

SilverSummit Health Plan (SSHP) is pleased to inform you that it has approved a Community Investment in the amount of \$75,000.00 payable in one installment to Washoe County Housing and Homeless Services (the "Community Based Partner") on the terms and conditions of this Community Investment Letter and Agreement ("Agreement").

1. Tax Exemption Status. If Community Based Partner is exempt from state and/or federal taxation, Community Based Partner will provide SSHP proof of such exemption. If the Community Investment is a taxable event for Community Based Partner, Community Based Partner agrees to pay all taxes associated with the Community Investment and Community Based Partner will indemnify SSHP against any such taxes or related costs.
2. Purpose of Community Investment. Community Based Partner agrees to use the entire Community Investment exclusively to provide evidence-based programming, as defined by the specific goals, objectives, activities and outcomes stated in **Exhibit A (the "CIP Proposal")** and **Exhibit B (the "Proposal Modifications")**. Community Based Partner may not use any part of the Community Investment, including any interest earned thereon, for any other purpose without the prior written approval of SSHP. In no event shall Community Based Partner use any Community Investment funds to (a) support a political campaign, (b) support or attempt to influence any government legislation, , (c) give, grant, lend, or otherwise to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended, or (d) support more than ten percent (10%) administrative fees.
3. Return of Community Investment Funds. SSHP reserves the right to discontinue, modify or withhold Community Investment funds under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions: (i) if SSHP, in its sole discretion, determines that the Community Based Partner has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement; (ii) if Community Based Partner no longer meets SSHP's criteria to qualify as a Community Based Partner; or (iii) such action is necessary to comply with the requirements of any law or regulation applicable to Community Based Partner or to SSHP or to this Community Investment.
4. Reports, Records, Audits and Site Visits. Community Based Partner shall submit a written report to SSHP in accordance with the due dates stated on the Community Investment Summary in Exhibit A, including but not limited to a mid-year report by June 30, 2024, and a final report on or before January 30, 2025. SSHP reserves the right to conduct audits, including on-site audits, at any time during the term of this Community Investment and within four years after completion of the Project. Community Based Partner shall allow SSHP and its representatives, at its request, to have reasonable access during regular business hours to Community Based Partner's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as SSHP deems necessary or appropriate concerning this Community Investment. Community Based Partner shall maintain accounting records sufficient to identify the Community Investment and to whom and for what purpose such funds are expended for at least four (4) years after the Community Investment has been expended.
5. Representations. Community Based Partner acknowledges, represents, and agrees (i) that it acts completely independently of SSHP and is solely responsible for any and all activities of Community Based Partner including without limitation those activities that are supported by the Community Investment; and (ii), to the fullest extent permitted by law, to defend, indemnify, and hold harmless SSHP, its affiliates, officers, directors, trustees, employees and agents from and against any and all claims, liabilities, losses, taxes and expenses (including reasonable attorneys' fees) arising from, or in connection with, the Project and any act or omission of Community Based Partner, its employees, or agents, in applying for, accepting, receiving and expending the Community Investment.

6. Other Obligations. Community Based Partner shall, in accordance with State Medicaid Regulations (i) publicly recognize SSHP as a sponsor of the Project in all public hearings, public events and media sessions; (ii) collaborate with SSHP to develop appropriate and relevant marketing plan to enhance public awareness of SSHP's sponsorship of the Project; (iii) place SSHP's name and logo and a brief description of SSHP's sponsorship in all relevant program materials, supplies, marketing materials, collateral, public relations releases, media (TV, radio) opportunities, social media and similar public communications stating that the Project was made possible through the generous support of SSHP; (iv) permit SSHP to use Community Based Partner's name, trademark, logo and other identifiers in communications and publications (including internet, radio, television, etc.) in furtherance of SSHP's efforts to inform others of its connection to the Project; and (v) provide upon request SSHP with audio, visual and/or written testimonials that promote SSHP's connection to the Project if any of these are developed. Community Based Partner agrees to submit to SSHP for review on the use of the logo and/or name on all materials in advance.
  
7. Independence of the Parties. Neither the Community Investment nor this Agreement shall be deemed to create any relationship of agency, partnership or joint venture between the parties, and Community Based Partner shall make no such representation to anyone. If any portion of this Agreement is found to be illegal or invalid, it shall not invalidate the remaining portions of the document, provided the essential purposes for which each party has entered into this Agreement can still be achieved.
  
8. Equal Employment Opportunity. Community Based Partner agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).
  
9. Immigration Act Requirements. Community Based Partner shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Community Based Partner hereby certifies that it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services related to the program described in the Evaluation Plan.
  
10. Entire Agreement. Community Based Partner acknowledges that it has no obligation to the SSHP in consideration for the Community Investment, except as set forth in this Agreement. This Agreement supersedes any prior and contemporaneous oral and written understandings or communications between the parties and it constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be delegated, assigned, amended or modified except upon the written consent of both parties hereto.

Sincerely,

Eric Schmacker  
President and CEO

Agreed to:

By: \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT B**

### **PROPOSAL MODIFICATIONS**

Organization: Washoe County Housing and Homeless Services

Address: 170 S. Virginia Street #170, Reno, NV 89501

Approved funding amount: \$75,000.00

**The updates provided in Exhibit B will be included as part of the final agreement.**

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### **SECTION I: BUDGET**

The applicant's budget is approved as submitted.

### **SECTION II: PROGRAM DESCRIPTION**

If the program description includes items that were not funded, it is assumed that the items are removed from the organization's proposal and there is no requirement to report on these items.

### **SECTION III: REVISED PROGRAM EVALUATION**

Updates to the *Program Evaluation* have been provided below, based on the details submitted in the organization's application.

**REVISED GOAL STATEMENT (if applicable):** N/A

### **PROGRAM EVALUATION**

Washoe County Housing and Homeless Services provided the following goals in the application that was submitted. The response as submitted was insufficient and did not fully answer the questions listed in the proposal guidelines as stated:

**Provide a thorough description of the following:**

- Program Goal
- The specific outcomes (not inputs/outputs) that the program will achieve and the expected number of program participants that will achieve each outcome.
- Previous outcomes that this program has achieved, if applicable. Include the timeframe associated with these outcomes. If available, provide year over year improvements the program has achieved, and provide information on changes made to improve the outcomes.
- Metrics that will be collected, how the metrics will be collected, and how frequently the metrics will be collected.
- Any collaboration or reliance on an external organization(s) to achieve the program goal

Please provide updates to the outcomes and metrics listed below.

**Goal: Ensure that participants stay housed and do not lose their housing and return to the emergency shelter at Nevada Cares Campus, Safe Camp or back on the streets.**

- Of the percentage that will be housed, what percent will remain housed at each of the following benchmarks?
  - 3 months: \_\_\_\_\_
  - Anticipated number/percentage of SilverSummit Members: \_\_\_\_\_

- 6 months: \_\_\_\_\_  
Anticipated number/percentage of SilverSummit Members: \_\_\_\_\_
- 12 months: \_\_\_\_\_  
Anticipated number/percentage of SilverSummit Members: \_\_\_\_\_
- Washoe County will ensure that SilverSummit Members receive priority in placement and follow-up services as described in the proposal.
- Reporting for SilverSummit Members (name, and unique identifier) will be required as part of the 6-month and 12-month reports.

**By signing below, the applicant agrees to revisions provided in Exhibit B.**

**Signature** (digital is acceptable): \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_