

AGREEMENT

Our Place Women and Family Shelter Operator

This AGREEMENT is entered into this _____ and is effective upon execution by and between Washoe County Human Services Department ("WCHSA" or "COUNTY") and Reno Initiative for Shelter and Equality ("OPERATOR" or "RISE") for the operations and maintenance of the Women and Family shelters at the Our Place campus.

WITNESSETH:

WHEREAS, the COUNTY released Request for Proposal (RFP) #3130-20 on behalf of WCHSA seeking a Facility Operator for the Women and Family Shelters on the Our Place campus;

WHEREAS, the Washoe County Board of County Commissioners approved the contract award related to RFP #3130-20;

WHEREAS, the COUNTY and the OPERATOR desire to enter into a formal Agreement setting forth their responsibilities and liabilities in regard to the provision of services as described herein and as per RFP 3130-20;

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) **Employment of OPERATOR**. WCHSA agrees to engage OPERATOR and the OPERATOR agrees to perform the services described in their proposal and incorporated into this Agreement as Exhibit B.
- (2) **Time of Performance**. This AGREEMENT shall commence on May 1, 2020 and will continue services through June 30th, 2021 unless the WCHSA and/or its authorized representative shall approve an extension in writing. The ongoing operation and maintenance services will begin May 1, 2020 through June 30th, 2021 with the option for four (4) additional renewal periods of up to one (1) year each.
- (3) **Compensation**. The services as described in the Scope of Work (Exhibit B) provided at a cost not to exceed \$1,983,333 for the initial contract period of 14-months that begins in FY20 and includes FY21; and an annual amount of \$1,700,000 per fiscal year thereafter if contract extensions are implemented. Contract extensions shall not require a written amendment unless changes in performance or compensation are also required.
- (4) **Method of Payment**. For the initial contract period, the COUNTY shall make one payment of \$141,666.66 immediately upon execution of this contract.

Provided OPERATOR submits an invoice and monthly report showing the services provided and staffing as listed in the "Scope of Work" in Exhibit B, the remaining payments of the contract term shall be paid in evenly distributed monthly installments of \$141,666.66.

Additionally, monthly motel/hotel expenses as listed in the "Scope of Work" in Exhibit B will be a reimbursable direct expense up to \$50,000 per fiscal year.

OPERATOR agrees to complete the project and all services for an amount not to exceed the agreed upon sum.

- (5) **Changes.** WCHSA may from time to time require changes in the scope of services of OPERATOR to be performed. Any changes to the scope of services provided shall be mutually agreed upon and shall be made in writing by the parties. Any resulting change in compensation must be documented via a written contract amendment.
- (6) **Services and Materials to be Furnished by WCHSA.** WCHSA shall cooperate with OPERATOR in carrying out the work required by this Agreement. WCHSA shall provide adequate staff for liaison with OPERATOR but all services as required by this Agreement shall be provided by OPERATOR.
- (7) **Termination of Agreement.** Either party may terminate this Agreement without cause by a (60) day written notice. A Notice of Termination will be deemed effective five (5) days after personal delivery or 10 days after mailing by U.S. Mail, postage prepaid. In the event of termination OPERATOR shall submit to WCHSA all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement within 15 days after the effective day of any written Notice of Termination. In the event of any termination, OPERATOR will be paid for all services satisfactorily rendered to the date of such termination but such sums paid hereunder will not be greater than the sum listed in paragraph 3 above.
- (8) **Information and Reports.** The OPERATOR shall, at such time and in any form WCHSA may require, furnish such periodic reports concerning the status of the project, such as statements, reports and copies of count sheets of clients served, intakes completed or other information relative to project as may be requested by WCHSA. The OPERATOR shall furnish WCHSA, upon request, with copies of all documents and other material prepared or developed in relation with or as part of project.
- (9) **Records and Inspections.** OPERATOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of one year after the completion of the project. WCHSA shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings, and activities.
- (10) **Completeness of Contract.** Except as otherwise provided, this Agreement and any additional or supplementary document(s) that are incorporated by specific reference contain all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, predating the subject matter of this contract or any part of it shall have any validity or bind any of the parties. Only properly executed amendments shall alter the content of the Agreement.
- (11) **WCHSA Not Obligated to Third Parties.** WCHSA shall not be obligated or liable to any party other than the OPERATOR.
- (12) **When Rights and Remedies Not Waived.** In no event shall the making by WCHSA of any payment to the OPERATOR constitute or be construed as a waiver by WCHSA of any breach of covenant, or any default which may exist on the part of the OPERATOR and the making of any such payment by WCHSA while any such breach or default shall exist in no way impairs or prejudices any right or remedy available to WCHSA with respect to such breach or default.

- (13) **Indemnification and Insurance.** WCHSA has established specific indemnification and insurance requirements for contracts with consultants, to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that consultants are aware of and accept responsibility for losses or liabilities related to their activities. All conditions and requirements for insurance and indemnification are set forth in Exhibit A, which is attached and incorporated into this Agreement by this reference, and said conditions and requirements shall be completed prior to the commencement of any work pursuant to this Agreement. The indemnity provisions of Exhibit A shall survive termination or expiration of this Agreement.
- (14) **Personnel.** The OPERATOR has all personnel required in performing the services under this Agreement. All of the services required will be performed by the OPERATOR or under OPERATOR'S supervision, and all personnel engaged in the work shall be qualified to perform such services. OPERATOR represents that it has no interest and agrees that it will acquire no interest, direct or indirect, that would conflict in any manner with the performance of the services under this Agreement. OPERATOR further agrees that, in the performance of this Agreement, no person having any such interest will be employed. OPERATOR also agrees by signing this Agreement to the following: OPERATOR, 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 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.
- (16) **Assignability.** The parties hereby agree that OPERATOR may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of WCHSA.
- (17) **Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if delivered in person or sent by the parties in the United States mail, postage paid, to the addresses noted below:

To WCHSA: Washoe County Human Services Agency
350 S. Center Street
Reno, NV 89501
HSA-contracts@washoecounty.us

To OPERATOR: The Reno Initiative for Shelter and Equality
 PO Box 5254
 Reno, NV 89513-5254

- (18) **Limited Liability.** WCHSA 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 WCHSA'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.
- (19) **Severability.** Any provision in this Agreement that is prohibited or unenforceable under state or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of this Agreement.
- (20) **Governing Law And Venue.** The laws of the State of Nevada shall govern this Agreement. All parties consent to the personal jurisdiction of the state court in Washoe County, Nevada and to the service of process by any means authorized by such court or under the laws of the State of Nevada. The exclusive venue of any action or proceeding arising out of or in connection with this Agreement shall be Washoe County, Nevada.
- (21) **Non-Appropriation Clause.** The WCHSA may terminate its participation in this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the WCHSA's funding source is not appropriated or is withdrawn, limited, or impaired. The WCHSA will make every reasonable effort to ensure payment for services rendered by the Contractor.
- (22) **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.
- (23) **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.
- (24) **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.
- (25) **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

- (26) **Byrd Anti-Lobbying Amendment.** The OPERATOR agrees to conform to the regarding Influence/Lobbying Requirements as set forth in the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352.
- (27) **Boycott Certification.** Pursuant to NRS 332.065(2), as of July 1, 2018 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.
- (28) **Equal Employment Opportunity.** The OPERATOR will not discriminate against any employee or applicant for employment or individual receiving the benefit of OPERATOR 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). OPERATOR 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 OPERATOR 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.
- (29) **Vietnam Veterans.** The OPERATOR agrees to comply with Section 402-Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.
- (30) **Clean Air Act.** The OPERATOR 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.
- (31) **Americans with Disabilities Act.** The OPERATOR 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.
- (32) **Hatch Act.** Neither OPERATOR 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.
- (33) **Drug-Free Workplace Requirements.** OPERATOR agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. OPERATOR 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).

(34) **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.

(35) **Renewal Period Compensation.** Base compensation for the optional renewal periods subsequent to the initial term of this Agreement will be negotiated by the Operator and COUNTY prior to the commencement of the renewal term. Proposed pricing increases for each renewal term shall not exceed the US Consumer price Index for the previous year. Requests for pricing increases shall require written justification from the Operator. Consideration and approval will be at the sole discretion of COUNTY. Requests must be submitted in writing to the COUNTY no less than one hundred two (120) days prior to the expiration of the current agreement period.

IN WITNESS WHEREOF, WCHSA and the OPERATOR have executed this agreement effective _____, 2020.

COUNTY OF WASHOE

By: _____
Mark Stewart, Purchasing and Contracts Manager

Date: _____

OPERATOR

By: _____ Date: _____

EXHIBITS BEGIN NEXT PAGE

Exhibit A

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

BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

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

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

PROFESSIONAL LIABILITY/ERRORS & OMISSIONS LIABILITY INSURANCE

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

Scope of Work

Background

In Washoe County, all sheltered homeless residents are currently housed in one location. These mixed populations create issues in an already-challenged environment for those facing homelessness. To tackle these issues and best meet the needs of women and families experiencing homelessness, Washoe County Human Services Agency (WCHSA) has set upon a bold path to establish Our Place, a comprehensive campus for women and families experiencing homelessness. Our Place will separate populations with the goal of reducing assault, human trafficking, and property theft while providing a tailored approach for each population. In an effort to identify barriers and address root causes of homelessness for women and families, the WCHSA partnered with the State of Nevada's Department of Health and Human Services to renovate existing buildings on the State Campus to accommodate and serve individuals experiencing homelessness using a different model. Our Place is an outcome-based campus designed to create a safe and stable environment where women and families who are experiencing homelessness are treated with dignity and respect while being connected to services.

WCHSA aims to focus on the following approaches to ensure that we are best meeting the needs of this population:

Removing barriers to service-

- Secure campus
- Personal belongings storage
- Increased length of stay
- Pets allowed
- Transportation assistance

Comprehensive and collaborative case management-

- Personalized, task-driven case planning with accountability
- Wrap-around services in partnership with community partners
- Continued case management after moving out

Intensive intake and diversion programming-

- Data collection and case management via provider shared system (Good Grid)
- Providing services to those not staying on campus

At full capacity, Our Place will have 114 beds for women and 28 rooms for families. WCHSA will be providing all case management and programming, in partnership with community partners, at Our Place. We are seeking a collaborative, experienced partner to operate and manage the facilities of the Women and Family shelters.

The Our Place campus will provide a continuum of housing services and programs for women and families in need including the CrossRoads women's program with higher levels of case management and client accountability. The women and family shelter are the first step in that continuum of services for women and families experience homelessness in our community. The campus also includes the Temporary Assistance for Displace Seniors program, an 18 bed co-ed shelter that provides temporary emergency shelter for those 60 years of age and older

with intensive case-management to vulnerable seniors who have been displaced from their home, been a victim of a crime, or have recently been exploited, neglected or abused. Referrals are made from community agencies to case workers at TADS.

1. Scope of Project

Washoe County Human Services Agency (COUNTY) will administer County funds to assist with the cost of operating an Emergency Shelter for women and families experiencing homelessness that includes housing-focused environments that promote engagement in housing-stability planning and wrap around services including case management, job and housing placement and assistance with applications for public assistance as applicable. The selected operator (OPERATOR) is charged with the responsibilities of shelter operations to ensure the facility is clean and safe and that shelter guests are treated with respect and compassion to include checking shelter guests in and out of the facilities, responding to any safety or cleanliness concerns and resolving and reporting any critical incidents that occur to the appropriate party. All furniture, beds, mattresses, cleaning supplies, paper products, linens and blankets will be provided by Washoe County.

Washoe County HSA is committed to maintaining a safe and secure environment and the selected OPERATOR will be expected to also maintain this commitment. The safety of guests, staff, and volunteers is of utmost importance. Firearms, explosives, weapons, or any item that may be construed as such, are prohibited from the Our Place campus. There are some limited exceptions to this policy; for example, certified and licensed law enforcement personnel. While drugs and alcohol are not allowed on the Our Place campus, we will provide services to guests who actively use these substances.

Our goal is to meet guests “where they are at.” Program staff will not deny services to guests 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 on the Our Place campus. Carrying of a firearm, or dangerous weapon, by anyone on the property, is strictly prohibited. This includes ammunition, explosives, fireworks, and other dangerous substances or materials of any kind. Weapons will not be allowed at the Our Place campus or accepted for storage on site.

For the TADS program, the selected operator will also be responsible for providing one staff member, 24 hour, 7 day a week staffing to operate and manage the TADS shelter.

The selected operator will also be responsible for regular cleaning, doing all client intakes during non-business hours (anytime outside of Monday-Friday 8 am to 4:30 PM) monitoring shelter guests and ensuring that the shelters are safe and well operated.

All client intakes during regular business hours (Monday-Friday 8 am to 4:30 PM) and all case management will be provided by Washoe County Human Services Agency. Our Place is a fully fenced, secure facility and 24 hour security services will be provided by Washoe County through a contracted security provider.

Washoe County will authorize funds made available for the 2019/2020 and 2020/2021 program year commencing from the date of award (target start date for OPERATOR is May 1, 2020) and ending June 30, 2021 (intended to be a 14 month period) with the option to renew for four (4), one-year periods thereafter. The OPERATOR’s services shall be provided to households experiencing homelessness free of charge.

2. Definitions

Case Management (provided by WCHSA, not the responsibility of the OPERATOR) is a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's health and human service needs that may include:

- Outreach and client identification: to attempt to enroll clients not using traditional or mainstream services
- Assessment: to determine a person's current and potential strengths, weaknesses, and needs
- Planning: to develop a specific, comprehensive, individualized plan
- Linkage: to transfer clients to necessary services and treatments provided in the community
- Client Advocacy: to intercede on behalf of a specific client or a class of clients to ensure equity and appropriate services
- Crisis Intervention: assisting clients in crisis to stabilize through direct interventions and mobilizing needed supports and services
- Resource Development: attempting to create additional services or resources to address the needs of clients
- Discharge Planning: implementing many of the above functions to help clients plan to transition from one type of setting or service program to another

Client/Guest any person on campus utilizing the services offered at Our Place.

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.

Diversion is a strategy that prevents homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing.

Effort Pledge is a statement that clients sign that acknowledges that they will do their best to work toward accomplishing housing goals outlined in the housing plan.

Equal Access Rule requires that 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.

Family includes, but is not limited to, regardless of marital status, actual or perceived sexual orientation, or gender identity, any group of persons presenting for assistance together with children under 18 and irrespective of parental age, relationship, or whether or not a member of the household has a disability.

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.

Good Grid is a case management and referral tracking system utilized by WCHSA and other community agencies. This software system allows for service referrals to be conducted electronically and with the participation of the client. The system also tracks the success of such referrals in addition to the case management of the client and tracking client outcomes. This system allows for clients to access their own information within Good Grid as each client has their own profile that they can use to interact with service providers, store essential documents and share information with service providers at their discretion.

Housing First is a best practice model approach used to house and provide services for people experiencing homelessness. Housing First rests on two premises: 1) the central goal is direct placement into permanent housing for those who are currently experiencing homelessness, 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 or service participation requirements and in which 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 or completion of treatment.

Housing Services are services that assist persons with obtaining housing. Services may include: development of housing plans, recruitment of housing units for clients experience homelessness, assistance with housing placements and lease agreements, preparing clients for successful transition to permanent housing, mediation between landlord and tenant, advocating for tenant rights, providing tenant education, etc. Positions to provide housing services may include: housing recruiter, housing harvester, housing specialist, etc., where individual persons are responsible for part or all of the functions mentioned above.

Housing Stability is measured for short term support by successful exits to stable permanent housing. For permanent housing, maintenance of that housing should be a primary focus of outcomes measured.

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.

Supportive Services address the service needs of people experiencing homelessness, such as employment, health, drug abuse treatment, or education, to help people experiencing homelessness meet three overall goals: 1) achieve housing stability, 2) increase skill and/or income levels, and 3) obtain greater self-determination. Supportive services may include, but are not limited to: assistance in obtaining permanent housing, assistance in obtaining income supports, medical counseling and supervision, mental health and psychological counseling and supervision, employment counseling, substance abuse treatment and counseling, other services

such as child care payments, transportation assistance, job placement or training, outreach, life skills training, and transportation.

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.

3. Target Population and Admission Criteria

Served client population must meet the definition of homeless as previously defined.

The following criteria **may not** be used to determine program eligibility and continued stay:

- 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, however background checks must be completed for family shelter clients

4. Interventions/Services

The purpose of this section is to provide a description of the services the OPERATOR is responsible to deliver.

Operation of the Women and Family Emergency Shelter

Operations of the emergency shelter services will include the following for both the women's and family shelters:

Site management including cleaning, room checks and 24/7 staffing in an ADA-compliant environment. This excludes cleaning client rooms but includes ensuring clients maintain client areas in a safe and cleanly manner.

Maintenance of a clean, safe facility with an adequate number of beds for each individual served. This including the regular cleanings of the facility.

Facilitating meal service or access thereto appropriate for the hours of operation and drinking water throughout the day and night. The OPERATOR will serve the meal and clean up after the meal, including having clients participate in such activities to the maximum extent practical. Ensure ongoing operation of the facility in accordance with Nevada Revised Statutes, Nevada Administrative Codes, and all other applicable Federal, state and local regulations.

While the OPERATOR is not responsible to provide restrooms, wash basins, showers with hot and cold running water, personal hygiene products, and connection to clean clothing, they will support and facilitate access to these items provided by COUNTY as needed.

Conducting client intakes during non-business hours (all client intakes during business hours i.e. Monday-Friday 8am to 5 pm) will be conducted by Washoe County Human Services Agency staff. The OPERATOR will also be responsible for client discharges or removals that occur off business hours including violations that would result in terminating a client's stay the shelter.

If during non-business hours (anytime outside of Monday-Friday, 8 am to 5 pm) a family is identified as being an appropriate fit for a hotel stay until availability at the family shelter is possible, per the policies and procedures of Our Place, the OPERATOR will arrange and provide payment for that family to stay at a hotel/motel. Such stays will be a reimbursable direct expense up to \$50,000 per fiscal year, to be as evenly spaced out across the fiscal year as possible. The number of stays paid for, in addition to the appropriate supporting documentation, will be provided with the monthly report and invoice submitted to WCHSA.

Facilitate the placement and retrieval of clients' possessions in and out of the COUNTY provided storage space. WCHSA will identify the storage space however the OPERATOR will be charged with providing staffing for putting participant possessions into storage and retrieving such possessions when needed. Clients will have their own limited storage space but assistance may be needed with additional storage needs.

Response to resident inquiries or complaints regarding function, safety or cleanliness. Respond to and report all incidents including critical incidents, complete critical incidents reports when necessary and submit them to WCHSA as soon as possible.

Responsibilities of Providers

The purpose of this section is to provide a description of how the selected vendor plans to utilize the allocated funding to provide the highest quality of service. The selected OPERATOR will: Implement homeless diversion practices: OPERATOR's intake staff will make every effort to assist clients who are currently homeless in obtaining housing rather than having them enter a community emergency shelter while conduct intakes during non-business hours. OPERATOR will employ shelter intake staff to help divert clients seeking shelter to other safe and appropriate options. OPERATOR staff will be skilled at problem solving, negotiation with a client's landlord or family members, or mediation.

Utilize Trauma-Informed Care and Motivational Interviewing: A Harm Reduction model, which does not require sobriety and addresses heavy drinking and/or drug use and its consequences, will also be utilized. The system design will effectively serve the target population in a welcoming and solutions-focused environment.

OPERATOR must maintain an open facility 24 hours a day, seven days a week, 365 days a year.

The OPERATOR shall not engage in any fundraising related to Our Place without prior written approval by WCHSA for any fundraising efforts. For any Our Place related fundraising efforts, all fundraising costs must be accounted for and all net fundraising profits will be split equally between the OPERATOR and WCHSA.

OPERATOR must provide the following:

Throughout all contract periods, adequate staffing must be provided by the OPERATOR to meet the requirements through this document.

The following staffing plan submitted with the proposal must be followed for the first contract period. For the subsequent renewal periods, the minimum staffing requirements will be negotiated between the COUNTY and OPERATOR however the minimum rates of pay outlined in the RFP must be adhered to for the initial contract period and all contract renewal periods.

To ensure shelter provides a safe and clean environment, OPERATOR will establish and implement written procedures to ensure the health and safety of clients, staff, and visitors that includes a grievance policy for clients, discharge procedures and critical operational tasks. An

operations manual for each shelter (Women's and Family Shelter) must be submitted and approved by COUNTY 10 business days prior to the OPERATOR commencing operation of the facility. Staff must be skilled in crisis de-escalation techniques to resolve issues that arise before discharging clients.

Documentation that all hires have passed the appropriate background checks per state and federal requirements must be conducted by the OPERATOR and the documentation for each staff member passing the background checks must be provided to COUNTY before commencing operations of the facility. The COUNTY must approve all management and intake staff hired by OPERATOR at least two working days prior to the employee working at the facility. All staff hired by the OPERATOR are expected to conduct themselves in a professional and courteous manner at all times.

The OPERATOR is not responsible for case management however, they are expected to support the Our Place goal of getting people experiencing homelessness permanently housed. Our Place staff will actively work to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry. Serve intact families: OPERATOR will provide emergency housing services to families with the goal of keeping them intact and not separating family and/or household members due to relation, age, gender or other reason when possible. The goal should be to serve the entire family in one location whenever possible.

Comply with Equal Access Rule: In alignment with the Equal Access Rule, OPERATOR 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. Complete mandatory training requirements: Management and intake staff, at a minimum, must receive training on Prevention and Diversion, Trauma Informed Care, Motivational Interviewing, and Harm Reduction. The OPERATOR must 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 the COUNTY. Create an explicitly welcoming environment for LGBTQ households in shelter: OPERATOR will establish and implement written non-discrimination policies and staff training that aligns with Equal Access regulations.

OPERATOR will be responsible for using the Good Grid software system for entering real time client data including intakes. Use of Good Grid for OPERATOR staff will be provided at no cost. OPERATOR will be responsible for conducting a customer satisfaction survey at least annually to gather client satisfaction data and submit a report sharing the results of the survey and the intended course of action to address the results of the survey.

Additional Responsibilities:

While not responsible for case management, OPERATOR should strive to employ management, staff, and volunteers with sufficient technical knowledge, skill, and expertise necessary to provide the services while ensuring appropriate staff to client ratios. To provide stabilization to the high-need population being served, and to maximize opportunities to connect individuals to a variety of housing opportunities.

Be available for consultation regarding the operation and progress of the OPERATOR with all parties to the funding agreement and at other reasonable times with advance notice as to not conflict with OPERATOR's other responsibilities.

Establish such fiscal and accounting procedures necessary to ensure the proper disbursement of, and account for grant funds in order to ensure that all financial transactions are conducted. 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 OPERATOR no longer operates in Nevada, it shall be required to deliver a copy of all records relating to the contract with the COUNTY to be retained by the COUNTY and OPERATOR.

OPERATOR must maintain insurance policies as outlined in contract.

OPERATOR must submit to COUNTY's authorized representative a monthly invoice by the 15th calendar day of each month for the previous month's services, which includes a summary of staffing provided, number of intakes completed, hotel/motel stays provided and any critical incidents that occurred. Further documentation of staffing, wages or hotel/motel stays may be requested periodically as needed.

OPERATOR shall implement a quality assurance plan component to facilitate client feedback on quality of services, which must include a client satisfaction survey but may also include one of the following: development of a client advisory council which has the ability to meet on a regular basis to discuss service delivery issues; and/or regularly-scheduled opportunities to meet with OPERATOR leadership to discuss programs. OPERATOR will submit a written procedure for implementing the client feedback mechanism(s), and report on its progress quarterly when submitting monthly reports.

WCHSA will evaluate the OPERATOR's performance under this contract on a regular basis. Such evaluation shall include assessing the OPERATOR's compliance with all contract terms and performance standards and may occur monthly, quarterly, semi-annually, and/or annually. OPERATOR must submit status reports to support the staffing expenses and benefit realized by the COUNTY. OPERATOR will also provide operating budget information at least twice per year.

OPERATOR 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 OPERATOR.

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

OPERATOR agrees to ensure, to the maximum extent practicable, that individual and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in maintaining facilities and providing supportive services for Our Place.

OPERATOR shall work in good faith to resolve any issues presented by Washoe County Human 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.

OPERATOR will certify to:

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

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

OPERATOR will perform activities to ensure proper administration of their responsibilities including, but not limited to the following:

Perform all intake, eligibility determination and documentation as mentioned above

Ensure all appropriate staff are trained in relevant best practices;

Ensure all appropriate staff are trained in and understand Good Grid utilization expectations;

Ensure incident management measures are in place to identify, analyze, and correct hazards to minimize adverse impact on operations.

EXHIBIT C

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

RISE 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).