

**PROFESSIONAL SERVICES CONTRACT
FOR SUBSTANCE ABUSE AND MENTAL HEALTH HOUSING SERVICES**

THIS CONTRACT is being entered into, effective as of _____, by and between the City of Las Vegas (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, Charleston Residential Services, LLC dba CrossRoads of Southern Nevada, (hereinafter the "Company"), a Nevada limited liability company having its principal office at 2121 W. Charleston Blvd, Las Vegas, Nevada 89102.

SECTION A – Contract Overview

A-1 Summary of Contract [CAO-12/30/2020]

This Contract sets forth the terms and conditions for the performance of services described herein, and the execution hereof by the parties hereto forms a legally binding contract. This is a Non-Exclusive Contract.

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| (a) Contract Synopsis The legally binding Scope of Work is more fully defined in Section C | Provision of Sober Living Housing and associated services, for Municipal Court participants. | | |
| Performance Dates The Performance Period is more fully defined in Section A-2 | Award Date See first paragraph | Expiration Date One year from date of Award | Option Periods Four one-year periods |
| Contract Type As defined in Section B-1 | The contract type is payment of services billed at Fixed Fee rates in accordance with Exhibit B –Excerpted Proposal | | |
| Contract Amount This Not-to-Exceed Amount is subject to Section C-2 | \$500,000 | Not to Exceed per year | |

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| (b) Contract Exhibits / Attachments | The following documents are hereby incorporated into this Contract |
| | Exhibit A – Scope of Work Exhibit B – Excerpted Proposal Attachment 1 - Certificate of Disclosure |

| | | | |
|---|------------------------------|--------------------------------|--|
| (c) City Project Manager Per Section D-4, (a) | Name Margoth Tello | Phone (702) 229-4792 | Email mbrodriguez@lasvegasnevada.gov |
| Company Representative Per Section D-4, (b) | Name James June | Phone (702) 824-6238 | Email james.j@crossroadsofsonv.com |

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| (d) City Legal Notice Representative | per Section E-1 | | |
| Company Legal Notice Representative Per Section E-1 | Name & Title Dr. Krista Hales Executive Vice President | Address 2121 W. Charleston Ave Las Vegas, NV 89102 | Email krista.h@crossroadsofsonv.com |

A-2 Performance Period [CAO-12/30/2020]

- (a) The performance period commences on the Award Date and continues through the Expiration Date.
- (b) The City may at its sole discretion, exercise the option to renew this Contract for the periods set forth above (if any). The City shall provide written notice to the Company of such renewal(s), and the Company may not assume an automatic renewal. Exercise of an option does not commit the City to exercise further options.
- (c) The City reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

SECTION B – Basic Terms

B-1 Definitions [CAO-08/28/19]

The following definitions apply to this Contract:

- (a) “*Award Date*” means the date that a Contract becomes effective. It is the date entered into the first paragraph of a Contract upon execution by an authorized representative of the City.
- (b) “*Contract*” means this document, consisting of Sections A through E, and the exhibits and attachments attached hereto, which is binding and effective only upon execution by the City.
- (c) “*Contract Amount*” means the maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.
- (d) “*Deliverable*” means any report, software, hardware, data, documentation or other tangible item that the Company is required to provide to the City under the terms of the Contract.
- (e) “*Fixed Fee Contract*” means a contract that provides for a firm price that is not subject to any adjustment on the basis of the Company’s cost experience in performing the Contract.
- (f) “*HIPAA*” means the Health Insurance Portability and Accountability Act of 1996.
- (g) “*Non-Exclusive Contract*” means a Contract under which the City agrees to obtain some, but not necessarily all, of the City’s requirements for a particular service.

SECTION C – Scope of Work

Services will be provided in accordance with the Scope of Work attached as “Exhibit A” and the Excerpted Proposal attached as “Exhibit B.” The City will pay the amounts set forth in the fee schedule included as part of “Exhibit B.”

SECTION D – Special Conditions

D-1 Payment [R]

- (a) The City shall be the payer of last resort, and the Company will assist participants with getting on insurance, and will bill the participants’ insurance before billing the City. Status of insurance or alternate payee arrangements must be communicated to the City prior to commencement of new services.
- (b) Payment to the Company by the City will be made only for the actual services performed and accepted by the City, upon receipt of an invoice submitted in accordance with Section D-3, “Invoices”.
- (c) Reimbursable Travel Expenses. There are no reimbursable travel expenses authorized or payable under this Contract.

D-2 Fee Revisions [CAO-08/28/19]

During the initial term of this Contract, fees shall remain firm. After the initial term of this Contract, the Company may request one (1) price escalation annually, provided written justification is submitted to the City at least sixty (60) calendar days before the anniversary date of the Contract. The Company shall provide any supporting documentation requested by the City. The City shall, in its sole discretion, determine if the price revision is justified for any subsequent annual renewal option year or extension that may be exercised by the City. Any price revision shall not exceed the lesser of the current year percentage change in Consumer Price Index-All Urban Consumers, or 3%, whichever is lower.

Any approved pricing revision is not retroactive, and any invoice pending on the date of approval of the pricing revision shall be paid on the basis of the pricing in effect on the date the services are ordered by the City.

If the parties hereto fail to agree on a pricing revision as permitted herein, either party may decline to renew this Contract.

D-3 Invoices [CAO-9/2020]

- (a) The Company will submit a timely detailed invoice to the City monthly, for work performed to date. Each invoice shall contain the following information:
- (i) the date of the invoice and invoice number;
 - (ii) the Purchase Order number;
 - (iii) the Services against which charges are made;
 - (iv) the name of the Participants served; and
 - (v) the performance dates covered by the invoice.
- (b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** If the Company does not timely submit a detailed invoice to the City as required herein, the City shall not have any obligation or liability to effect any payment for said late invoice. The City shall also not be liable for any errors or omissions in an invoice once said invoice is paid by the City, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the City's rights and remedies should the City find any errors or omissions in an invoice before or after said invoice is paid by the City.

The Company shall submit the original invoice to: mcinvoices@lasvegasnevada.gov.

- (c) The Company shall forward a copy of the invoice to the City's Project Manager, identified in Section A-1(c), "Project Manager/Company Representative".
- (d) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the City's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

D-4 Project Manager/Company Representative [CAO-8/28/19]

- (a) The City's designated Project Manager for this Contract is named in Section A-1 (c). The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. *The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.*
- (b) The Company's designated Company Representative for this Contract is named in Section A-1 (c). The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-5 Insurance [CAO-3/31/22]

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
- (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the Company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Company's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

- (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
 - (iii) Commercial Automobile Liability Insurance of limits 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 Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Company's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
 - (iv) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Company from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000, combined single limit and in the aggregate, for the period of time covered by this Contract. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.
- (b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or its designated certificate tracking service if so requested.
 - (c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number, the Contract description, and for internal City routing purposes only the name of the appropriate City division/department. The Company and/or insurance carrier shall provide the City with a 30-day advance notice of policy modification, cancellation, or erosion of insurance limits, sent by certified mail "return receipt requested".
 - (d) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
 - (e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$25,000 without the prior written approval of the City.
 - (f) **Companies requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**
 - (g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, "Event of Default", terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

- (h) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain, and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (i) The Company is encouraged to purchase any additional insurance it deems necessary.
- (j) The Company is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed, or supervised by the Company.

D-6 Warranty – Services [CAO-3/31/2022]

Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-7 City Property and Ethical Standards

The Las Vegas Municipal court is required to protect, preserve and maintain the physical assets and property of the City. Physical assets and property are comprised of items used by the Company including but not limited to: office keys, badges, laptop computers, drug testing supplies and equipment, and any other City property used to fulfill the requirements under this Contract.

- (a) The Company shall ensure that City owned physical assets and property are not lost, stolen, misplaced or damaged while being used, and that the assets and property are available for use to perform the requirements under this contract. The Company shall be liable for any City owned physical assets or property that is lost, stolen or damaged and shall be responsible for replacement of any such items within thirty (30) calendar days of request by the City.
- (b) The Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest. The Company shall not conduct any business, engage in any transaction (financial or otherwise), or use any information obtained from the City, or which may accrue any financial or substantive benefit to the Company while performing services for the City as outlined in this Contract. The Company shall not become personally or romantically involved with any individual served.
- (c) The Company shall attend continuing educational and training courses, as needed, during the term of this Contract in order to maintain proficiency and State of Nevada licensure and/or certification requirements. The Company shall perform duties in compliance with professional ethical and confidentiality standards as set forth by State licensing boards and national professional organizations dictating the same.

The City may require any Company employee to immediately submit to a drug test when there is reasonable suspicion that the individual is working under the influence of alcohol and/or drugs.

D-8 Clean Air Act and Federal Water Pollution Control Act

The Company must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Any violations must be reported to the City.

D-9 Suspension and Debarment

- (a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Company is required to verify that none of the Company's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) The Company must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) This certification is a material representation of fact relied upon by the City. If it is later determined that the Company did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D-10 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Companies who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City who in turn will forward the certification(s) to the awarding agency.

D-11 HIPAA Compliance

- (a) The Company shall at all times, throughout the period of the Contract, provide for continued compliance with applicable HIPAA regulations and guidelines, including executing a Business Associate Agreement if required. Company agrees to take all steps reasonably necessary to ensure: that Company implements and maintains reasonable administrative, physical, and technical safeguards and security measures to protect the confidentiality, integrity, and availability of any protected health information, records, and personal information that Company creates, receives, maintains, or transmits while performing services under this Contract from unauthorized access, acquisition, destruction, use, modification, or disclosure; that Company will not use or further disclose protected health information or personal information other than as permitted or required by this Contract or as required by law; and that all transactions conform to the HIPAA requirements as well as Nevada Revised Statute Chapter 603A, and regulations promulgated thereunder.
- (b) Company warrants and represents that it shall obtain any necessary written consent from individuals for the release of their records, to satisfy all applicable laws and regulations, including but not limited to the privacy regulations of HIPAA.
- (c) The Company shall require that each subcontractor with access to protected information agrees to comply with the HIPAA regulations and guidelines applicable to this Contract, including by providing training to its own staff who may have contact with protected health information or personal information, and by requiring flow-down clauses similar to this Section in its subcontracts
- (d) Company shall allow City reasonable access to Company records concerning the services provided under this Contract.
- (e) This Section shall survive termination or expiration of this Contract

D-12 Liquidated Damages [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions**E-1 Legal Notice [CAO-4/2020]**

- (a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY:

Manager, Purchasing and Contracts
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964
Email: purchasing@lasvegasnevada.gov

With copy to:

Court Administrator or Designee
Las Vegas Municipal Court
PO Box 3960
Las Vegas, NV 89127-3960

FOR THE COMPANY: As Noted in Section A-1 (d) of the Contract:

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (d) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

E-2 Disputes [CAO-4/2020]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

E-3 Notice of Delay [CAO-01/20/16]

- (a) If timely performance by the Company is jeopardized by the non-availability of City provided personnel, data, or equipment, Company shall notify City immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-4 Termination for Convenience [CAO-08/22/2019]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for goods and services requested by the City and actually performed by the Company.

E-5 Event of Default [CAO-12/30/2020]

- (a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the Scope of Work, (ii) fails to deliver the services within the time specified in the Purchase Order or Scope of Work or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.
- (b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [CAO-4/2020]

- (a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the City may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.
- (b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement services that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.
- (c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics/pandemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".
- (d) The City retains the right to terminate for default immediately if the Company fails to maintain the required insurance, and/or bonding, fails to comply with applicable local, state, and federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.
- (e) If the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the City, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically **when appropriated funds expire and** are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

E-8 Changes - Fixed-Price Goods or Services [CAO-4/2020]

- (a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
- (i) Description of services to be performed or goods to be provided.
 - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (iii) Place of performance of the services.
 - (iv) Time or place of delivery of goods
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment.
- (c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.
- (d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]

- (a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous understandings, negotiations, communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-10 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections A through E of this Contract and any Attachment or Exhibit, the specific language in Sections A through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections A through E.

E-11 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-12 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-13 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-14 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-15 Indemnification [CAO-4/2020]

- (a) In addition to the insurance requirements set forth in Section D-5, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.
- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- (c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

E-16 Patent Indemnity [CAO-12/30/2020]

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent or other intellectual property and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, by legal counsel reasonably satisfactory to City, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

E-17 Audit of Records [CAO-5/2/12]

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the

Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

- (b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals, and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- (c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

E-18 Confidentiality – City Information [CAO-4/2020]

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.
- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-4/2020]

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The City logo shall not be used without the prior written consent of the City.

E-20 Intellectual Property Rights [CAO-4/2020]

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return the data to the City at no charge in the format held by Company. On City request, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other

misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

E-21 Taxes/Compliance with Laws [CAO-08/01/13]

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
- (b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-22 Licenses/Registrations [CAO-01/20/16]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

E-23 Non-Discrimination and Fair Employment Practices [CAO-07/31/13]

- (a) **Discrimination:** The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants 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 expression, age, disability, national origin, or any other legally protected status, City may declare the Company in breach of contract and terminate Contract.
- (b) **Fair Employment Practices:** In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

E-24 Employment of Unauthorized Aliens [CAO-01/20/16]

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

E-25 Conforming Services [CAO-4/2020]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-26 Independent Contractor [CAO-4/2020]

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be

responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-27 Official, Agent and Employees of the City Not Personally Liable [CAO-01/20/16]

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

E-28 Conflict of Interest (City Officials) [CAO-4/2020]

- (a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.
- (c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership and /Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify City in writing of any material change in the above disclosure within ten (10) days of any such change.

E-29 Public Records [CAO-5/2/12]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

E-30 Use By Other Government Entities [CAO-01/20/16]

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

E-31 Certification – No Israel Boycott [CAO-4/2020]

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

“Boycott of Israel” means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is

applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

“Company” means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving Legal Notice to Company.

E-32 Counterpart Signatures [CAO-08/11/2022]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

The parties agree that this Contract may be signed electronically via the City’s designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

E-33 Miscellaneous [CAO-4/2020]

- (a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney’s fees and costs in connection with such proceeding.
- (b) Time is of the essence of the Contract and each of its provisions.

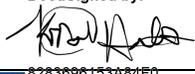
THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

**CHARLESTON RESIDENTIAL SERVICES, LLLC dba
CROSSROADS OF SOUTHERN NEVADA**

Signature Date

DocuSigned by:

1/25/2024 | 2:26 PM EST
8283696153A84F0...

Signature Date

Printed Name

Dr. Krista Hales

Printed Name

Title

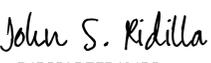
Executive Vice President

Title

ATTEST:

LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

DocuSigned by:

1/24/2024 | 12:39 PM PST
B4B55ADEFB494B5...

Deputy City Attorney Date

John S. Ridilla

Printed Name

EXHIBIT A
SUBSTANCE USE AND MENTAL HEALTH HOUSING SERVICES
STATEMENT OF WORK

A. MINIMUM REQUIREMENTS

Minimum Requirements to be maintained by the Company are as follows:

- I. Company must maintain and provide proof of all federal, state, and local permits, licenses, health inspection certifications, insurance coverages, and registrations for the contracted services.
- II. The Company shall:
 - Accept a variety of modalities of payment, including, but not limited to, private insurance, Medicaid, Medicare, funds from grants.
 - Offer grant funding to individuals when it obtains such funding.
 - Offer payment options, such as, but not limited to sliding scale payments, when appropriate.
- III. The Company shall maintain insurance coverages, along with associated policy endorsements, as more fully detailed in Contract Section D-5, Insurance.

B. SCOPE OF WORK:

- I. ***Sober Living, Transitional Living and/or Independent Living Facility***
 - a. A quick, streamlined admission process for the Courts to utilize;
 - b. Provide residential housing to individuals trying to obtain and maintain sobriety, may have co-occurring conditions, and require a safe place to reside while in recovery;
 - c. Allow Court staff and members of the treatment team, including, but not limited to, Judges, Alternative Sentencing Coordinators, Court Marshals, and Case Managers to drop by 24 hours a day, 7 days a week. This might be necessary for random drug testing, room inspections, checks on possible faulty electronic monitoring systems, or any other reason deemed necessary by Court Staff or members of the treatment team;
 - d. Have available appliances and equipment needed for daily living needs, including, but not limited to, kitchen appliances, pots, pans, silverware, plates, cups, towels, beds, pillows, blankets, sheets, closet, dresser, washing machine/ dryer, etc.;
 - e. House Manager or similar designated oversight will ensure that the residential facility is properly maintained and will conduct regular housing inspections to ensure overall safety of dwelling;
 - f. Ensure that any required repairs or replacement of major appliances, including, but not limited to, water heater, furnace, air conditioning, stove, refrigerator, washer, and/or dryer, are made in a timely manner;
 - g. Ensure that any required safety equipment is installed and in working order, for example, but not limited to, smoke detectors, carbon monoxide detectors and fire extinguishers; and,
 - h. Be able to provide reports to the Court "on demand" and/or in a quick manner.
 - i. Facility to be staffed 24 hours per day, 7 days per week;
 - j. Access to a staff member for updates (contact person) 24 hours a day, 7 days a week;
 - k. Have staff or contracted company who can perform direct observation urine collections and other random alcohol/drug testing at the residence, and provide reporting of results to Court personnel in a timely manner;
 - l. Have access to a food bank, or have a "food bank" available on site;
 - m. Have available "start-up" kits for individuals coming to the residence straight from the streets, jail, or inpatient treatment. Start-up kits should include, but not be limited to, some food, clothing, and toiletry items; and,
 - n. All rent, utilities, laundry, and internet are included in the nightly rate.

II. Additional Services

The Company may provide additional professional services as needed and as requested by the City to Participants in the Transitional Living programs, as well as to Participants not currently assigned housing with the Company. Pricing for the most commonly requested Additional Services is included in Exhibit B.

The Company shall not provide billable Additional Services without the prior written authorization of a Court representative, provided either by email, written order, or Purchase Order.

For all Additional Services, the Company shall:

- a. Promptly respond to requests for services.
- b. Provide Evaluation services by an individual with LCSW, LCADC, LADC, or CADAC licensure.
- c. Update the Drug Court Case Management (DCCM) and/or Municipal Court's case management system/software as required by the Project Manager (if applicable).
- d. Attend court sessions, when necessary.
- e. Testify, when required.
- f. Respond to crises and provide crisis management.
- g. Ensure representatives are dressed in business casual attire.
- h. Pay for and maintain required licenses and/or certifications for all Company representatives.
- i. Pay for and complete related ongoing continuing education.



240015-PH

Crossroads of Southern Nevada Charleston Residential Supplier Response

Event Information

Number: 240015-PH
Title: Housing Rentals for Municipal Court Community Support Services
Type: Request for Proposal (Informal)
Issue Date: 7/18/2023
Deadline: 6/30/2024 11:59 PM (PT)
Notes: The City of Las Vegas seeks qualified, licensed and insured Housing providers for Specialty Court programs and other court needs. The City's goal is to establish and maintain a competitively solicited list of well-qualified, high-value, cost-effective Housing providers to deliver maximum benefit to the recipients. The City will accept Proposals in response to this Request for Proposals (RFP) continuously, to maintain a list of contracted Housing providers. The City may award contracts to some or all qualified Offerors who respond to this RFP.

Persons with a disability may request accommodations or assistance to participate in the solicitation process by contacting Purchasing & Contracts at 702-229-6231 or 7-1-1 (TTY). To insure the City is able to meet your needs, please submit requests at least 2 business days in advance.

Contact Information

Contact: Pamela Hoffman
Address: Purchasing
City Hall
495 South Main Street
Las Vegas, NV 89101
Phone: 1 (702) 229-6006
Fax: 1 (702) 464-2525
Email: phoffman@lasvegasnevada.gov

Crossroads of Southern Nevada Information

Contact: John Seeland
 Address: 2121 W. Charleston
 Las Vegas, NV 89102
 Phone: (772) 919-5390
 Email: john.s@crossroadsofsonv.com

This submittal constitutes an offer to enter into a Contract for the scope of services described herein. Execution of this document by the Offeror shall represent that the Offeror is familiar with all local conditions and correlated this knowledge with the requirements of this RFP. The undersigned Offeror has received, read and fully understands and agrees to all terms, conditions and specifications set forth in this RFP. The Offeror hereby agrees to contract with the City to perform all work and/or furnish all materials specified in the manner and time prescribed in the RFP. By signing below, I certify under penalty of perjury that all information provided to the City is truthful and correct, and that I am authorized to sign this document and bind the Offeror organization.

John Seeland

Signature

Submitted at 9/12/2023 02:22:28 PM (PT)

John.S@CrossRoadsOfSoNV.comEmail

Requested Attachments

RENTAL AGREEMENT TERMS

No response

Upload Offeror's standard or proposed rental contract, if applicable.

OPTIONAL SUPPLEMENTAL INFORMATION

No response

Offerors may upload any additional information desired to allow effective evaluation of Offeror's Proposal. For security reasons, please do not include linked, zipped, or embedded files. Upload is not required.

Bid Attributes

1 PROJECT OVERVIEW

The City is seeking rental housing for Specialty Court programs and other court needs. Reference additional information under the Attachments Tab for specific requirements, terms and conditions. Proposals will become public record following recommendation to award. Requirements for submitting confidential information can be found in the "RFP Instructions" document under the Attachments Tab.

2 CITY RFP CONTACT

All questions concerning this RFP must be directed to the Purchasing & Contracts Representative named on the Event Details Tab. Proposal training and assistance with the RFP process are available at any time by calling (702) 229-6006 or emailing phoffman@lasvegasnevada.gov.

 Acknowledged

3 NAME AND ADDRESS

Offeror's legal name, including DBA if applicable, and mailing address.

Charleston Residential Services LLC dba CrossRoads od Southern Nevada

4 RFP CONTACT INFORMATION

Name, title, phone number, and email address of an individual authorized to represent the Offeror in this RFP process.

John Seeland, Vice President, Operations (772) 919-5390 John.S@CrossRoadsOfSoNV.com

5 BUSINESS CONTACT INFORMATION

Name, title, phone number, and email address of a day to day contact person for ongoing business.

James June, Program Director (702) 824-6238 James.J@CrossRoadsOfSoNV.com

6 PROPERTY ADDRESS(ES)

Provide the physical address(es) of the rental property.

520 S. Casino Center Blvd. Las Vegas, NV 89101

7 BUSINESS LICENSE

Offeror's City and/or County business license number(s), if applicable.

No response

8 ZONING APPROVAL

Describe current zoning approval on the property, if applicable.

No response

9 LOCATION HISTORY

How long have you been providing housing rentals at this location?

One Year

10 OFFEROR HISTORY

How long have you been providing housing rentals at any location?

Five Years

11 INSURANCE

Describe current insurance coverage for the rental property.

Property Insurance General Liability Insurance

12 STAFFING

Detail the number of dedicated owners or employees at the property, if any, their positions within the organization, and their functions at the property.

No Owners 15-20 Employees including Supervisors, Front Desk, and Behavioral Health Technicians

13 SUBSTANCE ABUSE HOUSING

Do you provide residential housing to individuals trying to obtain and maintain sobriety, may have co-occurring conditions, and require a safe place to reside while in recovery?

Yes

14 MENTAL HEALTH HOUSING

Do you provide residential housing to individuals with mental illnesses, and require a safe place to reside while obtaining treatment?

No

15 INSPECTIONS

How often do you conduct and record regular housing inspections, to ensure overall safety of the dwelling?

Once a week at a minimum, rooms are checked daily

**1
6 APPLIANCES**

Do you have available appliances and equipment needed for daily living needs, including but not limited to, kitchen appliances, laundry, etc.?

**1
7 REPAIRS**

Can you ensure that any required repairs or replacement of major appliances, including but not limited to water heater, furnace, air conditioning, stove, refrigerator, washer and/or dryer are made in a timely manner?

**1
8 SAFETY EQUIPMENT**

Can you ensure that any required safety equipment is installed and in working order, for example, but not limited to, smoke detectors, carbon monoxide detectors, and fire extinguishers?

**1
9 COMMUNICATION**

Can you communicate with the Court regarding emergency statuses of residents in a timely manner, to include but not be limited to unplanned discharges and harmful behavior?

**2
0 RENTAL PROCESS**

Do you have a quick, streamlined rental process for the Courts to utilize?

**2
1 PROPERTY ACCESS**

Will Court staff have access to the property, to conduct business with residents?

**2
2 PERFORMANCE PERIOD**

The City intends to establish a pre-qualified list of housing rental providers, with each provider's qualification being renewed annually for up to five total years. Individual rental agreements will be subject to negotiation.

 Acknowledged
**2
3 CONTRACT**

Should an Offeror be selected for award, a contract will be negotiated to formalize the terms of the agreement. Do you have a standard rental agreement you prefer to use? If so, please upload under the Response Attachments tab.

**2
4 OFFICIAL RFP DOCUMENTS**

RFP Documents obtained from any source other than NGEM may not be accurate or complete and each Offeror assumes all risks by its reliance on such documents. Any Offeror who has not obtained RFP Documents from NGEM may not be notified of Addenda issued by the City, which could contain material changes such as additions or changes to the scope of work, extensions of time, etc.

 Acknowledged
**2
5 ACKNOWLEDGEMENT OF ADDENDA**

Offeror acknowledges responsibility for ascertaining the issuance of any and all Addenda via NGEM prior to the Close Date, and agrees to comply with all terms, conditions and specifications contained therein.

 Acknowledged

**2
6** **METHOD OF AWARD [RFP]**

This RFP is a solicitation subject to evaluation and/or negotiation and is exempt from the requirement to award to the lowest responsive and responsible bidder. The City reserves the right to take into consideration factors other than price when evaluating Proposals. Award, if any, will be for the most advantageous Proposal/Offer in the best interest of the City of Las Vegas. Offeror acknowledges review of the "Instructions to Offerors" and "Statement of Work", available under the **Attachments Tab**, and understands and accepts this RFP award criteria.

 Acknowledged
**2
7** **ACKNOWLEDGEMENT OF TERMS, CONDITIONS AND SPECIFICATIONS**

Offeror acknowledges and agrees to the terms, conditions and specifications of this Solicitation without exception.

 Acknowledged
**2
8** **COMPLIANCE WITH GOVERNMENT-WIDE SUSPENSION AND DEBARMENT REQUIREMENTS**

Payments may be funded in whole or in part by federal grant funding. As part of the determination of responsibility (see RFP Instructions), Offerors must not be debarred or suspended from conducting business with any Federal department or agency, pursuant to 28 CFR Part 67 - Government-Wide Debarment and Suspension (Non-Procurement).

 Acknowledged
**2
9** **EXCEPTIONS**

List any other exceptions taken to the Statement of Work. Any exceptions will be taken into consideration during evaluation and may impact evaluation results. If no exceptions are listed, the terms and conditions will not be subject to negotiation and shall be deemed accepted by the Successful Offeror. If extensive exceptions are taken, provide a brief description here and upload details to the Response Attachments Tab.

**3
0** **ADDITIONAL INFORMATION**

Provide any additional information the City should be aware of as it evaluates your proposal.

Bid Lines**1** Rental rate per individual, per day.

(Line excluded from response total)

Quantity: 1 UOM: PER DAY Unit Price: Total:

2 Rental rate per individual, per week.

(Line excluded from response total)

Quantity: 1 UOM: PER WEEK Unit Price: Total:

3 Rental rate per individual, per month.

(Line excluded from response total)

Quantity: 1 UOM: PER MONTH Unit Price: Total:

Response Total: \$0.00



Proposal for Las Vegas Municipal Court Fully Integrated Substance Use Disorder & Cooccurring Treatment

Introduction

CrossRoads of Southern Nevada provides integrated behavioral health care to men and women struggling with substance use and cooccurring disorders, because every life matters. That vision is achieved by a professional work force of highly trained, credentialed and certified individuals acting in the best interest of the population served, providing patients and clients with individualized care plans to address barriers to success in a holistic manner. Evidence-based practices across a full continuum of care support all pathways to recovery. Patients and clients are educated on resources to utilize while constructing their long-term recovery journey.

CrossRoads serves a population whose life of addiction and cooccurring mental health challenges has left them homeless or on the brink. Many are chronic high-utilizers of the Medicaid healthcare safety-net, including University Medical Center which is directly across the street from the main CrossRoads treatment facility. They often come broken, physically, mentally, and spiritually - searching for answers. But these same men and women are able to discharge from the CrossRoads continuum of care on the path to becoming responsible and productive members of society.

CrossRoads is uniquely positioned to serve the Medicaid MCO insured population from a location directly within the Las Vegas Medical District, with the following features:

- Accredited by The Joint Commission
- Licensed by State of Nevada DHHS, DPBH ○ 74 Bed Medical Detoxification ○ 116 Bed Transitional Living
- Certified by Nevada State Substance Abuse Prevention & Treatment Agency ○ 3.7WM Medically Monitored Inpatient Withdrawal Management ○ 3.5 Clinically Managed High-Intensity Residential Treatment ○ 3.2WM Clinically Managed Residential Withdrawal Management



- 2.5 Partial Hospitalization Program
- 2.1 Intensive Outpatient Program
- Outpatient Program
- Metro Police Drop-Off for Civil Protective Custody
- >100 Bed Sober Living

Medical Detoxification and Stabilization

The CrossRoads Triage is staffed 24/7 by Nurse Practitioners and Registered Nurses. Medical Doctors, a Psychiatrist and a Psychiatric Nurse Practitioner provide diagnosis, medical treatment, and any needed psychiatric interventions. Patients are assessed prior to admission for Medical Detoxification (MDX) or Crisis Stabilization. Medication Assisted Treatment (MAT) utilizing Buprenorphine and Naltrexone is offered to all who might benefit and ultimately prescribed to many. MAT provides a bridge from MDX through to the Outpatient Continuum of Care, usually with a stay at the Residential Treatment level of care. CrossRoads Triage Clinical professionals offer mental health crisis intervention, assessment for possible application or removal of legal holds, and have the ability to receive patients directly from first responders such as law enforcement or EMS units.

Residential Treatment

The 80-Bed CrossRoads Residential Treatment Program offers clinically managed, high intensity inpatient services. The Program runs 24-hours a day, 7-days a week with 30 total hours of structured programming and 35 hours of Clinical Treatment. The goal is to provide a protective environment which includes treatment for Substance Use Disorder and Co-Occurring Conditions, with supervision 24 hours per day, 7 days a week. Residential treatment provides coordinated and integrated services which include a comprehensive, bio-psycho-social approach to service delivery and daily therapeutic activities. The Program is designed for adult men and women who have been clinically assessed as requiring a structured, clinically driven, inpatient service.

A typical week in the Crossroads Residential Treatment program consists of:

- Daily Mind-Body-Spirit Classes
- Process Groups
- Addiction Counseling
- Nutrition Workshop



- Separate Men's and Women's Trauma Group
- Music, Art, and Sound Healing Therapy
- Yoga and Exercise Groups
- Band Camp
- Smoking Cessation Group
- Cognitive Behavioral Therapy
- Equine Therapy
- Life Skills
- Daily 12 Step and Other Recovery Oriented Meetings
- Moral Recognition Therapy (MRT)

CrossRoads Outpatient Continuum of Care

Outpatient programming progresses from Partial Hospitalization groups that meet five days a week for four to five hours, to Intensive Outpatient groups meeting for three hours three days a week. Clients have a safe and comfortable place to live, three healthy meals a day and are surrounded by others seeking the same path to recovery. CrossRoads has a very strong case management department, working with clients on everything from obtaining birth certificates and Social Security Cards, to getting jobs and safe long-term housing upon ultimate discharge. The After Care and Alumni Program continues to provide support long after a client graduates.

Coordinated Care Housing Program

CrossRoads provides a unique Coordinated Care Housing Program for justice involved clients. The Housing Program is an integral part of the CrossRoads Outpatient Continuum of Care. The Continuum of Care consisting of PHP, IOP, and OP treatment supplemented with Intensive Case Management services and lasts for up to 120 days plus for individuals who are also receiving outpatient services. On average clients will stay in housing for 60 days but can be in housing for up to 120 days, however CrossRoads case management team will work with specialty courts and their court coordinators to determine an appropriate length of stay for each client on a case-by-case basis. The Coordinated Care Housing Program consists of:

- Full meal service including breakfast, lunch, dinner and a variety of healthy snacks overseen by a licensed Nutritionist;
- Unlimited access to intensive case management services including:
 - assistance with obtaining vital documentation,
 - establishing medical providers,
 - enrolling in vocational and job development services,
 - aid in obtaining gainful employment,



- guidance accessing educational supportive services,
- navigating criminal justice requirements and commitments,
- establishing aftercare services such as continued outpatient treatment services, medical, peer support, and transportation etc.
- assistance with housing placement post treatment
- Providing updates on Municipal Court clients, connection with ancillary services along with the necessary documentation; as well as monthly reports regarding the insured's engagement in vocational and employment services;
- TED's data will be reported as required,
- Medication Assisted Treatment programs determined to be clinically necessary by CrossRoads, the Municipal Court, medical staff, clinical staff, and agreed to by the insured;
- Documentation of all services is entered into the insured's chart using internal EMR.
- In addition, for fees listed below, CrossRoads will also assist residents in need of identification documents required to obtain permanent housing/ continued transitional housing and employment, including but not limited to social security cards, birth certificates and state identification cards. Any documentation needed to obtain the vital documents will be discussed between CrossRoads and the Municipal Court for approval.

| | | |
|---|-------------------|--|
| Medical Detox rates if insurance does not cover | Individual Charge | |
| | 2023 - 2024 | |
| | \$644.00 Daily | |

| | | |
|---------------------------------------|-------------------|--|
| RTC rates if insurance does not cover | Individual Charge | |
| | 2023 - 2024 | |
| | \$551.00 | |

| | | |
|----------------------------|-------------------|--|
| Housing w/ Case Management | Individual Charge | |
| | 2023 - 2024 | |
| | \$63.00 Daily | |

| | | |
|-----------------|--------------------------------------|--------------------------------------|
| Vital Documents | Individual Charge | |
| | 2023 - 2024 | |
| | Birth Certificate per participant | \$15.00 - \$65.00 depending on state |
| | Identification cards per participant | \$5.00 - \$65.00 depending on state |



| | | |
|--|-----------------------------------|---|
| | 15-day bus passes per participant | \$17.00 - \$35.00/ each depending on sale price |
|--|-----------------------------------|---|

| | | |
|--|--|--|
| Outpatient rates if insurance does not cover | Individual Charge | |
| | 2023 | |
| | PHP – 328.68 Per Session IOP – 140.00 Per Session OP – 29.85 Per Session Individual Sessions (>60 Minutes) 108.15 Individual Sessions (<60 Minutes) 73.92 Initial Assessments/ Intake \$30.77 | |

| | |
|--|---|
| | Moral Recognition Therapy (MRT) - \$20.00 per unit/ hour (\$35.00 for a unit in a half) -- \$20.00 per book |
|--|---|