

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

THIS CONTRACT is being entered into this _____ day of _____, 2022, 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 We Care Foundation, (hereinafter the "Company"), a non-profit corporation organized and existing under the laws of the State of Nevada, having its principal office at 2216 South 6th Street, Las Vegas, Nevada 89104.

SECTION A – Contract Overview

A-1 Summary of Contract [CAO-8/28/19]

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.

(a) Contract Synopsis The legally binding Statement of Work is more fully defined in Section C	Provision of Halfway House/Sober Living and Housing Services for Municipal Court participants.		
Performance Dates The Performance Period is more fully defined in Section A-2	Award Date See first paragraph	Expiration Date One year from date of Award	Option Periods Four one-year periods
Contract Type As defined in Section B-1	The contract type is Fixed Fee		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	\$150,000		Not to Exceed per year

(b) Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
<div>Exhibit A – Statement of Work</div> <div>Exhibit B – Excerpted Proposal</div> <div>Attachment 1 – Certificate of Disclosure</div>

(c) City Project Manager Per Section D-4, (a)	Name Jack Eslinger	Phone (702) 229-4673	Email jeslinger@lasvegasnevada.gov
Company Representative Per Section D-4, (b)	Name Rhonda Dahl-Rios	Phone (702) 369-0613	Email dahlrrios@aol.com

(d)

City Legal Notice Representative per Section E-1			
Company Legal Notice Representative Per Section E-1	Name & Title Benny Bautista President	Address 2216 S. 6 th Street Las Vegas, NV 89104	Email bautistabenny@gmail.com

A-2 Performance Period

- (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. The City shall provide written notice to the Company of such renewal(s), and the Company may not assume an automatic renewal. Exercise of an option does not commit the City to exercise further options.
- (c) The City reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the expiration date, for any reason.

SECTION B – Basic Terms

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

The following definitions apply to this Contract:

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

SECTION C – Statement of Work

C-1 Statement of Work

Services will be provided in accordance with the Statement of Work attached as “Exhibit A” and the Excerpted Proposal attached as “Exhibit B.”

C-2 Deliverables/Schedule/Fees

The City will pay the Company a Fixed Fee of \$65.00 per individual, per day of stay.

SECTION D – Special Conditions

D-1 Payment [CAO-4.2020]

- (a) Payment 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]

During the initial term of this Contract, fees shall remain firm. After the initial term of this Contract, the Company may request one (1) price escalation annually provided written justification is submitted to the City at least thirty (30) calendar days before the anniversary date of the Contract. The Company shall provide any supporting documentation requested by the City. The City shall, in its sole discretion, determine if the price revision is justified for any subsequent annual renewal option year or extension that may be exercised by the City. Any price increase shall not exceed the lesser of the current year percentage change in Consumer Price Index-All Urban Consumers, or 3%.

D-3 Invoices [CAO-9/2020]

- (a) The Company will submit a timely detailed invoice to the City on a weekly basis (by the close of business each Thursday) following the format shown above. Each invoice shall contain the following information:
- (i) the date of the invoice and invoice number;
 - (ii) the court where the individual was served, if applicable;
 - (iii) the list of services provided to the individuals served;
 - (iv) the names of each individual served;
 - (v) the case number of each individual served;
 - (vi) price per day, number of days, and total cost; and
 - (vii) 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. 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:

Las Vegas Municipal Court
Attn: Court Programs Administrator
City of Las Vegas
PO Box 3960
Las Vegas, NV 89127

- (c) 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-04/2020]

- (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 \$3,000,000 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
 - (iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Company's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
 - (iv) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Company from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000, combined single limit and in the aggregate, for the period of time covered by this Contract. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.
- (b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or its designated certificate tracking service if so requested.
- (c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. 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-4/2020]

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

D-7 City Property and Ethical Standards

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

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

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

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

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

D-9 Suspension and Debarment

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

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

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

D-11 HIPAA Compliance

The Company shall at all times, throughout the period of the Contract, provide for continued compliance with applicable HIPAA regulations and guidelines, including executing a Business Associate Agreement if required.

The Company shall require that each subcontractor with access to protected information agrees to comply with the HIPAA regulations and guidelines applicable to this Contract.

D-12 through D-18 – Reserved

D-19 Liquidated Damages [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions

E-1 Legal Notice [CAO-4/2020]

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

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

with copy to:

Court Administrator or Designee
Las Vegas Municipal Court
PO Box 3960
Las Vegas, Nevada 891127-3960

FOR THE COMPANY: As Noted in Section A-1 (f) 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 written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for goods and services requested by the City and actually performed by the Company.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E-15 Indemnification [CAO-4/2020]

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

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

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged

infringement of any patent or other intellectual property and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, by legal counsel reasonably satisfactory to City, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

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

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals, and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- (c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

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

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

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

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

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

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

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

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

E-22 Licenses/Registrations [R]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, accreditations 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. The Company shall immediately inform the City of changes in status of any license, accreditation, or registration.

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

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

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

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

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

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

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

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

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

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

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

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

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

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

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

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

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

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

"Boycott of Israel" means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

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

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

E-32 Counterpart Signatures [CAO-9/24/08]

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.

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.

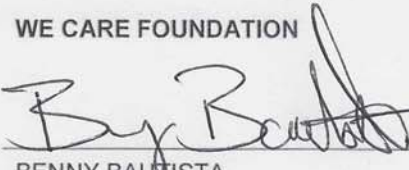
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

WE CARE FOUNDATION

TONYA KEMBLE
Manager, Purchasing & Contracts

Date



BENNY BAUTISTA
President

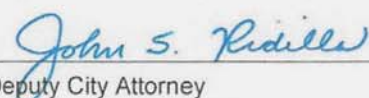
Date

ATTEST:

LUANN D. HOLMES, MMC
City Clerk

Date

APPROVED AS TO FORM:



Deputy City Attorney

5/10/22

Date

John S. Ridilla
Chief Deputy City Attorney

EXHIBIT A- STATEMENT OF WORK

A. BACKGROUND

Sober Living, Transitional Living and/or Independent Living Facilities services are to be provided to Individuals referred through the Court's Community Support Services Division.

The City does not guarantee any volume of services will be ordered.

B. MINIMUM REQUIREMENTS

Minimum Requirements are as follows:

- i. Company must maintain and provide proof of all federal, state, and local permits, licenses, health inspection certifications, insurance coverages, and registrations for the services.
- ii. The Company shall:
 - Offer payment forms of Check, Credit Card, or Money Order.

C. SCOPE OF WORK

a. *Required Services*

- A quick, streamlined admission process for the Courts to utilize;
- Provide residential housing to individuals trying to obtain and maintain sobriety, may have co-occurring conditions, and require a safe place to reside while in recovery;
- Allow Court staff and members of the treatment team, including, but not limited to, Judges, Alternative Sentencing Coordinators, Court Marshals, and Case Managers to drop by 24 hours a day, 7 days a week. This might be necessary for random drug testing, room inspections, checks on possible faulty electronic monitoring systems, or any other reason deemed necessary by Court Staff or members of the treatment team;
- Have available appliances and equipment needed for daily living needs, including, but not limited to, kitchen appliances, pots, pans, silverware, plates, cups, towels, beds, pillows, blankets, sheets, closet, dresser, washing machine/ dryer, etc.;
- House Manager will ensure that the residential facility is properly maintained and will conduct regular housing inspections to ensure overall safety of dwelling;
- Provide medication monitoring, including having the ability to have medications locked and in a secure location;
- Ensure that any required repairs or replacement of major appliances, including, but not limited to, water heater, furnace, air conditioning, stove, refrigerator, washer, and/or dryer, are made in a timely manner;
- Ensure that any required safety equipment is installed and in working order, for example, but not limited to, smoke detectors, carbon monoxide detectors and fire extinguishers; and,
- Be able to provide reports to the Court "on demand" and/or in a quick manner.
- Provide notice to the Court of any possible or pending discharge, to allow Sentencing Coordinators to make alternate arrangements for the individual to be discharged.

b. *Desired Services*

- Facility to be staffed 24 hours per day, 7 days per week;
- Access to a staff member for updates (contact person) 24 hours a day, 7 days a week;
- Ability to teach life skills (grooming, cleaning, cooking, proper manners, shopping, financial literacy, laundry, etc.) to the residents, as needed;

- Have staff at the residence who can perform direct observation urine collections and other random alcohol/drug testing, and provide reporting of results to Court personnel in a timely manner;
- Have access to a food bank, or have a “food bank” available on site;
- Have available “start-up” kits for individuals coming to the residence straight from the streets, jail, or inpatient treatment. Start-up kits should include, but not be limited to, some food, clothing, and toiletry items; and,
- Provide transportation to individuals for court appearances, counseling sessions, and/or doctor appointments.

We Care Foundation

Mission Statement

To provide a rehabilitation home for alcohol/drug abusing women who wish to recover in a supportive, educational, non-discriminatory environment at an affordable cost.

The Foundation will accept referrals from private persons, former clients, and the authorities of penal institutions, hospitals, and social service agencies.

10/24/10

Who we are

We Care is a 30 day residential facility whose mission is to help women recover from the affliction of alcohol and drug addiction. In continuous operation for over 50 years, We Care has returned thousands of women to their families ready to begin a new life.

We Care is not a medical facility. Our staff consists of women who have substantial sobriety time and have experienced recovery from the disease of alcohol and drug abuse. Recovery begins when one alcoholic/addict shares with another, their experience, strength and hope.

Based on a 12 step program utilized by countless others as a plan of recovery, our clients are taught the tools to rebuild their lives and become useful, productive members of society.



Admittance

We Care accepts women who are willing to recognize that alcohol and drug use is seriously affecting their lives and are ready to take the steps necessary to change. Whether young, middle age or elderly; whether they are housewives or career women and from varied social and ethnic backgrounds, one woman helping another is always the answer.

For We Care admittance a woman must:

- Have 24 hours without the use of alcohol or drugs
- Admit the use of alcohol and/or drugs is her problem.
- Be willing to try to learn to live without the use of alcohol or drugs.
- Conform to house rules and regulations.
- Be 18 years of age or older

We Care House
2216 South 6th Street
Las Vegas, NV 89104
Phone: 702-369-0613
Fax: 702-369-2848
E-mail: Director@wecarehouse.org
Website: www.wecarehouse.org

How It Works

Substance abuse is not a moral issue, but an illness centered in our emotions and thinking. Although we are responsible for our addiction-related actions, the actions are the result of choices dictated by the emotional illness. While in We Care, our clients begin the process of examining their innermost selves through a structured program designed to educate and expose the nature of the disease.

Workshops are held in group settings offering the strength and experience of others to support the process of identifying past patterns of behavior.

The staff interacts on a personal basis giving individual guidance and direction to move away from illness and toward recovery, one day at a time.



We Care Foundation

We Care Program Services

1. We Care provides a thirty-day in house recovery program in a residential setting for women substance abusers over 18 years of age. During the 30 days, women are introduced to and taken through a pre-step and the first three steps of AA.
2. We Care rents to Alcoholics Anonymous groups who hold their meetings weekly.
3. We Care has a daily "Twelve Step" recovery meeting to which visitors (outpatients) are welcome.
4. Workshops on relationships, relapse prevention among others are provided during the 30 day program.
5. Women in the house are taken to several outside AA meetings each week
6. Women in the house are encouraged to obtain a sponsor before leaving.
7. We Care provides a well-balanced diet and three daily meals for residents.
8. We Care provides individual peer counseling for residents.
9. We Care provides job-seeking assistance.
10. We Care requires residents to share household duties and housecleaning tasks.
11. We Care offers all of our services to adult women of all religious, financial status and ethnic backgrounds.
12. We Care is supported financially by resident fees, donations, and fund raising activities.

3/11/13

We Care Foundation

Services Not Provided

We care does not provide medical care, does not employ medical professionals and will refer out to appropriate agencies those who need these services. We Care also does not employ social workers, job counselors, nor provide rehabilitative job training and will refer those in need to appropriate agencies.

3/11/13

We Care Foundation

2216 South 6th Street * Las Vegas, NV 89104

Telephone: 702-369-0613; FAX: 702-369-2848

After-Care Plan

The We Care staff, Board of Directors, and individual members of Alcoholics Anonymous try to maintain contact with past residents and monitor their progress:

1. Residents are encouraged to have an After-Care Plan and are given a We Care House meeting schedule, and a local Alcoholics Anonymous meeting schedule. They are asked to choose meetings which best suit their needs and to make a commitment to attend four to five meetings a week, at least two of which are not a We Care.
2. The telephone numbers for members of the Board of Directors are posted for residents and visitors information and use.
3. Residents of We Care are encouraged to pick a sponsor during their stay at the house. It is recommended that the sponsor be an active member of Alcoholics Anonymous or Narcotics Anonymous community.
4. Residents are encouraged to join the We Care alumni group, Grateful Hearts. This is a service organization that raises funds, assists with house maintenance projects, and provides moneys for toiletries and necessities for residents.
5. The We Care House website, www.wecarehouse.org is available to all who sign up with email receive the Newsletter to be informed of upcoming events and activities for and by We Care.

03/14/2011

HOUSE RULES

1. **SOBRIETY IS THE FIRST STEP TO RECOVERY. ANYONE DRINKING OR USING DRUGS DURING THEIR STAY MUST LEAVE THE HOUSE IMMEDIATELY.**
2. Requirement for admission to the house: Applicant must show a sincere desire for rehabilitation and have an admitted drinking problem.
3. Upon admittance, the staff member on duty will inspect the belongings of each new client to insure there are no drugs or alcohol in her possession. No liquor or mind-altering pills of any type are allowed at any time. Any resident's belongings may be inspected at any time at the discretion of the staff.
4. All new residents are required to have or bring proof of a two-step TB skin test per Nevada State Law.
5. Residents are to be dressed, have house work done and breakfast dishes cleaned up by 9 AM. Dinner is to be served at 5 PM each day.
6. All housework and chores will be performed by the residents. The House Director or staff will assign duties.
7. Because closet and drawer space is limited, each person must keep within space assigned. Each resident is responsible for keeping her own room tidy and cleaning the bathroom after her use.
8. Curfew is 11 PM. No television or unnecessary noise after bedtime.
9. The We Care House is a smoke-free house. Residents are allowed to smoke in the backyard between the hours of 11 AM and 9 PM. Before 10 AM smoking is allowed in the front of the house. Note: Clients are not allowed outside before 7 AM meeting until House Mom is awake. Please be quiet – we have neighbors. No smoking after 11 PM.
10. Meals are served in the dining room only. *Eating and food are not permitted in the bedrooms or living room.*
11. No lit candles at any time.
12. Attendance at AA meetings is mandatory. All meetings in the house must be attended, unless excused. In-house meetings are not AA meetings unless provided by an outside group. Residents will attend outside meetings as scheduled by the house Director and staff.
13. Before scheduled meetings, residents are to set up the dining room area with chairs and books. After the meetings, residents will put the chairs and books away and wash used cups and glasses. **DO NOT** wait to be asked or expect the staff to do this for you.

14. During the meetings, the residents must sit at the table. Chairs are for visitors. Residents will remain at the table until the meeting is over. Be at the table 10 minutes before the meeting starts.
15. Sharing at the meeting should be confined to the topic under discussion, not your boyfriend, problems etc.
16. When there are no scheduled meetings or activities, residents are expected to read the BIG BOOK or other materials provided related to the problem you are in the House to deal with – ADDICTION TO ALCOHOL AND/OR DRUGS. After 5 PM you may watch TV, read, or write personal material unless there is an AA meeting planned.
17. Personal radios, cell phones, laptops or CD players are not permitted.
18. NO MALE VISITORS ARE PERMITTED AT THE MEETINGS.
19. Any phone calls for clients during the first two weeks must be made for them by a staff member.
20. Any visitor to the House who creates a disturbance or upsets any of the residents will be asked to leave.
21. A resident may not leave the House unless accompanied by a person authorized by staff. Trips away from the House must be authorized and approved by the staff.
22. Residents and guests are not permitted in the office or staff's bedroom at any time unless they have staff's permission.
23. Residents are not allowed to loan each other money, cigarettes or other personal items.
24. As part of your recovery you will be taught to assume responsibilities. This includes responsibility for household chores. A list of chores is posted with assignments for each client. Do not wait to be asked or make staff prod you to do your fair share. This is YOUR home for the next 30 days. Please treat it as such.
25. Breaking these rules may result in being asked to leave the House.
26. Any exception to the above rules must have Board approval.

WE CARE FOUNDATION IS NOT RESPONSIBLE FOR ACCIDENTS OR BODILY INJURY WHICH MAY BE INCURRED BY ANY RESIDENT OF THE HOUSE NOR ARE WE RESPONSIBLE FOR ANY PERSONAL BELONGINGS STORED THERE.

I HAVE READ THE ABOVE RULES, FULLY UNDERSTAND THEM AND PROMISE TO ABIDE BY THEM

Signature _____ Date _____

Staff Signature _____ Date _____

Original in file/ Copy to resident

3/14/13

WE CARE FOUNDATION

HOUSE DIRECTOR

Qualifications:

Recovered four years minimum. Ability to supervise and direct difficult personalities. Must have good communication and organizational skills and ability to read and write English. Available to work a minimum of four ten hour shifts per week.

Responsibilities:

1. Overall direction and administration of all day to day activities of We Care including but not limited to:
 - a. Household maintenance.
 - b. Recovery program for residents, meetings, one on one counseling, pre-admittance interviews, and resident's case record maintenance.
 - 1) Direct/indirect counseling hours (estimate).
 - a. One hour lead drug/alcohol recovery group meetings.
 - b. Three hours Individual drug/alcohol recovery counseling.
 - c. Two hours per day case notes, treatment planning referrals, aftercare, additional one on one counseling.
2. Orientation, supervision, direction of other employees. Review policies and procedures manual annually.
3. Recording money received from meetings, AA Groups, payments, sales or donation. Donations list or receipts monthly to the Board with full names and addresses.
4. Records all expenses.
5. Report problems to Liaison promptly or appropriate board officer.
6. Record entrance/exit, payments, problems and progress on resident's case records.

Reporting:

The director shall apply for Administrator with the State of Nevada, within 30 days of hiring, and report the change to The bureau of Health Care and Quality compliance. The house liaison will monitor the license. The director is hired, evaluated and responsible to the Board of Directors. The Board of Directors is responsible for setting policy, the Director for implementing policy. (Updated 09/02/13) j.m.

WE CARE FOUNDATION

We Care House Assistant Director

Supervision: We Care Director
Hired by the Board

Days/Hours of Work/Salary:

Three or Four days per week (as requested by Director), 8:00 Am to 5:00 PM

Extra hours may be necessary and is part of this salaried position

Biweekly pay on Fridays

Five paid days off/year, two days may be taken after first six months

Responsibility:

1. Assume Director's responsibilities in her absence.
(See Director Job Description)
2. Direct and assign weekly housekeeping chores to residents including outside yard work
3. Record money received
4. Record payments, problems, entrance/exit notes on resident case cards, on the day of occurrence

Requirements:

Certificate of TB test, and annual TB testing

Copy of valid Nevada Driver's License

Physician's pre-employment statement of health

Additional information (first 90 days):

Signed copy of the Job Description

Read Agency Manual/and sign confirmation of same

First ninety days is probationary, permanent status after evaluation passing

President

Date

Employee

Date of employment

Rev. 3/16/13

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

An updated and notarized Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	
Name: <u>WE CARE Foundation</u>	
Address: <u>2216 S. 6th ST</u>	City / ST / Zip: <u>LAS VEGAS, NV 89104</u>
Telephone: <u>(702) 369-0613</u>	EIN or DUNS: <u>88-008-6941</u>
Block 2: Description / Subject Matter of Contract	
Services for: <u>RESIDENTIAL RECOVER</u>	Project Number: <u>210215-PH-A</u>
Block 3: <u>Type of Business</u>	
<div style="text-align: right;">501(c)(3)</div> <div><input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:</div>	

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Benny BAUTISTA, PRES	2216 S. 6 th St. LAS Vegas, NV	(703) 369-0613
2	BERTA GUZMAN, V. PRES	"	"
3	STACY MOTALVO, SECRETARY	"	"
4	Elizabeth Finklestein,	"	"
5	TREASURER		
6			
7			
8			
9			
10			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5: Disclosure of Ownership and Principals – Alternate

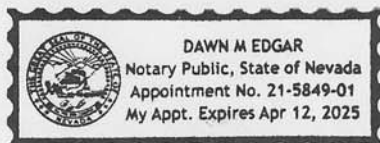
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: WE ARE 501 (C) Corp - No shares -

Date of Attached Document: _____ Number of Pages: No ownership

Contracting Party Certification (Notarized signature required in event of contract award per section 4, "Incorporation")

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.



Benny Bautista
Signature
5.25.22
Date

Subscribed and sworn to before me this 25 day of May, 2022

Dawn M. Edgar
Notary Signature