PROFESSIONAL SERVICES AGREEMENT

CARES CAMPUS MEDICAL SERVICES

This Professional Services Agreement for providing basic medical services at the Nevada Cares Campus for people experiencing homelessness is entered and effective into this ____ day of July, 2022 between MedHealth, LLC Doing Business As (DBA) MedTrust, LLC, a Nevada Foreign Limited-Liability Company, ("CONTRACTOR") and Washoe County ("COUNTY").

WITNESSETH:

WHEREAS, COUNTY desires to engage the CONTRACTOR to provide basic medical care for people experiencing homelessness; and

WHEREAS, CONTRACTOR represents it has the knowledge, skills, and abilities to perform the duties desired by COUNTY and desires to perform the duties upon the terms described herein;

WHEREAS, due to the rapidly growing numbers of unsheltered people experiencing homelessness, the creation and staffing of the Emergency Shelter has been prioritized as an urgent project;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of the Agreement shall be August 1st, 2022 with a project start date of no later than August 15th, 2022. Billing for the month of August, 2022 will be prorated for the number of days services are provided.

CONTRACTOR shall begin providing professional services as provided herein upon notice to proceed and shall provide all professional services identified in Exhibit A, Scope of Work, unless this Agreement is terminated sooner in accordance with its terms.

ARTICLE 2 SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor agrees to provide all services identified in Exhibit A Scope of Work under this Agreement. 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. Contractor must provide services in accordance with Exhibit A and B**.**

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

ARTICLE 3 – COMPENSATION

3.1 Compensation for Services

For Professional Services defined in Section 1 above, Contractor's compensation shall be determined in accordance with the Fee Schedule described in Exhibit D, which is attached hereto and incorporated by reference as part of the Agreement and shall not exceed the sum of $519,914.00 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 services by Contractor in accordance with this provision shall be full compensation to Contractor for all services inclusive of cost of producing technical reports, travel, time, applicable fees and other resources needed. Contractor shall submit billings on at least a monthly basis.

3.2 Compensation for Additional Services

If County requests Contractor to provide additional goods and services, other than those 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 mutually agreed upon in writing and 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 invoices. 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 goods provided or work performed by Contractor. No penalty shall be imposed upon the County for payment(s) received by Contractor after thirty days; however, payments owed Contractor that are more than 45 days past due shall incur interest at the rate of one percent (1%) per month

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 provided from no later August 15th, 2022, through August 14th, 2023, with the option to renew for three (3) one-year periods thereafter up to $519,914.00 annually. Contractor shall be granted time extensions 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.

ARTICLE 5 – FORCE MAJEURE

Neither party shall be deemed to be in violation of this Agreement if it is prevented from providing 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 provide in accordance with the terms of this Agreement after the intervening cause ceases.

ARTICLE 6 - INDEPENDENT CONTRACTOR

Contractor is providing 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 providing 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 provide 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 providing goods and 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 7 - PERMITS AND LICENSES

Contractor shall maintain active and in good standing all necessary permits, certificates, and licenses necessary to allow Contractor to provide the goods and services.

ARTICLE 8 – 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 9 – 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 10 - TERMINATION OR EXTENSION OF CONTRACT

10.1 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 provided 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.

10.2 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, and as otherwise set forth herein.

10.3 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 provide 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 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.

10.4 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.

10.5 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 11 - 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 providing goods and services without the prior written authorization of County or in response to legal process or as required by the regulations of public entities.

ARTICLE 12 – 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. Email or facsimile shall be used to provide notice and shall be considered given on the date the notice is sent to the recipient's address as stated in this Agreement.

To County:
Dana Searcy, Manager
Washoe County – Office of the County Manager, Housing & Homeless Services
170 South Virginia Street, Suite 201
Reno, NV 89501

To CONTRACTOR:
Ken Palombo, Chief Operating Officer

MedHealth, LLC Doing Business As (DBA) MedTrust, LLC, a Nevada Foreign Limited-Liability Company
8610 Broadway Street, Suite 270
San Antonio, Texas 78217

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

ARTICLE 13 - 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 goods and services provided 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 14 - 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 – Goods and Services to be Provided 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 – Goods and Services to be Provided by Contractor shall be in state district court in Washoe County, Nevada.

ARTICLE 15 – MISCELLANEOUS

15.1 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.

15.2 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.

15.3 Attorney Fees

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

ARTICLE 16 - 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 Services Agreement, Exhibit B-Insurance Specifications and then any other agreement / exhibits.

ARTICLE 17 - 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 18 – 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 providing the goods and services hereunder.

ARTICLE 19 - 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. CONTRACTOR will retain originals of internal documents such as payroll and policy documents, COUNTY will be provided

copies as requested. All such materials shall be delivered into County possession by Contractor upon completion, termination, or cancellation of this Agreement.

ARTICLE 20 - THIRD PARTY RIGHTS

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

ARTICLE 21 – INDEMNIFICATION AND INSURANCE

Washoe County has established specific indemnification and insurance requirements for agreements/contracts 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 22 – LIMITED LIABILITY

County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statues. 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 23 – 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 24 – STOLEN, DAMAGED, MISPLACED PROPERTY CLAIMS:

The CONTRACTOR agrees to defend and indemnify COUNTY from and against any and all claims for stolen, damaged, lost or misplaced property of any kind made by any person during or as a result of the performance of the duties described in this Agreement by CONTRACTOR, CONTRACTOR'S employees, agents, or volunteers.

ARTICLE 25 INDEPENDENT LEGAL ADVICE

Each party hereto represents and warrants that the contents of this Agreement, and the meaning of its covenants, terms and conditions have been explained to them by legal counsel of independent selection and have entered into this Agreement voluntarily and with full knowledge of its legal significance.

ARTICLE 26 BACKGROUND CHECKS

All employees of CONTRACTOR shall be subject to a background check. CONTRACTOR will ensure that a background investigation has been completed pursuant to NRS 179A.180, et seq., for all staff members who work, interact with, or have access to Continuum of Care program participants.

ARTICLE 27 SURVIVAL OF TERMS

All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

ARTICLE 28 - ORGANIZATION'S CERTIFICATION

Contractor, its principals and agents, to the best of its knowledge and belief:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state 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 of any of the offenses enumerated in (ii) 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) Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHOE COUNTY:	CONTRACTOR:
Dated this ___ day of _____, 2022	Dated this ___ day of _____, 2022
By _____	By _____
Mark Stewart	Ken Palombo
Purchasing & Contracts Manager	Chief Operating Officer

EXHIBIT A - SCOPE OF WORK

1. Program Background

The number of individuals experiencing homelessness in Washoe County increased significantly due to the COVID-19 pandemic, rapidly increasing housing costs, stagnant wages and subsequent unemployment spurring added housing insecurity. Additionally, many individuals experiencing homelessness have established encampments near the Truckee River which has raised concerns about water quality of the Truckee River, our community's source of drinking water.

After many community conversations about the need for expanding the capacity for emergency shelter, in a concurrent meeting on November 18, 2020, the Washoe County Board of Commissioners and the City of Reno and Sparks City Councils voted to acquire and cost share three parcels on East 4th Street for the purpose of expanding shelter capacity in the region to assist people experiencing homelessness. One of the purchased parcels included the Governor's Bowl Park which has been developed into a Safe Camp. The location was identified to serve as a safe space where encampments along the Truckee River could relocate providing access to basic services and a more secure location for individuals not wishing to move into shelters.

The southernmost parcel was developed into a low barrier emergency shelter. In winter/spring of 2021 a 46,000 square foot structure was erected, and the emergency shelter opened on May 17, 2021. City of Reno lead the oversight of construction of the sprung, which was funded by Washoe County, City of Reno and City of Sparks under an interlocal funding agreement.

The three adjacent parcels are pictured below:

The Nevada Cares Campus is a low barrier emergency shelter intended to provide men and couples experiencing homelessness with basic services including congregate sleeping accommodations. Women will be referred to the Our Place women's shelter as a primary resource for sheltering of women and for day center services such as laundry and showers; however, approximately 80 women are currently being served at the Nevada Cares Campus on average.

The Nevada Cares Campus provides basic facilities including restrooms, handwashing facilities, showers, trash disposal, property storage, pet accommodations, and meals. The **Nevada Cares Campus is not intended to be a permanent destination**, but rather a safe location with basic services, case management and referrals to services with the ultimate goal of getting people transitions from homelessness to stable, independent housing. The goal for all Nevada Cares Campus participants is to move into stable, independent housing as soon as possible.

While the initial 46,000 square foot building provides shelter from the elements and space for beds to be utilized for emergency shelter purposes, a need for further on-site facilities such as indoor bathrooms, showers, a kitchen/cafeteria space, case management accommodations, and office space was identified, and significant efforts have been initiated to design the facilities to accommodate these needs. The Nevada Cares Campus will be operational during construction, housing up to 604 people nightly and with added warming and cooling facilities and cold weather overflow. In the future, this number may fluctuate to meet the changing needs of the community. Construction for these additional facilities is anticipated to begin in the spring of 2022 and be completed by the end of 2025.

Cares Campus Purpose:

- Provide housing-focused emergency shelter and basic services such a bathrooms, showers and food and water to individuals who are experiencing homelessness.
- Provide a safe, centralized location for persons experiencing homelessness to receive temporary housing and appropriate services needed to expedite placement into permanent housing using the principles of Housing First, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

Washoe County aims to focus on the following approaches to meet the purpose outlined above:

Provision of emergency shelter:

- Secure location
- Limited storage for personal belongings
- Serve couples as well as single adults 18 years of age and older, women will be served as needed
- Pets allowed
- Food services

Connection to service providers and housing programs:

- On-site staff to assist with connections to services and programs in partnership with community partners
- Facilitation of on-site visits from service providers to build connections to existing programs

While Washoe County is actively working to engage community partners to meet the immediate and on-going medical needs of Cares Campus participants, we have identified the need for a contracted medical provider for basic, non-emergency, non-intensive medical care on site to reduce the number of calls for service to emergency services. This request for proposal seeks to procure the services of a Cares Campus Medical Provider who has established policies and procedures and a medical director to provide staffing to meet the needs of Cares Campus clients, within the timeframe providers are onsite as reflected in the staffing matrix in Exhibit D, and as appropriate for their scope of practice, in a flexible and dynamic fashion.

Definitions

Adult is anyone over the age of 18 seeking services.

Critical Incident Report is a report that covers any "Critical Incident" which is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of an individual(s) involved with the emergency shelter.

Emergency Shelter (ES) are sheltering programs that have minimal entry criteria, include time limits where the duration is typically less than 90-120 days; are located in a structure offering protection from the elements, provide restroom facilities, meals (if appropriate), and drinking water, are supervised, and offer appropriate heating/cooling and proper ventilation. Generally, one hot meal is provided, and no fee is required. ES can include beds, units, temporary spaces, or motel/hotel vouchers available to meet the emergency shelter needs of persons and families who would otherwise be living on the streets. This does not include the programs and services that meet the definition of prevention, transitional housing, or permanent housing.

- Overflow: # of mats, beds, or spaces that are temporarily made available in an existing program.
- Off-Site Lodging: hotel or motel arrangements (apartment if used in place of a motel or hotel).
- Shelter: structure that contains units or beds to meet needs of emergency shelter.
- Seasonal: structure that only open during high demand periods.
- Low Barrier: shelters (usually short-term Emergency Shelter) that have few, if any, behavior or conduct requirements. These shelters focus on providing a safe, secure, violence-free place for homeless individuals to escape the outdoor elements and the uncertainties of life on the streets or in the desert encampments.

Equal Access Rule requires that HUD-assisted funded programs be made available to individuals without regard to actual or perceived sexual orientation, gender identity, or marital status and prohibits inquiries into sexual orientation or gender identity for the purpose of determining eligibility for, or availability of, such housing. The rule has since been expanded to require that service providers give equal access to programs, benefits, services, and accommodations in accordance with an individual's gender identity.

Frequent Users are individuals who are the highest users of emergency rooms, jails, shelters, clinics, and other crisis service systems at a large cost to the communities in which they reside.

Harm Reduction is a set of practical strategies and ideas aimed at reducing negative consequences associated with alcohol and substance abuse. Refers to policies, programs, and practices that aim to reduce the harms associated with usage; complements approaches that seek to prevent or reduce the overall level of usage.

Homeless can describe a person's situation if they are sleeping in a place not meant for human habitation (e.g. living on the streets) or in an emergency shelter; or a person in transitional housing for homeless persons who originally came from the street or an emergency shelter. Also, a person may be considered homeless if, without the assistance from a service provider, they would be living on the streets. This includes persons being evicted within a week from a private dwelling with no subsequent residence identified and lacks the resources and support networks needed to obtain housing; or being evicted within one week from an institution in which the person has been a resident for more than 30 consecutive days with no subsequent residence identified and he/she lacks the resources and support networks needed to obtain housing.

Housing First is a best practice model approach used to house and provide services for the homeless. Housing First rests on two premises: 1) the central goal is direct placement into permanent housing for those who are currently homeless, and 2) provision of appropriate individualized services (may include mental health and/or substance abuse treatment) are offered via follow-along services after housing placement to ensure long term housing stability. Housing First is an approach in which housing is offered to people experiencing homelessness without preconditions (such as sobriety, mental health treatment, or a minimum income threshold) or service participation requirements and in which rapid placement and stabilization in permanent housing are primary

goals. Programs that use a Housing First approach promote the acceptance of clients regardless of their sobriety or use of substances, completion of treatment, or participation in services.

Motivational interviewing is a psychotherapeutic approach that attempts to move an individual away from a state of indecision or uncertainty and towards finding motivation to making positive decisions and accomplishing established goals.

Participant is anyone who has completed the intake process and approved to receive shelter at the Nevada Cares Campus.

Trauma-Informed Care and Practice is a strengths-based framework grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and participants, and that creates opportunities for participants to rebuild a sense of control and empowerment.

2. Scope of Work

Washoe County (COUNTY) will administer funds to assist with the cost of providing basic medical care at the Emergency Shelter for adults experiencing homelessness. The CONTRACTOR's services shall be provided to Cares Campus participants free of charge.

CONTRACTOR is charged with the responsibilities of providing basic, non-emergency, non-intensive medical services onsite at the Nevada Cares Campus with the facilities made available to best ensure the following within the service hours in the staffing matrix in Exhibit D:

- Basic medical services are provided to reduce the number of calls for emergency services
- Basic medical services are provided according to policies and procedures that are developed and signed off by a Medical Director (MD or APRN)
- Appropriate screenings are conducted for communicable diseases such as COVID-19, Tuberculosis, Influenza, etc. as requested by Washoe County
- Appropriate referrals are provided for higher level of care medical needs
- All Cares Campus participants are treated with respect and compassion
- All required documentation is recorded and submitted to the appropriate party
- All medical staff on site have passed the appropriate background checks, have received the appropriate training, and are working within an appropriate scope of practice
- Any critical incidents that occur are resolved and reported to the appropriate party when involving a medical services staff member

Our goal is to meet participants "where they are at" while supporting the housing focused goals of the Cares Campus. Program staff will not deny services to participants who use alcohol or drugs however, no alcohol or drugs (including synthetic "legal drugs" and medications for which individuals do not have a prescription) are allowed at the Emergency Shelter. All medical staff onsite are expected to follow harm reduction practices and support Cares Campus participants in harm reduction strategies to the maximum extent possible.

As we are embarking on a large construction project at the campus to install permanent restrooms, showers, laundry and other necessary facilities, a medical service provider is being sought who can provide these services

in the current facility while construction is underway. This will require changes to the operational location of key elements of the emergency shelter such as the check in area, meal service area, and restrooms and shower areas which will impact the areas available for the contracted medical provider to use to provide services. A mobile office space solely dedicated to the contracted medical provider will be made available onsite; however, flexibility will be needed as that location may change. The mobile office will consist of an 8' x 10' room with no sink or restroom. The mobile office space will have lighting and heating/air conditioning and is intended to be utilized as an exam room type space and not an administrative office.

Minimal storage will be made available when possible for basic first aid type supplies.

The basic medical needs at the Nevada Cares Campus vary widely but the following tasks must be provided to Nevada Cares Campus participants at a minimum.

- Basic wound care including assisting with changing dressings, bandages, etc
- Providing triage and screening for participant health concerns to determine if calling 9-1-1 is needed, utilizing the Nurse hotline provided by Washoe County when appropriate.
- Assessing participants for head lice, body lice, bed bugs, scabies, etc. and providing appropriate remedies when possible, such as assisting with treatments for head lice, providing education and assisting clients with accessing hygiene needed to mitigate body lice.
- Conducting screenings for communicable diseases such as COVID-19, Tuberculosis, Influenza and making appropriate referrals to further screen and treatment.
- Providing education and guidance to Washoe County Housing and Homeless Services and Cares Campus CONTRACTOR staff on best practices to mitigate the spread of communicable disease in a congregate shelter setting.
- Assist with medication management for participants when able and as appropriate.
- Provide all needed medical supplies such as bandages, gauze, etc. - including basic over the counter and prescription medications that will be provided to Nevada Cares Campus participants, up to the budgeted amount. If the supply budget is anticipated to be exceeded, CONTRACTOR shall notify county and changes in service and supply provision shall be agreed upon by both parties.

All medical services provided at the Nevada Cares Campus must be conducted according to medical services policies and procedures developed by the contracted medical provider and approved by the CONTRACTOR's medical director.

Target Population and Admission Criteria

Emergency Shelter participants must meet the definition of homeless as previously defined.

The following criteria may not be used to determine service eligibility:

- Sobriety and/or commitment to be drug-free;
- Participation in religious services or activities;
- Participation in drug treatment services (including NA/AA);
- Payment or ability to pay; nor
- Identification

Contractor Responsibilities

The CONTRACTOR will be required meet the following:

Staffing

1. Provide the medical services staff members set forth in the staffing matrix in Exhibit D with the appropriate scope of practice to treat the most common aliments listed below at the Nevada Cares Campus for the hours reflected in the staffing matrix 7 days a week, including holidays. Common ailments include:
    a. Basic first aid
    b. Treatment for head lice, body lice, and scabies
    c. Wound care and bandage changes
    d. Screening for TB
    e. Other health issue or ailments as needed
2. Proposed staffing schedules must be submitted and approved by Washoe County. Records of actual staffing/hours worked by position type must be reported monthly
3. Any deviation from the prescribed staffing plan must be approved in writing by Washoe County 5 working days before the staffing change is implemented.
4. CONTRACTOR must provide clear and visible identifiers for on-duty staff.
5. Ensure all staff are adhering to uniform standards and wearing all appropriate uniforms.
6. CONTRACTOR staff shall conduct themselves in a professional and courteous manner at all times.
7. Ensure all staff are trained and proficient in the following:
    a. Harm reduction
    b. Trauma informed care
    c. Motivational interviewing
    d. Discrimination and Harassment prevention
8. Ensure all appropriate staff are trained in relevant best practices.
9. Certify that training on all required subjects has been provided to existing staff and to new hires within 30 days of hire date and certification of training is by an approved source. Documentation of training on all mandated subjects to all project operations staff, regardless of length of service, must be submitted to Washoe County Housing and Homeless Services.
10. Accurate and timely documentation of incidents when involving a medical services staff member as outlined in the Nevada Cares Campus Policy and Procedure documents.
11. Communication with designated Washoe County staff regarding emerging issues.
12. Participate in regularly scheduled operational meetings as requested in writing by Washoe County.
13. Identify and maintain a designated staff person who is the main point of contact for Washoe County for all matters related to the Cares Campus.
14. Collaborate with Washoe County and other homeless service providers to minimize duplication of service and maximize utilization of available resources.

Administration/Record Keeping/Program Management

1. Perform all eligibility determination and maintain appropriate documentation.

2. Maintain appropriate medical records for medical services provided and allow Washoe County Housing and Homeless Services staff access to such records as requested and as appropriate.
3. Maintain financial records pertaining to all matters relative to the contract in accordance with standard accounting principles and procedures and retain all records and supporting documentation applicable for a period of five (5) years upon completion of contract, or termination of contract, whichever comes first.
4. Maintain insurance policies as outlined in Attachment B.
5. Be available for consultation regarding the operation and progress of the medical services provided at reasonable times with advance notice.
6. Provide advanced written notice of any service provision changes during the lifecycle of the contract.
7. Work in good faith to resolve any issues presented regarding the staffing and/or operations and maintenance of the facility. Any complaints or grievances brought forward by either party shall be discussed in person and all parties involved will work in good faith to resolve any issues first before following a formal grievance procedure.
8. Document that all employees working at the Emergency Shelter have passed the appropriate background checks per state and federal requirements. The County must receive documentation showing all background checks have been completed and the proposed staff have passed the appropriate background checks at least five working days prior to the employee working at the facility.
9. Ensure that all services are provided without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin or any other protected category.
10. Adhere to and enforce the Washoe County Emergency Shelter Policy and Procedures as periodically updated and amended.
11. Comply with all applicable local, state (Nevada Revised Status and Nevada Administrative Code) and federal laws of any kind including but not limited to public health guidelines.
12. Maintain the confidentiality of all records pertaining to any individual as required by local, state and federal law.
13. Comply with the Equal Access Rule: In alignment with the Equal Access Rule, the Emergency Shelter CONTRACTOR will provide equal access to programs, benefits, services, and accommodations in accordance with an individual's gender identity and all other provisions of the equal access rule when possible.
14. Ensure incident management measures are in place to identify, analyze, and correct hazards to minimize adverse impact on operations.
15. Comply with all annual program monitoring as administrated by Washoe County to include all client records and associated documentation.

Fiscal Responsibilities:

1. Establish such fiscal and accounting procedures necessary to ensure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted as required. Maintain financial records pertaining to all matters relative to the contract in accordance with standard accounting principles and procedures and retain all records and supporting documentation applicable for a period of five (5) years upon completion of contract, or termination of contract, whichever comes first. Delineate how multiple funding sources for services are allocated appropriately for its designated intended service. All such records relating to any analysis or audit performed relative to the contract shall be retained for five (5) years after such analysis or audit has been performance and any findings have been resolved. In the event that the CONTRACTOR no longer operates in Nevada, it shall be required to deliver a copy of all records relating to the contract with Washoe County to be retained by the Washoe County AUTHORIZED REPRESENTATIVE and the CONTRACTOR.
2. CONTRACTOR must submit to Washoe County a monthly invoice by the 15th calendar day of each month for the previous month's services, which includes documentation of services all outcome measures requested and outlined below, and the total amount requested.

Monthly Performance Measures:

- Number of duplicated and de-duplicated clients served
- Number of types of services provided
- Number of critical incident forms completed
- Number of referrals made to outside medical providers, emergency services and calls made to 911

The CONTRACTOR will utilize provided project reporting tools provided by County to collect requested information.

The work outlined above may not be subcontracted.

At the Nevada Cares Campus, Washoe County provides the items below and the contracted shelter Operator is required to facilitate access to:

- Beds, bunk beds, mattresses, and linens
- Towels for participants use at the shower
- Waste Management: including dumpster, regular dumpster pick-up, trash cans, trash bags, pet clean-up bags, cigarette butt can(s)
- Restrooms & hand washing stations, including service of such facilities
- Drinking water
- Basic first-aid supplies
- Personal Protective Equipment (PPE)
- Cleaning and hygiene supplies
- Utilities (water, electricity, natural gas, internet)
- Lunch and Dinner meals will be provided by an outside contracted vendor

Washoe County will provide case management and mental health staff who will work in collaboration with the contracted CONTRACTOR. Washoe County also provides onsite 24/7 security staffing and facility maintenance staff.

All Cares Campus policies and procedures must be followed by the CONTRACTOR.

Washoe County Housing and Homeless Services will evaluate the CONTRACTOR's performance under this contract on a regular basis. Such evaluation shall include assessing the CONTRACTOR's compliance with all contract terms and performance standards which may occur monthly, quarterly, semi-annually, and/or annually.

CONTRACTOR must submit status reports to support the staffing expenses and benefit realized by the COUNTY.

CONTRACTOR shall provide written notice to COUNTY of any service provision changes during the lifecycle of the contract for which COUNTY’s funds are allocated under the provisions of resolution(s) to be approved and adopted between COUNTY and CONTRACTOR.

CONTRACTOR is responsible to collaborate with other medical providers and homeless service providers to minimize duplication of service and maximize utilization of available resources.

CONTRACTOR agrees to ensure, to the maximum extent practicable, that individuals who have experienced homelessness or are currently homeless are involved, through employment or otherwise, in providing medical services at the Emergency Shelter.

CONTRACTOR shall work in good faith to resolve any issues presented by Washoe County Housing and Homeless Services regarding the staffing and/or operations and maintenance of the facility. Any complaints or grievances brought forward by either party shall be discussed in person and all parties involved will work in good faith to resolve any issues first before following a formal grievance procedure.

CONTRACTOR will certify to:

Maintain the confidentiality of all records pertaining to any individual or as required by local, state and federal law.

Ensure that the CONTRACTOR, its officers, and employees are not debarred or suspended from doing business with the Federal Government.

All bidders must include in their proposal:

- A detailed plan, including proposed staffing by licensure/credential level, to provide the needed non-emergency, non-intensive basic medical services at the Nevada Cares Campus during the peak time periods listed.
- Past experience providing medical care for people experiencing homelessness
- If Medicaid or insurance billing will be conducted by the contracted medical provider, submit a detailed plan for billing including how such cost savings will be utilized to offset the costs of providing medical services at the Nevada Cares Campus.
- Plan to mitigate infectious disease to include but not limited to COVID-19, influenza, etc.
- A training plan for all employees which includes mandatory trainings before hiring, trainings that will be completed in the first 30 days of employment, and regular trainings provided to all employees. Include proposed topics, time length, and proposed or potential presenters.
- An internal communications plan to ensure all CONTRACTOR and COUNTY staff are notified of any changes to policy/procedure, and critical program updates, staffing changes or shortages, supply delivery information, etc. This plan shall include the CONTRACTOR's central point of contact for Washoe County regarding all matters related to the Cares Campus.

ATTACHMENT B - INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR NEVADA CARES CAMPUS MEDICAL PROVIDER

INTRODUCTION

Washoe County has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities.

INDEMNIFICATION AGREEMENT

CONRACTOR agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property, caused by the omission, failure to act, or negligence on the part of CONRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by CONRACTOR, or by others under the direction or supervision of CONRACTOR.

In the event of a lawsuit against the COUNTY arising out of the activities of CONRACTOR, should CONRACTOR be unable to defend COUNTY due to the nature of the allegations involved, CONRACTOR shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors, or omissions of CONRACTOR.

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 One Million Dollars ($1,000,000) 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 Two Million Dollars $2,000,000 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 Two Million Dollars $2,000,000 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.

NETWORK SECURITY AND PRIVACY LIABILITY

Contractor shall maintain network security and privacy liability insurance insuring against loss resulting from (1) privacy breaches [liability arising from the loss or disclosure of confidential information] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems and (6) system failure. Coverage shall be provided with a limit of not less than $1,000,000 per claim and annual aggregate.

CONTRACTOR shall maintain such 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.

4. 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

FEDERAL AND STATE CLAUSES

(A) Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or Breach Contract Terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for Cause and for Convenience by the non-Federal entity

In addition to other provisions of this agreement, county has the right to terminate the agreement without cause at any time upon giving contractor seven (7) days written notice. In the event the agreement is terminated by county in accordance with this provision, county agrees to pay contractor for all work satisfactorily completed.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential

job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(1) 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 contractor is required to verify that none of the contractor'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).

(2) The contractor 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.

(3) This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the contractor 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 COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must 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 must 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 non-Federal award.

Contractors 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 recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: _____

TITLE: _____

_____ _____

(signature) (date)

(F) Procurement of Recovered Materials § 200.323. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
   - Competitively within a timeframe providing for compliance with the contract performance schedule;
   - Meeting contract performance requirements; or
   - At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

(G) Domestic Preferences for Procurements § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 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.

(H) Access and Retention of Records

(1) The Contractor agrees to provide the COUNTY, and the U.S. DEPARTMENT OF THE TREASURY, Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the U.S. DEPARTMENT OF THE TREASURY authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(I) Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders.

(J) Fraud and False or Fraudulent Statements or Related Acts

Fraud and False or Fraudulent Statements or Related Acts 31 U.S.C. Chap. 38. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

K) 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.

(L) Drug-Free Workplace Requirements. CONTRACTOR agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. PROVIDER 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 (1);

d. Notifying the employee in the statement required by paragraph (1) 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 agency within ten days after receiving notice under subparagraph (4) (b) 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 (4) (b), 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 (1), (2), (3), (4), (5) and (6).

(M) Boycott Certification. Pursuant to NRS 332.065, By signature of this contract, all parties acknowledge, agree, and certify that no party is currently engaged in a boycott of Israel; and further, all parties agree not to engage in any form of boycott of Israel for the duration of the contract period and any subsequent contract renewals, if applicable.

(N) Vietnam Veterans. The CONTRACTOR agrees to comply with Section 402-Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.

(O) Americans with Disabilities Act**.** The CONTRACTOR agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended.

(P) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(Q) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree 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 must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Compliance with Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the federal funding agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Compliance with Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the federal funding agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

(R) Prohibition on Certain Telecommunications and Video Surveillance services or equipment § 200.216. Prohibited from obligating or expending funds to enter into a contract (or extend or renew a contract) 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)

EXHIBIT D—COST PROPOSAL

Medical staffing will be provided per the staffing table below.

Nevada Cares Campus STAFFING PLAN										
DAY/SWING SHIFT										
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun		Hrs/Wk	FTE
NP	9.5				9.5				19	0.48
RN		9.5	9.5	9.5	9.5	9.5	9.5		57	1.43
CNA	8	8	8	8		8	8		48	1.20
Total Hours / FTE	18	18	18	18	19	18	18		124	3.10

The above listed staff plan will be provided at the Nevada Cares Campus 7 days a week, 365 days a year including holidays.

Definitions
NP: Advance Practice Nurse Practitioner. Must be licensed in the State of Nevada as an Advanced Practice Registered Nurse by the Nevada State Board of Nursing. Must have prescribing privileges in the State of Nevada as granted by the Nevada Board of Pharmacy.
RN: Registered Nurse. Must be licensed in the State of Nevada by the Nevada State Board of Nursing.
LPN: Licensed Practical Nurse. Must be licensed in the State of Nevada by the Nevada State Board of Nursing.
CNA: Certified Nursing Assistant. Must be licensed in the State of Nevada by the Nevada State Board of Pharmacy.

A detailed staffing schedule including specific hours onsite of each staff member and their licensure must be submitted at least 7 days prior to commencement of the proposed staffing schedule. The staffing schedule must be approved in writing by Washoe County prior to commencement of staffing schedule. Pricing for additional hours requested must be approved by both parties prior to commencement and will be billed at the following agreed upon rates, inclusive of all fees, service charges, recruitment or relocation costs:

Position	Hourly Rate
NP	$110.50
Program Manager RN	$ 68.90
LPN	$ 48.10
CNA	$ 39.30
RN	$ 63.70

Approved Budget

Staffing costs (per listed staffing plan)	$ 417,216.38
Insurance costs**	$ 15,000.00
Supplies	$ 20,000.00
Indirect	$ 67,697.62
NTE Contract Amount	**$ 519,914.00**

**Supplies, including pharmacy, and insurance will be reimbursed based on actual expense, an invoice must be submitted to obtain reimbursement for these budget items.