

**GENERAL SERVICES CONTRACT
FOR 230226-SK COURTYARD HOMELESS RESOURCES CENTER OPERATOR**

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, and Fundamental Behavioral Services dba Nevada Behavioral Health Systems, (hereinafter the "Company"), a Nevada limited liability company having its principal office at 3321 N. Buffalo Dr., Ste 200 Las Vegas, NV 89129 .

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 | Operator for the City's Courtyard Homeless Resources Center | | |
| | Performance Dates The Performance Period is more fully defined in Section A-2 | Award Date See first paragraph | Expiration Date December 31, 2028 |
| Contract Type As defined in Section B-1 | The contract type is firm fixed price | | |
| Contract Amount This Not-to-Exceed Amount is subject to Section C-2 | \$7,102,005.75 | \$7,102,005.75 annually, \$35,510,028.75 total contract amount. | |

| | | | | | | | | |
|--|---|--------------------------|------------------|---|--|---------------------------------------|--|------------------------------|
| (b) Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract | | | | | | | | |
| <table border="0"> <tr> <td>Exhibit A – Scope of Work</td> <td>Exhibit D – Deliverables</td> </tr> <tr> <td>Exhibit B – Fees</td> <td>Exhibit E - Professional Boundaries Code of Conduct</td> </tr> <tr> <td>Exhibit C - Work Plan Excerpted Proposal</td> <td>Exhibit F – Standard of Care for Pets</td> </tr> <tr> <td></td> <td>Exhibit G – Performance Bond</td> </tr> </table> | Exhibit A – Scope of Work | Exhibit D – Deliverables | Exhibit B – Fees | Exhibit E - Professional Boundaries Code of Conduct | Exhibit C - Work Plan Excerpted Proposal | Exhibit F – Standard of Care for Pets | | Exhibit G – Performance Bond |
| Exhibit A – Scope of Work | Exhibit D – Deliverables | | | | | | | |
| Exhibit B – Fees | Exhibit E - Professional Boundaries Code of Conduct | | | | | | | |
| Exhibit C - Work Plan Excerpted Proposal | Exhibit F – Standard of Care for Pets | | | | | | | |
| | Exhibit G – Performance Bond | | | | | | | |

| | | | |
|---|---------------------------------------|------------------------------|--|
| (c) City Project Manager Per Section D-4, (a) | Name Maurice Cloutier | Phone 702-229-2485 | Email mcloutier@LasVegasNevada.GOV |
| Company Representative Per Section D-4, (b) | Name Casey Casillas-Nichols | Phone 702-857-8800 | Email ccasillas@nvbhs.com |

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|---|--|--|--|
| (d) City Legal Notice Representative per Section E-1 | | | |
| Company Legal Notice Representative Per Section E-1 | Name & Title Tina M. Walls, Esq. | Address Walls Law Firm 8861 W. Sahara Ave., Ste. 220 Las Vegas, NV 89117 | Email tinawalls@wallslaw.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.

SECTION C – Scope of Work**C-1 Scope of Work**

- (a) Services will be provided in accordance with the Scope of Work attached as “Exhibit A” and the excerpted proposal attached as “Exhibit C”

C-2 Deliverables

- (a) Services will be provided in accordance with the Deliverables attached as “Exhibit D” and the excerpted proposal attached as “Exhibit C”

SECTION D – Special Conditions**D-1 Payment [CAO-4.2020]**

- (a) Payment to The Company 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”.
- (b) Reimbursable Travel Expenses: There are no reimbursable travel expenses authorized or payable under this Contract.

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

- (a) For the term of this Contract, fees may be revised annually for the reason(s) set forth below:
 - (i) CPI-U Index increase which will be negotiated upon written request received 30 days prior to anniversary date.

- (b) Each pricing revision requested herein must be approved in writing by the Purchasing and Contracts Manager and, if approved, shall become effective thirty (30) days after notice of the change, or on such earlier or later date as may be agreed upon by the parties.
- (c) Any pricing revision requested pursuant to this section may be delayed or denied if the Supplier fails to submit a timely request, or fails to provide adequate documentation in support thereof.
- (d) 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.
- (e) If the parties hereto fail to agree on a pricing revision after thirty (30) calendar days as permitted herein, either party may terminate this Contract after ten (10) calendar days written notice to the other party in accordance with Section E-1, "Legal Notice".
- (f) The annual contract fee will undergo a review after the second year at the anniversary date to establish a cost-sharing structure aligned with Medicaid billable revenue to offset a portion of the annual contract fee. Any cost-sharing structure established as a result of this negotiation will be implemented by a formal modification of the contract.

D-3 Invoices [CAO-9/2020]

- (a) The Company will timely submit a detailed invoice to the City within sixty (60) days of 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 Contract Item against which charges are made; and
 - (iv) 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:

Department of Finance
ATTN: Accounts Payable
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101-2986

- (i) The Company shall forward a copy of the invoice to the City's Project Manager, identified in Section D-4, "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-03/31/2022]

- (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) The Company shall also maintain coverage for cyber liability, network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Company's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public Data – including but not limited to, confidential or medical or private/personal identifiable information, transmission of a computer virus, or denial of service. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Company in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Such coverage

shall be in a minimum amount of \$2,000,000, combined single limit and in the aggregate, for the period of time covered by this Contract.

- (v) Umbrella Insurance with limits of not less than \$5,000,000 per occurrence and aggregate with a deductible of no more than \$25,000, and will be excess over all policies listed herein, and be no less broad than and “following form” of all included coverage described. Inception and expiration dates will be the same as the underlying policies. Drop-down coverage will be provided for reduction and/or exhaustion of underlying aggregate limits and will provide a duty to defend for any insured. The Company's Umbrella 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.
- (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 RESERVED

D-8 RESERVED

D-9 Performance Bond

1. The Company shall procure and maintain, at its own expense, during the entire term of the contract, a performance bond in the amount of five hundred thousand dollars (\$500,000). A renewal of the performance bond shall be required for each extension of the contract.
2. The Bond may be secured through the usual sources provided that the surety is authorized and licensed to do business in the State of Nevada, with the exception of individual surety bonds, which are not acceptable to the City.
3. The Performance Bond may be written on the form provided by the City such as the sample form in Exhibit G.
4. The Company shall require the attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his power of attorney.
5. The Performance Bond must be issued by a certified surety listed in the Department of the Treasury Circular 570 ("Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds, and as Acceptable Reinsuring Companies"), current revision.
6. The Performance Bond must be delivered to the City within ten (10) days after the Award Date and prior to each anniversary date of this Contract. Should The Company fail to provide such bond, the City may, at its option, purchase the bond and deduct the cost thereof from any payment due The Company.
7. This performance bond shall guarantee that the Company will perform its responsibilities and obligations as required by this Contract, and if Company fails to do so, independent of, and notwithstanding any other provision of the Contract, the City may seek recourse against the bond.

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 |
|---------------|--|

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, The Company shall notify the City immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the 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 30-day prior 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 (Letter of Cure) 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 to it 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.

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.

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

CITY OF LAS VEGAS

NEVADA BEHAVIORAL HEALTH SYSTEMS

Signature Date

DocuSigned by:
Scott Allegass 12/5/2023 | 3:41 PM PST

Signature Date

Printed Name

Scott Allegass

Printed Name

Title

CEO

Title

ATTEST:

LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
James Lewis 12/5/2023 | 2:07 PM PST

Deputy City Attorney Date

James Lewis

Printed Name

EXHIBIT A - SCOPE OF WORK

The Courtyard Homeless Resources Center (hereinafter the "Courtyard") provides access to homeless services and housing placement by filling existing service gaps in the City's urban core. By offering a predictable and routine location for these services, the City's current outreach efforts are expected to decrease homelessness through an upstream service provision enhancement. The Courtyard serves as a "safe zone" where homeless individuals and families can seek respite during the day and rely on a safe, respectful location to spend the night. The Company will advance the City's strategic priorities of reducing homelessness, increasing housing stability, and improving access to supportive services.

The Courtyard is located within the Corridor of Hope at 314 Foremaster Lane. The Courtyard is open seven days a week, 24 hours a day, and remains the only low-barrier facility in the area. It serves as a starting point where homeless individuals can go to access resources all in one place. The initial phase of the Courtyard opened in 2017, and in early 2022, the city opened an expansion of the Courtyard which includes a covered sleeping area allowing for 800 guests at a time (subject to capacity limitation by the City's Fire Marshal) to have a safe place to go and access a myriad of services. The expansion includes a guest services building, a day room, and shower and restroom facilities. In the second phase, an administrative building, pet kennel, and parking lot were added. The administrative building houses laundry services, additional showers, office spaces for service providers, and additional wrap-around services.

Since its inception, the City and service providers at the Courtyard have served over 6,500 individuals each year and assisted in getting the homeless off the streets and into housing.

The Courtyard's Responsibilities are defined as follows:

The Company's Responsibilities:**1. Personnel & Administration**

The Company is responsible for the following tasks:

- a. All employees are required to complete Exhibit E, Professional Boundaries Code of Conduct prior to engaging in any work.
- b. The Company shall comply with all applicable federal, state, and local employment laws.
- c. Develop and maintain staff schedules;
- d. Timecard, payroll processing, and paycheck distribution;
- e. Hiring and dismissal process;
- f. Track and management of employee work hours;
- g. Receive and distribute deliveries;
- h. Process payments for courtyard maintenance and services for vendors not covered by City contracts;
- i. Work with employee team leads to develop policies for employees, site operations, and guest services;
- j. Procure and maintain staff uniforms;
- k. Manage guest storage system and create policies and procedures for guest use and access;
- l. Manage guest mail system and create policies and procedures for guest use and access;
- m. Greet guests and determine their needs
 - i. Greet guests as they enter the Courtyard proper;
 - ii. Determine guest's needs and escort those seeking specific services to the appropriate service area;

- 1) Create and implement policies and procedures and a triage system to determine the level of care the guest is seeking and services associated with the level of care;
 - 2) Level of care shall include services that the Staff Navigator will address and services that Case Management staff will address;
- n. Manage computer room and create policies and procedures for guest use and access of the 6-8 computers; and
 - o. Assist guests with scheduling visiting non-medical service providers and create policies and procedures to assist guests with linkage and attachment.
 - p. The Company is required to maintain adequate staffing levels to ensure that all services remain open and accessible to all guests of the Courtyard HRC who wish to engage in services. A lapse in adequate staffing levels will be reported immediately to the City of Las Vegas, the Department of Neighborhood Services, and Community Resources Manager, who oversees the Courtyard HRC.
 - q. Existing Employees: The Courtyard currently has two categories of workers: employees and people who work at the Courtyard HRC through a temporary staffing agency (together, "Existing Personnel"). Existing Personnel hired for and working as part of the Operations Department employed at the Courtyard HRC before the execution of this Contract shall be provided the opportunity to remain Existing Personnel at the Courtyard HRC following the execution of this Contract.
 - r. New Employees: The Company will recruit and hire new employees for the Courtyard HRC consistent with its customary hiring practices.
 - s. All Company personnel performing services under this Contract are subject to appropriate HIPAA, privacy, and confidentiality policies. If necessary the City will require the Company to execute appropriate HIPAA business associate agreements.

2. Guest Services

- a. Create and maintain partnerships with agencies/organizations to provide on-site services; and
 - i. Screen all service providers and update the City with potential providers interested in being on-site at the Courtyard Homeless Resource Center for discussion and final approval.
- b. Assist guests with scheduling physical and mental health appointments;
- c. Assist guests with document retrieval;
- d. When possible and appropriate, use the Continuum of Care (CoC) process (as adopted by the Southern Nevada Coordinated Entry System Policies & Procedures) to attach guests to potential housing through Coordinated Entry;
 - i. Create policies and procedures for referring guests to the City and Successful Offeror operated housing programming;
- e. Assist guests with finding affordable housing and negotiate with landlords/property managers for guests;
 - i. Use the CoC-supported community tools to assist with affordable housing and to develop and negotiate with landlords/property managers;
 - ii. Use of Padmission as the current matching Software As A Service (SaaS)
- f. Investigate work-related complaints, from both employees and guests, to determine corrective actions
 - i. Create policies and procedures to address guest complaints related to the Courtyard specifically;
 - ii. Create and implement a grievance policy and procedure as well as a process for guests to communicate with The Company;
- g. Donations management and food/feeding management;

- i. Create policies and procedures to manage donations and food/feeding management that are aligned with the City's approach of responsible giving.
- h. Create, implement, and operate a system of engagement for guests to address barriers with case management staff;
 - i. Case Management will use evidence-based best practices to engage with guests, including but not limited to:
 - 1) Progressive Engagement
 - 2) Intensive Case Management
 - 3) Trauma-Informed Care
 - 4) Brokerage Case Management
 - 5) Harm Reduction
 - 6) Person-Centered Approaches
 - 7) Strengths-Based Approaches
 - 8) Active Listening
 - 9) Other modalities as needed
- i. Create and implement a utilization system and daily schedule for guests to access and utilize laundry facilities.
- j. Supply Staff Navigators for The Arrow Shuttle system – a fixed route, free shuttle system for guests at the Courtyard Homeless Resource Center
- k. Create a calendar of regularly scheduled enrichment activities for Courtyard Homeless Resource Center guests
- l. Create, implement, and operate a system for answering and triaging incoming phone calls to the Courtyard Homeless Resource Center
- m. Create, implement, and operate a system for answering and triaging emails received by the Courtyard Homeless Resource Center and inquiries and emails forwarded by the City that should be received and addressed by the Courtyard HRC
- n. Create policies and procedures for daily operations for guests to access mail, computer center, charging stations, and short- and long-term storage (i.e., bins, etc.)

3. Operations and Maintenance

The Company is responsible for providing all of the following operations and maintenance services at the Courtyard:

- a. Grounds and building cleaning and general maintenance; and
- b. Create policies and procedures for daily mat cleaning that adhere to OSHA standards of practice for sanitization and bacterial/virus kill times.
- c. Pet kennel cleaning and pet management;
 - i. Pet kennel cleaning and pet management in this context refers to when guests abandon their pets or vacate the Courtyard and have transitioned with their pet;
 - ii. Pet kennel cleaning and management are defined per the Pet Standards of Care (see Exhibit F) as the guest's sole responsibility.
 - iii. Pet kennel maintenance and repair
 - 1) Reporting instances of repair to the City team leads

4. Emergency Management

The Company will be expected to cooperate with the City in events requiring the planning of evacuation procedures and the planning of physical evacuation of guests from the Courtyard. This obligation may involve the Company to actively participate in the City's emergency response plans, providing support and resources in coordination with City departments and emergency services. Additionally, the Company shall be responsible for assisting with mental health services, crisis intervention, working with community partners for transitioning guests to a safe place, and ensuring continuity of care for guests affected by the evacuation.

5. Break Room

The microwave and refrigerator provided by the City are to be used by The Company to provide light meals to Guests arriving after outside third-party community meals have ended or who are otherwise unable to reach nearby food services. The Break Room will be carefully managed by The Company at a small scale to avoid serving as a meal service for Guests and to avoid duplicating meal services provided by neighboring organizations.

6. Reporting and Other Requisites

To keep the City informed of operational site activities and the efficacy of services provided to Guests and to measure the success of the Courtyard relative to its goals and objectives, The Company will track meaningful and measurable performance metrics. Monthly reports shall be electronically delivered to the Project Manager on or before the 15th of each month. In addition, a hard copy of the information shall be provided to the Department of Neighborhood Services Director.

Monthly reports shall include the following:

1. Monthly calendar of services to be provided at the Courtyard;
2. Monthly report detailing the previous month's expenses;
3. Monthly metrics report including:
 - a. Number of individuals receiving at least one service through the Courtyard and the total number and type of services provided for those individuals;
 - b. Outcomes related to services provided to guests;
 - c. Frequency of provider involvement, organization, and service type;
 - d. Length of stay at the Courtyard;
 - e. Number of individuals receiving supportive services from each service provider; and
 - f. Number of individuals successfully placed in transitional housing, rapid rehousing, bridge housing, and the number of Clients accessing housing through the coordinated entry system, an independent partnership with a Service Provider. The guest's HMIS UI keeps all data supporting placement into any housing.
4. Quarterly report listing community outreach;
5. Any other reports that City management or Federal granting agencies may require occasionally.

In addition to the above reporting, and to ensure the effectiveness of services, The Company shall:

1. Provide the City with a Grievance Policy and associated resolution forms and tools;
2. Attend mandatory weekly check-in meetings with the City; and
3. Attend quarterly meetings with the City and with Service Providers.
4. Deliverables for additional Reports and Other Requisites due on or before the 15th of each month are listed in Exhibit D.

City Responsibilities:

1. General Maintenance and Building Upkeep

The City is responsible for the structural maintenance of all existing buildings on site, including any temporary space utilized for the Courtyard Homeless Resource Center Program. The City will also ensure that existing structures on site can be used for The Company staff to store program-related materials safely. The City will service, maintain, and clean the portable restrooms. The City will provide regular pest control and additional pest control services as deemed necessary by The Company.

The Company is responsible for immediately notifying the City of any maintenance issues that might threaten health or safety. In addition, The Company is responsible for informing the City of all other maintenance issues promptly, and the City is responsible for addressing those issues promptly.

2. Operations and Maintenance

The City is responsible for providing all of the following services in the Courtyard:

- a. Grounds, building, and parking lot maintenance/repair;
- b. Process and approve checks for financial payments;
- c. Manage contracts for portable restrooms, pest control, and garage/waste services;
- d. Procure cleaning & maintenance supplies which are under Contract for best pricing;
- e. Coordinate and oversee contractor(s) for repairs;
- f. Maintain Courtyard's equipment and mechanical systems;
- g. All aspects of special event services; signage
- h. Drinking water coordination, including the provision of drinking water for guests;
- i. One working hotbox at full buildout to treat bedbugs; and
- j. Periodically, a "Performance Measurement Tool" in the format of Exhibit E hereto.

3. Utilities

The City will be billed directly and pay for electricity, water, sewer, trash, and primary phone service in amounts appropriate to reasonable usage at the Site. The City will provide public access to Wi-Fi at the Courtyard. The City will provide building maintenance as needed and monthly landscaping service and pest control at the Courtyard.

4. Security

The City will provide on-site security seven (7) days a week, twenty-four (24) hours a day. Security will serve as a resource for The Company and utilize it to maintain safety and order on the site. In addition, The Company can rely on on-site security to oversee the Courtyard's open spaces, bathroom facilities, and the anticipated "safe space." The City will determine the level of security required in the Courtyard. At a minimum, the City will maintain the same ratio of security that existed when the City operated the Courtyard. Current staffing includes 16 armed guards per shift with stationary and roaming positions.

The City will ensure the Courtyard is lit and secured at a level that the parties agree is required to maintain safety.

5. Monitoring and Compliance

The City will conduct reviews and monitor the performance and compliance of the Company to ensure contract compliance as deemed necessary.

Shared Responsibility City/The Company:

The following responsibilities are shared between the City and The Company:

1. Shared Services:

The following services will be provided primarily by The Company. However, the City will assist in these services if City staff is present and available and the demand warrants additional staffing:

- a. The Company will assist with the City's special events;
- b. All aspects of parking management;

2. Overnight Stays:

- a. The City will provide bedding mats for guest use and mat maintenance & repair.
- b. The Company will:
 - i. Check in guest(s) for overnight stay;
 - ii. Reserve shelter beds for families, the medically fragile (as identified through Street Medicine and the Health Clinic on site), and official guests; and
 - iii. Bedding mat cleaning & storage.

3. Utilization of City Vehicles

Employees of the Courtyard who will use City vehicles to perform their duties at the Courtyard must attend and complete the City's Defensive Driving Course and submit their Nevada Driver's License before using any City Vehicle.

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EXHIBIT B - FEES

| CATEGORIES | FTE | AMOUNT |
|---------------------------------------|------------|---------------------|
| Guest Services | 55 | 4,672,704.30 |
| Navigators | 28 | 2,182,874.80 |
| Intake Personnel | 12 | 955,605.58 |
| Coordinators | 9 | 776,967.60 |
| Therapists | 4 | 526,109.17 |
| Liaisons | 2 | 231,147.15 |
| Operations & Maintenance | 8 | 862,543.53 |
| Operations and Maintenance Personnel | 8 | 556,719.17 |
| Cleaning and Maintenance Supplies | | 211,837.23 |
| Repairs and Maintenance | | 93,987.13 |
| Personnel & Administration | 3 | 739,535.83 |
| Direct Engagement Personnel | 2 | 591,323.42 |
| Community Outreach | 1 | 148,212.41 |
| Shared Services | 3 | 452,892.11 |
| Meals | | 244,122.43 |
| Cleaning Personnel | 3 | 208,769.69 |
| Reporting and Other Requisites | 4 | 374,329.97 |
| Data Personnel | 2 | 240,778.28 |
| Billing Personnel | 2 | 133,551.69 |
| Grand Total | 73 | 7,102,005.75 |

Upon execution of the Contract, the City will pay the Company in advance for one month of services (\$591,833.81). Upon completion of the contract one month of services (\$591,833.81) will be retained from final payment.

A reduction in monthly operational costs equal to the cost of the FTE listed in Exhibit B-Fees will be levied against the Company if inadequate staffing levels require City employees as replacements for more than two weeks.

Company shall report their FTE usage compared to this fee schedule on a monthly basis.

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EXHIBIT C – WORK PLAN EXCERPTED PROPOSAL**Provision of Supportive Services**

Create, implement, and operate a system of engagement for guests to address barriers with case management staff. The principles of the Company system of engagement are person-centered and individualized, the Company case management staff will demonstrate empathy, respect, and understanding. No hierarchy exists in the relationship, the case management staff will establish an equal and collaborative relationship with the guest. The Company case management will demonstrate consistency, follow-up, and follow-through with agreements made with guests. The case management staff will get to know the guest's narrative to build trust.

The Company will conduct a needs assessment in collaboration with the guest. The Company currently completes a needs assessment with the individual employing the Person-Centered Planning process, which is designed to respond to the expressed needs of the individual. The needs assessment has the following 11 domains and examples of questions to be addressed.

- **Basic Needs**
 - How do you access your most basic needs? How do you obtain food, hygiene items, toiletries, and clothing?
 - Do you have SNAP Benefits? Do you have a State ID/ License and/or Social Security Card?
- **Housing Domain**
 - What are your current living/ housing arrangements? How do you feel about your current living/ housing environment?
- **Transportation Domain**
 - What is your current mode of transportation? Does public transportation meet your current needs? How do you usually get to appointments or run errands?
- **Financial Resources Domain**
 - Do you have any income coming in right now? Are you physically capable of work? Have you filed for SSDI or SSI? If so, did you do this on your own or get assistance? If assistance, do you have a lawyer?
- **Medical Care Domain**
 - Do you have a PCP? When was the last time you saw your PCP? Do you have medical conditions you do not receive services? Are your medical needs being met?
- **Dental/ Oral Health Domain**
 - When was the last time you saw a dentist? Are you in need of dental/ oral care? Do you have dentures? Any issues with dentures?
- **Mental Health Domain - Therapeutically Driven**
 - Have you ever received mental health treatment? If so, currently or historically? Open to participating in counseling or medication management?
- **Addiction/ Substance Abuse Domain - Therapeutically Driven**
 - Have you ever used drugs/ alcohol? Do you have trouble not using drugs/ alcohol? When was the last time you used it? Tell me about your drug/ alcohol use.
- **Support Systems Domain**
 - Tell me about your family/ friends as a support system. Do you have positive influences in your life? How would you feel about involvement in a support group?
- **Legal Domain**
 - Do you have any legal things going on? Are you attached to parole or probation? Do you have upcoming court hearings? Do you have community service?*
- **Cultural and Linguistic Domain**
 - Do you have any cultural health beliefs and practices, preferred languages, health literacy, and other communication needs? (i.e., reading and understanding health information; communication and decision-making skills; access to health services; and health knowledge and beliefs)

Case Management will use evidence-based best practices to engage with guests, including but not limited to. Once the needs assessment is completed, the case manager will utilize evidence-based best practices to engage the guest and identify methods to achieve success in meeting the guests' identified and changing needs.

Progressive Engagement

Keeping in stride with The Company's fundamental philosophy of a person-centered approach and meeting the individual where they are at. Progressive engagement focuses on meeting the guests' immediate needs and working with the strengths that the guests bring to the table and their distinct situations.

The Company case management team understands that individuals' strengths and needs are not static, and changes can occur over time. Each experiences different needs and barriers. The Company does not have a one-size-fits-all approach, we seek out resources to meet their specific needs and if or when those needs change adjustments are made to meet them. We support those resources by understanding they are not limitless and should not be used by those with modest needs and should be preserved for those with extraordinary needs.

Intensive Case Management

The Company is experienced at engaging individuals in intensive case management given the challenges experienced by those with mental illness and substance use disorders. The current needs assessment includes an associated risk score for the identified needs, as well as an established score indicating which individuals require intensive case management services (ICM). The Company will implement the same process for the Courtyard guests. We will continue to deliver extensive, comprehensive, high-quality services in a concentrated amount of time dictated by the guests' needs. The purpose of ICM is to provide hands-on engagement to guests with low resources and high barriers which make them more vulnerable and susceptible to failure and not reaching self-sufficiency. Intensive case managers will support guests in master lease housing, collaboratively create housing stabilization plans, and support guests in navigating their housing stabilization plans, housing navigation, and discharge.

If the guest does not need ICM services, general case management and coordination services may also be accessed. Additionally, the Company will use its strong network of community resources and providers to help align guests with the most appropriate services, including but not limited to alignment with their assigned MCO, specifically for those folks who need high-level care coordination and would benefit most from a collaborative approach between Courtyard coordination and MCO case management/services.

Trauma-Informed Care

As a behavioral health organization, the Company is cognizant of how trauma can affect families, groups, organizations, and communities as well as individuals. The Company responds by applying the principles of a trauma-informed approach to all areas of functioning. We integrate the understanding that the experience of traumatic events impacts all people involved, whether directly or indirectly. We take into consideration the experiences of trauma among children and adult users of the services and staff providing the services. The Company has practitioners trained in evidence-based trauma practices.

The Substance Abuse and Mental Health Services Administration (SAMHSA) describes homelessness as traumatic, suffering the sudden loss of a home, facing the unknown of living on the street or being unfamiliar with staying in a shelter. This is on top of predisposing factors they have experienced, like poor coping, chronic mental health, substance use disorders, and past trauma.

The Company employs Trauma-Informed Case Management focusing on the 5 domains, safety, trustworthiness, choice, collaboration, and empowerment. The case manager supports and promotes positive and stable relationships and maintains a calm environment to decrease arousal. The case manager will provide clear information about when, where, and by whom services will be provided and take responsibility when they are unable to do something they said they would. The case manager concedes to the individual to decide which goal to work on first. The case manager asks, "How can I support you right now?" during emotional times. The case manager builds upon strengths and promotes resilience. There is a focus on empowerment and not management and control. The process includes establishing goals, objectives, and action steps together, monitoring progress together or revising the plan together, and creating an exit plan together.

Brokerage Case Management

The Company as an entity has made it a priority to create strong connections with agencies within the Las Vegas Valley so that we have a vast understanding of services and which services fit the individuals' needs. The Company utilizes the brokerage case management approach to help align guests with appropriate community resources and the knowledge to access service. This includes MCO, additional shelter services, agencies that provide specific services, and social services within the Las Vegas Valley.

The Company's needs assessment risk score identifies individuals with less intensive needs. Individuals who have demonstrated success in accessing resources for assistance do not require vigorous and frequent case management engagement. Instead, these individuals benefit from identifying their needs and assistance in learning the resources and how to access them. The case manager supports the individual by educating them on the available resources, mapping out a service game plan, and linking the individual to the resources. This process typically requires one or two contacts. The Company follows up with the individual and/or resources to measure the outcome.

Harm Reduction

As a part of the Company's low-barrier design, a harm reduction approach is emphasized. Following Harm Reduction principles guests are not required to participate in treatment or maintain sobriety. The Company works with the guest to reduce the negative consequences of continued use of alcohol and/or drugs, or non-adherence with medications. Individuals are not denied assistance based solely on their inability to achieve sobriety or because of medication non-adherence. The Company employs all possible approaches to assist the guest to reduce or minimize their risky behaviors, while at the same time assisting them to move into, and stabilize in, housing. The harm reduction approach is not intended to prevent the termination of a guest whose actions or behavior constitutes a threat to the safety of other guests and staff.

Person-Centered Approaches

The Company is flexible and responsive to meeting a guest's needs and changing circumstances. We listen carefully to their narrative and engage them with respect and equity. The Company strives to see the individual as an equal part of their care strategy. By implementing a person-centered approach, the Company encourages guests to take the lead on their planning, care, and support. The Company always incorporates the individual's specific wants and needs into their plan. Services are designed and delivered according to the guest's values, beliefs, and situation. The Company applies the same principles of recovery and resiliency and the ability of individuals to regain ground after a setback to person-centered case management, understanding it is not a linear process. Guests may experience bumps in the road, fluctuating between stages of care depending on their recovery, needs, and goals. The Company takes this as an opportunity to develop alternate strategies with the guest to meet those changing needs. The Company will carry this practice over to their work with the guests at the Courtyard. It will be a priority for The Company to create collaborative relationships and build rapport with guests at the Courtyard and continue to engage in a person-centered approach.

Strengths-Base Approaches

The Company values the strength of the individual and understands that the individual brings a wealth of knowledge and experience. The Company uses a strengths-based approach to highlight these distinctive strengths within the individual to help them lead their journey to success. The Company will continue to utilize a strength-based approach with guests encountered at the Courtyard, combined with a person-centered approach, where the relationship is primary and essential, while the actual work takes place in the community. The Company team will lean into the guest's strengths, rather than deficits to highlight that the guests can recover and reclaim their lives, they are the director of the helping process, and they have an oasis of resources in the community.

Active Listening

The Company provides Mental Health First Aid training to its staff, which emphasizes the importance of listening non-judgmentally and promoting skills such as open body posture, eye contact, and engagement strategies. The Company case managers are experienced in employing active listening to build rapport with the individual seeking support.

The case managers recognize their clients are prone to harsh judgment in the community and hesitant to trust others. The Company case managers are genuinely empathic and passionate about serving their clients. They have first-hand knowledge of the effectiveness of using reflective listening and being present and focused on the client. They ask open-ended questions to encourage the client to continue to share. The case managers grasp the non-verbal messages body language provides. They ask clarifying questions to confirm a mutual understanding. They are successful in developing strong relationships and gaining client trust, resulting in achieving positive outcomes.

Other modalities as needed

The Company will adopt additional models of case management as needed, based on identified trends among guests served, such as Motivational Interview and Solution Focused Approach explained below.

Solution Focused Case Management

The Company will adopt the Solution Focused Approach to case management which is based on Solution-Focused Therapy. The Company case managers focus on identifying and amplifying guests' strengths, competencies, and

resources in achieving goals and positive change rather than trying to rectify guests' deficits. In Strength-Based case management, they focus on the individuals' strengths and ability to recover and focus on questions based on survival, support, exception, possibility, and esteem. The Solution Focused case manager interviews use the tools and techniques to consistently keep the focus on identifying, amplifying, and reinforcing the individual's strengths, asking exception-finding questions identifying when the problem did not exist or was less intense, they ask miracle questions or dream questions like, "what would it look like if the problem did not exist?". The questions compel the guest to identify small steps they can begin to take towards the larger goal.

Solution-focused case managers assume that all people have strengths, resources, and competencies and that change is happening all the time. The Company case manager engages in solution talk rather than problem talk and invites the guests to be the experts on their lives and situations. Once the problems, concerns, and history have been identified in the initial meetings, the case manager will shift to the present and future focus, identifying and amplifying the guests' existing strengths to make positive changes. The guest begins defining their outcome goals and begins working toward them. Instituting small manageable changes. The approach results in avoiding the guest or case manager from becoming overwhelmed and/or discouraged.

On-site licensed Behavioral Health Counselors

The Company is excited to offer an on-site behavioral health counselor as a part of the Company-operated Courtyard Team. As a partner in the community, we have a deep understanding of the need for immediate behavioral health services. The Company will institute the availability of Behavioral Health Counselors (BHC) as part of the Courtyard contract agreement. The BHCs will be Nevada-licensed clinical behavioral health professionals. This will include a senior-level licensed behavioral health professional to provide supervision. The behavioral health team will be available 7 days a week, 365 days a year during the morning and evening shifts. In addition, the BH team supervisor will be available off-shift to address any clinical concerns for guests and any of the Company staff. This program offers an additional layer of safety to our guests.

The BHCs will be trained and/or experienced in crisis intervention and crisis management. They will engage in evidence-based practices, including, but not limited to Cognitive Behavioral Therapy (CBT), Dialectical Behavioral Therapy (DBT), Trauma Informed Therapy, and Solution Focused Therapy. They may also serve in the role of Clinical Case Managers to address complicated psychiatric situations.

Create and implement a utilization system and daily schedule for guests to access and utilize laundry facilities

Currently, The Company Support Center has a daily schedule/system for guests to utilize laundry services and will duplicate that system at the Courtyard. The Company focuses on a person-centered approach and assists guests with any help with teaching. The Company will create an ongoing daily list in an organized system to ensure guests have access to and availability for laundry services. The Company staff will receive guest laundry, wash/dry laundry, and return laundered items to the guest.

Supply Staff Navigators for The Arrow Shuttle system – a fixed route, free shuttle system for guests at the Courtyard

The Company is the only privately held organization on the Arrow Shuttle system route. The route includes both the Company Support Center locations. The Company staff currently makes referrals using its pre-defined process and documentation and will continue to do so daily. The Company staff will track referrals made in HMIS.

The Company will employ a staff navigator/peer support specialist for the Arrow Shuttle system providing a person-centered approach with special training to accompany the guest on the Arrow Shuttle. The Company staff navigator will have Nonviolent Crisis Intervention® Training provided by the Crisis Prevention Institute (CPI), which provides the skills needed to safely de-escalate crises, and Mental Health First Aid, which is a skills-based training that teaches how to assist individuals experiencing a mental health or substance use-related crisis.

Create a calendar of regularly scheduled enrichment activities for Courtyard guests

Currently, the Company has created and implemented a daily module schedule for activities and will duplicate that system at the Courtyard. The Company will continue to work in collaboration with other agencies and companies to bring progressive and enriching programming to the Courtyard. The activity calendar will be updated monthly and will be posted on-site at the Courtyard and if appropriate, distributed to community partners.

Create, implement, and operate a system for answering and triaging incoming phone calls to the Courtyard

The Company will be responsible for answering all calls placed to the Courtyard and calls will be directed as appropriate. The Company has an established protocol for clinical staff availability at the Company Support Center and will implement

this process at the Courtyard to address any crisis calls received. The Company will respond daily to telephonic inquiries to the Courtyard. If a voice messaging system exists, the staff will forward the voicemail or message to the appropriate staff or place a return telephone call if a contact telephone number was provided or respond via email if an email address was provided. The Company employees will address all forms of communication in order of time sensitivity and urgency. The Company employees are expected to answer all calls and inquiries, as well as efficiently communicate any updates or inquiries to the correct department, within 1 day of receipt.

The Company employees are held to high standards for customer service and a Person-Centered approach in all guest interactions. The Company employees are well-trained to handle de-escalations and service recovery whenever needed. The Company employees will familiarize themselves with services offered in the community, as well as the Courtyard so that guests are expertly guided. The Company employs a diverse number of employees as well as utilizes an interpretation line for any language barriers, so any assistance needed by all guests can be addressed. The Company employees update in real-time and cross-reference multiple operating systems to ensure capture and, thus, delivery of accurate information to all necessary parties. The Company employees are flexible and adaptable to any changes needed, whether it be in policy/procedure changes or operating systems.

Create, implement, and operate a system for answering and triaging emails received by the Courtyard and inquiries and emails forwarded by the City that should be received and addressed by the Courtyard

Daily, the Company will respond to emails received by the Courtyard. This includes emails forwarded by the City that were meant for the Courtyard and are to be addressed by the Courtyard. The Company guidelines for answering and triaging emails set an expectation that employees will address all forms of communication in order of time sensitivity and urgency. The Company employees will be expected to answer all e-mails and inquiries, as well as efficiently communicate any updates or inquiries to the correct department.

The Company employees are held to high standards for customer service, e-mail etiquette, and a Person-Centered approach in all guest interactions, whether via written or verbal communication. The Company employees are well-trained to handle de-escalations and service recovery whenever needed. The Company employees will familiarize themselves with services offered in the community, as well as the Courtyard so that guests are expertly guided, and/or inquiries are properly transitioned to the intended recipient(s). The Company employees update in real-time and cross-reference multiple operating systems to ensure capture and, thus, delivery of accurate information to all necessary parties. The Company employees are flexible and adaptable to any changes needed, whether it be in policy/procedure changes, to avoid relaying inaccurate or outdated information. The Company has a shared e-mail system overseen by the IT department, giving access to the Company management to track receipt/sending of communication; as well as intervene whenever necessary. The Company management will address any employee who willfully fails to comply with specified laws/expectations and the Company employees will be subject to disciplinary action as deemed appropriate according to the offense detected by the Company management.

Create policies and procedures for daily operations for guests to access mail, computer center, charging stations, distribution of hygiene items and towels for shower use, and short-term, medical, and long-term storage bins

The Company will mirror the current internal process in implementing safe mail retrieval for each guest at the Courtyard. Charging Stations are available daily for guest use. Any guest may choose to use the Courtyard as a mailing address. The Company staff will deliver mail to guests who are using the courtyard as a mailing address following established protocols. The Company will explore the computer room's current hours of operation and identify the need for any adjustment to meet the needs of the guests served. The Company staff will guide guests to the computer room and if needed, assist guests with the use of the computer. The Company employees will track the use of computer resources to ensure fair use and access to all guests. The Company staff will track guest technology for charging, monitor technology for security, and return technology to guests. The Company will create and implement tracking and distribution of hygiene items and towels to be used for accessing the Courtyard showers. The Company will implement mechanisms for guest utilization of short-term, medical, and long-term storage bins.

Responsible for programs and services at the Courtyard

Currently, the Company handles similar tasks at our Support Center. We intend to continue collaboration with other entities to produce positive outcomes for guests. The Company and their care coordination goes further than sitting behind a desk. Staff is expected to provide appropriate and timely referrals to different entities (medical, behavioral health, etc.). The Company has an extensive history of meeting members "where they are at" and assisting in guests moving forward toward self-sufficiency. We will continue to maintain the program and services provided at the Courtyard, along with tracking within HMIS. We believe with more navigator engagement happening on the campus, more guests will be enticed to utilize additional services or follow through with referrals made.

Operations and Maintenance

Grounds and building cleaning and general maintenance

The Company currently maintains the grounds and building cleaning, as well as general maintenance at all the Company locations, including the clinics and Support Centers. In the same fashion, the Company will take care to maintain the cleanliness of the Courtyard buildings and grounds. The Company will clean the windows, restock the toiletries, as well as mop, vacuum, power wash, and sanitize high-use areas following CDC recommendations for COVID-19 mitigation purposes. The smoking area will be cleaned daily, emptying cigarette receptacles, sweeping, power washing, and adjusting barriers used for defining the smoking area.

- Grounds Cleaning
 - The Company will ensure that the Courtyard grounds are clean, this may include sweeping the sidewalk, concrete pads, and parking lot, removing cigarette butts and debris from flower beds or decorative rocks, picking up litter, emptying trash receptacles, and disposing of trash.
- Building Cleaning
 - The Company has adopted guidelines in its policies and procedures to take proper steps for cleaning, sanitizing, and disinfecting surfaces to remove germs that can make people sick. Surfaces that people touch a lot, such as door handles, railings, light switches, chairs, and tables, while bathroom and kitchen surfaces should be cleaned, sanitized, and disinfected routinely.
 - The guidelines include the surfaces to clean and sanitize, including, common areas, tables, phones, rails, and spaces to meet with clients. The surfaces to clean and disinfect, include bathroom sinks, bathroom handles, and bathroom dispensers. In addition, it identifies surfaces to clean and disinfect between guests, which include storage bins and sleeping mats.
 - The Company will assess the building cleaning needs and create a building cleaning checklist identifying areas and items to be cleaned, such as floors, and windows, removing trash, and dusting. It will also include the frequency at which they are to be cleaned, daily, weekly, or monthly.

General maintenance

The Company maintenance staff will conduct routine checks and inspections on a daily, weekly, quarterly, or annual basis. This will ensure that equipment is operating properly and prevent or detect potential issues in the future. This will allow for correction before a major issue occurs. The record of the inspection and subsequent inspections will serve as a guide for scheduling maintenance and preventing future equipment failures.

The Company will provide general maintenance of the building's interior and exterior, identifying issues with the exterior, interior, lighting, equipment, roof, and plumbing. The Company maintenance staff will conduct general repairs, not requiring specialized technicians, such as a plumber, or electrician.

Create policies and procedures for daily mat cleaning that adhere to OSHA standards of practice for sanitization and bacterial/virus kill times

The Company has established policies and procedures for guidelines that follow the Occupational Safety and Health Administration (OSHA) standards of practice for sanitization and bacterial/virus kill times. The Company follows the definition of cleaning, sanitizing, and disinfection. Cleaning is the use of soap or detergent to remove dirt and debris from surfaces. Sanitizing is meant to reduce, but not kill, the occurrence and growth of germs from surfaces. Surfaces that are to be cleaned and sanitized are common areas, tables, chairs, phones, light switches, railings, and spaces where staff meet with guests. Disinfection uses a chemical to kill germs on surfaces that are likely to harbor germs. Staff will wear personal protective equipment including disposable gloves, eye protection, clothing that covers exposed skin, and face masks.

Supplies will be properly labeled including spray bottles and measuring cups. Supplies will be stocked and available for cleaning and disinfection, such as scrubbing pads/cleaning brushes, paper towels, and garbage bags.

Disinfectants work best on a clean surface and usually require a longer surface contact period (between 1 - 10 minutes) to work. The Company will use disinfectant products found on the Environmental Protection Agency (EPA) List N and read the instructions on the bottle. The surface will be pre-cleaned with soap and water and the instructions on the disinfectant product will be followed including the contact time in the directions, with the surface remaining wet the whole time to ensure the product is effective. The Company staff will wear disposable gloves and discard them after each cleaning, followed by washing their hands. The disinfectant product lids will be tightly closed and stored in a safe designated area. Sanitizing is meant to reduce, but not kill the occurrence and go of germs from surfaces.

Pet kennel cleaning and pet management

The Company will follow the specifications in Exhibit F "Standard of Care for Pets". The Company will educate guests seeking to house their pets that only dogs and cats can be accommodated, and kennels are available on a first-come, first-served basis. The guest will be required to review and sign the Standard of Care for Pets, agreeing to follow the guidelines and acknowledging that they may be required to remove their pet from the Courtyard kennels if they fail to do so. The Company will conduct daily inspections of pet kennels for damage and will replace damaged kennels. The Company will clean kennels after guests have discontinued use. The Company will assign open kennels for utilization.

The Company will operate the pet kennels following the applicable Las Vegas Code of Ordinances found in Title 7-Animals and will report animal abuse to Animal Protection. In particular, Las Vegas Municipal Code 7.32.190 Crating or boxing. The Company kennel operation and staff will be instructed of code that "no animal shall be overcrowded in a crate, box or receptacle nor shall there be a failure to provide food, water, shelter or sanitation for any animal" and to do so is a misdemeanor. The Company will also educate guests with pets staying in a kennel of the municipal code. If the guest fails to feed or water their pet or clean their pet's kennel, staff will escalate the situation to their supervisor and a decision will be made to contact appropriate authorities the Company has developed a draft policy and procedure that outlines responsibilities, procedures, and incorporates the "Standard of Care for Pets".

Pet kennel cleaning/pet management in this context refers to when guests abandon their pets or vacate the Courtyard and have transitioned with their pet

The Company employees will follow sanitation procedures as they relate to standards of care for pets, as well as use proper Personal Protective Equipment (PPE) during the pet kennel cleaning process after the pet has been abandoned by their owner or vacated (before new pet use). The following procedures will be led by the Company employees:

Small Kennels / Animals (Per Use; before new pet)

1. The bedding will be removed and placed aside to be placed in a designated washer and then dryer
2. Grate and Platform will be removed to be placed outdoors to be thoroughly sprayed down
3. Odoban or Bleach solution will then be used on the Grate and Platform, scrubbed, and left to dry
4. Odoban or Bleach solution will also be used to wipe the entire kennel (walls, sides, roof, floor, front door, etc.)

Large Kennels / Animals (Per Use; before new pet)

1. The bedding will be removed and placed aside to be placed in a designated washer and then dryer (or to dry outside if size does not permit)
2. Any food or debris will be swept away
3. If bodily fluid or organic matter is discovered:
 - a. Proper removal of biohazard will be prioritized
 - b. The floor will be mopped/scrubbed with Odoban or Bleach solution
 - c. Odoban or Bleach solution will also be used to wipe the entire kennel (walls, sides, roof, floor, front door, etc.)
 - d. The Company employees will report, address, and direct any concerns to the proper referrals relating to the safety and handling of the animals when needed (i.e. fleas)

Pet kennel cleaning and management are defined per the Pet Standards of Care (see Exhibit F) as the guest's sole responsibility. The pet owner must properly clean up after their pet and dispose of animal waste, in the pet kennel and outside the pet kennel area. Pet-friendly disinfectant/cleaner and environmentally friendly waste bags are provided by the Courtyard kennel. If necessary, pet owners will be provided with proper Personal Protective Equipment (PPE). If needed, the Company staff will provide pet owners with guidance on cleaning the pet kennel.

Pet kennel maintenance and repair

The Company employees will inspect daily and report any kennels that may show signs of needing repair or maintenance to prevent injury to the animals. Routine maintenance and inspection are to be conducted daily by the Company staff to identify all needed repairs efficiently. The inspection will ensure that the kennels have sufficient drainage to avoid stagnant water. Pets are within a controlled, open, fenced area. Any furniture or furniture-type fixtures shall be made of materials that can easily be cleaned or disinfected. Any furniture will be removed or replaced if worn, soiled, or deemed unsafe condition. Surrounding trash or food containers are to be closed or covered when not in use, with food waste to be removed at least once a day. The environment in and around areas where pets are present is to uphold and maintain sanitation requirements/conditions to prevent harboring, breeding, and attraction of insects/vermin. If necessary, the pet owner will be advised immediately of the need to relocate the pet to another appropriate kennel. The pet owner will be

asked to return to the kennels to do so. If the pet owner is not available, the issue will be escalated to a supervisor for further consideration.

Reporting instances of repair to the City team leads

The Company staff conducting the kennel inspection will document the location of the kennel identified in need of repair and forward the report to the City team lead promptly.

Shared Services/Overnight Stays/Break Room

The Company understands that City staff may assist with the following services in circumstances where there is a warranted demand if they are present and available. However, the primary responsibility for the services falls to the Company.

Enrollment of guests into the Courtyard

The Company employees will continue to greet every guest in the courtyard and assist in completing their enrollment process. The Company employees will provide a tour for all the guests to help them familiarize themselves with the campus and the resources available on-site. The Company employees will guide each guest to the appropriate points during the process (i.e., start at the front desk, make appointments, sign up for the Company care coordination, etc.). If a guest has not been enrolled, the Company Navigator will escort guests to the enrollment location to complete the enrollment process.

The Company employees will track and update all systems to reflect all guests checked into the Courtyard daily. During all interactions, the Company employees will display core value expectations (i.e., respect to all, integrity, ethics, and open door policy, person-centered) and exhibit hospitality to positively represent the mission and vision of the Courtyard.

Track and record guest services and outcomes in HMIS

The Company currently has access to HMIS and initiates completing the Client Consent for Release of Information by explaining the purpose and purpose of HMIS, allowing the Company to collect and share with partner agencies and track and record guest services utilized at the Courtyard, as well as outcomes. The Company will keep track of services that have been accessed by guests daily and enter encounters into HMIS.

The Company collects the guest's demographic information including name, date of birth, gender, race, ethnicity, social security number, phone number, address, and a photograph or other likeness (if possible). Additional information gathered includes basic medical, mental health, substance use, insurance and benefits information, daily living information, housing information, utilization of crisis services, veteran services, hospitals, and jail. The Company will also enter employment information and income. Services provided by Partner Agencies

The Company conducts several types of assessments within the course of engagement with individuals and will provide the results assessments that do not violate the Health Insurance Portability and Accountability Act (HIPAA). Information collected by the Company that is not stored in HMIS will be stored in The Company's Health360 platform. This may include case management needs assessment documentation, care coordination information, and guest medical and behavioral health information.

The Company will assist with the City's special events

The Company will participate in all City special events and assist in any preparation that may be needed. The Company will be easily distinguishable via uniforms and be well-versed in resources available at the courtyard to direct any potential partnerships or guests. The Company will continue to display its humanistic core values and beliefs, as well as how they play into and are considered in the creation of the organization's entire operations/protocols. When participating in special events, The Company will take into consideration within the budget to provide incentives for guests or general promotional purposes.

All aspects of parking management

The Company will keep track of and monitor all vehicles in the parking area or garage before/after entry; as well as capacity. The Company will do perimeter checks every hour to ensure the safety of vehicles and report any activity that may be deemed suspicious. The rate of perimeter checks may increase according to need and escalation of report(s) will be determined by urgency, as well as addressed promptly. The Company will create a system (i.e., stickers, permits, etc.) to distinguish between staff and guest vehicles; or assign spaces as needed. The Company will create a system (i.e., traffic cones, partitions, etc.) to manage/maintain the organization. The Company will abide by any other parking

requirements and code of conduct. For example not parking in disabled spaces, not blocking exits/entrances, not parking in high-risk places [construction], etc.

Oversight of court-appointed community service individuals; The Company shall establish a point of contact. The Company will assign an appropriate liaison to oversee community service requests from guests. Liaison will act as the point of contact for the party requesting completion and documentation of said community service. The liaison will be responsible for scheduling, assigning duties to guests, and monitoring attendance.

Overnight Stays

The City will provide bedding mats for guest use and mat maintenance & repair. The Company understands that the City of Las Vegas will provide the bedding mats for guest use, as well as the mat maintenance and repair.

The Company will:

- Check in guest(s) for overnight stay
The Company understands that the city will provide bedding mats for guest use and mat maintenance and repair. In turn, the Company will create or review the current process in place for the distribution of mats for overnight guests and will distribute mats and sign-in guests for their overnight stay daily.
- Reserve shelter beds for families, the medically fragile (as identified through Street Medicine and the Health Clinic on site), and official guests
The Company's case management and/or navigators will identify families and medically fragile guests who are seeking shelter upon intake and/or rapport building throughout the campus. The Company will utilize partnerships with the Las Vegas Rescue Mission and other agencies to ensure a warm handoff to the receiving agency for shelter services.

Bedding mat cleaning & storage

The Company will organize and conduct daily cleanings of the mats including sanitizing and/or disinfecting and Mats will be temporarily stored for nightly utilization and distribution will begin before evening check-in.

The Break Room

The break room will be carefully managed by The Company at a small scale to avoid serving as a meal service for Guests and to avoid duplicating meal services provided by neighboring organizations.

The microwave and refrigerator provided by the City are to be used by The Company to provide light meals to Guests arriving after outside third-party community meals have ended or who are otherwise unable to reach nearby food services.

The Company has an established uniform policy for break room use for the Company staff and small-scale meal services for guests. The Company management will ensure the availability of the break room for employee use during regular operating hours to provide a place for employees to take any/all necessary breaks and meal periods free from assigned duties in compliance with Nevada State Labor requirements highlighted in the NRS 608.19 and NAC 608.145. The Company management and employees shall ensure the City-provided microwave and refrigerator are maintained continuously to meet and/or exceed any health and safety-related requirements as defined by OSHA. The Company management and employees will ensure compliance with the Nevada Administrative Code Chapter 446 regulations about food/utensil preparation, storage, and distribution to guests. The Company management will ensure that the City-provided appliances are to be used to provide light meals for guests arriving after third-party meal services have ended or when guests are unable to meet personal food hygiene needs met by local neighboring meal/food services.

The Company management and employees will utilize its community network relationships and its case management information systems when tracking and keeping records of guests that have utilized meal services by neighboring organizations to avoid duplication of services.

Utilization of City Vehicles

Employees of the Courtyard who will use City vehicles to perform their duties at the Courtyard must attend and complete the City's Defensive Driving Course and submit their Nevada Driver's License before using any City Vehicle.

The Company is dedicated to promoting the safe and responsible use of company and/or city vehicles for office business purposes and transporting guests. The Company policy on the Utilization of City Vehicles outlines the guidelines for the Company employees who are authorized to utilize city vehicles. This includes providing a copy of a valid Nevada driver's

license and attendance and completion of the City's Defensive Driving Course. The policy also addresses the proper procedure to reserve, operate, maintain, and inspect a vehicle, as well as fueling and return of the vehicle.

General Maintenance and Building Upkeep

The Company acknowledges the City is responsible for the structural maintenance of all existing buildings on site, including any temporary space utilized for the Courtyard. The City will also ensure that existing structures on site can be used for the Company staff to store program-related materials safely. The City will service, maintain, and clean the portable restrooms. The City will provide regular pest control and additional pest control services as deemed necessary by the Company.

The Company will assume responsibility for immediately notifying the City of any maintenance issues that might threaten health or safety. In addition, the Company is responsible for informing the City of all other maintenance issues promptly, and the City is responsible for addressing those issues promptly.

Operations and Maintenance

The Company acknowledges that the City is responsible for providing all of the following services in the Courtyard:

- a. Grounds, building, and parking lot maintenance/repair
- b. Process and approve checks for financial payments
- c. Manage contracts for portable restrooms, pest control, and garage/waste services;
- d. Procure cleaning & maintenance supplies
- e. Coordinate and oversee contractor(s) for repairs
- f. Maintained Courtyard's equipment and mechanical systems
- g. All aspects of special event services; signage
- h. Drinking water coordination, including the provision of drinking water for guests
- i. One working hotbox at full buildout to treat bedbugs

Utilities

The Company acknowledges that the City will be billed directly and pay for electricity, water, sewer, trash, and primary phone service in amounts appropriate to reasonable usage at the Site. The City will provide public access to Wi-Fi at the Courtyard. The City will provide building maintenance as needed and monthly landscaping service and pest control at the Courtyard.

The Company acknowledges that the City will provide on-site security seven (7) days a week, twenty-four (24) hours a day. Security will serve as a resource for the Company and utilize it to maintain safety and order on the site. In addition, the Company can rely on on-site security to oversee the Courtyard's open spaces, bathroom facilities, and the anticipated "safe space." The City will determine the level of security required in the Courtyard. At a minimum, the City will maintain the same ratio of security that existed when the City operated the Courtyard. Current staffing includes 16 armed guards per shift with stationery and roaming positions. In addition, the Company accepts the City's assurance that the Courtyard will be well-lit and secured at a level that the parties agree is required to maintain safety.

The Company Courtyard Commitment

The Company will apply our key tenets, flexibility, innovation, solution focus, collaboration, consistency, support, and accountability to achieve successful operations of the Courtyard. The Company's strength lies in its ability to flex to meet operational demands, address and resolve challenges and barriers, and adjust to changes. The Company will continue the innovative approach to serving the Courtyard guests, in the manner served to the community resulting in changing the landscape of behavioral healthcare in Southern Nevada. Our solution-focused approach assures the fortitude to provide unsurpassed quality services and support to Courtyard guests, and expedited resolution and improvement when identified. The Company's ability to collaborate with community stakeholders provides improved access, resources, and services to Courtyard guests, reducing delays and providing immediate assistance to meet their needs at the time it is needed. The Company upholds consistency as a fundamental building block to establishing rapport, genuine trust, and engagement with guests and those encountered in the course of our endeavors. Support has been an imperative factor for all that the Company has accomplished. It will be our mission to support the Courtyard guests, team members, and the community, as well as seek the support of collaborators, stakeholders, and the community. Success lies within accountability. The Company team is dedicated to being accountable as the Courtyard Operator, performing to our highest ability to create an environment of safety, success, and results.

The Company's commitment will elevate Courtyard guest services to guest solutions, utilizing our unique behavioral health experience supported by an approach designed to address the needs of each guest and the Courtyard itself. The Company's plan includes:

- On-site leadership, with immediate access to administrative support
- On-site licensed behavioral health counselors 7 days a week available morning and evening shifts
- Case managers with community, behavioral health, and medical coordination experience
- Data manager and data specialist specifically appointed to assurance data quality and reporting
- Experienced billing specialist
- Navigators that are Peer Support Specialists
- Navigators with lived experience
- The Company's ability to provide the opportunity to train staff to be Peer Support Specialist

The entire Company team looks forward to the opportunity to demonstrate our skills and expand our purpose to improve the lives of people in our community.

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EXHIBIT D – DELIVERABLES

In addition to the Reporting and Other Requisites listed under Company Responsibilities Section 6, the following information listed below but not limited to the data listed shall be collected and shared with the Project Manager:

Demographics

- Age
- Race/Ethnicity
- Family
- Individual

Possible Cause of Homelessness

- Shortage of Affordable Housing
- Mental Illness
- Drug & Alcohol Abuse
- Lack of Government Aid
- Physical Illness/Handicaps

Process

- Number of Homeless Persons Referred to Services
 - Indicate Service(s) referred
- Number of Homeless Person Visits
- Number of Homeless Persons that Received a Comprehensive Assessment
- Number of Homeless Persons that Receive One or More Core Services
 - Need to define 'Core Services'
 - Indicate the Core Service Received
- Length of Time Persons Remain Homeless
- Number of Individuals who Became Homeless for the First Time
- Most Recent Place of Residence
 - Friend's place
 - Unsheltered
- Number of beds occupied
 - Overnight Stay – Average
 - Overnight Stay – Highest
 - Overnight Stay – Lowest
- Length of Stay
 - 1-10 Days
 - 11-20 Days
 - 21-31 Days
- Number of Homeless Individuals with Repeat Stays
- Call Volume and Types of Calls and Timely Response
- Number of Insured and Uninsured Individuals
- Number of Individuals who had a CHAT assessment have a Low Risk of Housing Instability
- Number of Individuals who had a CHAT assessment have a Medium Risk of Housing Instability
- Number of Individuals who had a CHAT assessment have a High Risk of Housing Instability

Outcomes

DHHS recommends partnering with agencies to obtain data due to the difficulties providers may encounter trying to locate the individual. In addition, we may have to request an individual permit for the Company to collect certain data on their behalf.

For our purpose, the following agencies and data-sharing agreements would be beneficial:

- DETR for wage record data
- Access to HADS for Housing Outcomes

- Working with the non-profit agency to obtain updates on the individual
- Data Sharing agreements with TANF, Food Stamps, Emergency Assistance, and other Human Services Programs

Otherwise, running a query in HMIS to see if there are any updates in the system may suffice.

Housing

- Number / Percent of Individuals Whose Housing Condition is Upgraded During the Past Month or Quarter
- Number / Percent of Individuals Who are Permanently Housed During the Past Month or Quarter
- Number / Percent of Homeless Persons Whose Days of Homelessness During the Past Month / Quarter are Reduced
- Number / Percent of Homeless Persons successfully placed in Housing
- Number / Percent of Homeless Persons Moved into Permanent Housing in an average of 30 days or less (from wherever their last residence or after the term of transitional housing)
- Number / Percent of Individuals who did not Return to Homelessness during the Quarter
- Number / Percent of Individuals Connected to Housing through a Family Member or Friend
- Number / Percent of Individuals who Exited the Program due to Permanent Housing Placement
- Number / Percent of Individuals Newly Enrolled in Public Assistance

Earnings/Employment Status

- Number / Percent of Homeless Individuals Enrolled with Improved Earnings during the Past Month / Quarter
- Number / Percent of Homeless Individuals Enrolled Employed 30 or More Hours per Week
- Number / Percent of Homeless Individuals with Increased Hours Worked during the Past Month/Quarter

Health Status

- Number / Percent of Individuals Assessed with Substance Abuse Problems that Have had No Drug Use in the Past Month / Quarter
- Number / Percent of Individuals Enrolled Assessed with Physical Health Problems that have Good or Improved Physical Health During the Past Month / Quarter
- Number / Percent of Individuals Assessed with Mental Health Problems that have Good or Improved Mental Health Status During the Past Month/Quarter
- Number / Percent of Individuals Enrolled in Medicaid or Medicare who were not previously enrolled

Program Performance Measures

- Success rate in removing barriers and assisting households to reach milestones that will support housing readiness
- Ability to reduce wait times for homeless individuals needing.....
- HMIS Consent – Number / Percent of Homeless Individuals Providing HMIS Consent
- HMIS Data Collection – Number of Households with an HMIS record that is 90% Complete
- Cost per Household Served

EXHIBIT E – PROFESSIONAL BOUNDARIES CODE OF CONDUCT**City of Las Vegas
Courtyard Homeless Resource Center (HRC)
Professional Boundaries Code of Conduct**

The City of Las Vegas has developed a policy to ensure a professional environment at the Courtyard Homeless Resource Center. Due to the nature of the work at the Courtyard, it is essential interaction between staff and clients remain professional. Clients of the Courtyard are guests seeking services and assistance. Any relationships or interactions with clients of a personal nature create a conflict of interest, and opportunities for preferential treatment, and weaken workplace morale.

It is the responsibility of all staff, community partners, and vendors at the Courtyard HRC to set and maintain clear, appropriate, professional boundaries with all Courtyard guests. Exceeding professional boundaries indicates that our team members or our community partners are becoming over-involved with and/or exploitative of our guests. Boundary violations are considered unethical and, in some cases, may be illegal.

What are Professional Boundaries?

Professional Boundaries provide a framework for healthy relationships between staff/providers and our homeless guests. They are the physical and emotional limits that protect the guest's vulnerability and protect staff from becoming over-involved. Healthy professional boundaries keep the staff-guest relationship a safe one where the focus remains on supporting the guest.

What is the relationship between staff and guests?

When we pay careful attention to professional boundaries and our relationships with our guests, we protect their trust and the trust of their families. Staff/providers should respect how a person's experience at the Courtyard can affect their feelings of personal power. Staff/providers are in a position of power regarding this relationship, so they are responsible for managing issues of boundaries, even if the guest's behavior seems to encourage boundary violations.

What is the difference between a professional relationship and a non-professional/social relationship?

| Professional Relationship | Non-Professional Relationship |
|--|---|
| <ul style="list-style-type: none"> • Paid • Service Oriented • Time Limited/Location Limited • Asymmetry in power • Focused on the guest's needs • Goal oriented | <ul style="list-style-type: none"> • Not paid • Social • Spontaneous • Power is shared • Focused on shared interests • Casual |

What are some warning signs of unhealthy or non-professional boundaries?

Boundary violations generally occur one small step at a time and often without warning. Below are a few signs that could indicate the boundaries are weakened or have been crossed:

- You share personal problems or aspects of your intimate life with guests
- You keep secrets with guests
- You have received gifts from guests
- You speak to guests about your personal needs or inability
- You speak poorly of co-workers or the Courtyard with guests
- You talk with guests or their families about things that are out of your scope of practice
- You give a guest personal contact information or money
- You feel that you understand the patient's problem better than other members of the Courtyard Team
- You frequently think of the guest when away from work
- You spend free time with the guest
- You selectively report the guest's behavior (positive or negative)
- You have swapped work assignments to work with a particular guest for personal reasons

How do I maintain professional boundaries?

- Remain mentally healthy. Take time for yourself and your family.

- If you are feeling vulnerable with specific guests, do not be afraid to ask a team member or manager for help.
- Avoid caring for family, friends, and people with whom you do business. Change assignments if necessary
- Do not use offensive language or make sexual comments or jokes
- Use touch correctly, appropriately, and ONLY when welcomed and you have the guest's expressed permission
- Do not accept or give gifts, loans, money, or other valuables to or from patients
- Do not visit or spend extra time with a guest that is not part of your assignment
- Do not share personal or financial information with a guest
- Maintain a courteous and respectful attitude with all patients equally

What is a boundary violation?

A boundary violation occurs when a staff member/provider violates or exploits their relationship with a guest. This can happen when a staff member/provider has displaced or confused his or her own needs with those of the guest. Examples include:

- Excessive self-disclosure
- Deliberate socialization outside of the professional environment
- Keeping secrets for a patient
- Breaching confidentiality
- Dating Courtyard guests
- Using personal vehicles to transport Courtyard guests
- Housing Courtyard guests at properties they own, rent or lease
- Providing guests with personal phone numbers
- Loaning money to or borrowing from guests
- Engaging in business with guests, such as selling goods, services, etc.

Harmful and unethical boundary violations include:

- Abuse
- Sexual relationships
- Exploitative business relationships

What are the consequences of unhealthy boundaries?

Our homeless guests are extremely vulnerable and they trust us to care for them and help them meet their needs. They come to us in a time of need, presenting physical and emotional distress. When professional boundaries are violated or inappropriately crossed, it causes the staff-guest relationship to become untrustworthy, ambiguous, and possibly unethical. Boundary violations can discourage guests from seeking help in the future, exacerbate psychiatric disorders, and promote dependence.

If it is determined that a team member from the Courtyard is not maintaining professional boundaries with Courtyard guests, the team member will be removed from the site immediately and reported to their agency.

What do I do if I witness others violating professional boundaries?

If you see other staff members or providers violating professional boundaries, it is not helpful to the guest or the professional to ignore the issue. You may take time to mentor less experienced staff with what they could have said or done to cross a boundary. If the violation is repeated, inform your supervisor. Employees may report policy violations anonymously and will not be penalized for reporting inappropriate behavior.

Strategies for maintaining clear and appropriate boundaries

Anticipate that Courtyard guests might act inappropriately with you. Guests may ask personal questions, ask for personal information, flirt, offer or ask for gifts, express attraction, make suggestive comments, expose themselves, express possessiveness, or have a desire to cooperate with only you. They may even become jealous or silent if you interact with other guests. It is always the staff member's responsibility to control the situation and establish clear and appropriate boundaries.

- In your interactions with guests, remind yourself "Whose needs are being met?" Your professional focus should be on the guest's needs, safety, and well-being.
- Be aware of the possibility of Compassion Fatigue where professionals can experience emotional, physical, and mental exhaustion as a by-product of caring for other

- Recognize that you cannot be all things to all people at all times. These kinds of thoughts can lead to improper interactions and/or compassion fatigue
- Respect others' personal space, physically and verbally. Remember you are modeling appropriate boundaries for the guests. Seek help from your supervisor as needed and notify your supervisor if you observe or become aware of boundary violations
- Seek and maintain healthy relationships in your own life outside of work. If you are overly involved in your work or if you are in an emotional crisis you may be more vulnerable to discussing personal information and thereby committing boundary violations.
- Be aware of any intimate feelings for guests and discuss them with a supervisor, so you will have support and assistance in promoting clear and appropriate boundaries. Remember that reassignment may be necessary in some situations.

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**City of Las Vegas
Courtyard Homeless Resource Center (HRC)
Professional Boundaries Code of Conduct
Acknowledgment**

I acknowledge that I have received a copy of the City of Las Vegas Courtyard HRC Professional Boundaries Commitment. I understand that I am expected to read and comply with the guidelines presented in this document and any revisions to it.

I understand the following:

- I have read and understood the contents of this document and will act in accordance with these policies and expectations as a condition of my employment assignment with the Courtyard HRC.
- I understand that if I have questions or concerns at any time about the Professional Boundaries Code of Conduct, I will consult my immediate supervisor for clarification.
- The Professional Boundaries Code of Conduct outlines certain standards and policies but is not all-inclusive. I am responsible for consulting with my supervisor, regarding questions not addressed in the policy.
- The Professional Boundaries Code of Conduct is subject to change at the sole discretion of the City of Las Vegas and without prior notice. The city may deviate from its standards, policies, and procedures when it deems necessary in its sole discretion.
- This Agreement may not be modified, changed, or discharged in whole or in part except by a written agreement, signed by the parties.

Name (print): _____

Signature: _____

Date: _____

**EXHIBIT F – STANDARD OF CARE FOR PETS
COURTYARD HOMELESS RESOURCE CENTER**

Standard of Care for Pets

Please take a few minutes to read the important information below regarding the standard of care for the pet kennel services provided by Courtyard HRC. Pet kennel space is available on a first-come, first-serve basis.

If should have any questions or concerns, please reach out to a staff member or volunteer.

1. The pet kennel space at the Courtyard HRC is for guests to use to house their dogs and cats. Other types of animals cannot be accommodated. Pet food, litter and kennel comfort items may be provided through donations by a non-profit organization in Las Vegas.
2. All pets housed in the pet kennel area at the Courtyard HRC are the responsibility of their owner; the pet owner is responsible for feeding, exercising and cleaning up after their pet.
3. All pets will be housed in a kennel large enough for the pet to stand and turn around in, with space for two bowls and a litterbox for cats.
4. Pet must remain in their designated kennel in the pet kennel area, except during times when pet owner takes their pet out for exercise. While out of their kennel at the Courtyard HRC, dogs must remain on a leash at all times and muzzled if necessary.
5. Feeding time for all pets is once in the morning and once in the late afternoon/evening. Free feeding and food left out in the pet kennel area is prohibited; they present health hazards for both pets and guests.
6. Pet owner agrees to properly clean up after their pet and dispose of animal waste, both in the pet kennel and outside of the pet kennel area. Courtyard HRC shall provide pet-friendly disinfectant/cleaner and environment-friendly waste bags.
7. Carrier doors are to be latched and secured at all times, without a lock. Locks placed on kennels **will be removed, as they present a fire hazard.**
8. Pet owner will maintain proper identification on their pet at all times. Please reach out to a staff member or volunteer for further guidance on proper identification for your pet.
9. Pet owner acknowledges that failure to follow the standards of care for pets at Courtyard HRC, may result in Animal Control removing their pet from the pet kennel area and Courtyard HRC.
10. It is strongly encouraged that each guest complies with state and local laws so that their pet is current on all vaccinations. Owner must be aware that pets will be housed in close proximity to other animals who may or may not be properly vaccinated. Please reach out to a staff member or volunteer for information on how to vaccinate your pet.
11. Please be respectful to fellow guests and their pets. Negative behavior, abusive behavior, stealing, destruction of property, or other behavior that is disruptive to others will not be tolerated.

I understand this STANDARD OF CARE FOR PETS at the Courtyard Homeless Resource Center. I know that I can be required to remove my animal from the Courtyard HRC if I do not follow these guidelines.

Participant's name (print)

Participant's name (signature)

EXHIBIT G - PERFORMANCE BOND

BOND NUMBER _____

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY AND EXECUTED BY AN APPOINTED AGENT LICENSED BY THE STATE OF NEVADA. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS the Contractor has entered into a certain contract with the City of Las Vegas, Nevada (herein the "City") to perform all work required under the RFP Documents issued in connection with RFP No. 230226-SK, for the project commonly known and entitled, to wit: Courtyard Homeless Resources Center Operator (herein the "Contract").

KNOW ALL MEN BY THESE PRESENTS, that we, the Contractor and Surety named below, are held and firmly bound unto City, in the penal sum _____ (\$ _____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that if the Contractor shall well and truly save harmless and indemnify the City from and against any and all claims and demands or liens and shall also complete all of the work described in the Contract within the time and in the manner therein specified and shall, for a period of one (1) year from the date the work contracted to be performed is completed and accepted by the City, replace and repair any and all defects arising in the work, whether resulting from defective material or workmanship, and shall also observe, perform, fulfill, and keep all and every covenant and agreement in the Contract on the part of the Contractor to be kept, performed and complied with within the time and in the manner therein specified and shall truly and fully comply with all guarantees required in the Contract, then this obligation shall become null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees, if requested to do so by the City, to perform and fully complete the work mentioned and described in the Contract pursuant to the terms, conditions and covenants thereof, if for any cause the contractor fails or neglects to so perform and fully complete the work. The Surety further agrees to commence completion of the work within twenty (20) days after notice thereof from the City, and to fully complete the same with all due diligence and in accordance with the plans and specifications.

No change or alteration of the work, extensions of time or other modifications of the Contract shall release or exonerate any Surety upon this bond. It is expressly agreed and understood that this bond is made and executed contemporaneously with the Contract above mentioned, and in consideration of the covenants and agreements therein made and entered into on the part of the City, and that the due execution and delivery hereof is a condition precedent to any liability on the part of the City on the Contract.

IN WITNESS WHEREOF this instrument has been executed this _____ day of _____, 20 _____.

Contractor: _____

Surety: _____

(Authorized Representative and Title)

(State of Nevada, License Number)

(Agent Name)

By _____
(Signature to be notarized)

By _____
(Signature to be notarized)

Address: _____

Telephone: _____

Email: _____

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)