

**AGREEMENT FOR OPERATOR OF WOMEN AND FAMILIES SUPPORTIVE
COMMUNITY**

THIS AGREEMENT is made by and between the COUNTY OF WASHOE, a political subdivision of the State of Nevada, "County," and Alta Vista Mental Health, LLC., a Nevada corporation, "Organization."

W I T N E S S E T H

WHEREAS, the County desires to provide a housing program that assists community members in making a successful transition from substance abuse and homelessness to a productive and fulfilling lifestyle;

WHEREAS, County requires an operator of the Women and Families Supportive Community, on and off of the campus of Northern Nevada Adult Mental Health Services (NNAMHS);

WHEREAS, the Women and Families Supportive Community intends to provide a minimum of 60 tenant beds for an alcohol and drug free supportive community to at-risk populations as determined by the County;

WHEREAS, Organization has the resources to provide, promote and support housing services and basic needs of the Women and Families Supportive Community clients;

WHEREAS, the County and the Organization desire to enter into a formal agreement setting forth their responsibilities and liabilities in regard to provisions of such services;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, it is agreed by and between the parties as follows:

1. Term. This initial Agreement shall be for a period commencing October 1, 2019 through June 30, 2020 with the option of four (4) additional one (1) year extensions should funds be available.
2. Purposes and Services. The Organization shall provide, promote and support housing services and basic needs of the Women and Families Supportive Community clients, as determined by the County in accordance with Exhibit A – Scope of Work. Individuals who may be served in the program include but are not limited to homeless individuals who are referred through the courts, the jail, the Community Assistance Center, community referrals and/or clients who are currently being served by

Washoe County Human Services Agency who have a demonstrable need for supportive housing or services.

3. Invoices/Reports. The ORGANIZATION shall provide a program report and invoice in the format required by the COUNTY each month. The program report will include such information as a description of the services provided by the ORGANIZATION pursuant to this Agreement during the preceding month with a detailed accounting of individuals served, victim status, staff roster , and the housing status of each client.

The ORGANIZATION shall provide a quarterly summary and outcomes program report in the format required by the COUNTY no later than the 15th of the month following the end of the quarter. The quarterly summary and outcomes program report must be submitted to the COUNTY no later than fifteen days after the end of each quarter and must be executed under penalty of perjury by an official of the ORGANIZATION who is empowered by the ORGANIZATION to enter into contracts on its behalf.

4. Records. The Organization shall maintain in its principal office written records of all services provided pursuant to this Agreement. If a recipient's name is the subject of a legally recognized privilege, this information must be kept in a separate but secure location in the Organization's office. The Organization agrees to allow the County to inspect all such records at any reasonable time without prior notice to the Organization.

5. Notification of Change of Executive Director. The Organization shall notify the County in writing of a change in Executive Director, and of the new Executive Director's or Acting Director's name and telephone number.

6. Indemnification/Hold Harmless. Washoe County has established specific indemnification and insurance requirements for agreements/contracts with nonprofit agencies to help ensure that reasonable insurance coverage is maintained. These requirements are set forth in Exhibit B, which is attached hereto and incorporated by reference. Indemnification and hold harmless clauses are intended to ensure that these agencies accept and are able to pay for the loss or liability related to their activities. All conditions and requirements identified in Exhibit B shall be completed prior to any payment under this Agreement.

7. Discrimination. In connection with the performance of its obligations under this Agreement, the Organization shall not discriminate against any of its employees, agents or any person applying to the Organization for its services because of race, religion, color, sex, age, national origin, or disability, except that the Organization may focus on providing its services to the disabled and aged in accordance with the services described in Section 2.

8. Review of Invoices/Reports. The COUNTY shall review each invoice or report submitted by the ORGANIZATION in a timely manner pursuant to Section 3 and shall approve or disapprove payment in full or in part within five (5) working days after it is received. If an invoice is approved in full, the COUNTY shall pay to the ORGANIZATION an amount in accordance with the provisions set forth in Section 9. If an invoice or report is approved in part, the COUNTY shall pay to the ORGANIZATION the portion of the maximum amount set forth in Section 9, which represents the approved portions of the invoice or report, and the COUNTY shall have no obligation to pay the remainder unless it subsequently approved the disapproved portions of the report. The total payments made by the COUNTY to the ORGANIZATION shall not exceed the maximum amount set forth in Section 9 of this Agreement.

COUNTY shall not unreasonably withhold approval of payment; however, COUNTY has the right to request that ORGANIZATION provide more specific information about the services provided. If the invoice or report submitted by ORGANIZATION lacks specificity regarding services provided, or lacks evidence supporting the claimed provision of services by ORGANIZATION, or if ORGANIZATION has failed to submit a written report or if ORGANIZATION has failed to include the information required, COUNTY shall have the authority to withhold approval of payment of all or part of that invoice. COUNTY will inform ORGANIZATION in writing of the specific reason for disapproval and ORGANIZATION shall have 10 days from the date the written notice is used to provide COUNTY with the requested information.

9. Payment. During the term of this Agreement and subject to all terms and conditions of this Agreement, the COUNTY shall pay the ORGANIZATION an amount not to exceed \$521,644.20 (FIVE HUNDRED TWENTY ONE THOUSAND SIX HUNDRED FORTY FOUR DOLLARS AND TWENTY CENTS) annually. The COUNTY may make payment of any portion of that amount only after the County has approved an invoice in accordance with Section 8. Failure to comply with any term or condition of this Agreement is a material breach of this Agreement and is cause for the COUNTY to refuse to make any payment.

a) Payment for the period of October 1, 2019 to June 30, 2020 shall be prorated at an amount not to exceed \$391,233.15 (THREE HUNDRED NINETY ONE THOUSAND TWO HUNDRED THIRTY THREE DOLLARS AND FIFTEEN CENTS).

b) Payment for four (4) one (1) year renewal periods subject to available funding at an amount not to exceed \$521,644.20 (FIVE HUNDRED TWENTY ONE

THOUSAND SIX HUNDRED FORTY FOUR DOLLARS AND TWENTY CENTS) annually.

10. Cancellation. The County or the Organization may cancel this Agreement for any reason, with or without cause. Cancellation shall be made by a written Notice of Cancellation, and shall become effective thirty days after the receipt of the Notice of Cancellation by the non-canceling party. The Notice shall be deemed received three days after mailing by regular mail. The Notice must be served by mailing at the following addresses:

COUNTY: Washoe County Human Services Agency
Attn: Amber Howell, Director
350 S. Center Street
Reno, NV 89501

ORGANIZATION: Alta Vista Mental Health, LLC.
Attn: Christie White
1201 Terminal Way, Suite 217
Reno, NV

If a cancellation is made pursuant to this Agreement, a final invoice of the type described in Section 3 must be immediately prepared by the Organization within seven days after the effective date of the cancellation setting forth supportive housing or services provided by the Organization from the date of its last invoice/report to the effective date of the cancellation. After approval of the final invoice in the manner provided in Section 3, the County shall pay the Organization any amounts owed under Section 9 for services actually provided prior to the effective date of cancellation.

MISCELLANEOUS PROVISIONS

11. Independent Contractor. It is intended by the parties that the Organization perform its obligations pursuant to this Agreement as an independent contractor and not as an agency or employee of the County. The Organization is responsible for providing Industrial Insurance for its employees, withholding amounts of its employees' income tax and performing all other functions relative to its status as an independent contractor.

12. Assignment/Delegation. The rights and obligations of each party to this Agreement are not assignable. An assignment or delegation of any rights or obligations hereunder is a material breach of this Agreement.

13. Waiver. A waiver of any breach of any provision of this Agreement shall not be construed to be a waiver of any preceding or succeeding breach.

14. Merger/Amendment. This Agreement, together with the attached Exhibits, embodies the entire understanding of the parties and there are no terms, covenants or conditions other than those set forth herein. This Agreement may be amended only by a document in writing executed by both parties with the same formality with which this Agreement was executed.

15. Funding Out Clause. In the event Washoe County fails to appropriate or budget funds for the purposes as specified in this Agreement, the Organization hereby agrees to cancel this Agreement. The County agrees to provide 30 days written notice to the Organization in the event this situation should occur if such notice is possible. Both parties expressly understand that the term of this Agreement requires such a provision pursuant to NRS 244.320.

16. Authority. The person executing this Agreement on behalf of the Organization certifies that he/she has the power and authority to bind the Organization to the terms and conditions of this Agreement.

17. Compliance With Laws. The Organization agrees at all times to comply with all applicable laws, ordinances and regulations of the governmental entities having jurisdiction over matters that are the subject of this Agreement.

18. Governing Law/Miscellaneous. This Agreement shall be governed, interpreted and construed in accordance with the laws of Nevada. Any action brought pursuant to this Agreement shall be brought in Washoe County. If any provision of this Agreement shall be held or declared void or illegal for any reason, all other provisions of this Agreement that can be given effect without such illegal provision shall nevertheless remain in full force and effect. The section headings in this Agreement are intended solely for convenience; they are not part of this Agreement and shall not affect its construction.

19. Third Party Beneficiaries. This Agreement is not intended to create or be construed to create any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third party beneficiaries for any person or entity.

20. Limited Liability. County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the County's breach of this Agreement

shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

21. Health Insurance Portability and Accountability Act (HIPAA). The Covered Entity functions of the Organization agree to safeguard clients' protected health information in accordance with HIPAA and HITECH requirements. In the event that transmittal of protected health information is required for the administration of this Agreement, the parties agree to comply with the terms of Exhibit C, incorporated herein by reference.

22. Byrd Anti-Lobbying Amendment. The Organization agrees to conform to the regarding Influence/Lobbying Requirements as set forth in the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352.

23. Equal Employment Opportunity. The Organization will not discriminate against any employee or applicant for employment or individual receiving the benefit of Organization services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended). Organization will take action to ensure that all applicants are considered equally. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Such action shall include individuals benefiting from program services/activities.

24. Vietnam Veterans. The Organization agrees to comply with Section 402-Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.

25. Clean Air Act. The Organization agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act 42 U.S.C. 7401-7671q and the federal Water Pollution Control Act as amended 33 U.S.C. 1251-1387.

26. Debarment, Suspension and Other Responsibility Matters. The Organization certifies to the best of its knowledge and belief that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) 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;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission or any other offenses enumerated in (b) above;
- 4) 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
- 5) Understands 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

26. Americans with Disabilities Act. The Organization 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.

27. Hatch Act. Neither Organization 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.

28. Certifications Relating to Certain Boycotts or Israel. Pursuant to NRS 332,065 the Organization certifies that it is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel which includes refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.

29. Drug-Free Workplace Requirements. Organization agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. Organization certifies that it will provide a drug-free workplace by:

- 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;

- Establishing a drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The grantee's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 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);
- Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - a) Abide by the terms of the statement; and
 - b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- Notifying the agency within ten days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of such convictions;
- 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;
 - a) Taking appropriate personnel action against such employee, up to and including termination; or
 - b) 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;
- Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

**** CONTINUED ON NEXT PAGE ****

IN WITNESS WHEREOF, COUNTY and ORGANIZATION have executed this agreement as of the date first written below.

COUNTY OF WASHOE

By _____
Mark Stewart
Purchasing and Contract Manager

Date _____

Alta Vista Mental Health, LLC.

By _____
Christie White

Date _____

STATE OF NEVADA)

) ss.

COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2019, by _____ of
Alta Vista Mental Health, LLC.

NOTARY

Exhibit A
SCOPE OF WORK

Administrative Oversight

1. Implement a programmatic plan that includes providing community support, advocacy, wellness and community engagement services to participants including those living with or reunifying with their children in an effort to support women and families in transitioning to permanent supported housing and independent living.
2. Provide effective policies and procedures for the WFSC.
3. Provide reporting in a format and within the timeframes required by WCHSA such as contract deliverables, participant activities, status, and other items as determined by WCHSA.
4. Participate in mandatory meetings to review progress of a program, participants and its results and includes but not limited to:
 - Weekly multi-disciplinary team meetings to be attended by WFSC Management staff;
 - Weekly meetings, upon request, with a WCHSA supervisor; and
 - Leadership meeting, upon request, with Provider's Administration and WCHSA Management.
5. Complete new participant intake assessments.
6. Collaborate with medical practitioners, mental health provider(s), substances abuse service provider(s) and any other entity as designated by the WCHSA to coordinate services for participants.
7. Provide medication monitoring that includes tracking, and secure storage of narcotics.
8. Provide equipment and supplies for provider staff to perform their duties including but not limited to: office supplies, paper, dry erase markers, pens, and note pads.
9. Utilize a formal process in collaboration with WCHSA, for assisting participants in engaging in community volunteer activities as part of their WFSC participation.
10. Maintain proper insurance for volunteers.
11. Develop and implement policies for medical clearing of prospective participants including those individuals receiving Medicated-Assisted Treatments (MAT) using a Registered Nurse licensed to practice in the State of Nevada.
12. Invoice on a monthly basis with back-up documentation in a format determined by WCHSA.
13. Document and track, on a monthly basis, the required monthly substance use screening/testing.
14. Document, on a monthly basis, participant leisure/recreational activities to include but not limited to:
 - Number and type of structured activities provided;
 - Times and days activities were provided;
 - Ancillary activities tied to specific trips (e.g. driving to I love kickboxing, set up and take down of volleyball nets, obtaining fishing supplies, etc.); and
 - Duplicated and unduplicated number of participants served.

15. Document and provide reporting on a monthly basis of on-site mutual self-help meetings and peer lead classes/seminars. This includes, utilizing specific curriculum which has been identified and purchased by WCHSA to be utilized by provider in the provision of some classes.
16. Document and report on a monthly basis serious incidents including but not limited to:
 - Type of incident;
 - Specific intervention and/or sanction provided; and
 - Outcome of intervention and/or sanction.
17. Provide a monthly Registered Nurse activity report.

Community Support Services

1. Manage day to day operations of the WFSC.
2. Work with participants on specific objectives identified in the Multidisciplinary team meetings, ensuring objectives always refers back to the participants master service plan.
3. Coordinate and consult with team members and WCHSA staff to keep all parties informed of issues and participant progress. Including behavioral health and substance use/relapse information. All WFSC participants will be required to sign release of information to ensure their safety and success in the sober living program. Recipients will not enter the program without said release of information and will be discharged from the program if a revocation of said release is requested by the participant.
4. Increase the levels of cultural sensitivity, awareness and competency regarding community support services.
5. Document all community supportive services including the date and time the services were provided.
6. Educate and advocate for the values and principles of an alcohol and drug free supportive living community including an investment in behavior change and recovery.
7. Collaborate with WCHSA to provide a WFSC participant support, structure and supervision model which incorporates a standardized phase/tier system. Such phase/tier system will include incremental increases in participant privileges and responsibilities tied to the participant's adherence to the WFSC's standards and expectations. This system will account specifically for the individual's unique service planning needs as determined by the participant's Multidisciplinary team.
8. Collaborate with WCHSA to provide standardized rules and norms within the WFSC. These rules and norms shall be based in the belief that all participants are worthy and capable of making life changes and that the participant's investment in the WFSC, WCHSA's targeted case management services, and the participants access to medical and behavioral health services is a means by which life change can be accomplished.
9. Establish and implement standardized participant rules, in conjunction with WCHSA, that include.
 - Behavioral violations that will result in immediate expulsion from the WFSC.
 - Behavioral violations that will result in participant sanctions within the WFSC.

- Behavioral violations that will result in corrective feedback and coaching from staff and other participants within the WFSC
- 10. Provide documentation of all violations of the standardized rules and norms following all WCHSA process, procedures and policy statements in reporting any such incidents.
- 11. Provide a daily and weekly structure for WFSC participants to include but not limited to:
 - A minimum of 15 hours of participant leisure & recreational activities/event per week including a minimum of two hours per day, seven days per week;
 - A minimum of seven (7) on-site mutual self-help meetings per week. Examples include Alcoholics Anonymous (AA), Narcotics Anonymous (NA), Gamblers Anonymous (GA), Self-Management and Recovery Training (SMART), National Alliance on Mental Illness (NAMI) Connections;
 - A minimum of seven (7) community lead and peer-facilitated life skills classes or seminars facilitated by Community Support Specialist Staff and/or senior and transition phase peers per week; and
 - A minimum of one (1) RN facilitated classes per week for participants targeted on teaching basic principles of nutrition, physical health, and self-advocacy in health care.
- 12. Provide for daily Preliminary Breath Testing (PBT) for the use of alcohol on all participants and weekly program generated randomized Urine Analysis (UA) testing for other illicit drug use on all participants.
- 13. Staff WFSC based on the sample schedule in Table # 2.

Staff Requirements

The Organization shall establish minimum qualifications for employed and/or contracted provider staff to operate the WFSC. Which includes:

1. Appropriately staff the WFSC based on the staff to participant ratios indicated in Tables A and B.
2. Ensure a cadre of available and trained on-call personal to insure adequate staff coverage and available to provide coverage for staff sick leave, vacations, and vacancies.
3. The Organization understands that the exact number of employees and hours may vary as necessary to operate the WFSC and is based upon the number of participants in residence at any given time.

Training

1. The Organization shall pay for all required staff training and background investigations with the exception of training provided by WCHSA staff.
2. Ensure provider community staff completes the CASAT Peer Support Specialist 101 Online Course within 90 days of commencement of employment or volunteer status to increase their understanding of how to engage and interact with tenants.
3. Ensure staff attends within 90 days of commencement of employment all scheduled core competency in-services, trainings, workshops, and webinars as determined collaboratively with WCHSA.
4. Submit a monthly training report for review by WCHSA with the invoice.

5. Ensure staff attends group or individual Community Support Specialist Staff coaching sessions for the purpose of reinforcing the core competencies.
6. Staff shall become certified Peer Recovery Support Specialist (PRSS) through the Nevada Certification Board (NCB), and affiliate member board of the International Certification Reciprocity Consortium (IC&RC).

Table # 1

Position Title	# of FTE's Needed	Position Description
WFSC Manager	1.0 FTE	Responsible for all Women and Families Houses
Women & Families Lead Community Support Specialist	3.0 FTE (Lives on Site at each Location)	Responsible to provide direct guidance to WFSC Support Specialist Staff, WFSC Participants in the day to day operations of their designated unit ('House').
Women & Families Community Support Specialist	See staffing options 4.75 – 5.25	Responsible to provide direct guidance and supervision to WFSC Participants.
Registered Nurse (All Women and Families Houses)	1.0 FTE	Registered Nurse licensed to practice in the State of Nevada Working hours must accommodate, at times, evenings and weekends.

1.0 FTE = 2080 Hours per Year, 0.50 FTE = 1040 Hours per Year

Table # 2

Sample Schedule: All Houses (Total Leads 1 FTE per location and PSS 1.75 FTE per location)																		
River House (25 Participants) & Hope 1st Cottages (24 Participants)																		
Time	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday					
5:00 AM																		
5:30 AM																		
6:00 AM	Lead Support Specialist 6:00AM to 2:30PM (8 hours plus 30 minute lunch break)		Lead Support Specialist 6:00AM to 2:30PM (8 hours plus 30 minute lunch break)		Lead Support Specialist 6:00AM to 2:30PM (8 hours plus 30 minute lunch break)		Lead Support Specialist 6:00AM to 2:30PM (8 hours plus 30 minute lunch break)		Lead Support Specialist 6:00AM to 2:30PM (8 hours plus 30 minute lunch break)		Peer Support Staff #2 (10 hours plus 60 minute lunch break) 6:00AM to 5:00PM	Senior & Transition Phase Participant Volunteer Coverage for Lunch Break & Brief Crossover	Peer Support Staff #2 (10 hours plus 60 minute lunch break) 6:00AM to 5:00PM	Senior & Transition Phase Participant Volunteer Coverage for Lunch Break & Brief Crossover				
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1:00 PM		Peer Support Staff (PSS) #1 (1:30PM to 10:00PM (8 hours plus 30 minute lunch break)		Peer Support Staff (PSS) #1 (1:30PM to 10:00PM (8 hours plus 30 minute lunch break)		Peer Support Staff (PSS) #1 (1:30PM to 10:00PM (8 hours plus 30 minute lunch break)		Peer Support Staff (PSS) #1 (1:30PM to 10:00PM (8 hours plus 30 minute lunch break)		Peer Support Staff (PSS) #1 (1:30PM to 10:00PM (8 hours plus 30 minute lunch break)		Peer Support Staff #3 5:00PM to 10PM	Senior & Transition Phase Participant Volunteer Coverage for Lunch Break & Brief Crossover					
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Exhibit B

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR PROFESSIONAL SERVICE AGREEMENTS FOR OPERATOR OF WOMEN AND FAMILIES SUPPORTIVE COMMUNITY

INDEMNIFICATION

CONTRACTOR Liability

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

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

General Liability

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

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

GENERAL REQUIREMENTS

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

INDUSTRIAL INSURANCE

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

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

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

If CONTRACTOR or Sub-contractor is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627.

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 Indemnites 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 Indemnites 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 Indemnites listed in this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Agreement. CONTRACTOR's insurer shall endorse CGL policy to waive subrogation against COUNTY with respect to any loss paid under the policy.

BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

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

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

PROFESSIONAL LIABILITY/ERRORS & OMISSIONS LIABILITY INSURANCE

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

PROPERTY INSURANCE

If applicable and as determined by COUNTY, Contractor shall obtain and maintain in force commercial property insurance covering products, equipment or other materials being provided under this Agreement. Commercial property insurance shall, at minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30).

Commercial property insurance shall cover the replacement cost of the property insured. COUNTY shall be included as an insured and loss payee under the commercial property insurance with respect to its interest in the covered property.

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.

CRIME INSURANCE

Contractor shall maintain crime insurance including coverage for the loss of money, securities and other property by employees or other parties with a limit not less than \$1,000,000 per occurrence. Coverage shall be endorsed to include coverage for loss of COUNTY money, securities and other property in the care, custody or control of Contractor.

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

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT BETWEEN

Alta Vista Hereinafter referred to as
"Covered Entity"
and

THE COUNTY OF WASHOE Hereinafter
referred to as "Business Associate"

This agreement is entered into between Covered Entity and Business Associate, effective upon signature.

Business Associate acknowledges and agrees that all protected health information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic medium by Covered Entity or its operating units to Business Associate on Covered Entity's behalf shall be subject to this agreement.

OBLIGATIONS AND ACTIVITIES OF the BUSINESS ASSOCIATE

1. Business Associate agrees to not use or disclose Protected Health Information other than as permitted by this Agreement or as Required by Law.
2. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided by this Agreement.
3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health information by Business Associate in violation of the requirements of this Agreement.
4. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
5. Business Associate agrees to ensure that any agent, including a Recipient, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
6. Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner as set forth in the contract's Inspection and Audit provisions, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
7. Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner as

mutually agreed between the parties.

8. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or the Secretary, in a time and manner as set forth in the contract's Inspections and Audit provisions or designated by the Secretary, for the purpose of the Secretary determining Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual in accordance with 45 CFR 164.528.
10. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner as set forth in the contract's Inspection and Audit provisions, information collected in accordance with the previous section of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

PERMITTED USE AND DISCLOSURES BY BUSINESS ASSOCIATE General

Use and Disclosure Provisions *(1. and 2. are alternative approaches)*

1. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
2. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate.
3. Except as otherwise limited by this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate, provided that disclosures are:
 - a. Required by Law, or
 - b. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and
 - c. The person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
4. Except as otherwise limited by this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services for Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
5. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.5020(1).

