

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into between Washoe County, a political subdivision of the State of Nevada (“County”) and Volunteers of America, Northern California and Northern Nevada, Inc., (“Contractor”), collectively (the “Parties”).

WITNESSETH:

WHEREAS, County desires to engage Contractor to render certain consulting services in Support of “Our Place Operations” (the “Project”); and

WHEREAS, County requires certain professional services in connection with the Project, as described in Exhibit “A” Scope of Work (the “Services”); and

WHEREAS, County followed the requirements for the lawful procurement of goods and services in accordance with established policies, regulations, codes and/or statutes in force at the time of the original Agreement execution; and

WHEREAS, County released RFP #3265-24 on November 20, 2024 seeking a vendor to operate the Our Place Campus; and

WHEREAS, Contractor represents that it is duly qualified, ready, willing and able to provide the Services by virtue of its education, training and experience; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be June 16, 2025 through June 30, 2027, with the provision for three (3), one (1) year renewal options upon mutual assent of the Parties or until cancelled in accordance with Article 12 of this Agreement, whichever comes first. Renewals are not guaranteed and will be offered at the County’s sole discretion, subject to agency need, Contractor’s performance and available funding.

CONTRACTOR shall begin performance of services as provided herein upon notice to proceed and shall complete all Services identified in Exhibit A, Scope of Work in accordance with the Standard of Care as set forth in Article 5 herein no later than, unless this Agreement is terminated sooner in accordance with its terms.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor agrees to perform and complete all Services identified in Exhibit A Scope of Work under this Agreement, and any amendment thereto in accordance with the Standard of Care as set forth in Article 5 herein. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, information, specifications and other items and services furnished under this Agreement and any amendments hereto. County reserves the right to inspect, comment on, and request revision of, all Services identified in Exhibit A and any amendments thereto performed by Contractor prior to acceptance, and Contractor warrants that such Services shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement and any amendments hereto. Contractor must perform the Services in accordance with Exhibit E, Federal Contract Clauses.

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

ARTICLE 3 - COMPENSATION

3.1 Compensation for Services

For Services defined in Section 1 above, Contractor's compensation shall be determined on a time and material basis, in accordance with the Fee Schedule described in Exhibit A, which is attached hereto and incorporated by reference as part of the Agreement and shall not exceed the sums as follows:

- \$75,000.00 (SEVENTY-FIVE THOUSAND DOLLARS) for the period of June 16, 2025 through June 30, 2025;
- \$3,987,879 (THREE MILLION NINE HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED SEVENTY-NINE DOLLARS) for the period of July 1, 2025 through June 30, 2026; and
- \$4,127,455 (FOUR MILLION ONE HUNDRED TWENTY-SEVEN THOUSAND FOUR HUNDRED FIFTY-FIVE DOLLARS) for the period of July 1, 2026 through June 30, 2027.

Subsequent renewal periods, if contract extensions are implemented, shall be increased by 3.5% for inflation and COLA. Contractor shall satisfy its obligations hereunder without additional cost or expense to County during the term of this Agreement other than the heretofore stated compensation and the fee schedule described in Exhibit A. The actual costs charged for the work by Contractor in accordance with this provision shall be full compensation to Contractor for all Services and duties required by the Scope of Work, including, but not limited to: costs of supplies, facilities and equipment; costs of labor and services of employees, contractors and sub-contractors engaged by Contractor; travel expenses, telephone charges, typing, duplicating, costs of insurance, and all items of general overhead. Contractor shall submit billings on a monthly basis.

3.2 Compensation for Additional Services

If County requests Contractor to perform additional services, other than those required to be performed under Services identified in Exhibit A, Scope of Work, the cost of such additional services shall be determined prior to commencing additional work. All additional services and amount of payment must be authorized in writing by County prior to commencing any work for such services.

3.3 Methods and Times of Payment

Contractor shall submit to County monthly progress invoices indicating the number of hours each employee provided services and other allowed direct expenses. Payment to Contractor for work on the Project shall be made within thirty (30) days after receipt and approval of Contractor's invoice, said approval not to be unreasonably withheld. Payment by County of invoices or requests for payment shall not constitute acceptance by County of work performed on the Project by Contractor. No penalty shall be imposed upon the County for payment(s) received by Contractor after thirty days.

3.4 Dispute of Work

County shall notify Contractor in writing within thirty (30) days of receipt of the work, or portion of work, which is not approved. For work, or portions of the work, which are unapproved, the County and Contractor shall develop a mutually acceptable method to resolve the dispute within

thirty (30) days of receipt by the Contractor of notice from the County. If the County and Contractor cannot reasonably agree to remedy the dispute of unapproved work within the thirty-day period, the work shall be terminated or suspended per Article 12.

ARTICLE 4 - TIME SCHEDULE FOR COMPLETION

The Services identified in Exhibit A, Scope of Work on the Project shall be diligently performed and be completed no later than June 30, 2027, with the provision for three (3), one (1) year renewal options. Contractor shall be granted time extensions for items within the phases of the Project in writing by County if the time schedules cannot be met because of delays beyond Contractor's reasonable control, including, but not limited to, County's failure to furnish information, or to approve or disapprove Contractor's work promptly. Contractor will provide to County a monthly report including a schedule identifying progress or work completed, problems or difficulties being encountered, work to be initiated during the following month and other useful information. This report will be submitted on the first day of each month and will be in a format suitable for submittal to other interested agencies. Contractor's failure to submit promptly the monthly progress report may cause delay in payment from the County.

ARTICLE 5 – FORCE MAJEURE

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

ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

Since Contractor has no control over the cost of labor, materials, equipment or services furnished by others, including over any other contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, Contractor's cost estimates shall be made on the basis of qualification and experience.

Since Contractor has no control over the resources provided by others to meet contract schedules, Contractor's forecast schedules for completion of Services shall be established based on generally acceptable schedules for and performance standards of similarly situated professionals qualified and experienced to perform the Services. Contractor cannot and does not guarantee that proposals, bids or actual project costs will not vary from its cost estimates or that actual schedules will not vary from its forecast schedules.

ARTICLE 7 - INDEPENDENT CONTRACTOR

Contractor is performing the services and duties required under this Agreement as an independent Contractor and not as an employee, agent, or partner of the County.

1. Contractor undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

2. Contractor may retain employees or other personnel to perform the services required by this Agreement. Such employees or other personnel will be the obligation of the Contractor. Contractor's employees or other personnel are not County employees.

3. Unless otherwise provided in Exhibit A, Contractor is responsible for all expenses without reimbursement.

4. Neither Contractor nor any personnel are employees of County and waive any and all claims to benefits otherwise provided to employees of the County, including, but not limited to, health insurance, Nevada Public Employees Retirement System (PERS) or other retirement benefits, unemployment benefits, and liability and worker's compensation insurance.

5. Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Agreement, is a current employee of the County or was employed by the County within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform.

6. County and Contractor agree that this Agreement does not constitute an exclusive relationship. Nothing in this Agreement shall be construed as a limitation upon the right of the Contractor to engage in any other consulting agreement, service contract, business venture or other activity.

ARTICLE 8 - PERMITS AND LICENSES

Contractor shall maintain active and in good standing all necessary permits, certificates, and licenses necessary to allow Contractor to perform the Services. Contractor shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Contractor in Exhibit A, Scope of Work.

ARTICLE 9 - COUNTY'S RESPONSIBILITY

County shall provide any information authorized by law in its possession that is requested by Contractor and is necessary to complete the Project. County shall assist Contractor in obtaining access to public and private lands so Contractor can perform the Services. County shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by Contractor and shall render decisions pertaining thereto within a reasonable time so as not to delay the work of Contractor.

ARTICLE 10 – PUBLIC RECORDS

Public Records. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County has a legal obligation to disclose such information unless a particular record is made confidential by law. Contractor may label specific parts of an individual document as “trade secret” or “confidential” in accordance with NRS, provided that Contractor thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of records.

ARTICLE 11 – INSPECTION AND AUDIT

11.1 Books and Records.

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

11.2 Inspection and Audit.

Contractor agrees that the relevant books, records, including, without limitation, relevant accounting procedures and practices of contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of contractor for such records may be found with or without notice by the County or its representatives. With regard to any federal funding, any relevant federal agency or any of their authorized representatives may inspect or audit as set forth in this Agreement. All subcontracts shall reflect requirements of this section.

11.3 Period of Retention.

All books, records, reports, and statements relevant to this Agreement must be retained a minimum of five (5) years. The retention period runs from the date of payment for the relevant goods or services by the County, or from the date of termination of this Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

ARTICLE 12 - TERMINATION OR EXTENSION OF CONTRACT

12.1 Termination Without Cause. This Agreement may be terminated for any reason by either party by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 15 calendar days from the date of service of the notice. Only services satisfactorily performed up to the date of receipt of notice shall be compensated by County and such compensation shall be pursuant to the terms of this Agreement. If this agreement is unilaterally terminated by the County, Contractor shall use its best efforts to minimize the cost to the County and Contractor will not be paid for any cost that Contractor could have avoided.

12.2 Termination by Non-appropriation. The County may terminate its participation in this Agreement effective immediately by providing written notice if for any reason the County's funding source is not appropriated or is withdrawn, limited, or impaired. The County will make reasonable efforts to ensure payment for services rendered by the Contractor. The Contractor shall agree to hold the County free from any charges or penalties except for those already incurred through the date of notice of cancellation.

12.3 Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and terminations shall specify the date of termination of the Agreement, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under the Agreement. This Agreement may be terminated by either party upon written notice of breach to the other party on the following grounds:

a. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

b. If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

c. If Contractor becomes insolvent, subject to receivership, or becomes in voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or

d. If the County materially breaches any material duty under this Agreement and any such breach impairs the Contractor's ability to perform; or

e. It is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Agreement; or

f. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Agreement.

12.4 Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in the notice section of this Agreement, and the subsequent failure of the breaching party within 15 calendar days of service of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach shall run concurrently, unless the notice expressly states otherwise.

12.5 Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this section survive termination:

a. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

b. Contractor shall satisfactorily complete work in progress at the agreed rate, or a pro rata basis if necessary, if so requested by County;

c. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by the County;

d. Contractor shall preserve, protect and promptly deliver into County possession all proprietary information

e. Notwithstanding the above, Contractor shall not be relieved of any liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Contractor, and the County may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor may be determined.

ARTICLE 13 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Contractor shall consider all information provided by County to be proprietary unless such information is available from public sources, was known to Contractor prior to the execution of this Agreement, was received by Contractor from a third-party source not under any obligation of confidentiality to the County or is required by law or ordered to be disclosed in a regulatory or judicial proceeding. Contractor shall not publish or disclose proprietary information for any purpose other than

the performance of the Services without the prior written authorization of County or in response to legal process or as required by the regulations of public entities.

ARTICLE 14 - NOTICE

Notices and other communications in connection with this Agreement shall be in writing and directed to the parties at the addresses stated in this Agreement. Email or facsimile shall be used to provide notice and shall be considered given on the date the notice is sent to the recipient's address as stated in this Agreement.

To County:

Dana Searcy, Division Director
Washoe County Housing and Homeless
Services, Washoe County Human Services
Agency
350 S. Center Street
Reno, NV 89501
DSearcy@washoecounty.gov
Copy: hsa-contracts@washoecounty.gov

To Contractor:

Travis Sandefur, Regional VP of Northern
Nevada, Chief Strategy & Innovation Officer
Volunteers of America, Northern California and
Northern Nevada
1095 East Taylor Street
Reno, NV 89502
tsandefur@voa-ncnn.org

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

ARTICLE 15 - UNCONTROLLABLE FORCES

Neither County nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either County or Contractor under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. Contractor shall be paid for services performed prior to the delay plus related costs incurred attributable to the delay.

Neither Party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable nor which the non-performing Party could have, with reasonable dispatch removed or remedied. The provisions of this Article shall not be interpreted or construed to require Contractor or County to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing Party shall upon being prevented or delayed from performance by an uncontrollable force, immediately give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 16 - GOVERNING LAW-VENUE

Nevada law governs this Agreement and all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to

be Performed by Contractor. Venue for all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Contractor shall be in state district court in Washoe County, Nevada.

Both Parties agree to participate, collaborate and cooperate in any investigative process that may be required, should the need arise; and further agree to mandate all respective staff to participate, collaborate and cooperate in any investigative process that may be required.

ARTICLE 17 - MISCELLANEOUS

17.1 Nonwaiver

A waiver by either County or Contractor of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

17.2 Severability

If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable or disregarding it. If an unenforceable provision is modified or disregarded in accordance with this Article 17, the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

17.3 Attorney Fees

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

ARTICLE 18 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the Parties. Unless otherwise specified in writing, if there is any inconsistency between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall control.

In the event of any conflict between the documents that make up this Agreement, the documents will prevail in the following order: the Agreement for Professional Consulting Services Agreement, Insurance Exhibit C and then any other agreement / exhibits.

ARTICLE 19 - SUCCESSORS AND ASSIGNS

County and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

ARTICLE 20 - ASSIGNMENT

Neither County nor Contractor shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this

limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent contractors, associates, and subcontractors, as he may deem appropriate to assist him in the performance of the Services hereunder.

ARTICLE 21 - OWNERSHIP OF DOCUMENTS AND PRODUCTS

Unless otherwise specified in Exhibit A, Contractor assigns to County all rights to all products, reports, documents, photographs, videos, data, and drawings produced by Contractor as a result of its services to County during the term of this Agreement. All such materials shall be delivered into County possession by Contractor upon completion, termination, or cancellation of this Agreement.

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 – INDEMNIFICATION AND INSURANCE

Washoe County has established specific indemnification and insurance requirements for agreements/contracts with contractors, engineers, and architects to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that contractors accept and are able to pay for the loss or liability related to their activities. Exhibit C, Insurance Specifications is included by reference. All conditions and requirements identified in this exhibit shall be completed prior to the commencement of any work under this Agreement.

ARTICLE 24 – LIMITED LIABILITY

County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the County's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

ARTICLE 25 – LOBBYING

Contractor agrees, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Agreement will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influencing for any purpose the following:

23.1 Any federal, state, county or local agency, legislature, commission, counsel or board:

23.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.3 Any officer or employee of any federal, state, county or local agency, legislature, commission, counsel or board.

Contractor agrees to conform to the regarding influence lobbying requirements as set forth in the Byrd Anti-lobbying Amendment, 31 U.S.C. 1352.

ARTICLE 26 – USE AND MAINTENANCE OF COUNTY EQUIPMENT

County shall furnish the services of the County maintenance staff and/or other designated facilities, as required for the proper maintenance and repair of vehicles and equipment assigned to Contractor for use in the Project.

- a. County shall provide routine preventative maintenance for all delivery vehicles using a predetermined mileage interval.
- b. County shall notify Contractor of the need for routine preventative maintenance on vehicles. Repairs outside of normal wear and tear or due to failure to notify the County of obvious repair issues i.e., check engine light, will be Contractor's responsibility.
- c. Repairs, maintenance or replacement of equipment or vehicles shall be performed by or routed through the County's Equipment Services Division or their designated facility.
- d. Repairs to vehicles involved in an accident while operated by Contractor or their employees will be reported on the appropriate form and submitted to Washoe County Risk Management for handling.
- e. Contractor shall be responsible for repair costs to vehicles involved in an accident while operated by Contractor or their employees. Contractor shall also be responsible for all other damages while a vehicle is in its care, custody, or control. Contractor's insurance shall be primary for all claims and lawsuits arising from operating a County vehicle.
- f. Fuel for delivery vehicles shall be purchased through the County's Cardlock system utilizing designated fuel stations and fuel cards provided. Vehicles shall be used for the purposes of the Project only. Fuel charges for delivery vehicles will be reimbursed under the Agreement provided the fuel use was related to the Project. Fuel used for other purposes or purchased outside of the County's Cardlock system will generally be the responsibility of Contractor; however, an extenuating circumstance requiring fuel use or purchases outside the County's Cardlock system may be approved by the County on a case-by-case basis with proper documentation.
- g. Contractor shall insure its staff completes and remains current on all County driver requirements including the completion of Mandated Washoe County Defensive Driving Training prior to operating any County owned vehicles.
- h. Contractor and its staff must comply with County's Driver Manual and provide their driver information so MVR's may be obtained.
- i. Contractor shall maintain vehicle cleanliness in a standard that complies with Washoe County fleet standards.

ARTICLE 27 - ORGANIZATION'S CERTIFICATION

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- b. Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (ii) above;

d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and

e. Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHOE COUNTY:

CONTRACTOR:

Dated this ____ day of _____, 2025

Dated this ____ day of _____, 2025

By _____
Mark Stewart
Purchasing & Contracts Manager

By _____
Christie Holderegger
President & CEO

Exhibit A

SCOPE OF WORK

Program Overview and Background

Our Place is an Emergency Shelter campus for women and families experiencing homelessness. The campus is a housing focused shelter designed to create a safe and stable environment where women and families who are experiencing homelessness can be connected with services and placed in permanent housing. The 20-acre campus includes a welcome intake center, the JOY (Just Older Youth) senior women's shelter, four family shelters, a small women's shelter (Hope Home) and a large women's shelter. Our Place is managed by the Washoe County Housing and Homeless Services Division (WCHHS) within the Washoe County Human Services Agency (WCHSA). Contractor will partner with WCHHS staff to achieve the goals and complete the services outlined in this agreement. Our Place purpose:

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

Target Population and Admission Criteria

Our Place clients must meet the definition of homeless, defined below.

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); nor
- Payment or ability to pay

Definitions

Adult is anyone over the age of 18 seeking services.

Basic Needs are physiological needs such as hunger, thirst, bodily comforts, etc. associated with the lowest level of human need on Maslow's Hierarchy of Needs.

Case Management is provided by County and 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.

Coordinated Entry System (as defined by HUD) means a centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.

Chronically Homeless Individual is defined by current federal policy as a homeless individual with a disability who lives either in a place not meant for human habitation, a safe haven, or in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90 days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility. In order to meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four (4) separate occasions in the last three (3) years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least seven (7) nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.

Clarity Human Services is a software application that is developed for human services client management. It is a web-based program that allows provider agencies to manage and secure client information. This software is used for the Homeless Management Information System (HMIS) for all homeless service providers in Nevada.

Client is anyone who has completed the intake process and has been approved to receive shelter 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, as outlined in the WCHHS Critical Incident Report procedure.

Data Quality Standard is the number (or %) of client records created in HMIS that are complete and accurate. The Data Quality Standard is set at 90% accuracy or better. All HUD-supported projects and all projects receiving grant funds are expected to correctly and completely input data on at least 90% of its client records. This means that no more than 10% of the client files created by an agency in the HMIS system can have inadequate, inaccurate, or incomplete data entered for the client. To achieve a higher data quality rating, agencies must complete all data fields on all clients entered into the HMIS system. All data fields for each data record must be accurate and complete, which is tested each month by Clarity Human Services. Providers may be asked to change data collection platforms or methods to remain in compliance with HUD or regional data collection standards within a period of 6 months.

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.

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

Overflow: Mats, beds, or spaces that are temporarily made available in an existing program.

Off-Site Lodging: hotel or motel arrangements (apartment if used in place of a motel or hotel).
Shelter: structure that contains units or beds to meet needs of emergency shelter.

Seasonal: structure that only open during high demand periods.

Low Barrier: shelters (usually short-term Emergency Shelter) that have few, if any, behavior or conduct requirements. These shelters focus on providing a safe, secure, violence-free place for homeless individuals to escape the outdoor elements and the uncertainties of life on the streets or in the desert encampments.

Family is a group of persons and may include one or more adults and one or more minor children.

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

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

Homeless Management Information System (HMIS) is a computerized data collection application designed to capture client-level information over time on the characteristics and service needs of men, women, and children experiencing homelessness, while also protecting client confidentiality. It is designed to aggregate client-level data to generate an unduplicated count of clients served within a community's system of homeless services.

Household consists of one (or more) people who live in the same dwelling and share meals.

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

Housing Focused Case Management are services that assist persons with obtaining housing. Services may include: development of housing plans, recruitment of housing units for homeless clients, 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 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 clients, and that creates opportunities for clients to rebuild a sense of control and empowerment.

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

Provision of Emergency Shelter:

- Secure location
- Limited storage for personal belongings
- Serve women and families
- Pets allowed
- Food services
- Restroom, shower, and laundry facilities

Connection to service providers and housing programs:

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

Scope of Work

Contractor is charged with the responsibilities of Our Place operations to ensure:

- The facility is safe and secure in coordination with Washoe County's contracted security staff
- People staying at Our Place are treated with respect, dignity, and compassion
- All intakes are conducted prior to assigning a bed, including completion of all required paperwork
- Client information is entered into the Homeless Management Information System (HMIS)
- Animal companions are welcomed
- Any safety or cleanliness concerns are responded to appropriately
- Conflicts are de-escalated in a respectful and compassionate fashion
- Any critical incidents that occur are resolved and reported to the appropriate party

County is committed to maintaining a safe and secure environment, and Contractor is expected to also maintain this commitment. The safety of clients, staff and volunteers is of utmost importance. Firearms, explosives, weapons, or any item that may be construed as such, are prohibited from being onsite at the Our Place campus. Carrying of a firearm, or a dangerous weapon, by anyone on the property other than law enforcement or County's contracted security staff, is strictly prohibited. Security staff will be provided 24 hours per day, seven days per week, by a County contracted security provider.

The goal of Our Place is to "meet people where they are at". While drugs and alcohol are not allowed at the Our Place campus, Contractor will provide services to people who actively use these substances. Contractor staff will not deny services to anyone who uses alcohol or drugs; however, no alcohol or drugs (including synthetic "legal drugs" and medications for which individuals do not have a prescription) are allowed at the Our Place campus.

The work outlined in this Scope of Work may not be subcontracted.

Contractor Responsibilities

Contractor will be required to manage Our Place, which includes the following:

1. Maintain an open facility 24 hours per day, seven (7) days per week, 365 days per year. It must be low barrier, meaning there will be no requirements regarding drug testing or sobriety, employment, mandatory savings accounts or attendance of religious services.
2. In partnership with County's contracted security staff, monitor flow in and out of the Our Place campus to ensure that only Our Place clients, staff and authorized service providers or volunteers can enter the Our Place campus.
3. Ensure the safety and wellbeing of Our Place clients and staff. Report any safety and security concerns to County or County's contracted security staff as necessary.
4. Maintain all facilities in a clean and safe manner.
5. Facilitate access to meals provided by County's contracted meal vendor for clients in the women's shelter. Facilitate meal preparation in the family shelter and Hope Home, and provide oversight for people to store food that was obtained off campus. Facilitate access to clean drinking water.

6. Ensure safe access to restrooms, wash basins, showers with hot and cold running water, personal hygiene products, and laundry machines. Contractor will partner with County and community partners to provide access to clean clothing as needed.
7. Ensure each client is provided the appropriate amount of clean linens (towels, sheets, blankets, etc.).
8. Contractor will work with County on tracking linen inventory to prevent loss.
9. Beds and mattresses are provided by County; however, Contractor will assist in ensuring they remain in good working order.
10. The number of beds available may not be adjusted without written permission from County.
11. The number of unused beds must be reported by Contractor each morning using the reporting method prescribed by County.
12. Contractor will coordinate with Washoe County Regional Animal Services and County to ensure pets can safely access and stay with their owner at the Our Place campus.

Staffing

Contractor must follow the staffing plan included in this Agreement as Exhibit B. Changes to this staffing plan that do not have a fiscal impact may be made in writing, via email, and must be approved by County prior to implementation. Changes to this staffing plan that have a fiscal impact require an Amendment to this Agreement.

The staffing plan shall meet the following requirements:

1. The campus should be staffed at a 1:25 ratio in each shelter based upon the campus maximum occupancy.
2. The staffing plan must reflect the total number of staff needed to fill all shifts for 24 hours per day, seven days per week.
3. Contractor must employ management staff with technical knowledge, skill, and expertise necessary, as described in the additional staffing requirements below, to provide the prescribed services.
4. Management staff are responsible to ensure appropriate staffing ratios are maintained as follows:
 - a. At least one staff member must be at the front entrance of each family shelter, the women's shelters, the senior women's shelter, and the welcome center, 24 hours per day, seven days per week.
 - b. At least one staff member must be designated to answer the Our Place phone line, 24 hours per day, seven days per week.
 - c. At least one staff member must be available for intake and diversion, 24 hours per day, seven days per week.
 - d. A minimum of one supervisory or management staff must be available via phone for emergent needs, 24 hours per day, seven days per week. Supervisory and management staff must have staggered schedules to cover as many shifts per possible.
5. Any deviation from prescribed staffing plan must be approved in writing by County at least five (5) working days before the staffing change is implemented.

Additional staffing requirements are as follows:

1. Contractor must document that all employees working at Our Place have passed the appropriate background checks per state and federal requirements. Individuals with criminal histories including crimes against vulnerable populations or a senior or sex offenses are not able to work at the Our Place facilities. Contractor must maintain documentation showing all background checks have been completed and the proposed staff have passed the appropriate background checks prior to the employee working at the campus. Staff must be required to report any new criminal charges to Contractor within 48 hours of the incident occurring and Contractor should take appropriate action.
2. All supervisory and management staff must be approved by WCHHS at least five (5) working days before their proposed start date.
3. Proposed staffing schedules must be submitted and approved by County. Records of actual staff hours worked by position, and staffing ratios must be reported by the 15th of each month.
4. All program and site staff included in the staffing plan must be 100% allocated to Our Place. Contractor staff that are a direct program expense may not be allocated to other programs or services outside Our Place.
5. Contractor must provide clear and visible identifiers for on-duty staff.
6. Contractor must ensure all staff adhere to dress code standards and wear appropriate clothing, as outlined the WCHHS shelter dress code procedure.
7. Contractor staff shall conduct themselves in a professional and courteous manner at all times.
8. Contractor must ensure all staff are trained and proficient in the following:
 - a. CPR/First Aid
 - b. Conflict resolution
 - c. De-escalation
 - d. Harm reduction
 - e. Prevention and diversion
 - f. Trauma informed care
 - g. Motivational interviewing
 - h. Discrimination and harassment prevention
 - i. Safe Sleep
 - j. Shelter policies and procedures
 - k. Additional trainings as identified by Contractor or WCHHS, or as required by County
9. Contractor must certify training on all required subjects has been provided to staff within 30 days of hire date and certification of training is by an approved source and is approved by WCHHS. Documentation of training on all mandated subjects to all project operations staff, regardless of length of service, must be maintained by operator and submitted to WCHHS upon request.
10. Contractor must ensure all staff are trained in relevant best practices.
11. Staff must be skilled in crisis de-escalation techniques to resolve issues that arise before discharging clients.
12. Contractor must ensure staff are trained in and understand HMIS utilization expectations as defined within this Scope of Work. Contractor must work with WCHHS to identify staff who will have access to HMIS and submit a monthly report of staff utilizing HMIS.

Coordination with County Staff

Contractor must:

1. Maintain and implement an internal communications plan to ensure all appropriate Contractor and County staff are notified of critical program updates and emerging issues, as well as any changes to policies/procedures, staffing changes or shortages, supply/delivery information, etc. This plan must include the central point of contact for Contractor, which will be the main point of contact for County regarding all matters related to Our Place.
2. Participate in regularly scheduled case conferencing with County Case Managers, Coordinated Entry meetings, and operational meetings, as prescribed by WCHHS.

Intake Process and Program Management

Contractor must:

1. Ensure accurate and timely input of all client intake and exit information into the Homeless Management Information System (HMIS).
2. Conduct all client intakes and exits, including a program enrollment/exit in HMIS and all required paperwork. The intake process and forms provided by County must be utilized for each client intake. Intake by operator includes interviewing women and families, maintaining a wait list, intake and program enrollment with women and families, and arranging temporary hotel/motel stays for families.
3. Complete public records search for all incoming clients to ensure clients have no criminal history pursuant to the WCHHS Diversion and Intake procedure, to ensure safety and well-being of clients at Our Place.
4. Implement homeless diversion practices. Contractor will make every effort to assist clients who are currently homeless in obtaining housing rather than having them enter a community emergency shelter. Contractor staff will coordinate with County Case Managers for problem solving, negotiation with a client's landlord or family members, or mediation.
5. Record individual bed night stays in HMIS as a service within the emergency shelter program enrollment. Services accessed by clients must be recorded in HMIS.
6. Assist clients with storage of belongings, ensure all possessions are stored in appropriate areas such as assigned lockers, assign and maintain lockers, and ensure personal possessions are not stored around the assigned bed. Engage clients in a productive way to redirect behaviors that do not align with the behavioral expectations of the emergency shelter as defined in the WCHHS Emergency Shelter Policy.
7. Utilize a harm reduction model, which does not require sobriety and addresses heavy drinking and/or drug use and its consequences. Harm reduction models include the use of trauma-informed care, motivational interviewing, and de-escalation techniques when working with people. Contractor must serve the Our Place population in a welcoming and solutions-focused environment.
8. Direct staff to support and reinforce the housing goals of every client to the maximum extent practical as discussed in case conferencing and collaboration with County.
9. Collaborate with County, community partners and other homeless service providers to minimize duplication of service and maximize utilization of available resources.
10. Coordinate with County on hotel placements for families as appropriate as outlined in the WCHHS Diversion and Intake procedure.
11. Maintain and implement a plan to mitigate infectious disease. This plan must be approved by County in advance of implementation.

12. Coordinate with County to attend Emergency Plan trainings and communicate to County additional resources needed to respond to emergencies.

Administration/Record Keeping/Program Management

Contractor must:

1. Meet with County to develop a transition plan.
2. Establish and submit to County standard operating procedures for approval within sixty (60) days of execution of this contract, per the requirements of local, state and federal regulations.
3. Be available for consultation with County regarding the operation and progress of Our Place at reasonable times, with advance notice, and during emergent incidents.
4. Work in good faith to resolve any issues presented by County regarding staffing and collaboration, program 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.
5. Adhere to and enforce the Washoe County Emergency Shelter Policy and Procedures as periodically updated and amended. Policies and Procedures will be shared with Operator by County.
6. Comply with all applicable local, state, and federal laws of any kind, including but not limited to public health guidelines, Nevada Revised Statutes, and Nevada Administrative Code.
7. Maintain the confidentiality of all records pertaining to any individuals as required by local, state, and federal law.
8. Ensure incident management measures are in place to identify, analyze, and correct hazards to minimize adverse impact on operations, as outlined in the WCHHS Emergency Plan, WCHHS Critical Incident Reporting Procedure, and other applicable policies or procedures.
9. Participate with community stakeholders within the local Continuum of Care (CoC) in further development of improved provision of homeless case management and housing services. This includes collaboration with other homeless service providers to minimize duplication of services and maximize utilization of available resources.
10. Adhere to all CoC policies, performance standards, and requirements including recommendations from the CoC for creation and improvement of an effective homeless crisis response system.
11. Work closely with street outreach providers and community partners to provide emergency shelter services to those persons identified through the provision of outreach.
12. Support community efforts to rapidly return households to housing. Contractor will practice diversionary or rapid resolution problem-solving techniques and/or work closely to ensure clients exit shelter for permanent housing as quickly as possible.
- 13.** Comply with all monthly, annual, and regular program monitoring as administered by County to include contract compliance reviews, client records, HMIS quality control, and associated documentation, as outlined in this agreement.
14. Perform all eligibility determination and maintain appropriate documentation, as outlined in the WCHHS Intake and Diversion Procedure.
15. Record all client service transactions, notes and supporting documentation as applicable, as close to real-time as possible and in accordance with the data quality standards per Nevada HMIS Data Quality Plan.

16. Be responsible for the management of HMIS licenses dedicated to Contractor staff.
17. Enter data in a timely manner into HMIS in alignment with the Nevada HMIS Data Quality Plan. Contractor must also provide WCHHS access to all Our Place program data in HMIS.
18. Collaborate on reporting on data and outcomes as required by County.
19. Collaborate with County to implement a quality assurance plan component to facilitate client feedback on quality of services, which must include a client satisfaction survey and can also include regularly scheduled opportunities to meet with Contractor leadership to discuss the program. County must be provided access to all client feedback information collected.
20. Fully implement the plan to recruit volunteers as part of Contractor's proposal in response to source RFP 3265-24. A detailed report of volunteer recruitment and retainment efforts must be provided to County twice a year, along with a report of how volunteers were utilized to enhance operations of the emergency shelter. Report is to be submitted to County with the bi-annual fiscal report as detailed under the Fiscal Responsibilities section of this Scope of Work.

Fiscal Responsibilities & Fee Schedule

Contractor must submit to County a monthly invoice by the 15th calendar day of each month for the previous month's services, which includes documentation of staffing hours, benefits, administrative fees, hotel fees, services provided via housing census reports from HMIS, all outcome measures requested and outlined in Monthly Performance Measures section of this Scope of Work, and the total amount requested. Insurance fees may be submitted with any of the monthly fees.

For the period of **June 16, 2025 through June 30, 2025**, Contractor shall be reimbursed for incurred staffing costs, based on actual expenses, in an amount not to exceed **\$75,000.00**. Any portion of these funds unspent during this timeframe will be forfeited. Contractor will submit one invoice for reimbursement of expenses during this timeframe no later than July 10, 2025.

For the period of **July 1, 2025 through June 30, 2026**, Contractor will be reimbursed for actual expenses in an amount not to exceed **\$3,987,879**. Contractor shall be paid in thirteen (13) payments (every four weeks) not to exceed the running total for that billing period as detailed in the table below. Any billing that exceeds the billing period total must be preapproved in writing by the County prior to incurring the expense. Contractor shall submit a separate invoice for incurred Hotel/Motel fees, to be reimbursed based on actual costs, not to exceed \$80,000 annually. Contractor shall submit a separate invoice for incurred liability insurance fees, to be reimbursed based on actual costs, not to exceed \$25,000 annually. The total amount billed may not exceed \$3,987,879, as outlined below in the running total at the end of each billing cycle:

Billing Period		Billing Period Total (Exclusive of Hotel/ Motel and Insurance)	Overflow	Running Total	Hotel/Motel Reimbursement	Insurance
1 (7/1/2025 - 7/27/2025)		\$290,441.78		\$290,441.78	\$80,000.00	\$25,000.00
2 (7/28/2025 - 8/24/2025)		\$290,441.78		\$580,883.57		
3 (8/25/2025 - 9/21/2025)		\$290,441.78		\$871,325.35		
4 (9/21/2025 - 10/19/2025)		\$290,441.78		\$1,161,767.14		
5 (10/20/2025 - 11/16/2025)		\$290,441.78		\$1,452,208.92		
6 (11/17/2025 - 12/14/2025)		\$290,441.78	\$17,855.97	\$1,760,506.68		
7 (12/15/2025 - 1/11/2026)		\$290,441.78	\$17,855.97	\$2,068,804.43		
8 (1/12/2026 - 2/8/2026)		\$290,441.78	\$17,855.97	\$2,377,102.19		
9 (2/9/2026 - 3/8/2026)		\$290,441.78	\$17,855.97	\$2,685,399.94		
10 (3/9/2026 - 4/5/2026)		\$290,441.78	\$17,855.97	\$2,993,697.70		
11 (4/6/2026 - 5/3/2026)		\$290,441.78	\$17,855.97	\$3,301,995.45		
12 (5/4/2026 - 5/31/2026)		\$290,441.78		\$3,592,437.24		
13* (6/1/2026 - 6/30/2026)		\$290,441.76		\$3,882,879.00		
	* Billing Period 13 has two additional days					
Subtotal (Exclusive of Hotel/Motel and Insurance): July 1, 2025 -June 30, 2026			\$3,882,879.00			
Total (Inclusive of Hotel/Motel and Insurance): July 1, 2025 -June 30, 2026			\$3,987,879.00			

For the period of **July 1, 2026 through June 30, 2027**, Contractor will be reimbursed for actual expenses in an amount not to exceed **\$4,127,455**. Contractor shall be paid in thirteen (13) payments (every four weeks) not to exceed the running total for that billing period as detailed in the table below. Any billing that exceeds the billing period total must be preapproved in writing by the County prior to incurring the expense. Contractor shall submit a separate invoice for incurred Hotel/Motel fees, to be reimbursed based on actual costs, not to exceed \$82,800 annually. Contractor shall submit a separate invoice for incurred liability insurance fees, to be reimbursed based on actual costs, not to exceed \$25,875 annually. The total amount billed may not exceed \$4,127,455, as outlined below in the running total at the end of each billing cycle:

Billing Period	Billing Period Total (Exclusive of Hotel/Motel and Insurance)	Overflow	Running Total	Hotel/Motel Reimbursement	Insurance
1 (7/1/2025 - 7/27/2025)	\$300,607.25		\$300,607.25	\$82,800.00	\$25,875.00
2 (7/28/2025 - 8/24/2025)	\$300,607.25		\$601,214.49		
3 (8/25/2025 - 9/21/2025)	\$300,607.25		\$901,821.74		
4 (9/21/2025 - 10/19/2025)	\$300,607.25		\$1,202,428.99		
5 (10/20/2025 - 11/16/2025)	\$300,607.25		\$1,503,036.23		
6 (11/17/2025 - 12/14/2025)	\$300,607.25	\$18,480.93	\$1,822,124.41		
7 (12/15/2025 - 1/11/2026)	\$300,607.25	\$18,480.93	\$2,141,212.59		
8 (1/12/2026 - 2/8/2026)	\$300,607.25	\$18,480.93	\$2,460,300.76		
9 (2/9/2026 - 3/8/2026)	\$300,607.25	\$18,480.93	\$2,779,388.94		
10 (3/9/2026 - 4/5/2026)	\$300,607.25	\$18,480.93	\$3,098,477.12		
11 (4/6/2026 - 5/3/2026)	\$300,607.25	\$18,480.93	\$3,417,565.29		
12 (5/4/2026 - 5/31/2026)	\$300,607.25		\$3,718,172.54		
13* (6/1/2026 - 6/30/2026)	\$300,607.29		\$4,018,779.83		
* Billing Period 13 has two additional day					
Subtotal (Exclusive of Hotel/Motel and Insurance): July 1, 2025 -June 30, 2026		\$4,018,779.83			
Total (Inclusive of Hotel/Motel and Insurance): July 1, 2025 -June 30, 2026		\$4,127,455.00			

Contractor will:

1. Fully implement the fundraising plan submitted as part of Contractor's proposal in response to source RFP 3265-24. A detailed accounting of the fundraising dollars must be provided to County, along with a report of how funds were utilized to supplement costs of operations of the emergency shelter.
2. Contractor must provide a twice per year fiscal report to include:
 - a. Status report of invoiced staffing, benefits, and insurance.
 - b. Status report of invoiced Administrative Fees.
 - c. Detailed accounting of fundraising dollars as described in #2 above.

County will evaluate Contractor's performance on a regular basis. Such evaluations shall include assessing Contractor's compliance with all contract terms and performance standards and may occur monthly, quarterly, semi-annually, and/or annually.

Monthly Performance Measures

Contractor must collect the following performance measures for Our Place clients. Contractor must utilize project reporting tools provided by or agreed upon with County to collect required information.

From HMIS:

- Number of diversions attempted
- Number of successful diversions
- Number of intakes and program enrollments completed (unduplicated/duplicated clients served)
- Number of bed night stays (duplicated)
- Number of exits (unduplicated/duplicated)
- Number of successful exits to a permanent housing destination (unduplicated/duplicated)
- Average length of stay for those who exited (families, JOY shelter, women's shelter, and Hope Home)
- Recidivism rates for six months and 12 months from exit for successful exits to a permanent housing destination
- Report of staff utilizing HMIS

From internal recordkeeping:

- Number of beds available throughout the month
- Bed utilization percentage
- Number of staff and hours employed at Our Place, including position type/name
- Number of critical incidents as recorded in the incident log
- Client feedback updates and any proposed programming changes to address client feedback

County Provided Resources

County will provide the following items in relation to the operation of the Our Place Campus. While Contractor is not responsible for providing these items, Contractor must support and facilitate access and maintenance to these items provided by County. For items asterisked below, Contractor is responsible for replacement of items lost, stolen or damaged outside of normal wear and tear.

- Beds, bunk beds, mattresses and linens
- Towels and personal cleaning products for clients' use in the showers
- Waste Management: including dumpster, regular dumpster pick-up, trash cans, trash bags, pet clean-up bags, cigarette butt can(s)
- Restroom and handwashing stations, including supplies and service
- Access to drinking water
- First-aid supplies
- Personal Protective Equipment (PPE)
- Cleaning and hygiene supplies
- Utilities (water, electricity, natural gas, internet)
- Permits/licensing
- Staff communication radios*

- Staff laptops, computers, tablets and printers*
- Staff phones*
- Televisions
- Client meals will be provided by a third-party contracted vendor for the women's shelter
- Food and snacks for family shelters and Hope Home to be purchased by or donated to families
- Kitchen appliances, storage and dishware/utensils

Inclusion of Proposal and RFP and Order of Precedence

This contract in response to source RFP 3265-24 Our Place Operator, contains certain specific terms and conditions. Furthermore, this contract includes, in their totality, the following documents:

- The proposal submitted by Contractor in response to the source RFP along with any and all clarifications, amendments, and addendums to said proposal.
- The original RFP bid documents along with all amendments and addendums to said documents.

In the case of conflicts or contradictions within the collection of documentation contained under this contract, the following order of precedence shall govern: (1) the final, executed Contract or the most recent Amendment; (2) the source RFP bid documents (if Amendments and Addendums to the source RFP exist, the order of precedence shall be determined by the latest date being given the highest precedence and following in reverse order by date); (3) modifications or clarifications to the Contractor's Proposal (where existent, later dates shall provide order of precedence with later additions having higher precedence than earlier); and (4) the Contractor's original Proposal. Specific exceptions to this rule may be noted in the final executed Contract and any such specific exceptions shall be final arbiter in order of precedence inasmuch as they do not outright invalidate any material issues within the included documents.

Exhibit B STAFFING PLAN

The following tables are the anticipated staffing plan for Years One and Two of this Agreement.

Year 1 (July 1, 2025 through June 30, 2026):

Position	# of FTE	Total Hours Per Week	YEAR 1 RATE
Emergency Shelter Director	1	40	\$ 44.56
Women's Shelter & Home Manager	1	40	\$ 38.04
Women's Shelter & Home Assistant Manager	1	40	\$ 29.24
Family Home Manager	1	40	\$ 38.04
Family Home Assistant Manager	1	40	\$ 29.24
Intake & JOY Home Manager	1	40	\$ 38.04
Day Shelter Line Staff	18.2	728	\$ 18.47
Swing Shelter Line Staff	16.8	672	\$ 18.47
Graveyard Shift Line Staff	16.8	672	\$ 20.65
Day Intake & Diversion Staff	1.4	56	\$ 21.74
Swing Intake & Diversion Staff	1.4	56	\$ 21.74
Graveyard Intake & Diversion Staff	1.4	56	\$ 21.74
Day Winter Overflow Staff	1.4	56	\$ 18.47
Swing Winter Overflow Staff	1.4	56	\$ 18.47
Graveyard Winter Overflow Staff	1.4	56	\$ 20.65
Boutique Line Staff	1	40	\$ 18.47
Total # of FTE's & Hours	67.20	2,688	

Year 2 (July 1, 2026 through June 30, 2027):

Position	# of FTE	Total Hours Per Week	YEAR 2 RATE
Emergency Shelter Director	1	40	\$ 46.12
Women's Shelter & Home Manager	1	40	\$ 39.37
Women's Shelter & Home Assistant Manager	1	40	\$ 30.26
Family Home Manager	1	40	\$ 39.37
Family Home Assistant Manager	1	40	\$ 30.26
Intake & JOY Home Manager	1	40	\$ 39.37
Day Shelter Line Staff	18.2	728	\$ 19.12
Swing Shelter Line Staff	16.8	672	\$ 19.12
Graveyard Shift Line Staff	16.8	672	\$ 21.37
Day Intake & Diversion Staff	1.4	56	\$ 22.50
Swing Intake & Diversion Staff	1.4	56	\$ 22.50
Graveyard Intake & Diversion Staff	1.4	56	\$ 22.50
Day Winter Overflow Staff	1.4	56	\$ 19.12
Swing Winter Overflow Staff	1.4	56	\$ 19.12
Graveyard Winter Overflow Staff	1.4	56	\$ 21.37
Boutique Line Staff	1	40	\$ 19.12
Total # of FTE's & Hours	67.20	2,688	

Exhibit C
INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR
FACILITY OPERATOR – OUR PLACE WOMEN AND FAMILY SHELTER

INTRODUCTION

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

INDEMNIFICATION AGREEMENT

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

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

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 selfinsurance programs afforded to COUNTY or any other Indemnites under this Agreement. Any insurance or self-insurance maintained by COUNTY, its officers, agents,

employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.

Waiver of Subrogation: CONTRACTOR waives all rights against COUNTY, its agents, officers, directors and employees and any other 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 One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. Such insurance shall cover liability arising out of any auto, including owned, non-owned and hired vehicles. Business auto coverage shall be written on any of the unmodified ISO forms (CA 00 01, CA 00 05, CA 00 12, CA 00 25), or a substitute form providing coverage at least as broad. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

If CONTRACTOR does not have any owned or leased automobiles, COUNTY may agree to accept Hired & Non-Owned Auto Liability Coverage included under the CONTRACTOR's Commercial General Liability.

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

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

PROFESSIONAL LIABILITY/ERRORS & OMISSIONS LIABILITY INSURANCE

CONTRACTOR shall maintain professional liability insurance applying to liability for a professional, error, act, or omission arising out of the scope of the CONTRACTOR services provided under this Agreement. Limits shall be not less than Two Million Dollars \$2,000,000 each claim and annual aggregate.

Medical Professional Liability: CONTRACTOR shall maintain medical professional liability insurance applying to liability for a professional error, act or omission arising out of the scope of any medical professional services provided under this Agreement. Limits shall be not less than Two Million Dollars \$2,000,000 each claim and annual aggregate.

CONTRACTOR shall maintain professional liability insurance during the term of this Agreement and, if coverage is provided on a “claims made” or “claims made and reported” basis, shall maintain coverage or purchase an extended reporting period for a period of at least three (3) years following the termination of this Agreement. If coverage is written on a “claims made” or “claims made and reported” basis, any applicable retroactive or pending and prior litigation exclusion dates must precede the effective date of this Agreement.

NETWORK SECURITY AND PRIVACY LIABILITY

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

CONTRACTOR shall maintain such insurance during the term of this Agreement and, if coverage is provided on a “claims made” or “claims made and reported” basis, shall maintain coverage or purchase an extended reporting period for a period of at least three (3) years following the termination of this Agreement. If coverage is written on a “claims made” or “claims made and reported” basis, any applicable retroactive or pending and prior litigation exclusion dates must precede the effective date of this Agreement.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying Agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

POLICY CANCELLATION OR NON-RENEWAL

CONTRACTOR or its insurers shall provide at least thirty (30) days' prior written notice to COUNTY prior to the cancellation or non-renewal of any insurance required under this Agreement. An exception may be included to provide at least ten (10) days' written notice if cancellation is due to non-payment of premium. CONTRACTOR shall be responsible to provide prior written notice to COUNTY as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officials, officers, agents, employees or volunteers.

2. CONTRACTOR'S liability insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ACCEPTABILITY OF INSURERS

Each insurance policy shall be (i) issued by licensed and admitted insurance companies authorized to do business in the State of Nevada or that meet any applicable state and federal laws and regulations for nonadmitted 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 D
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
BUSINESS ASSOCIATE AGREEMENT

BETWEEN

Volunteers of America, Northern California and Northern Nevada, Inc.
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).

Exhibit E
**ADDITIONAL TERMS AND CONDITIONS RELATED TO COMPLIANCE WITH
FEDERAL AND STATE FUNDING REQUIREMENTS**

This project is expected to be supported with Federal funds. The Contractor is responsible for understanding and complying with all applicable requirements and provisions.

From 2 CFR 200 - Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

- (A) Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and terminations shall specify the date of termination of the Agreement, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under the Agreement. This Agreement may be terminated by either party upon written notice of breach to the other party on the following grounds:
- i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
 - 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 Agreement 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 in voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - iv. If the County materially breaches any material duty under this Agreement and any such breach impairs the Contractor's ability to perform; or
 - v. It is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Agreement; or
 - vi. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Agreement.
- (B) Termination Without Cause. This Agreement may be terminated for any reason by either party by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 15 calendar days from the date of service of the notice. Only services satisfactorily performed up to the date of receipt of notice shall be compensated by County and such compensation shall be pursuant to the terms of this Agreement. If this agreement is unilaterally terminated by the County, Contractor shall use its best efforts to minimize the cost to the County and Contractor will not be paid for any cost that Contractor could have avoided.
- (C) Equal Opportunity Employment. During the performance of this contract, the contractor agrees that they will not discriminate against any employee or applicant for employment because of race, color,

religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. This includes provisions for compliance with **the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3)**, in which the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement

Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) Vietnam Veterans. The Contractor agrees to comply with Section 402-Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.
- (K) Americans with Disabilities Act. The Contractor agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended
- (L) Procurement of recovered materials § 200.323. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (M) Domestic Preferences for Procurements § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: “produced in United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and “Manufactured Products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass; including optical fiber; and lumber.
- (N) Access and Retention of Records
 - i. The Contractor agrees to provide the COUNTY, relevant federal agency or any of their authorized representatives, Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and

records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide relevant federal agency or any of their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(O) Compliance with Federal Law, Regulations, and Executive Orders. Contractor acknowledges that is Federal financial assistance will be used to fund all or a portion of the contract, the contractor will comply with all applicable Federal law, regulations, executive orders.

(P) Prohibition on certain telecommunications and video surveillance services or equipment § 200.216. Prohibited from obligating or expending funds to enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)

(Q) Domestic preferences for procurements § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(R) Hatch Act. Neither CONTRACTOR program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

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

- i. 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;
- ii. 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;
- iii. 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 (i);
- iv. Notifying the employee in the statement required by paragraph (i) 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;
- v. Notifying the agency within ten days after receiving notice under subparagraph (iv) (b) from an employee or otherwise receiving actual notice of such convictions;
- vi. Taking one of the following actions, within 30 days of receiving notice under subparagraph (iv) (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;
- vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v) and (vi).

(T) Fraud and False or Fraudulent Statements Or Related Acts 31 U.S.C. Chap. 38. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

(U) Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders.

(V) Solicitations to Women and Minority Owned Businesses. The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If subcontracts are to be let, these steps include:

- i. Placing qualified small and minority owned businesses and women's business enterprises on solicitation lists;
- ii. Assuring that, in the instance that solicitation lists are maintained, qualified small and minority businesses, and women's business enterprises are placed on the list;
- iii. The Nevada Department of Transportation provides a listserv of Women and Minority owned business and can be utilized at ndot@dbesystem.com;
- iv. When economically feasible, divide total requirements into smaller tasks or quantities to maximize small and minority businesses, and women's business enterprises participation;
- v. Where the requirement permits, when establishing delivery schedules, encourage participation by small and minority businesses, and women's business enterprises;
- vi. Where available, use services and assistance of organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(W) Build America, Buy America Act. The contractor and its sub-contractors shall comply with the Build America, Buy America provisions set forth in Pub. L. No. 117-58, §§7091-52 for infrastructure projects requiring the use of steel, iron, and manufactured goods produced in the United States, in accordance with the conditions set forth therein. the Contractor self-certifies and acknowledges that iron, steel, and other manufactured products for construction must be made in America and sourcing documentation must be maintained for audit purposes.

(X) Contract Changes or Modifications. Must be agreed upon in writing and signed by both parties.

(Y) No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION

The Contractors shall complete the following statement by checking the appropriate boxes.

1. The Bidder (Contractor) has participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246. ____ Yes ____ No
2. The Bidder (Contractor) submitted all compliance reports in connection with any such contract due under the applicable filing requirements, and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts. ____ Yes ____ No

If the Contractor has participated in a previous contract subject to the equal opportunity clauses and has not submitted compliance reports due under applicable filing requirements, the Contractor shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

LOBBYING ASSURANCES

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

DEBARMENT, SUSPENSION, INELIGIBILITY, or VOLUNTARY EXCLUSION

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

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency or program.
2. Where either the contractor or subcontractor is unable to certify to any of the above statements, the contractor or subcontractor shall attach an explanation as to why they are unable to submit certification.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

All contractors with awards of \$50,000 or more will be required to be registered with SAM.gov prior to execution of the agreement.

BUILD AMERICA, BUY AMERICA (BABA) ACT

The contractor and its sub-contractors shall comply with the Build America, Buy America provisions set forth in Pub. L. No. 117-58, §§7091-52 for infrastructure projects requiring the use of steel, iron, and manufactured goods produced in the United States, in accordance with the conditions set forth therein.

Absent a federal waiver, all iron, steel, manufactured products, and construction materials permanently incorporated in this infrastructure project must comply with BABA requirements. BABA requirements do not apply to tools, equipment, and supplies brought to a construction site and removed at or before the completion of the project or to equipment and furnishings (such as chairs) used at or within the finished infrastructure project, but which are not an integral part of the structure or otherwise affixed to the project.

Federal agencies are working with the Made In America Office and the Office of Management and Budget for implementation information, as a result, supplemental guidance may be forthcoming.

Requirements:

- Contractor is prepared to certify compliance with required provisions and will coordinate to provide all relevant information;
- Contractors and Subcontractors must maintain, and make available upon request, documentation that links the product used to the project, and that products delivered and used on site are accompanied by proper documentation to demonstrate compliance with BABA Act;
- When submitting for payment the Contractor certifies they have reviewed and documented all products and materials submitted for payment, and certifies documentation is sufficient to demonstrate compliance with BABA requirements.
- In the instance that material is unable to be sourced consistent with the BABA Act, contract managers must coordinate with program administrator to advise, and determine next steps (e.g., contact with federal agency, waiver requests etc.).

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official