

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into between Washoe County, a political subdivision of the State of Nevada (“County”) and New Hope Placement d.b.a. Well Care Services Reno, (“Contractor”), collectively (the “Parties”).

WITNESSETH:

WHEREAS, County desires to engage Contractor to render certain consulting services in Support of the “Our Home” (the “Project”); and

WHEREAS, County requires certain professional services in connection with the Project, as described in Exhibit “A” Scope of Work (the “Services”); and

WHEREAS, Contractor represents that it is duly qualified, ready, willing and able to provide the Services by virtue of its education, training and experience; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be July 1, 2022 through June 30, 2023, or until cancelled in accordance with Article 12 of this Agreement, whichever comes first.

CONTRACTOR shall begin performance of services as provided herein upon notice to proceed and shall complete all Services identified in Exhibit A, Scope of Work in accordance with the Standard of Care as set forth in Article 5 herein no later than, unless this Agreement is terminated sooner in accordance with its terms.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor agrees to perform and complete all Services identified in Exhibit A Scope of Work under this Agreement, and any amendment thereto in accordance with the Standard of Care as set forth in Article 5 herein. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, information, specifications and other items and services furnished under this Agreement and any amendments hereto. County reserves the right to inspect, comment on, and request revision of, all Services identified in Exhibit A and any amendments thereto performed by Contractor prior to acceptance, and Contractor warrants that such Services shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement and any amendments hereto.

Failure to provide major deliverables, including, but not limited to, Services identified in Exhibit A, Scope of Work, shall constitute a material breach of this Agreement, unless waived in writing by the County.

ARTICLE 3 - COMPENSATION

3.1 Compensation for Services

For Services defined in Section 1 above, Contractor’s compensation shall be determined on a time and material basis, in accordance with the Fee Schedule described in Exhibit A, which is attached hereto and incorporated by reference as part of the Agreement and shall not exceed the sum of \$661,500.00 (SIX HUNDRED SIXTY-ONE THOUSAND FIVE HUNDRED DOLLARS) annually. Contractor shall satisfy its obligations hereunder without additional cost or expense to County during the term of this Agreement other than the heretofore stated compensation and the fee schedule described in Exhibit A. The Fee Schedule may be renegotiated at the end of one (1) year upon request by either the County or the Contractor. Renegotiated fees are subject to approval by County's Board of County Commissioners. The actual costs charged for the work by Contractor in accordance with this provision shall be full compensation to Contractor for all Services and duties required by the Scope of Work, including, but not limited to: costs of supplies, facilities and equipment; costs of labor and services of employees, contractors and sub-contractors engaged by Contractor; travel expenses,

telephone charges, typing, duplicating, costs of insurance, and all items of general overhead. Contractor shall submit billings on a monthly basis.

3.2 Compensation for Additional Services

If County requests Contractor to perform additional services, other than those required to be performed under Services identified in Exhibit A, Scope of Work, the cost of such additional services shall be determined prior to commencing additional work. All additional services and amount of payment must be authorized in writing by County prior to commencing any work for such services.

3.3 Methods and Times of Payment

Contractor shall submit to County monthly progress invoices indicating the number of hours each employee provided services and other allowed direct expenses. Payment to Contractor for work on the Project shall be made within thirty (30) days after receipt and approval of Contractor's invoice, said approval not to be unreasonably withheld. Payment by County of invoices or requests for payment shall not constitute acceptance by County of work performed on the Project by Contractor. No penalty shall be imposed upon the County for payment(s) received by Contractor after thirty days.

3.4 Dispute of Work

County shall notify Contractor in writing within thirty (30) days of receipt of the work, or portion of work, which is not approved. For work, or portions of the work, which are unapproved, the County and Contractor shall develop a mutually acceptable method to resolve the dispute within thirty (30) days of receipt by the Contractor of notice from the County. If the County and Contractor cannot reasonably agree to remedy the dispute of unapproved work within the thirty-day period, the work shall be terminated or suspended per Article 12.

ARTICLE 4 - TIME SCHEDULE FOR COMPLETION

The Services identified in Exhibit A, Scope of Work on the Project shall be diligently performed and be completed no later than June 30, 2022, with the provision for one (1), one (1) year renewal options upon mutual assent of the Parties. Contractor shall be granted time extensions for items within the phases of the Project in writing by County if the time schedules cannot be met because of delays beyond Contractor's reasonable control, including, but not limited to, County's failure to furnish information, or to approve or disapprove Contractor's work promptly. Contractor will provide to County a monthly report including a schedule identifying progress or work completed, problems or difficulties being encountered, work to be initiated during the following month and other useful information. This report will be submitted on the first day of each month and will be in a format suitable for submittal to other interested agencies. Contractor's failure to submit promptly the monthly progress report may cause delay in payment from the County.

ARTICLE 5 – FORCE MAJEURE

Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

Since Contractor has no control over the cost of labor, materials, equipment or services furnished by others, including over any other contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, Contractor's cost estimates shall be made on the basis of qualification and experience.

Since Contractor has no control over the resources provided by others to meet contract schedules, Contractor's forecast schedules for completion of Services shall be established based on generally acceptable schedules for and performance standards of similarly situated professionals qualified and experienced to perform the Services. Contractor cannot and does not guarantee that proposals, bids or actual project costs will not vary from its cost estimates or that actual schedules will not vary from its forecast schedules.

ARTICLE 7 - INDEPENDENT CONTRACTOR

Contractor is performing the services and duties required under this Agreement as an independent Contractor and not as an employee, agent, or partner of the County.

1. Contractor undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

2. Contractor may retain employees or other personnel to perform the services required by this Agreement. Such employees or other personnel will be the obligation of the Contractor. Contractor's employees or other personnel are not County employees.

3. Unless otherwise provided in Exhibit A, Contractor is responsible for all expenses without reimbursement.

4. Neither Contractor nor any personnel are employees of County and waive any and all claims to benefits otherwise provided to employees of the County, including, but not limited to, health insurance, Nevada Public Employees Retirement System (PERS) or other retirement benefits, unemployment benefits, and liability and worker's compensation insurance.

5. Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Agreement, is a current employee of the County or was employed by the County within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform.

6. County and Contractor agree that this Agreement does not constitute an exclusive relationship. Nothing in this Agreement shall be construed as a limitation upon the right of the Contractor to engage in any other consulting agreement, service contract, business venture or other activity.

ARTICLE 8 - PERMITS AND LICENSES

Contractor shall maintain active and in good standing all necessary permits, certificates, and licenses necessary to allow Contractor to perform the Services. Contractor shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Contractor in Exhibit A, Scope of Work.

ARTICLE 9 - COUNTY'S RESPONSIBILITY

County shall provide any information authorized by law in its possession that is requested by Contractor and is necessary to complete the Project. County shall assist Contractor in obtaining access to public and private lands so Contractor can perform the Services. County shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by Contractor and shall render decisions pertaining thereto within a reasonable time so as not to delay the work of Contractor.

ARTICLE 10 – PUBLIC RECORDS

Public Records. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County has a legal obligation to disclose such information unless a particular record is made confidential by law. Contractor may label specific parts of an individual document as “trade secret” or “confidential” in accordance with NRS, provided that Contractor thereby agrees to indemnify

and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of records.

ARTICLE 11 – INSPECTION AND AUDIT

11.1 Books and Records.

Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the County, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

11.2 Inspection and Audit.

Contractor agrees that the relevant books, records, including, without limitation, relevant accounting procedures and practices of contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of contractor for such records may be found with or without notice by the County or its representatives. With regard to any federal funding, any relevant federal agency or any of their authorized representatives may inspect or audit as set forth in this Agreement. All subcontracts shall reflect requirements of this section.

11.3 Period of Retention.

All books, records, reports, and statements relevant to this Agreement must be retained a minimum of 3 years, and for 5 years if any federal funds are used pursuant to this Agreement. The retention period runs from the date of payment for the relevant goods or services by the County, or from the date of termination of this Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

ARTICLE 12 - TERMINATION OR EXTENSION OF CONTRACT

12.1 Termination Without Cause. This Agreement may be terminated for any reason by either party by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 15 calendar days from the date of service of the notice. Only services satisfactorily performed up to the date of receipt of notice shall be compensated by County and such compensation shall be pursuant to the terms of this Agreement. If this agreement is unilaterally terminated by the County, Contractor shall use its best efforts to minimize the cost to the County and Contractor will not be paid for any cost that Contractor could have avoided.

12.2 Termination by Non-appropriation. The County may terminate its participation in this Agreement effective immediately by providing written notice if for any reason the County's funding source is not appropriated or is withdrawn, limited, or impaired. The County will make reasonable efforts to ensure payment for services rendered by the Contractor. The Contractor shall agree to hold the County free from any charges or penalties except for those already incurred through the date of notice of cancellation.

12.3 Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and terminations shall specify the date of termination of the Agreement, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under the Agreement. This Agreement may be terminated by either party upon written notice of breach to the other party on the following grounds:

a. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

b. If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

c. If Contractor becomes insolvent, subject to receivership, or becomes in voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or

d. If the County materially breaches any material duty under this Agreement and any such breach impairs the Contractor's ability to perform; or

e. It is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Agreement; or

f. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Agreement.

12.4 Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in the notice section of this Agreement, and the subsequent failure of the breaching party within 15 calendar days of service of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach shall run concurrently, unless the notice expressly states otherwise.

12.5 Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this section survive termination:

a. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

b. Contractor shall satisfactorily complete work in progress at the agreed rate, or a pro rata basis if necessary, if so requested by County;

c. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by the County;

d. Contractor shall preserve, protect and promptly deliver into County possession all proprietary information;

e. Notwithstanding the above, Contractor shall not be relieved of any liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Contractor, and the County may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor may be determined.

ARTICLE 13 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Contractor shall consider all information provided by County to be proprietary unless such information is available from public sources, was known to Contractor prior to the execution of this Agreement, was received by Contractor from a third-party source not under any obligation of confidentiality to the County or is required by law or ordered to be disclosed in a regulatory or judicial proceeding. Contractor shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of County or in response to legal process or as required by the regulations of public entities.

ARTICLE 14 - NOTICE

Notices and other communications in connection with this Agreement shall be in writing and directed to the parties at the addresses stated in this Agreement. The preferred contact method is email or facsimile and shall be considered given on the date the notice is sent to the recipient's address as stated in this Agreement. Notice can be made via mail but will not be considered as received until 7 days past the postmark date.

To County:

Washoe County Human Services Agency
350 S. Center Street
Reno, NV 89501
HSA-Contracts@washoecounty.gov

To Contractor:

Well Care Services Reno
Attn: Max Casal
850 Mill Street, Suite 101
Reno, NV 89502
max@thewellcaregroup.com

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and County.

ARTICLE 15 - UNCONTROLLABLE FORCES

Neither County nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either County or Contractor under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. Contractor shall be paid for services performed prior to the delay plus related costs incurred attributable to the delay.

Neither Party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable nor which the non-performing Party could have, with reasonable dispatch removed or remedied. The provisions of this Article shall not be interpreted or construed to require Contractor or County to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing Party shall upon being prevented or delayed from performance by an uncontrollable force, immediately give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 16 - GOVERNING LAW-VENUE

Nevada law governs this Agreement and all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Contractor. Venue for all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Contractor shall be in state district court in Washoe County, Nevada.

ARTICLE 17 - MISCELLANEOUS

17.1 Nonwaiver

A waiver by either County or Contractor of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

17.2 Severability

If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable or disregarding it. If an unenforceable provision is modified or disregarded in accordance with this Article 17, the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

17.3 Attorney Fees

The prevailing party in any dispute arising out of this Agreement or Contractor's work described in Exhibit A – Scope of Work, is entitled to reasonable costs and attorneys' fees.

17.4 Compliance with Federal Law, Regulations, and Executive Orders

Contractor acknowledges that Federal financial assistance will be used to fund all or a portion of this contract. The contractor will comply with all applicable Federal law, regulations and executive orders.

17.5 Fraud and False or Fraudulent Statements or Related Acts

Contractor acknowledges that 31 U.S.C. Chap 38 (Administrative Remedies for False Claims and Statements) applies to their actions pertaining to this contract.

17.6 Domestic Preferences for Procurement

As appropriate and to the extent consistent with law, the contractor will, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section: "produced in United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and "Manufactured Products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass; including optical fiber; and lumber.

17.7 Prohibition on Certain Telecommunications and Video Surveillance

Contractor acknowledges that they are prohibited from obligating or expending funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

17.8 Clean Air Act

Contractor agrees to 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). Violations will be reported to the contracting agency and the Regional Office of the Environmental Protection Agency (EPA).

ARTICLE 18 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the Parties. Unless otherwise specified in writing, if there is any inconsistency between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall control.

In the event of any conflict between the documents that make up this Agreement, the documents will prevail in the following order: the Agreement for Professional Consulting Services Agreement, Insurance Exhibit B and then any other agreement / exhibits.

ARTICLE 19 - SUCCESSORS AND ASSIGNS

County and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

ARTICLE 20 - ASSIGNMENT

Neither County nor Contractor shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent contractors, associates, and subcontractors, as he may deem appropriate to assist him in the performance of the Services hereunder.

ARTICLE 21 - OWNERSHIP OF DOCUMENTS AND PRODUCTS

Unless otherwise specified in Exhibit A, Contractor assigns to County all rights to all products, reports, documents, photographs, videos, data, and drawings produced by Contractor as a result of its services to County during the term of this Agreement. All such materials shall be delivered into County possession by Contractor upon completion, termination, or cancellation of this Agreement.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than County and Contractor.

ARTICLE 23 – INDEMNIFICATION AND INSURANCE

Washoe County has established specific indemnification and insurance requirements for agreements/contracts with contractors, engineers, and architects to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that contractors accept and are able to pay for the loss or liability related to their activities. Exhibit B Insurance Specifications is included by reference. All conditions and requirements identified in this exhibit shall be completed prior to the commencement of any work under this Agreement.

ARTICLE 24 – LIMITED LIABILITY

County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the County's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

ARTICLE 25 – LOBBYING

Contractor agrees, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Agreement will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influencing for any purpose the following:

23.1 Any federal, state, county or local agency, legislature, commission, counsel or board:

23.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.3 Any officer or employee of any federal, state, county or local agency, legislature, commission, counsel or board.

Contractor agrees to conform to the regarding influence lobbying requirements as set forth in the Byrd Anti-lobbying Amendment, 31 U.S.C. 1352.

ARTICLE 26 - COMPLIANCE WITH FEDERAL AND STATE FUNDING

Contractor, agrees to the additional terms and conditions related to the compliance with Federal and State funding requirements. These requirements are set forth in Exhibit C which is attached hereto and incorporated by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHOE COUNTY:

CONTRACTOR:

Dated this ____ day of _____, 2022

Dated this ____ day of _____, 2022

By _____
Mark Stewart
Purchasing & Contracts Manager

By _____
Max Casal

Exhibit A

SCOPE OF WORK

The Contractor shall provide the following services:

- a. Housing up to twenty (20) women over 18 years of age and/or any transitioning age youth 18-24, with intellectual or developmental disabilities, mental illness and/or co- occurring substance use disorders in need of support and supervision in a home-like setting.
- b. The ORGANIZATION will have the right to first assess those clients referred to evaluate their level of care needs. The ORGANIZATION may refuse care if there are medical or mental health conditions that prevent the ORGANIZATION from delivering services in a safe manner or that may pose a danger to other clients in the program structure. Before finalizing the decision to refuse care, the ORGANIZATION will communicate with the COUNTY their concerns and rationale behind refusal and collaborate on alternative care options to help the client access the appropriate form of care. Allowable background checks will be utilized to ensure no violence felons are admitted ensuring the safety of the rest of the residents.
- c. A minimum of two (2) caregivers on-site, 24 hour per day, 7 days a week.
- d. Provision of three (3) meals daily plus snacks. Toiletries, linen, laundry facilities, towels, and other necessities to maintain a healthy lifestyle while in residence.
- e. In-home medical providers may come to the resident to provide basic health care such as primary care, preventative care, women's health needs, psychiatric evaluation, and medication management, if the resident is unable to access services in the clinic setting, or if the individual is in crisis.
- f. Pharmacy delivery service to provide delivery of any medications ordered based on the needs of each individual residing at the facility, staff will support their independent medication adherence. Medication costs will be assumed by each person's insurance carrier or, if indigent, through an approved voucher provided by the COUNTY.
- g. Program activities and other programming for residents will be offered with the goal of encouraging positive interactions and social engagement for those living at this facility. Monitoring of ADL's, chores, and other self-care will aid in independence and self- sufficiency.
- h. Care Coordination, Benefit and Eligibility assistance, and Case Management services will be available and provided upon COUNTY request to all residents. Requested services are provided at a flat monthly fee that is first billed to the individual's insurance if applicable or billed to the COUNTY with a preapproved voucher.
- i. Quarterly reporting shall be provided to COUNTY to assess program efficacy, safety, and efficiencies. Additionally, both COUNTY and ORGANIZATION agree that an evaluation of the program will be completed annually and provided to the COUNTY.
- j. All safety issues and/or incident reports will be communicated and staffed with COUNTY.

Fee Schedule:

- a. Monthly payments shall not exceed \$45,000.00 per month for actual costs, to be invoiced after services are rendered and paid upon invoice approval by COUNTY staff.

- b. When case management services are requested, ORGANIZATION may bill based off the table below for case management services, to be invoiced per calendar month after services are rendered per calendar month and paid upon invoice approval by COUNTY staff.

# of Consecutive Days in Residence on either the Client Exit Date or Last Day in the Calendar Month	Monthly Allowable Rate
1 – 15 days	\$300.00
16 - 30 days	\$375.00
31+ days	\$506.25

- c. Invoices submitted by ORGANIZATION will reflect amounts received from alternative pay sources on behalf of residents, including but not limited to housing assistance, rental funds, insurance payments, etc. Such payments shall serve to reduce the total amount invoiced to COUNTY.

Exhibit B
INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENT WELL CARE
SERVICES RENO, LLC

INDEMNIFICATION

CONTRACTOR Liability

As respects acts, errors, or omissions in the performance of CONTRACTOR services, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by CONTRACTOR'S negligent acts, errors or omissions in the performance of its CONTRACTOR services under the terms of this Agreement.

CONTRACTOR further agrees to defend COUNTY and assume all costs, expenses, and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of CONTRACTOR or its Sub-contractor in the performance of their CONTRACTOR services under the Agreement.

General Liability

As respects all acts or omissions which do not arise directly out of the performance of CONTRACTOR services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of CONTRACTOR (or Sub-contractor, if any) while acting under the terms of this Agreement; excepting those which arise out of the negligence of COUNTY.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

GENERAL REQUIREMENTS

COUNTY requires that CONTRACTOR procure and maintain the following insurance conforming to the minimum requirements specified below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by CONTRACTOR, its agents, representatives, employees, or Sub-contractors. The cost of all such insurance shall be borne by CONTRACTOR.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-contractor by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

CONTRACTOR shall provide proof of worker's compensation insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210 or provide proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required. Employer's Liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

CONTRACTOR waives all rights against COUNTY, its officials, officers, employees, volunteers, and agents, for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability, or commercial umbrella liability insurance obtained by Tenant pursuant to this Agreement. CONTRACTOR shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

If CONTRACTOR or Sub-contractor is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B627.

Should CONTRACTOR be self-funded for Industrial insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of any Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

CONTRACTOR shall procure and maintain, during the term of this Agreement, occurrence commercial general liability, and, if necessary, commercial umbrella insurance, for limits of not less than Two Million Dollars (\$2,000,000) for bodily injury and property damage per occurrence. and Four Million Dollars (\$4,000,000) general aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location or project. Coverage shall be written on an occurrence form at least as broad as an unmodified ISO occurrence form CG 00 01 04 13 (or a substitute form providing coverage at least as broad)and shall cover liability arising from premises, operations, independent contractors, products and completed operations, personal and advertising injury, civil lawsuits, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Coverage shall not be subject to any exclusions for injury or damage arising out of actual or alleged sexual, physical, or emotional abuse or molestation by Contractors, including its staff, volunteers, subcontractors, or other representatives.

Additional Insureds: COUNTY, its officials, agents, officers, volunteers, employees, and any other Indemnitees included under this Agreement shall be included as insureds under the CGL, using ISO additional insured endorsement CG 20 10 07/04 or CG 20 33 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. CONTRACTOR shall also include additional insured coverage for its products and completed operations exposures if applicable to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.

Primary Insurance: This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to COUNTY or any other Indemnitees under this Agreement. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.

Waiver of Subrogation: CONTRACTOR waives all rights against COUNTY, its agents, officers, directors and employees and any other Indemnitees listed in this this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Agreement. CONTRACTOR's insurer shall endorse CGL policy to waive subrogation against COUNTY with respect to any loss paid under the policy.

BUSINESS AUTOMOBILE LIABILITY INSURANCE

CONTRACTOR shall procure and maintain, during the term of this Agreement, business automobile liability and, if necessary, commercial umbrella insurance in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage. Such insurance shall cover liability arising out of any auto, including owned, non-owned and hired vehicles. Business auto coverage shall be written on any of the unmodified ISO forms (CA 00 01, CA 00 05, CA 00 12, CA 00 25), or a substitute form providing coverage at least as broad. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

If CONTRACTOR does not have any owned or leased automobiles, COUNTY may agree to accept Hired & Non-Owned Auto Liability Coverage included under the CONTRACTOR's Commercial General Liability.

If CONTRACTOR is an individual person that only uses their personal vehicle(s) in the performance of services under this Agreement, COUNTY may accept evidence of personal automobile liability with limits of insurance acceptable to COUNTY.

Waiver of Subrogation: CONTRACTOR waives all rights against COUNTY, its agents, officers, directors and employees and any other Indemnitees listed in the Indemnification section of this Agreement for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by CONTRACTOR pursuant to this Agreement.

PROFESSIONAL LIABILITY/ERRORS & OMISSIONS LIABILITY INSURANCE

CONTRACTOR shall maintain professional liability insurance applying to liability for a professional, error, act, or omission arising out of the scope of the CONTRACTOR services provided under this Agreement. Limits shall be not less than One Million Dollars (\$1,000,000) each claim and annual aggregate.

Medical Professional Liability: CONTRACTOR shall maintain medical professional liability insurance applying to liability for a professional error, act or omission arising out of the scope of any medical professional services provided under this Agreement. Limits shall be not less than One Million Dollars (\$1,000,000) each claim and annual aggregate.

CONTRACTOR shall maintain professional liability insurance during the term of this Agreement and, if coverage is provided on a “claims made” or “claims made and reported” basis, shall maintain coverage or purchase an extended reporting period for a period of at least three (3) years following the termination of this Agreement. If coverage is written on a “claims made” or “claims made and reported” basis, any applicable retroactive or pending and prior litigation exclusion dates must precede the effective date of this Agreement.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying Agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

POLICY CANCELLATION OR NON-RENEWAL

CONTRACTOR or its insurers shall provide at least thirty (30) days' prior written notice to COUNTY prior to the cancellation or non-renewal of any insurance required under this Agreement. An exception may be included to provide at least ten (10) days' written notice if cancellation is due to non-payment of premium. CONTRACTOR shall be responsible to provide prior written notice to COUNTY as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officials, officers, agents, employees, or volunteers.
2. CONTRACTOR'S liability insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ACCEPTABILITY OF INSURERS

Each insurance policy shall be (i) issued by licensed and admitted insurance companies authorized to do business in the State of Nevada or that meet any applicable state and federal laws and regulations for non-admitted insurance placements and acceptable to COUNTY. and (ii) currently rated by A.M. Best as “A, X”

or better. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower A.M. Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier.

VERIFICATION OF COVERAGE

Prior to the commencement of any work or services under this Agreement and thereafter upon renewal or replacement of each required coverage, CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by COUNTY. ***All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences.*** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUB-CONTRACTORS

CONTRACTOR shall include all Subcontractors under its coverage or shall contractually require all of its Subcontractors to procure, maintain and provide evidence of insurance with coverage and limits no less than those required herein. When Subcontractors provide separate coverage, they shall include COUNTY as an additional insured under the applicable liability policies without requiring a written contract or Agreement between COUNTY as the additional insured and Subcontractor. CONTRACTOR shall require its Subcontractors provide appropriate certificates and endorsements from their own insurance carriers naming CONTRACTOR and COUNTY as additional insureds. Sub-contractor shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Sub-contractor, or anyone employed, directed, or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-contractors under it.
3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR here under until CONTRACTOR demonstrates compliance with the requirements hereof.
 - b. Terminate the Agreement.

Any waiver of CONTRACTOR's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of COUNTY. Failure of COUNTY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of COUNTY

to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

Exhibit C
**ADDITIONAL TERMS AND CONDITIONS RELATED TO COMPLIANCE WITH FEDERAL
AND STATE FUNDING REQUIREMENTS**

1. Health Insurance Portability and Accountability Act (HIPAA). The Contractor agrees to safeguard clients' protected health information in accordance with HIPAA and HITECH requirements. In the event that transmittal of protected health information is required for the administration of this Agreement, the parties agree to comply with all relevant terms mandated by 45 CFR §164.
2. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment or individual receiving the benefit of Contractor services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended). Contractor will take action to ensure that all applicants are considered equally. Such action 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Such action shall include individuals benefiting from program services/activities.
3. Vietnam Veterans. The Contractor agrees to comply with Section 402-Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.
4. Clean Air Act. The Contractor agrees to 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.
5. Debarment, Suspension and Other Responsibility Matters. The Contractor certifies to the best of its knowledge and belief that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not, within a three year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission or any other offenses enumerated in (5.b) above;
 - d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State, or local) terminated for cause or default; and
 - e) Understands that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, as described under 18 USC §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

6. Americans with Disabilities Act. The Contractor agrees to comply with all federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended.
7. Hatch Act. Neither Contractor program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.
8. Certifications Relating to Certain Boycotts or Israel. Pursuant to the State of Nevada NRS 332.065 the Contractor certifies that it is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel which includes 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.
9. Drug-Free Workplace Requirements. Contractor agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. Contractor certifies that it will provide a drug-free workplace by:
 - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (9.a.);
 - d) Notifying the employee in the statement required by paragraph (9.a) that, as a condition of employment under the grant, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e) Notifying the granting agency within ten days after receiving the employee's notice as referenced under subparagraph (9.d.2.) from an employee or otherwise receiving actual notice of such convictions;
 - f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (9.d.2.), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (9.a), (9.b), (9.c), (9.d), (9.e) and (9.e).