

AGREEMENT AMONG (1) THE MEDTRANS CASAL (RENO) PLLC, dba WELL CARE MEDICAL AND BEHAVIORAL CLINIC AND (2) LOCAL GOVERNMENTS WITHIN WASHOE COUNTY RELATING TO THE PROVISION OF FUNDS FOR THE COMMUNITY TRIAGE CENTER

THIS AGREEMENT is entered into as of _____, 2021, by and among (1) MEDTRANS CASAL (RENO), PLLC, dba WELL CARE MEDICAL AND BEHAVIORAL CLINIC (“Well Care”), and (2) the following local governments: Washoe County, City of Sparks, and City of Reno (together referred to as the "Local Governments"), to provide funds for the Community Triage Center, operated by Well Care in Washoe County.

WITNESSETH

WHEREAS, the parties recognize that individuals struggling with substance use or in need of mental health services disproportionately access local hospital emergency rooms and the Washoe County Detention Facility (“WCDF”) straining the resources of those facilities; and

WHEREAS, the Legislature recommended that the community create a centrally located drop-off triage center for those in need of services who are not in need of emergency room care, which would be funded by state and local governments; and

WHEREAS, the parties to this Agreement each hereby agree that a centrally located drop-off triage center for those individuals in need of mental health and substance abuse services who are not in need of emergency room care would be a substantial benefit to the Northern Nevada region due to cost savings and decrease of unnecessary emergency room visits, and that the Community Triage Center (“CTC”) operated by Well Care is willing to provide such a service; and

WHEREAS, the CTC helps relieve the strain on local emergency rooms and detention centers by diverting people having substance abuse and mental health crises in appropriate circumstances to an alternative treatment setting, and

WHEREAS, the Local Governments in conjunction with the State of Nevada have committed to providing certain funds to the Community Triage Center according to the terms and conditions of this Agreement to help address these public health issues and alleviate some of the strain on the hospital emergency rooms and detention center; and

WHEREAS, in accordance with the terms and conditions set forth in this Agreement, the parties agree to contribute the amounts designated to be used and applied solely as their respective contributions toward the estimated operating budget costs for the CTC ("Well Care Budget"), for the period beginning July, 2021, and ending June, 2022, subject to earlier termination as provided herein ("Term").

NOW, THEREFORE, it is agreed by Well Care and the Local Governments as follows:

1. DEFINITIONS

The following definitions apply to this Agreement.

A. "Commencement Date" means _____, 2021, or the date thereafter that this Agreement becomes effective by execution by all the parties hereto.

B. "Agreement" means this Agreement, consisting of ____ pages, and all exhibits and/or attachments, hereto.

C. "Well Care" means Medtrans Casal (Reno), PLLC, dba Well Care Medical and Behavioral Clinic,

2. FUNDING OF THE COMMUNITY TRIAGE CENTER

A. Well Care has increased the services provided and covered under the budget for operations.

B. The total funds to be provided by the Local Governments under this Agreement for their yearly share toward the Well Care Budget shall be as follows:

Washoe County --	\$255,000
City Reno --	\$130,000
City of Sparks --	<u>\$115,000</u>
Total Cash --	\$500,000

The Local Governments will pay the above amounts in quarterly installments as provided herein.

C. For the Term of this Agreement, each of the parties agrees to pay its yearly cost as indicated in paragraph B of this Section 2. Each of the parties to this AGREEMENT agrees to pay its share of the quarterly costs simultaneously with the execution of this AGREEMENT in a lump sum in an amount equal to the total quarterly costs for each of the quarters occurring after June 30, [2021] and prior to the execution of this AGREEMENT; and for each of the quarters occurring on or after the execution of this AGREEMENT, each of the parties agrees to pay its share of the quarterly costs on or before the 10th day of each calendar quarter.

D. Each of the Local Governments shall make its quarterly payment directly to Well Care, who shall provide written receipt of such payments to the contributing party.

3. SCOPE OF SERVICES TO BE PROVIDED BY WELL CARE

A. Well Care will operate the CTC at a mutually agreed upon location in Washoe County, Nevada and provide inpatient mental health, substance abuse, and detoxification services to adults who are seeking substance abuse and mental health services and may be unsheltered, as well as such services as otherwise set forth in this AGREEMENT (the "Services").

B. In operating this facility, Well Care agrees that at all times during the Term it will:

1. Adhere to the scope of work as outlined in Attachment A.
2. Triage all patients to assess their needs through mental health and substance abuse assessments performed by licensed professionals.
3. Provide all Services in a residential/inpatient setting based on the needs of the patient.
4. Provide: (i) social model and medically supported detoxification services, (ii) adult psychiatric evaluations, as clinically necessary and administer psychotropic medications, and (iii) case management services to assist patients with follow-up, and (iv) long term medical, psychiatric and substance abuse treatment.
5. Employ management, staff and volunteers with sufficient technical knowledge, skill, and expertise necessary to provide the Services.
6. Operate a facility that provides services for those in need of detoxification and/or mental health stabilization services. The CTC has become a valuable resource to the continuum of care in that it provides a location for those unsheltered individuals who are under the influence and cannot gain access to other community provided shelters until they are no longer intoxicated. Intensive case management offers all individuals the opportunity to be connected to vital community resources and supports. Case managers meet with each client and assess their immediate needs. Efforts are directed towards identifying appropriate treatment, stable supportive living, and mainstream services to assist clients, reduce recidivism, and promote a healthy lifestyle.
7. Continue to pursue additional/alternative funding sources and service lines to ensure that the CTC can remain viable.
8. Submit monthly Executive Summaries to the parties of this AGREEMENT, which shall be due on the 25th of each month following the month for which the report is prepared, with the first report due August, 2021. These reports shall cover the activities of the CTC, including, but not limited to, (i) the number of persons being brought directly to CTC via Emergency Medical Services (EMS), (ii) the number of persons brought to CTC who were under the influence of drugs or alcohol in a public or private place, (iii) the number of persons who are referred to CTC from hospitals with separate totals for each hospital, (iv) the number of persons who are referred to CTC from detention centers and/or are police drop-offs, and (v) the

number of persons referred to CTC from locations other than hospitals, detention centers or are police drop-offs, and the source of those referrals. In addition, the report shall contain the total number of recipients of mental health and substance abuse seen at the CTC, including adults and the categories of treatment provided and number of medical clearances performed along with the discharge destination of those patients. In addition, a report shall be provided which contains the actual costs to Well Care of serving these patients on an itemized basis and a comparison of such costs to the CTC budget.

9. Maintain complete and accurate financial records pertaining to all matters relative to this AGREEMENT in accordance with generally accepted standard accounting principles and procedures, and retain all such records and supporting documentation applicable to this AGREEMENT for a period of five (5) years after termination of this AGREEMENT. Furthermore, all such records relating to any analysis or audit performed relative to this AGREEMENT or the Well Care budget shall be retained for five (5) years after such analysis or audit has been performed and any findings have been resolved. In the event that Well Care no longer operates in Nevada, it shall be required to deliver a copy of all of its records relating to this AGREEMENT to be retained by Washoe County for the required period of time. All parties to this AGREEMENT, at their own cost, shall be provided reasonable access to such records for purposes related to the AGREEMENT.
10. Maintain all federal, state, and local licenses and registrations applicable to Well Care for the services to be performed at the CTC and assure that all such services are performed in compliance with all applicable laws, rules and regulations.
11. INDEMNIFICATION/INSURANCE/ LIMITED LIABILITY
 - a. Local Governments have established specific indemnification and insurance requirements for contracts to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that consultants accept and are able to pay for the loss or liability related to their activities. Exhibit "D" 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.
 - b. Local Governments will not waive and intend 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.

4. TERM OF AGREEMENT

This AGREEMENT shall be retroactive to July, 2021 and shall be effective until June, 2022 ("Expiration Date"), unless sooner terminated as expressly provided in this AGREEMENT. The parties to this AGREEMENT may at their sole option renew this AGREEMENT for an additional 1-year period. Throughout the term of this AGREEMENT including any renewal elected by the parties, Well Care agrees to provide the services as required by this AGREEMENT.

5. RIGHT TO CONDUCT ANALYSIS AND INSPECT

Parties of this agreement shall each appoint a representative from their organization to serve on an oversight committee. The Committee shall provide oversight of Well Care in the operation of the CTC.

6. CANCELLATION

- A. This AGREEMENT may be cancelled as to any party to this Agreement with or without cause. Cancellation shall be made by a written Notice of Cancellation from the cancelling party and shall be effective thirty (30) days after the receipt of the Notice of Cancellation by the non-cancelling party. The notice shall be deemed received three days after mailing by regular mail. The Notice must be served by mailing at the following addresses:

Washoe County
1001 E. Ninth St., Bldg. A
Reno, NV 89512

City of Reno
1 East 1st Street
PO Box 1900
Reno, NV 89505

City of Sparks
City Planner
PO Box 857
Sparks, NV 89432

Medtrans Casal (Reno)
Well Care Medical and Behavioral Clinic
3312 W. Charleston Blvd
Las Vegas, NV 89102

This AGREEMENT shall not be terminated in its entirety for a default of one party except by mutual agreement of all remaining parties.

7. MODIFICATION /AMENDMENT

Except as otherwise provided in section 2, paragraph C, this AGREEMENT shall not be modified or amended except by the express written agreement of Well Care and the Local Governments, signed by a duly authorized representative of each party. Any other attempt to modify or amend this AGREEMENT shall be null and void and may not be relied upon by any party.

8. EACH PARTY TO BEAR RESPONSIBILITY FOR OWN ACTIONS

Each party to this AGREEMENT shall be responsible for the acts and omissions of that party, its officers, directors, employees, contractors, volunteers and agents.

9. OTHER PARTY INTEREST

This AGREEMENT is entered into for the exclusive benefits of the parties hereto and is not intended to benefit any individual or entity not expressly named a party herein. There are no intended third party beneficiaries.

10. INDEPENDENT ENTITIES

- (1) Well Care and the Local Governments are all independent entities and nothing contained in this AGREEMENT shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties among them, contracting with each other solely for the purpose of carrying out the provisions of this AGREEMENT on a several basis. Each of the Local Governments enter into this AGREEMENT severally only, and shall not be obligated under this AGREEMENT jointly, jointly and severally, or other than as separate and independent parties.
- (2) Furthermore, Well Care is an independent contractor, not an employee of any of the Local Governments. Well Care may be referred to as "Contractor" for purposes of this subparagraph. Contractor's employees or contract personnel are not employees of any of the Local Governments. Contractor and the Local Governments 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 performed, including the hours of work.
 - B. Neither Contractor nor Contractor's staff shall receive any training from the Local Governments 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. Local Governments shall not require Contractor to devote full time to performing the services required by this Agreement.
 - D. Contractor has the right to hire assistants and subcontractors to provide the services required by this Agreement. Local Governments shall not hire, supervise or pay any staff to assist Contractor.
 - E. Contractor will furnish all equipment and materials used to provide the services required by this Agreement. Contractor is responsible for all expenses without reimbursement.
 - F. Except to the extent required for the administration of services specified herein, Contractor shall not be assigned a work location on premises of any of the Local Governments, and Contractor has the right to perform the services required by this Agreement at any place, location or time as contemplated in the Agreement.

G. Contractor is not an employee of any of the Local Governments and waives any and all claims to benefits otherwise provided to employees of the Local Governments, 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.

H. Contractor is licensed by the State or other political subdivision(s) to provide similar services for other clients or customers. Contractor's business license number is _____ . Contractor must provide Federal Tax Number on required Form W-9.

I. 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 the Local Governments for all payments received.

J. Contractor agrees to provide the Local Governments with certificates of insurance as listed in the Indemnification and Insurance provisions attached as Exhibit “B” to this Agreement and incorporated by reference.

K. 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 County. If Contractor or any of its staff is a PERS retiree, Contractor additionally 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 as well, and agrees that the Local Governments shall not be responsible to Contractor for PERS benefits of any kind which are or may be lost or forfeited as a result of work performed by Contractor pursuant to this Agreement. ____ (initials here if PERS retiree).

11. ENTIRE AGREEMENT

This executed AGREEMENT contains the entire agreement among the parties hereto relating to rights granted and obligations assumed by the parties herein. Any prior agreement, contract, promises, negotiations, or representation, either oral or written, relating to the subject matter for this AGREEMENT not expressly set forth in this AGREEMENT is superseded by this AGREEMENT and of no further force or effect.

12. EXECUTION IN COUNTERPARTS

This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute an agreement. To facilitate the execution of this AGREEMENT, the parties may execute and exchange by facsimile, or other electronic communication such as email, counterparts of the signature pages.

13. JURISDICTION AND GOVERNING LAW

It is understood and agreed by and between the parties that this Agreement shall be deemed and construed to be entered into and to be performed in the County of Washoe, State of Nevada, and it is further understood and agreed by and between the parties hereto that the laws of the State of Nevada shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

14. FUNDING OUT CLAUSE

In the event the County fails to appropriate or budget funds for the purposes as specified in this Agreement, the Organization hereby agrees to terminate this Agreement. The County agrees to provide a thirty-day written notice to the Organization in the event this situation should occur.

15. IMMUNITIES

Local Governments to not waive and hereby give notice of their intent to assert any applicable government immunities, including NRS chapter 41 immunities, as applicable.

IN WITNESS WHEREOF, Well Care and the Local Governments hereto have caused this AGREEMENT to be executed by their duly authorized representatives.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2021.

MEDTRANS CASAL (RENO) PLLC, dba
WELL CARE MEDICAL AND BEHAVIORAL CLINIC

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
WASHOE COUNTY, NEVADA

BY: _____
BOB LUCEY, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2021.

CITY OF SPARKS

BY: _____
EDWARD LAWSON, MAYOR

ATTEST:

BY: _____
CITY CLERK

APPROVED AS TO FORM:

BY: _____
DEPUTY CITY ATTORNEY

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2019.

CITY OF RENO

BY: _____
HILLARY SCHIEVE, MAYOR

ATTEST:

BY: _____
CITY CLERK

APPROVED AS TO FORM:

BY: _____
DEPUTY CITY ATTORNEY

Exhibit A
**Additional Terms and Conditions Related to Compliance with Federal and
State Funding Requirements**

To the extent required by law:

1. Health Insurance Portability and Accountability Act (HIPAA). The Provider agrees to safeguard clients' protected health information in accordance with HIPAA and HITECH requirements. In the event that transmittal of protected health information is required for the administration of this Agreement, the parties agree to comply with all relevant terms mandated by 45 CFR §164.
2. Equal Employment Opportunity. The Provider will not discriminate against any employee or applicant for employment or individual receiving the benefit of Provider services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended). Provider will take action to ensure that all applicants are considered equally. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Such action shall include individuals benefiting from program services/activities.
3. Vietnam Veterans. The Provider agrees to comply with Section 402-Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.
4. Clean Air Act. The Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act 42 U.S.C. §§7401-7671q and the federal Water Pollution Control Act as amended 33 U.S.C. §§1251-1387.
5. Debarment, Suspension and Other Responsibility Matters. The Provider certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not, within a three year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 4) Notifying the employee in the statement required by paragraph (10.a) that, as a condition of employment under the grant, the employee will:
 - a) Abide by the terms of the statement; and
 - b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- 5) Notifying the granting agency within ten days after receiving the employee's notice as referenced under subparagraph (10.d.2.) from an employee or otherwise receiving actual notice of such convictions;
- 6) Taking one of the following actions, within 30 days of receiving notice under subparagraph (10.d.2.), with respect to any employee who is so convicted;
 - a) Taking appropriate personnel action against such employee, up to and including termination; or
 - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (10.a), (10.b), (10.c), (10.d), (10.e) and (10.e).

Exhibit B**INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR
COMMUNITY TRIAGE CENTER****INDEMNIFICATION****CONTRACTOR Liability**

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

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

General Liability

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

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

GENERAL REQUIREMENTS

LOCAL GOVERNMENTS 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 LOCAL GOVERNMENTS. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the LOCAL GOVERNMENTS to make any payment under this Agreement to provide LOCAL GOVERNMENTS 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 LOCAL GOVERNMENTS, 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 LOCAL GOVERNMENTS in writing prior to the signing of any Agreement. LOCAL GOVERNMENTS 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: LOCAL GOVERNMENTS, its officials, agents, officers, volunteers, employees and any other Indemnitees included under this Agreement shall be included as insureds under the CGL, using ISO additional insured endorsement CG 20 10 07/04 or CG 20 33 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. CONTRACTOR shall also include additional insured coverage for its products and completed operations exposures if applicable to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.

Primary Insurance: This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to LOCAL GOVERNMENTS or any other Indemnitees under this Agreement. Any insurance or self-insurance maintained by LOCAL GOVERNMENTS, 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 LOCAL GOVERNMENTS, its agents, officers, directors and employees and any other Indemnitees listed in this 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 LOCAL GOVERNMENTS 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, LOCAL GOVERNMENTS 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, LOCAL GOVERNMENTS may accept evidence of personal automobile liability with limits of insurance acceptable to LOCAL GOVERNMENTS.

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

PROFESSIONAL LIABILITY/ERRORS & OMISSIONS LIABILITY INSURANCE

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

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

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

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 LOCAL GOVERNMENTS Risk Management Division prior to the start of work under this Agreement. LOCAL GOVERNMENTS 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 LOCAL GOVERNMENTS 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 LOCAL GOVERNMENTS 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 LOCAL GOVERNMENTS 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 LOCAL GOVERNMENTS, its officials, officers, agents, employees or volunteers.
- 2) CONTRACTOR'S liability insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ACCEPTABILITY OF INSURERS

Each insurance policy shall be (i) issued by licensed and admitted insurance companies authorized to do business in the State of Nevada or that meet any applicable state and federal laws and regulations for non-admitted insurance placements and acceptable to LOCAL GOVERNMENTS. and (ii) currently rated by A.M. Best as "A, X" or better. LOCAL GOVERNMENTS 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 LOCAL GOVERNMENTS 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 LOCAL GOVERNMENTS. ***All certificates and endorsements are to be addressed to the specific LOCAL GOVERNMENTS contracting department and be received and approved by LOCAL GOVERNMENTS before work commences.*** LOCAL

GOVERNMENTS 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 LOCAL GOVERNMENTS as an additional insured under the applicable liability policies without requiring a written contract or Agreement between LOCAL GOVERNMENTS as the additional insured and Subcontractor. CONTRACTOR shall require its Subcontractors provide appropriate certificates and endorsements from their own insurance carriers naming CONTRACTOR and LOCAL GOVERNMENTS 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 LOCAL GOVERNMENTS, 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 LOCAL GOVERNMENTS may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, LOCAL GOVERNMENTS 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 LOCAL GOVERNMENTS. Failure of LOCAL GOVERNMENTS to demand such certificate or other evidence of full compliance with these insurance requirements or failure of LOCAL GOVERNMENTS 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.