

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between
The Board of Regents of the Nevada System of Higher Education
On Behalf of the University of Nevada, Reno School of Medicine
(hereinafter referred to as "UNRMED")
1664 N. Virginia Street, M/S 1332
Reno, NV 89557-1332

And
Washoe County, Nevada
(hereinafter referred to as "Contractor")
Address:

WHEREAS, UNRMED is authorized to engage services of persons or entities as independent contractors;
and

WHEREAS, it is deemed that the service of CONTRACTOR is both necessary and in the best interests of the UNRMED;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Dean of University of Nevada, Reno School of Medicine (UNRMED).
2. DEFINITIONS. UNRMED means the University of Nevada, Reno School of Medicine, identified herein, its officers, employees and immune contractors. "Independent Contractor" means a person or entity that performs services and/or provides goods for UNRMED under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. CONTRACT TERM. This Contract shall be effective from **July 1, 2026 through June 30, 2027**, unless sooner terminated by either party as specified in paragraph (9).
4. NOTICE. Unless otherwise specified, termination shall not be effective until 15 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any UNRMED specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

ATTACHMENT A: Statement of Work

6. CONSIDERATION. The parties agree that CONTRACTOR will provide the services specified in Attachment A for compensation detailed in Attachment A. UNRMED does not agree to reimburse CONTRACTOR for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. INSPECTION & AUDIT.

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

b. Inspection & Audit. CONTRACTOR agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of CONTRACTOR or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of CONTRACTOR where such records may be found, with or without notice by the UNRMED Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

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

9. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause upon sixty (60) days prior written notice.

b. UNRMED Termination for Non-appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. UNRMED may terminate this Contract, and CONTRACTOR waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the UNRMED's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

- i. If CONTRACTOR fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
- ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by CONTRACTOR to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- iii. If CONTRACTOR becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- iv. If UNRMED materially breaches any material duty under this Contract and any such breach impairs CONTRACTOR'S ability to perform; or
- v. If it is found by UNRMED that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of UNRMED or the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- vi. If it is found by UNRMED that CONTRACTOR has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. CONTRACTOR shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by UNRMED;
- iii. CONTRACTOR shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by UNRMED;
- iv. CONTRACTOR shall preserve, protect and promptly deliver into UNRMED possession all proprietary information in accordance with paragraph (21).

10. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour.

11. LIMITED LIABILITY. UNRMED and CONTRACTOR will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any UNRMED breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to CONTRACTOR, for the fiscal year

budget in existence at the time of the breach. Damages for any CONTRACTOR breach shall not exceed 150% of the contract maximum "not to exceed" value. CONTRACTOR'S tort liability shall not be limited.

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

13. INDEMNIFICATION. To the fullest extent permitted by law, both Parties shall indemnify, hold harmless and defend, not excluding each Parties' right to participate, the other Party from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the Parties, their officers, employees and agents.

14. INDEPENDENT CONTRACTOR. CONTRACTOR is associated with UNRMED only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, CONTRACTOR is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for UNRMED whatsoever with respect to the indebtedness, liabilities, and obligations of CONTRACTOR or any other party. CONTRACTOR shall be solely responsible for, and UNRMED shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of CONTRACTOR; (4) participation or contributions by either CONTRACTOR or UNRMED to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by UNRMED or the State. CONTRACTOR shall indemnify and hold UNRMED harmless from, and defend UNRMED against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither CONTRACTOR nor its employees, agents, or representatives shall be considered employees, agents, or representatives of UNRMED. UNRMED and CONTRACTOR shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), CONTRACTOR represents as follows:

Contractor's Initials

YES NO

1. Does UNRMED have the right to require control of when, where and how CONTRACTOR is to work?

_____ MS _____

- | | | |
|--|-------|----|
| 2. Will UNRMED be providing training to CONTRACTOR? | _____ | MS |
| 3. Will UNRMED be furnishing CONTRACTOR with worker's space, equipment, tools, supplies or travel expenses? | _____ | MS |
| 4. Are any of the workers who assist CONTRACTOR in performance of his/her duties employees of UNRMED? | _____ | MS |
| 5. Does the arrangement with CONTRACTOR contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)? | _____ | MS |
| 6. Will UNRMED incur an employment liability if CONTRACTOR is terminated for failure to perform? | _____ | MS |
| 7. Is CONTRACTOR restricted from offering its services to the general public while engaged in this work relationship with UNRMED? | _____ | MS |

15. Travel Expenses – Indicate whether travel will be reimbursement only (per diem rates apply and contractor is not taxed for reimbursement), or whether a flat fee is being provided (contractor will be taxed based on the flat fee, but no per diem verification or receipts are required). **If no travel reimbursement will be applied, then mark as not applicable :** N/A.

Per diem reimbursement \$ for meals

Reimbursing for actual expenses (with receipts provided). Please use Spend Category SC0517.

Flat fee \$ _____

No receipts needed. Please use Spend Category SC0699.

16. Insurance Requirements – All information is required.

The Contractor shall not commence work before proof of the required insurance is evidenced by a Certificate of Insurance on an ACORD 25 form, provided by the Contractor's insurance agent or broker. By endorsement to all general and umbrella or excess liability policies, the "Board of Regents, Nevada System of Higher Education" shall be named as an additional insured for all liability arising from the

contract. The Certificate of Insurance must be filed with the contract so that it can be found in the event of a loss. Prior approval of the insurance policies by NSHE, shall be a condition precedent to any payment of consideration under this Contract. The Contractor shall, at Contractor's sole expense, procure, maintain, and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Any insurance related questions can be forwarded to BCN Risk Management, (775) 682-6107.

1.I UNDERSTAND THAT PAYMENT(S) WILL NOT BE PROCESSED UNLESS THE AFFIDAVIT AND/OR OTHER INSURANCE REQUIREMENTS listed below ARE FULLY MET, if applicable.

MS
Initial – Contractor

8/26/26
Date

2. Worker's Compensation and Employer's Liability Insurance X YES NO

(a) Does the Contractor have employees?

If the answer to question (a) is YES, the Contractor shall provide proof of workers' compensation insurance as required by NRS 616B.627, or other applicable law if Contractor's principal place of business is outside Nevada, or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters or other applicable law, is not required.

(b) The Workers' Compensation Insurance is not required if the Contractor is:

- To receive only travel reimbursements, and/or travel expenses are to be paid to vendor(s) directly on behalf of the Contractor using a PCard or request for payment, i.e., no fee or honorarium is to be paid to the contractor. Corresponding receipts must be attached.
- A faculty member of another U.S. institution and covered under his/her home U.S. institution's workers' compensation policy.
- An individual and NOT a sole proprietor. NRS 616A.310 defines a "SOLE PROPRIETOR" as a self-employed owner of an unincorporated business and includes: working partners and members of working associations.

If "YES" to any of the above, then skip to Question 3 below.

(c) The Workers' Compensation Insurance is not required if the contractor is, per NRS 616A.110:

- To be employed in casual and not in the course of the trade, business, profession, or occupation of his employer.
- To be engaged as a theatrical or stage performer or in an exhibition.
- To perform services as a musician merely casual in nature and not lasting more than 2 consecutive days, and not recurring for the same employer, as in wedding receptions, private parties, and similar miscellaneous engagements.
- To be engaged in household domestic service, farm, dairy, agricultural, or horticultural labor, or in stock or poultry raising, except as otherwise provided in chapters 616A to 616D, inclusive, of NRS.
- To perform services as a voluntary ski patrolman who receives no compensation for his services other than meals, lodging, or use of the ski tow or lift facilities.
- To perform services as a sports official for a nominal fee at a sporting event that is amateur, intercollegiate, or interscholastic and is sponsored by a public agency, public entity, or private or nonprofit

organization. As used in this subsection, “sports official” includes an umpire, referee, judge, scorekeeper, timekeeper, or other person who is a neutral participant in a sporting event.

- A clergyman, rabbi, or lay reader in the service of a church, or any person occupying a similar position with respect to any other religion.

- A real estate broker, broker-salesman, or salesman licensed pursuant to chapter 645 of NRS:

- i. To sell or solicit the sale of products, in person or by telephone:

- a .On the basis of a deposit, commission, purchase for resale, or similar arrangement specified by the Administrator by regulation, if the products are to be resold to another person in his home or place other than a retail store; or

- b. To another person from his home or place other than a retail store;

- ii. To receive compensation or remuneration based on sales to customers rather than for the number of hours that he works; and

- iii.To pursuant to a written agreement with the person for whom the services are performed which provides that he is not an employee for the purposes of this chapter. [11:168:1947; A 1953, 99; 1955, 915]— (NRS A 1969, 1100; 1975, 1018; 1977, 194; 1979, 949; 1985, 1077; 1995, 2129; 1997, 162; 2003, 1584)

If any of the above applies, then skip to Question 3 below.

(d) Nevada law allows the following to reject workers’ compensation coverage if they do not use employees or subcontractors in the performance of work under the contract. Indicate the appropriate category below:

_____ Sole proprietors (NRS 616B.627 and NRS 617.210).

_____ Unpaid officers of quasi-public, private, or nonprofit corporations (NRS 616B.624 and NRS 617.207).

_____ Unpaid managers of limited liability companies (NRS 616B.624 and NRS617.207).

_____ An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS617.207).

If the Contractor has rejected workers’ compensation coverage under applicable Nevada law, the Contractor must indicate the basis for the rejection of coverage above; and complete, sign, and have notarized an Affidavit of Rejection of Coverage.

3. Commercial General Liability (Minimum Limits)

(a) Does the Contractor have a Commercial General Liability policy? X Yes No

If the answer to question (a) is YES, the Contractor shall provide a Certificate of Insurance for Commercial General Liability with the following minimum limits:

Each Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000

4. Business Auto Liability Insurance

(a) Will the Contractor drive onto NSHE property and/or transport NSHE employees or students?
 _____ Yes X No

If the answer to question (a) is NO, evidence of business auto liability insurance is not required. Go to question 4(b) and provide an answer for the question.

(b) Does the Contractor have a Business Auto Liability policy?
 X Yes _____ No

If the answer to questions (a) and (b) is YES, the Contractor shall provide a Certificate of Insurance for Business Auto Liability with the following minimum limits for Owned, Non-Owned, or Hired Automobiles:

Per Accident, Combined Single Limit \$1,000,000

5. High Risk Activities – software or cloud based services

(a) Does the Contractor have Cyber Liability Insurance? X Yes _____ No

(b) If the answer to question (a) is YES, the Contractor shall provide a Certificate of Insurance for Cyber Liability with limits of not less than \$1,000,000 per occurrence and an annual aggregate of \$2,000,000.

Mail all required insurance documents to UNRMED identified on page one of the contract.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by CONTRACTOR to provide the goods or services required by this Contract. CONTRACTOR will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of CONTRACTOR. CONTRACTOR agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by UNRMED, such offending portion of the assignment shall be void, and shall be a breach of this Contract. CONTRACTOR shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of UNRMED.

21. UNRMED OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by CONTRACTOR (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of UNRMED and all such materials shall be delivered into UNRMED possession by CONTRACTOR upon completion, termination, or cancellation of this Contract. CONTRACTOR shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of CONTRACTOR'S obligations under this Contract without the prior written consent of UNRMED. Notwithstanding the foregoing, UNRMED shall have no proprietary interest in any materials licensed for use by UNRMED that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from CONTRACTOR may be open to public inspection and copying. UNRMED will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. CONTRACTOR may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that CONTRACTOR thereby agrees to indemnify and defend UNRMED for honoring such a designation. The failure to so label any document that is released by UNRMED shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by CONTRACTOR to the extent that such information is confidential by law or otherwise required by this Contract.

CONTRACTOR agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." CONTRACTOR agrees not to use or further disclose any Protected Health Information (as defined in 42 USC 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. CONTRACTOR shall make his internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

- a. CONTRACTOR certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. CONTRACTOR and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. CONTRACTOR and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

- a. General Warranty. CONTRACTOR warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- b. System Compliance. CONTRACTOR warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of UNRMED. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.

27. USE OF SOFTWARE. CONTRACTOR is responsible for entering into any necessary software license agreements with the owners or licensors of any software CONTRACTOR supplies, installs or otherwise relies upon and uses to provide service under this Contract, and CONTRACTOR shall comply with the terms of all such software agreements. Any default by CONTRACTOR under any such software agreements shall constitute a default by CONTRACTOR under this Contract.

28. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. CONTRACTOR acknowledges that as required by statute or regulation this Contract is effective only after approval by the Dean of UNRMed and only for the period of time specified in the Contract. Any services performed by CONTRACTOR before this Contract is effective or after it ceases to be effective are performed at the sole risk of CONTRACTOR.

29. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

30. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

31. THIRD PARTY INTEREST/LIABILITY. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any right, power, interest or cause of action in any third party. The Parties, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.

32. COUNTERPART SIGNATURES; ELECTRONIC TRANSMISSION. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Agreement may be accomplished by electronic transmission of this Agreement.

33. . NONRESIDENT ALIEN STATUS. CONTRACTOR, if an individual, agrees and acknowledges as follows:

Contractor is a U.S. Citizen or lawful permanent resident (green card holder) _____ Yes _____ No

If no, contact the Nonresident Alien Tax Specialist at nra@unr.edu of (775) 784-1404 for additional documentation requirements and approval.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

WASHOE COUNTY, NEVADA

Name:
Title:

Date

**BOARD OF REGENTS OF THE NEVADA SYSTEM OF
HIGHER EDUCATION ON BEHALF OF THE
UNIVERSITY OF NEVADA, RENO SCHOOL OF MEDICINE**

Paul J. Hauptman, MD
Dean, School of Medicine

Date

ATTACHMENT A

SCOPE OF WORK

Prime Awardee: University of Nevada, Reno School of Medicine

Contract Recipient: Cares Campus, Washoe County

Program: Primary Care Training and Enhancement: Residency Training in Street Medicine (HRSA-25-078)

Contract Amount: \$8,000

Project Period: July 1, 2026 – June 30, 2027

BACKGROUND AND PURPOSE

This Scope of Work supports the implementation of HRSA funded street medicine residency training activities at Cares Campus, Washoe County. The University of Nevada, Reno School of Medicine is the prime awardee under HRSA-25-078, with a contract issued to Cares Campus to support community-based training environments for residents providing care to individuals experiencing homelessness.

Street medicine is defined by HRSA as the providing care to individuals experiencing homelessness, including medical, behavioral health, and substance use, related needs. This contract supports training infrastructure, workflow alignment, and interdisciplinary coordination consistent with HRSA program requirements and county public health priorities.

SCOPE OF SERVICES

Cares Campus shall support HRSA-funded street medicine residency training activities solely by providing access to existing clinic space and supporting clinical

continuity of care within established, county-authorized healthcare operations. Under this contract, Cares Campus' role is strictly limited to permitting the operation of the street medicine clinic and allowing the use of HRSA-funded donated medical supplies during supervised training activities.

For purposes of this agreement, street medicine refers to supervised, community-based clinical training activities delivered in non-traditional care settings and clinical environments serving individuals experiencing homelessness. Street medicine activities include, but are not limited to:

- Assessment and management of acute and chronic medical conditions, including wounds, skin and soft tissue infections, and other commonly encountered conditions in unsheltered populations.
- Evaluation and stabilization of acute illness and exacerbations of chronic disease consistent with street medicine practice.
- Use of medical, wound care, and infection-prevention supplies to support clinical assessment and treatment.
- Medication management under existing medical oversight, including medications related to wound care, infections, chronic disease management, mental health concerns and symptom stabilization.
- Clinic based follow up and reassessment, including continuity of care for individuals with limited or no access to traditional healthcare systems
- Clinically trained staff with wound care experience may support resident education by teaching them about wound care. This support is provided solely as

part of resident training and clinical skill development, within existing scope of practice and under established medical oversight.

- Identification of substance use and addiction-related needs, including patient education, brief intervention, harm-reduction teaching, redirection to safer practices, and referral to appropriate treatment or recovery-oriented services when indicated
- Identification of behavioral health needs and coordination with appropriate services within existing systems of care
- Referral or escalation to higher levels of care when clinically necessary

The activities described herein are included solely to define the training environment and allowable use of HRSA-funded supplies. They do not create independent clinical, administrative, fiscal, documentation, tracking, evaluation, or reporting obligations for Cares Campus.

Cares Campus shall be responsible for procurement, ordering, inventory tracking, data collection, outcome monitoring, grant accounting, compliance activities, or HRSA reporting. All grant administration, financial management, inventory control, data tracking, compliance, and reporting responsibilities reside exclusively with the University of Nevada, Reno School of Medicine, as the prime awardee under HRSA-25-078.

Clinic staff may support clinical continuity of care, including wound care and follow-up, within their existing scope of practice and under established medical oversight. Wound care trained clinic staff shall teach the residents about the wound care. This contract does

not create new services, billing authority, staffing requirements, administrative duties, or any expansion of clinical scope

OBJECTIVES

- 1) Support HRSA-funded street medicine residency training by providing a community based clinical environment in which residents receive supervised, experiential training in the assessment and management of medical, behavioral health, and substance-use-related conditions commonly encountered among individuals experiencing homelessness.
- 2) Strengthen street medicine training capacity by supporting clinic-based continuity of care, including follow up assessment, reassessment, and monitoring of medical conditions using HRSA funded supplies within existing county authorized clinical operations.
- 3) Enhance staff and resident's competency through targeted, street medicine focused training that addresses acute and chronic medical conditions, wound care, infection prevention, medication management, addiction education, harm reduction strategies, and referral pathways for under-resourced populations.
- 4) Support appropriate and efficient use of HRSA funded medical and wound care supplies to facilitate supervised street medicine training activities, without creating new services, billing authority, documentation burden, or administrative responsibilities for Cares Campus.

- 5) Align street medicine training activities with HRSA program goals by emphasizing community-based care, early intervention, continuity, and referral, thereby supporting system level care coordination without expanding clinical or administrative scope.

KEY ACTIVITIES

Cares Campus shall support the following training-related and continuity of care activities, limited to access, participation in street medicine focused training, and clinical support within existing county authorized operations:

I. Street Medicine Clinic Access and Support

- Provide access to existing clinic spaces to support HRSA funded street medicine residency training activities.
- Allow utilization of HRSA funded medical and wound care supplies during supervised training activities and clinic-based continuity of care.

II. Clinical Continuity of Care

- Support clinic staff, providing clinic-based continuity of care, including wound care, follow up assessment, dressing changes, infection monitoring, and patient education, consistent with existing medical oversight and scope of practice.
- Support reassessment of medical conditions during follow up visits to monitor clinical progression and identify the need for referral or escalation of care when indicated.

III. Street Medicine Focused Training for Clinic Staff

Participating in street medicine focused on training supported by the contract, including:

- Wound assessment and management

- Infection prevention and dressing selection
- Medication management related to street medicine practice under existing medical oversight
- Addiction education, harm-reduction teaching, redirection, and referral
- Referral pathways and escalation of care for high-risk populations

IV. Clinical Coordination (Non-Administrative)

- Coordinate clinically with the street medicine clinic to support continuity of care using existing clinic workflows.
- Provide programmatic cooperation, inventory tracking, supply order, and keeping the proof of purchase for reimbursement responsibilities are assigned to Cares Campus.

DELIVERABLES

Cares Campus deliverables under this contract are strictly limited to access, participation, programmatic cooperation and clinical continuity functions.

Deliverables include:

1. Availability of existing clinic space to support HRSA funded street medicine residency training activities.
2. Permission for the use of HRSA funded medical and wound care supplies during supervised training activities and clinic-based continuity of care.
3. Participation of clinic staff, in street-medicine-focused training, including wound care, medication management, addiction education, harm-reduction teaching, and referral processes.

4. Support of clinical continuity of care, including follow-up assessment and reassessment of medical conditions, within existing clinic operations and scope of practice.

All grant administration, except cares supplies purchase expense track for the supplies and continuity education expense track, remains the sole responsibility of the University of Nevada, Reno School of Medicine as the prime awardee.

COMPLIANCE AND ACCOUNTABILITY

All activities shall comply with HRSA program requirements, 45 CFR Part 75, and applicable federal, state, and county regulations. This contract supports training and coordination only and does not expand licensure authority, scope of practice, or statutory obligations of Washoe County or Cares Campus.

PROCUREMENT AND FISCAL OVERSIGHT

Cares Campus shall be responsible for purchasing approved supplies and training-related expenses under this contract and for maintaining itemized cost documentation in accordance with county fiscal policies.

The University of Nevada, Reno School of Medicine shall provide reimbursement to Cares Campus upon submission of itemized bills and supporting documentation, consistent with contract terms. UNR Med retains responsibility for overall grant oversight and HRSA reporting.

ITEMIZED BUDGET

Budget Period: July 1, 2026 – June 30, 2027

I. Total Contract: \$8,000 Direct Costs – 8000

1. *Supplies and Materials – \$6,000*

Noncapital supplies supporting street medicine training and activities, including wound care training supplies, infection prevention materials, educational tools, and other consumable items necessary to support care delivery and training in non-traditional settings. Item level purchasing will be tracked by the University of Nevada, Reno School of Medicine in accordance with federal requirements.

2. *Training and Educational Support for Clinic Staff – \$2,000*

Costs associated with street medicine focused training for clinic staff, including wound care and management, behavioral health screening, trauma-informed care, and care delivery for uninsured populations. Training costs may include external facilitation, educational materials, travel, accommodation for training and other expenses related to training.

Total Budget for FY 2027: \$8,000