



The agreement is made on April 1, 2026 between **Washoe County Human Services Agency (WCHSA)** and **Courage Worldwide, Inc.** (Contractor).

Whereas, HSA has a need to enter into this agreement specific and unique to this client and Contractor is qualified to provide these services; therefore:

Purpose: The purpose of this agreement is to establish a single case agreement between WCHSA and Courage Worldwide for the provision of Psychiatric Residential Treatment Facility (PRTF) services for **L.G., DOB 7/25/09, case number 1394381** (Client).

Scope: The Contractor agrees to provide the services for Client in accordance with the agreed upon terms of this agreement and the attached Exhibit A, Scope of Work.

Term: The duration of services will be up to 90 days, terminating on June 30, 2026. This agreement may be renewed if determined to be clinically necessary.

Schedule and Cost: The agreed upon schedule of support, and cost of services is:

- Compensation under this agreement shall not exceed the sum of \$47,520
- The rate of payment shall not exceed 60% of the Federally approved Medicaid state plan per diem rate for PRTF

Responsibilities of WCHSA: WCHSA will refer the Client to the Contractor for the identified services. WCHSA will provide the Contractor with relevant information regarding the Client's history, presenting problems and available treatment goals (HIPAA permitting).

Responsibilities of the Contractor: The Contractor agrees to provide the identified services to the Client in a professional and ethical manner. The Contractor will develop and implement a support plan that is consistent with the Client's needs. The Contractor will maintain appropriate documentation of the services provided and communicate with WCHSA of any concerns or need for additional support.

Liability: See Exhibit B

Confidentiality: The Contractor will maintain the confidentiality of all information relating to the Client, in accordance with applicable Nevada state laws and regulations.

Payment: WCHSA will pay the Contractor for the services provided to the Client in accordance with the terms and conditions of WCHSA's payment policy. Contractor will submit an invoice monthly (by no later than the 15th of the following month).

Duration: This agreement will remain in effect for the duration of the time the identified service is being provided to the Client, unless the service is terminated by either party, in writing. 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 14 calendar days from the date of service of the notice.



**HUMAN SERVICES
AGENCY**

Single Case Agreement

I am in agreement with this case-specific contract is necessary for the care and support of this client.

Stacey Lance, LMFT, LSW

Digitally signed by Stacey Lance, LMFT, LSW
Date: 2026.04.06 08:16:31 -07'00'

WCHSA Agency or Division Director

Date

By signing below, I am agreeing to these terms. The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

Washoe County Purchasing and Contracts Manager

4/8/2026

Date

Mallory R Marin

Mallory R Marin (Apr 8, 2026 09:37:44 PDT)

Contractor Representative

Apr 8, 2026

Date



Exhibit A SCOPE OF WORK

Psychiatric Residential Treatment Facility (PRTF) – Youth

I. Purpose and Regulatory Authority

This Scope of Work defines the required services, functions, and operational responsibilities of the Psychiatric Residential Treatment Facility (PRTF) in compliance with Nevada Revised Statutes (NRS), Nevada Administrative Code (NAC), and Medicaid requirements administered by the Nevada Department of Health Care Financing and Policy (DHCFP).

Courage Worldwide (the facility) is licensed pursuant to **NRS 449 and NAC 449** and provides psychiatric residential treatment services consistent with **NRS 449.1195 and NAC 449.411**. Services are delivered to children and adolescents in accordance with **NRS 433B** and, when applicable, **NRS 433A**.

All services shall meet **Medicaid medical necessity standards**, support **active psychiatric treatment**, and comply with applicable federal and state Medicaid requirements, including documentation, utilization management, and quality assurance expectations.

All services shall also meet all applicable Nevada laws and regulations governing PRTF operations.

II. Facility Description and Level of Care

Courage Worldwide is a licensed residential psychiatric treatment facility providing **24-hour structured, non-hospital psychiatric care** to children and adolescents under the age of 18 whose behavioral health needs require a **psychiatric residential level of care** and cannot be safely or effectively treated in a less restrictive setting.

The facility provides a **medically necessary, active treatment program** that includes psychiatric oversight, nursing services, and clinically intensive therapeutic interventions delivered within a structured therapeutic milieu.

The level of care provided is intended to stabilize psychiatric symptoms, reduce risk behaviors, improve functional abilities, and prepare youth for transition to a lower level of care.

III. Admission, Medical Necessity, and Legal Status

The facility shall admit only those youth who meet **medical necessity criteria for PRTF services** as defined by Medicaid policy and applicable clinical standards. Admission determinations are based on documented psychiatric diagnoses, functional impairments, risk factors, and prior treatment history.

All admissions shall include:

- Verification of legal authority for placement pursuant to **NRS 433B**



- Documentation of voluntary or involuntary status, custody, and consent for treatment
- Pre-admission screening demonstrating the need for psychiatric residential treatment

The facility shall not admit youth solely for custodial, social, or placement reasons absent medical necessity.

Discharge planning shall begin at admission and shall be medically driven, goal-oriented, and coordinated with families, guardians, and community providers to support continuity of care and prevent unnecessary continued stay.

IV. Comprehensive Assessment and Active Treatment Planning

Each youth shall receive a **timely, comprehensive assessment** upon admission, including psychiatric, medical, nursing, psychosocial, developmental, behavioral, and educational components, in accordance with **NRS 449.1195 and NAC 449.411**.

An **individualized, written treatment plan** shall be developed based on assessed needs and shall:

- Be physician-directed
- Include measurable, time-limited goals
- Identify specific therapeutic interventions
- Reflect active treatment requirements

Treatment plans shall be reviewed and updated at required intervals and whenever there is a significant change in the youth's condition. Continued stay shall be supported by documented progress or ongoing medical necessity.

V. Psychiatric, Clinical, and Therapeutic Services

The facility shall provide **psychiatric services under the direction of a psychiatrist or qualified physician**, including diagnostic evaluation, medication management, and ongoing clinical oversight.

Therapeutic services shall include:

- Individual therapy
- Group therapy
- Family therapy or caregiver engagement
- Skill-building and rehabilitative interventions

All services shall be **medically necessary, evidence-based when applicable, and directly tied to treatment plan goals**. Therapy frequency and intensity shall support active treatment and justify the residential level of care.

Crisis intervention services shall be available at all times.



VI. Medical and Nursing Services

The facility shall provide medical and nursing services sufficient to meet the physical and psychiatric health needs of residents in accordance with **NRS 449 and NAC 449**.

Nursing services shall include:

- Ongoing health monitoring
- Medication administration and monitoring
- Coordination of medical and psychiatric care

Medication management shall be fully documented, clinically justified, and monitored for effectiveness and adverse effects, supporting medical necessity and continued stay determinations.

VII. Staffing, Credentialing, and Clinical Oversight

The facility shall maintain adequate staffing levels and appropriate staff-to-youth ratios to ensure safe, effective delivery of services at all times.

All clinical and direct care staff shall:

- Meet licensure, credentialing, and background check requirements
- Receive training relevant to youth psychiatric care, trauma-informed practices, and crisis intervention

Clinical services shall be delivered under appropriate supervision, and the facility shall maintain documentation demonstrating staff qualifications, supervision, and competency.

VIII. Behavioral Management, Safety, and Crisis Intervention

The facility shall implement a behavioral management program focused on prevention, skill development, and therapeutic response. Behavioral interventions shall be individualized, documented in the treatment plan, and clinically justified.

The use of restraint or seclusion, if utilized, shall:

- Be used only as a last resort
- Be consistent with **NRS 433A, NRS 433B, and NAC 449**
- Be fully documented and reviewed

Incidents affecting health and safety shall be reported, reviewed, and addressed through quality improvement processes.

IX. Youth Rights, Family Engagement, and Due Process

The facility shall protect youth rights in accordance with **NRS 433B and NRS 449**, including the right to humane care, privacy, and freedom from abuse or neglect.



Families and legal guardians shall be informed of rights, involved in treatment planning when appropriate, and provided access to grievance procedures.

All grievances shall be documented, investigated, and resolved in a timely manner.

Any reports of abuse or neglect will be reported as required by law (**NRS 432B.220 and NAC 424.613**).

X. Education and Developmental Services

The facility shall ensure that educational needs are addressed during placement through coordination with school districts or approved educational providers.

Educational and developmental services shall be documented and integrated into the overall treatment approach to support functional improvement and successful reintegration.

XI. Utilization Management and Continued Stay

The facility shall implement utilization management practices to ensure:

- Admissions meet medical necessity criteria
- Continued stay is supported by documented clinical need
- Length of stay is appropriate and goal-driven

Clinical documentation shall support authorization, reauthorization, and audit review by DHCFP or its contractors.

XII. Quality Assurance and Performance Improvement

The facility shall maintain an active quality assurance and performance improvement (QAPI) program addressing:

- Clinical outcomes
- Safety and critical incidents
- Regulatory and Medicaid compliance

Findings shall be documented and used to implement corrective actions and improve service delivery.

XIII. Incident Notification and Reporting

The Contractor shall maintain written policies and procedures for the identification, response, documentation, and reporting of critical incidents involving children served. The Contractor shall ensure immediate action to protect health and safety, coordination with emergency responders when necessary, and timely notification to all required parties.

The Contractor shall report serious incidents without delay and within established timeframes. Reports shall include complete and accurate documentation and any supporting records required.



The Contractor shall conduct internal review of incidents and implement corrective actions as appropriate.

XIV. Behavioral Management and Discipline

The Contractor shall implement a behavior management program that is fair, reasonable, consistent, and appropriate to the child's age, developmental level, diagnosis, and treatment plan. Disciplinary practices shall be directly related to the behavior and administered in a manner that promotes safety, dignity, self-control, and accountability.

Punitive, humiliating, or clinically inappropriate disciplinary practices are prohibited. Behavioral expectations shall be clearly defined, documented, and communicated to children.

Physical interventions shall be used only when necessary to prevent imminent harm and shall be the least restrictive means available. Any physical intervention shall be documented and reported in accordance with incident reporting procedures.

XV. Training, Documentation and Oversight

The Contractor shall ensure staff receive initial and ongoing training in incident response, behavior management, and approved intervention techniques. The Contractor shall maintain required documentation and make records available for review upon request. The Contractor shall cooperate fully with monitoring, audits, and investigations related to services provided under this Agreement.

XVI. Documentation and Recordkeeping

The facility shall maintain complete, accurate, and timely clinical and administrative records sufficient to support:

- Medical necessity
- Active treatment
- Medicaid billing and audit requirements

Records shall be retained and disclosed in accordance with applicable law and Medicaid policy.

XVII. Coordination with External Systems

The facility shall coordinate with child welfare, juvenile justice, educational systems, medical providers, and Medicaid managed care organizations to support continuity of care and discharge planning.

XVIII. Scope Limitations

The facility shall not provide services beyond its licensed and certified scope. Youth requiring acute inpatient hospitalization or specialized medical services shall be transferred as clinically indicated.



XIX. Review and Revision

This Scope of Work shall be reviewed periodically and revised as necessary to maintain compliance with Medicaid, DHCFP, and licensing requirements.



Exhibit B

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR PSYCHIATRIC RESIDENTIAL TREATMENT FACILITY

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 One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence. and Two Million Dollars (\$2,000,000) 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 assault, battery, sexual, physical or emotional abuse or molestation by Contractors, including its staff, volunteers, subcontractors or other representatives.

Additional Insureds: COUNTY, its officials, agents, officers, volunteers, employees and any other Indemnites included under this Agreement shall be included as insureds under the CGL, using ISO additional insured endorsement CG 20 10 07/04 or CG 20 33 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. CONTRACTOR shall also include additional insured coverage for its products and completed operations exposures if applicable to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.



Primary Insurance: This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to COUNTY or any other Indemnitees under this Agreement. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be in 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 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.

LEGAL LIABILITY COVERAGE

ORGANIZATION shall purchase and maintain Legal Liability Coverage insuring damages that the ORGANIZATION may become legally obligated to pay resulting from damages to COUNTY property, including but not limited to buildings, kitchen equipment and other property used by or in the care, custody or control of the ORGANIZATION, with a limit of not less than \$1,000,000.

BUSINESS AUTOMOBILE LIABILITY INSURANCE – N/A

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 N/A 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

Professional Liability: CONTRACTOR shall maintain professional liability insurance applying to liability for a professional error, act or omission arising out of the scope of professional services provided under this Agreement. Limits shall be not less than One Million Dollars (\$1,000,000) each claim and Three Million Dollars (\$3,000,000) 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.

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 for providing prior written notice to COUNTY as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

OTHER INSURANCE PROVISIONS

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

- 1) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officials, officers, agents, employees or volunteers.
- 2) CONTRACTOR'S liability insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.



ACCEPTABILITY OF INSURERS

Each insurance policy shall be (i) issued by licensed and admitted insurance companies authorized to do business in the State of Nevada or that meet any applicable state and federal laws and regulations for non-admitted insurance placements and acceptable to COUNTY. and (ii) currently rated by A.M. Best as "A, X" or better. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower A.M. Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier.

VERIFICATION OF COVERAGE

Prior to the commencement of any work or services under this Agreement and thereafter upon renewal or replacement of each required coverage, CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by COUNTY. ***All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences.*** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUB-CONTRACTORS

CONTRACTOR shall include all Subcontractors under its coverage or shall contractually require all of its Subcontractors to procure, maintain and provide evidence of insurance with coverage and limits no less than those required herein. When Subcontractors provide separate coverage, they shall include COUNTY as an additional insured under the applicable liability policies without requiring a written contract or Agreement between COUNTY as the additional insured and Subcontractor. CONTRACTOR shall require its Subcontractors to 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 C

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:

- 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.

(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

- a. 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.
- b. 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.
- c. 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:

- a. Placing qualified small and minority owned businesses and women's business enterprises on solicitation lists;
- b. 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;
- c. The Nevada Department of Transportation provides a listserv of Women and Minority owned business and can be utilized at ndot@dbesystem.com;
- d. When economically feasible, divide total requirements into smaller tasks or quantities to maximize small and minority businesses, and women's business enterprises participation;
- e. Where the requirement permits, when establishing delivery schedules, encourage participation by small and minority businesses, and women's business enterprises;



- f. 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.

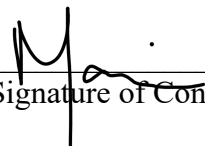


LOBBYING ASSURANCES

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

April 8, 2026

Date

Mallory Marin Operations and Finance Manager

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.

Mallory R Marin

Mallory R Marin (Apr 8, 2026 09:37:44 PDT)

Signature of Contractor's Authorized Official

Apr 8, 2026

Date

Mallory Marin Operations and Finance Manager

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.).

Mallory R Marin

Mallory R Marin (Apr 8, 2026 09:37:44 PDT)

Signature of Contractor's Authorized Official

Apr 8, 2026

Date

Mallory Marin Operations and Finance Manager

Name and Title of Contractor's Authorized Official