

FIFTH AMENDMENT TO AGREEMENT FOR SERVICES BETWEEN WELLCARE SERVICES RENO, LLC, THE CITY RENO, THE CITY OF SPARKS, WASHOE COUNTY, and WASHOE COUNTY HEALTH DISTRICT

WHEREAS the Parties to this Amendment are Parties to an Agreement for Services dated on or around March 30, 2020 ("Agreement"), which was extended in writing in May 2020 to June 27, 2020, in June 2020 to October 30, 2020, on October 23, 2020 to December 30, 2020, and amended again in November 2020 to alter the number of beds to be provided by WellCare until December 30, 2020 and other amendments described therein; and

WHEREAS the Parties seek to again amend the Agreement pursuant to Section 6.15, which allows amendments in writing executed by all Parties with the same formalities by which the Agreement was executed, to amend the term of the Agreement from December 31, 2020, through April 30, 2021 (121 DAYS) and to reduce the number of beds to a total of 22 beds at a cost of \$100.00 per day per bed regardless of use, and to make other changes as described herein;

NOW, THEREFORE, in consideration of the foregoing premises and the following covenants, terms and conditions, the Parties do hereby agree as follows:

1. The Parties hereby amend the Agreement as follows:

A. The term of the original Agreement shall be extended to April 30, 2021. Additional extensions may be granted in a writing signed and executed by all Parties with the same formalities by which the Agreement and this Amendment and Extension were executed.

B. Effective December 31, 2020, and concluding on April 30, 2021, WELLCARE SERVICES shall be required to provide a total of 22 beds at a cost of \$100.00 per day, per bed, regardless of the number of beds actually used by the AGENCIES. WELLCARE SERVICES shall also provide additional "overflow" beds to the AGENCIES on an as-needed basis at a cost of \$100.00 per day, per bed, which is actually used by the AGENCIES.

C. The AGENCIES agree to pay a one-time \$240.00 cleaning fee for any of the "overflow" beds that are actually used.


D. The maximum aggregate amount for the 22 beds agreed to in this Amendment incurred by the AGENCIES for the period from December 31, 2020 to April 30, 2021, shall not exceed \$266,200. No expenditures beyond the \$266,200 are authorized or will be made unless AGENCIES first approve any such additional expenditures by approval of the appropriate AGENCIES' representatives.

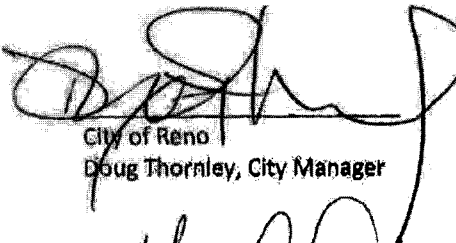
E. The Agreement at Section 6.4 and at Attachment B at the second bullet of the second unnumbered section under "PAYMENT" shall each be amended to reflect that Dave Solaro has replaced Aaron Kenneston as the Incident Commander and is the person to whom notices should be sent for the Incident Management Team. Mr. Solaro's email address is DSolaro@washoecounty.us.


F. Section 1.5 of the original Agreement shall be modified to as follows:


WELLCARE SERVICES intends to provide these services at one or more of the existing Well Care locations; the Incident Management Team has identified the use of Well Care's facilities for surge capacity as an emergency protection measure.

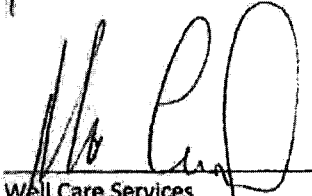
2. There are no other amendments not described in this Fifth Amendment. To the extent any terms or conditions in this Fifth Amendment conflict with any terms of the Agreement or a previous Amendment, the terms of this Fifth Amendment shall supersede, replace, and prevail over those terms.

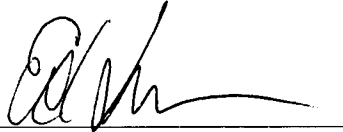

Washoe County
Eric Brown, County Manager


City of Reno
Doug Thornley, City Manager


City of Sparks
Neil Krutz, City Manager

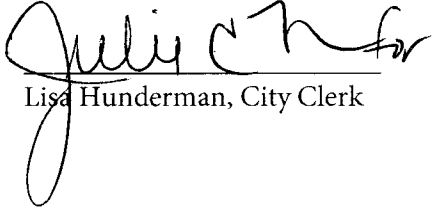

Washoe County Health District
Kevin Dick, Health Officer


Well Care Services
Max Casal, Managing Director



Ed Lawson, Mayor

Attest:



Lisa Hunderman, City Clerk

Approved as to form:



Chet Adams, City Attorney

AGREEMENT FOR SERVICES

Between:

WELL CARE SERVICES RENO,
A Limited Liability Company
850 Mill Street, Suite 101
Reno, NV 89502
(Hereinafter referred to as
“CONTRACTOR” or “WELL CARE SERVICES”)

And

WASHOE COUNTY, a political subdivision of the State of Nevada,
On behalf of the Washoe County Human Services Agency (“WCSHA”), The City of Reno, The
City of Sparks, and the Washoe County Health District
(Hereinafter referred to collectively as the “AGENCIES”)

1. RECITALS:

- 1.1. WELL CARE SERVICES is a private entity offering Housing, Primary Care, Psychiatric Medication Management, Women’s Health, Mental Health, Case Management, Transportation, and Pharmacy services in Reno, Nevada. WELL CARE SERVICES incorporates the social, emotional and behavioral aspects of an individual’s life and expands its services from treatment to health promotion and early intervention. This integration promotes optimal social and emotional development, and WELL CARE SERVICES’ Licensed Providers assume greater responsibilities for the coordination of care for individuals and play a critical role in the screening and ongoing management of individuals’ emotional, behavioral, and clinical challenges.
- 1.2. AGENCIES are political subdivisions of the State of Nevada. The Washoe County Human Services Agency (WCHSA) and Washoe County Health District are Washoe County department/governmental agencies located in Reno, Nevada.
- 1.3. The United States of America, the State of Nevada, and Washoe County have each declared and are each currently under a state of emergency concerning the outbreak and spread of COVID-19. This agreement is entered into in order to assist in responding to the emergency.
- 1.4. WELL CARE SERVICES intends to provide short term housing services, as outlined in Attachment A, to individuals residing in Washoe County who are suspected of having or who have tested positive for the COVID-19 virus and need isolation or quarantine and are deemed eligible for services under this Agreement by the AGENCIES. Eligibility for services under this Agreement also requires a medical determination by WELL CARE SERVICES or a certified medical provider that the individual is medically appropriate to reside at WELL CARE

SERVICES facilities. Individuals requiring 24-hour medical care are not medically appropriate to reside at WELL CARE SERVICES facilities.

- 1.5. WELL CARE SERVICES intends to provide these services at its Arlington House, located at 562 LaRue Avenue, Reno, NV 89509; and its Coronado House, located at 3220 Coronado Way, Reno, NV 89503. The Incident Management Team has identified these locations for surge capacity as an emergency protection measure.
- 1.6. In consideration of the services provided, COUNTY on behalf of AGENCIES will reimburse WELL CARE SERVICES according to the schedule set forth in Attachment B hereto, to a maximum aggregate amount hereunder not to exceed \$387,000.00. No expenditures beyond \$387,000.00 will be made unless AGENCIES first approve any such additional expenditures by approval of the appropriate AGENCIES representatives pursuant to any declaration of emergency concerning COVID-19 in effect at the time of any such approval.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, THE PARTIES AGREE AS FOLLOWS:

2. DEFINITIONS

- 2.1. "Agreement" means this document entitled "Agreement for Services" and all incorporated documents.
- 2.2. "Incident Management Team" means the group of officers, employees, and agents of AGENCIES designated to lead a coordinated response to the COVID-19 emergency within Washoe County.
- 2.3. "Incorporated Documents" means the following:
 - Attachment A: Scope of Work
 - Attachment B: Payment and Reporting Requirements
 - Attachment C: Insurance, Indemnification and Hold Harmless Requirements for Service Providers
 - Attachment D: Additional Requirements
- 2.4 "Individual" means any natural person who accepts services from WELL CARE SERVICES under this Agreement.
- 2.5 "PARTIES" or "Parties" shall mean WELL CARE SERVICES, Washoe County, the City of Reno, the City of Sparks, and the Washoe County Health District.
- 2.6 "Program" means all services provided by WELL CARE SERVICES pursuant to this Agreement.

3. GENERAL PROVISIONS

- 3.1. WELL CARE SERVICES will provide AGENCIES with its professional expertise in the management, coordination, and implementation of the services described in the Scope of Work, attached hereto and incorporated herein as Attachment A. In consideration of the services to be performed by WELL CARE SERVICES, the AGENCIES agree to pay WELL CARE SERVICES as set forth in the Payment and Reporting Requirements, attached hereto and incorporated herein as Attachment B. Cost sharing among the AGENCIES will be handled in accordance with the regional Incident Management Team and the cost sharing provisions the AGENCIES set forth in their interlocal agreement establishing the Incident Management Team and the appointment of the Incident Commander. WELL CARE SERVICES agrees to provide required insurance in accordance with Attachment C, which is attached hereto and incorporated herein. During the Program Term, the Parties will share in good faith all relevant information about Individuals' performance, measurements and outcomes generated in the course of the Program subject to all local, state and federal regulatory or legal requirements about disclosure of patient health care information. Such requirements include, but are not limited to, those requirements and/or limitations set forth under the Health Insurance Portability and Accountability Act ("HIPAA") and Nevada Revised Statutes (NRS) Chapter 441A.
- 3.2. Except as provided under any applicable law concerning such information, each Party separately agrees and covenants with the other that they will keep confidential all Protected Health Information (PHI) and not disclose such information.

4. WELL CARE SERVICES' OBLIGATIONS UNDER THE AGREEMENT

- 4.1. WELL CARE SERVICES will provide, to all eligible residents of Washoe County, including the Cities of Reno and Sparks, the services and activities listed on the Scope of Work, Attachment A.
- 4.2. WELL CARE SERVICES will be responsible for communicating with Individuals concerning all information relevant to the outcome of any assessment(s) of their social and clinical needs.
- 4.3. WELL CARE SERVICES will link Individuals with the appropriate Provider(s) according to Individuals' specific needs.
- 4.4. WELL CARE SERVICES will verify insurance eligibility and communicate such information to the Individual and WCHSA, as appropriate.
- 4.5. If an individual opts to use Pharmacy Services, WELL CARE SERVICES' pharmacy team will arrange for the transfer of the prescriptions and arrange delivery of medications based on mutually agreed upon schedules and times.

5. WCHSA OBLIGATIONS UNDER THE AGREEMENT

- 5.1 WCHSA will assist in connecting potentially eligible residents via telephone or in-person referrals to WELL CARE SERVICES' Program and assist in educating potentially eligible residents about the scope of services that may be available to them from WELL CARE SERVICES.

WCHSA will communicate any issues or concerns regarding this Program to WELL CARE SERVICES to cure and remedy issues, as reasonable, in a timely manner.

- 5.2 AGENCIES will provide payment to WELL CARE SERVICES as provided herein and according to Attachment B.

6. STANDARD PROVISIONS

- 6.1 Term. The parties agree that the term of this Agreement shall be for a minimum of 60 days ("Program Term") and commences on the Effective Date, which is the date the Agreement is fully executed and approved by all required signatories. The Program Term may be extended for an additional 30 days if the Parties agree to such extension in writing. No Party shall have any further obligation to the other(s) under this Agreement. Termination of this Agreement shall not affect any rights, remedies, or obligations of the Parties that have accrued or become due prior to termination.
- 6.2 Termination. AGENCIES, or any of them individually, may terminate this Agreement at any time for any reason by providing at least fifteen (15) days written notice to WELL CARE SERVICES. The notice must specify the date upon which termination will be effective. AGENCIES, or any of them individually, may terminate this Agreement at any time and immediately for cause. For purposes of this subsection, cause means any material breach by WELL CARE SERVICES that goes uncured within 10 days of written notice of termination.
- 6.3 Funding Out Clause. AGENCIES or any of them individually may terminate this Agreement, effective immediately, by providing written notice to WELL CARE SERVICES if AGENCIES' funding source is not appropriated or is withdrawn, limited or impaired by any of their respective governing bodies.
- 6.4 Notice. Notices and other communications in connection with this Agreement shall be in writing and directed to the Parties at the addresses stated below. Email or facsimile shall be used to provide notice, and notice shall be considered effective on the date the notice is sent to the recipient's address stated in this Agreement.

CONTRACTOR: WELL CARE SERVICES
850 Mill Street, First Floor
Reno, NV 89502
Contact: Max Casal, Managing Director
max@thewellcaregroup.com

ON BEHALF OF THE AGENCIES:
Amber Howell
ahowell@washoecounty.us

INCIDENT MANAGEMENT TEAM:
Sam Hicks
shicks@tmfpd.us

- 6.5 Survival. Section 3.2 shall survive termination of this Agreement and continue in full force and effect.
- 6.6 Certifications Relating to Certain Boycotts of Israel. Pursuant to NRS 332.065, WELL CARE SERVICES certifies that it is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Israel which includes refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with, or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.
- 6.7 Compliance with Laws. WELL CARE SERVICES represents and warrants that it is a limited liability company validly existing under the law of its jurisdiction of organization with the power to own all of its properties and assets and to carry on its business as it currently is being conducted and as is proposed under this Agreement. WELL CARE SERVICES further represents that it has the authority and expertise to undertake any and all actions contemplated hereunder, including but not limited to the possession of current and valid licenses and business permits required for the services being rendered. AGENCIES, on relation of the WCHSA, represent and warrant that they are political subdivisions of the State of Nevada or governmental agencies or entities, as the case may be, authorized to enter into this agreement under applicable law including but not limited to NRS Chapters 244, 268, and 414, and the provisions of any applicable federal, state, and local declaration of emergency concerning COVID-19 including ATTACHMENT D, ADDITIONAL REQUIREMENTS.
- 6.8 For purposes of Section 6.8 and any other section of this Agreement, WELL CARE SERVICES may be referred to as “Contractor.” Contractor is an independent contractor, not an employee of any of the AGENCIES. Contractor’s employees or contract personnel are not AGENCIES’ employees. Except as otherwise specifically provided herein, Contractor and the AGENCIES agree to the following rights consistent with an independent contractor relationship:

- A. Contractor has the sole right to control and direct the details and methods by which the services required by this Agreement are to be performed, including the hours of work.
- B. Neither Contractor nor Contractor's staff shall receive any training from the AGENCIES in the skills necessary to perform the services required by this Agreement.
- C. Contractor has the right to perform services for others during the term of this Agreement. AGENCIES shall not require Contractor to devote Contractor's full time to performing the services required by this Agreement.
- D. Contractor will furnish all equipment and materials used to provide the services required by this Agreement. Unless otherwise provided in Attachment B, Contractor is responsible for all expenses without reimbursement.
- E. Contractor shall not be assigned a work location on AGENCIES' premises, and Contractor has the right to perform the services required by this Agreement at any place, location or time.
- F. Contractor is not an employee of the AGENCIES and waives any and all claims to benefits otherwise provided to employees of the AGENCIES, including, but not limited to, medical, dental, or other personal insurance, Nevada Public Employees Retirement System ("PERS") or other retirement benefits, unemployment benefits, and liability and worker's compensation insurance.
- G. Contractor is licensed by the State and/or other political subdivision(s) to provide similar services for other clients or customers. Contractor must provide Federal Tax Number on required Form W-9.
- H. Contractor is solely responsible for federal taxes and social security payments applicable to money received for services provided. Contractor understands that an IRS Form 1099 will be filed by AGENCIES for all payments made.
- I. Contractor agrees to provide AGENCIES via Washoe County's listed contact with certificates of insurance as listed in the Indemnification and Insurance provisions of Attachment C.
- J. Contractor understands and agrees that PERS, NRS Chapter 286, and PERS Official Policies limit or prohibit PERS retirees' ability to receive compensation for work performed for PERS entities such as the AGENCIES. If Contractor or any of its staff is a PERS retiree, Contractor certifies that Contractor has sought out and received independent advice and guidance from PERS, has been provided the opportunity to seek out independent legal advice and guidance regarding PERS limitations, and agrees that the AGENCIES shall not be responsible to Contractor for PERS benefits of any kind that are or may be lost or forfeited as a result of

work performed by Contractor pursuant to this Agreement.

K. WELL CARE SERVICES and AGENCIES agree that this Agreement does not constitute an exclusive relationship. Nothing in this Agreement shall be construed as a limitation upon the right of WELL CARE SERVICES to engage in any other agreement, service contract, business venture, or other lawful activity.

- 6.9 No Third-Party Rights Created. This Agreement is for the benefit of the undersigned Parties and, as to the AGENCIES, is being entered into in the interests of the public as a whole. This Agreement shall not create any rights in or benefits to any specific persons or entities not parties to this Agreement, including but not limited to Individuals receiving services from WELL CARE SERVICES under this Agreement.
- 6.10 Authority. Each Party represents and warrants to the other that: (a) it has been duly authorized to enter into this Agreement, and (b) this Agreement constitutes a valid, legal, and binding agreement enforceable against it in accordance with its terms to the extent allowed by law.
- 6.11 Applicable Law and Venue. This Agreement and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the State of Nevada and the United States, without regard to choice of law principles. Venue for any legal action arising under or based upon this Agreement shall be in the Second Judicial District Court in and for the County of Washoe.
- 6.12 Entire Understanding. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement.
- 6.13 The Parties have had the opportunity to consult with legal counsel of their choosing regarding the terms of this Agreement, and all Parties have participated in drafting this Agreement. Therefore, this Agreement shall not be construed in favor of or against any Party as a drafting party.
- 6.14 The Parties acknowledge and agree that successful completion of the Agreement shall require the full and mutual good faith cooperation of all of the Parties.
- 6.15 Modifications. No amendment, change, waiver, or discharge of any provision(s) of this Agreement shall be valid unless in writing and executed by all Parties with the same formalities by which this Agreement was executed.
- 6.16 Counterparts. This Agreement may be executed in several counterparts, including by means of facsimile or e-mail signatures, all of which taken together shall constitute the entire agreement between the Parties hereto.

6.17 Immunities. AGENCIES do not waive and intend to assert any applicable immunities, including but not limited to NRS Chapter 41 and NRS Chapter 414 immunities.

ACCEPTED AND AGREED TO:

All signatories hereto acknowledge that they have read the foregoing Agreement and by their initials and signatures that they hold full and complete authority to execute the document for, and in the name of, the party for which they have given signatures.

WELL CARE SERVICES RENO, LLC



Max Casal
CEO

Date: 3/28/20

CITY OF RENO



Sabra Newby
Reno City Manager
Date: 3/30/20

WASHOE COUNTY



Eric Brown
Washoe County Manager

Date: 3/29/20

CITY OF SPARKS



Neil C. Krutz
Sparks City Manager

Date: 3/28/20

WASHOE COUNTY HEALTH DISTRICT



Kevin Dick
Health District Officer

Date: 3/28/20

ATTACHMENT A:**SCOPE OF WORK**

WELL CARE SERVICES shall provide the following services:

- A total of forty-three (43) Temporary Housing Observation Beds at the locations listed in section 1.5 for eligible Washoe County residents as approved by the AGENCIES per the eligibility criteria as determined by the Incident Management Team
- Access to beverages, tissues, plastic bags for proper disposal of used tissues, and other supplies necessary for Individuals
- Ensure bathrooms and other sinks are consistently stocked with soap and disposable drying materials for handwashing
- Follow the Interim Guidance for Environmental Cleaning and Disinfecting for U.S. Households with Suspected or Confirmed Coronavirus Disease 2019
- 24/7 On-Site Supervision of Individuals including, at a minimum, the following principal activities:
 - Ensuring a safe and manageable living environment for Individuals, including monitoring residential areas and continuously interacting with Individuals
 - Assisting Individuals in processing issues and problem-solving
 - Monitoring medication and consumption log in accordance with the Program's medication policy
 - Checking for contraband in facility through general observation, room searches, or package/purse searches in accordance with the Program's search, contraband, and weapons protocols
 - Supervising Program activities and other programming for Individuals
 - Following appropriate critical incident protocols and completing accompanying documentation
 - Maintaining a comprehensive and accurate written record of events that occur during shifts, as well as thorough incident reports
 - Enforcing periodic fire drills and performing other safety duties as directed to ensure safety of Individuals, including implementing emergency evacuation protocols
- 24/7 On-Site Security
- On-Call Nurse Practitioner under the supervision of a licensed physician
- Universal Precaution Supplies on Site
- Pharmacy Delivery Service
- Medication reminders
- Three (3) Meals per day and two (2) Snacks per day for each Individual
- On-site Recreational Activities
- On-site Shower and Bathroom Facilities

- Hygiene Products
- Washers & Dryers available on-site
- Training to all staff regarding infection prevention and industrial hygiene practices specific to the COVID-19 virus

ATTACHMENT B:**PAYMENT AND REPORTING REQUIREMENTS****PAYMENT:**

WELL CARE SERVICES shall provide a monthly invoice for services to the point of contact listed in this agreement under Section 6.4 Notices.

COUNTY on behalf of the AGENCIES shall make monthly payments to WELL CARE SERVICES for the above Scope of Work up to a total amount not to exceed \$387,000.00, which shall be payable at the following rate:

- \$100 per day/x 43 temporary housing beds regardless of occupancy. This \$4,300 per day cost figure is agreed upon in order for WELL CARE SERVICES to reserve the entirety of these locations for purposes of providing temporary housing needs under this Agreement, regardless of actual occupancy rates, which may fluctuate.
- AGENCIES shall cost-share the payments made by COUNTY hereunder in accordance with this Agreement and the Parties' interlocal agreement establishing the Incident Management Team and appointing the Incident Commander (Sam Hicks) for purposes of responding to the COVID-19 emergency.

Contractor Pays Expenses. WELL CARE SERVICES shall be responsible for all expenses incurred while performing services under this Agreement. This includes, but is not limited to, license fees, memberships and dues, automobile and other travel expenses, meals and entertainment, insurance premiums, and all salary, expenses and other compensation paid to personnel WELL CARE SERVICES hires to complete the work under this Agreement. Any expenses to be paid by AGENCIES are listed above in the Payment section.

Contractor Pays Taxes. WELL CARE SERVICES is solely responsible for the payment of all taxes applicable to money received for the services provided.

Inspection and Audit. WELL CARE SERVICES agrees that its relevant books and records, including, without limitation, relevant accounting procedures and practices of WELL CARE SERVICES or its subcontractors, financial statements and supporting documentation, and documentation related to the work product and services provided under this Agreement shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying by AGENCIES at any office or location of WELL CARE SERVICES where such records may be found with or without notice by AGENCIES 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 entered into by WELL CARE SERVICES in carrying out the terms of this Agreement shall include the requirements of this section.

Period of Retention. Unless a longer period is required by law, all books, records, reports, and

statements relevant to this Agreement must be retained a minimum of 3 years, and for 5 years if any federal funds are used pursuant to or in carrying out this Agreement. The retention period runs from the date of payment for the relevant goods or services by AGENCIES, 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.

ATTACHMENT C:**INSURANCE, INDEMNIFICATION AND HOLD HARMLESS REQUIREMENTS
FOR SERVICE PROVIDERS****INTRODUCTION**

Washoe County has established specific insurance and indemnification requirements for service providers contracting with the County. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a service provider accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT PROVIDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY RISK MANAGER DIRECTLY AT (775) 328-2552.

INDEMNIFICATION AGREEMENT

WELL CARE SERVICES (“PROVIDER”) 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 PROVIDER’S property, caused by the omission, failure to act, or negligence on the part of PROVIDER, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by PROVIDER, or by others under the direction or supervision of PROVIDER.

In the event of a lawsuit against the COUNTY arising out of the activities of PROVIDER, should PROVIDER be unable to defend COUNTY due to the nature of the allegations involved, PROVIDER 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 PROVIDER.

GENERAL REQUIREMENTS

PROVIDER shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by PROVIDER. PROVIDER may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

INDUSTRIAL INSURANCE (Workers’ Compensation)

It is understood and agreed that there shall be no Industrial Insurance coverage provided for PROVIDER or any Sub-consultant by COUNTY. PROVIDER 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 with a certificate of an insurer showing coverage pursuant to NRS 617.210 for PROVIDER and any sub-consultants used pursuant to this Agreement.

Should PROVIDER be self-funded for Industrial Insurance, PROVIDER shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and PROVIDER that PROVIDER shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at PROVIDER'S sole cost and expense.

MINIMUM LIMITS OF INSURANCE

PROVIDER shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per claim for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: \$ ___-0-___ per occurrence and as an annual aggregate.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. 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.

OTHER INSURANCE PROVISIONS

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

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of PROVIDER, including COUNTY'S general supervision of PROVIDER; products and completed operations of PROVIDER; premises owned, occupied or used by PROVIDER; or automobiles owned, leased, hired, or borrowed by PROVIDER. The coverage shall contain no special

limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.

2. PROVIDER'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of PROVIDER'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. PROVIDER'S insurance shall apply separately to each insured against whom any claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning PROVIDER and insurance carrier. COUNTY reserves the right to require that PROVIDER'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

PROVIDER 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. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies at any time.

SUBCONTRACTORS

PROVIDER shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. PROVIDER shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by PROVIDER, any

Subcontractor, or anyone employed, directed or supervised by PROVIDER.

2. Nothing herein contained shall be construed as limiting in any way the extent to which the PROVIDER may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if PROVIDER 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 PROVIDER to stop work under this Agreement and/or withhold any payments which become due PROVIDER hereunder until PROVIDER demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.

ATTACHMENT D:**ADDITIONAL REQUIREMENTS**

1. Nondiscrimination Civil Rights Act of 1964. Contractor will comply with all federal regulations relative to nondiscrimination in federally assisted programs.

2. Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or

pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

3. Compliance with the Davis-Bacon Act. a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. 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.

c. Additionally, contractors are required to pay wages not less than once a week.

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

b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.³

c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

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

b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Debarment and Suspension. Contractor is subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 CFR Part 180 and the Department of Homeland Security's regulations at 2 CFR Part 3000 (Nonprocurement Debarment and Suspension).

This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C. This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available County as recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

7. Byrd Anti-Lobbying Amendment. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 CFR Part 200, Appendix II, ¶ J; 44 CFR Part 18; Chapter IV, 6.c; Appendix C, ¶ 4.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see Appendix A, 44 CFR Part 18). Each Contractor or subcontractor certifies 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.

8. Procurement of Recovered Materials. Contractors must comply with § 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 CFR Part 200, Appendix II, ¶ K; 2 CFR § 200.322; Chapter V, ¶ 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the 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 by 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.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired –

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

Access to Records. Contractor acknowledges and agrees to comply with applicable provisions governing County and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

The Contractor agrees to provide the Washoe County, the FEMA 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.

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.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to work sites pertaining to the work being completed under the contract.

10. DHS Seal, Logo, and Flags. Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

11. Compliance with Federal Law, Regulations, and Executive Orders. Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. 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.

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