

SUB-RECIPIENT AGREEMENT
Management of Shelter Operations FY2021-2022 – Nevada CARES Campus

This Sub-Recipient Agreement for Management of Shelter Operations of the Nevada CARES Campus (“Agreement”) is between The City of Reno (“GRANTEE”) and Washoe County (“SUB-RECIPIENT”).

This Agreement is entered into on this day _____ by and between GRANTEE and SUB-RECIPIENT, who mutually agree and covenant to the following:

I. SCOPE OF SERVICES

- A. SUB-RECIPIENT is to oversee and manage the shelter operations at the Nevada CARES Campus Emergency Shelter beginning September 1, 2021 per AMENDMENT NO. 2 AND EXTENSION OF INTERLOCAL COOPERATIVE AGREEMENT FOR SHELTER OPERATION AND OTHER HOMELESS SERVICES AMONG THE CITY OF RENO, WASHOE COUNTY, AND THE CITY OF SPARKS.
- B. The GRANTEE shall give prompt written notice to the SUB-RECIPIENT whenever the GRANTEE observes or otherwise becomes aware of an operational and/or management issue with the Nevada CARES Campus Emergency Shelter.
- C. SUB-RECIPIENT shall contract with whom it deems to be a qualified shelter operator who will perform the services outlined in this Agreement as set forth in Attachment A and Attachment B, which is incorporated herein by this reference as if set forth in full herein. However, should any term and condition in the Attachments contradict a term of this Agreement, the terms and conditions of this Agreement shall control.
- D. SUB-RECIPIENT will collaborate with GRANTEE and other partner organizations as appropriate, to facilitate appropriate management and operation of the Nevada CARES Campus Emergency Shelter.

II. TIME OF PERFORMANCE

It is understood that the work to be performed hereunder shall commence on September 1, 2021 and shall be completed as specified in AMENDMENT NO. 2 AND EXTENSION OF INTERLOCAL COOPERATIVE AGREEMENT FOR SHELTER OPERATION AND OTHER HOMELESS SERVICES AMONG THE CITY OF RENO, WASHOE COUNTY, AND THE CITY OF SPARKS. by June 30, 2022. This Agreement is funded

by the U.S. Department of Housing and Urban Development, and the State of Nevada - Nevada Housing Division, Emergency Solutions Grant (ESG), and Community Development Block Grant (CDBG) funds. The total amount of funds is not to exceed the overall contribution of \$3,795,423 (three million seven hundred ninety-five thousand four hundred and twenty-three dollars). The GRANTEE is directly responsible for costs incurred from July 1, 2021 to August 31, 2021 for the management and operation of the Nevada CARES Campus. Accordingly, the City's total contribution shall not exceed \$3,795,423, less the direct costs incurred by GRANTEE from July 1, 2021 to August 31, 2021 for the Nevada CARES Campus have been deducted. This Agreement shall not exceed the total amount of the contribution totaling \$3,795,423 for shelter operations, less the above aforementioned direct costs.

It is further understood and agreed that the SUB-RECIPIENT, as identified in AMENDMENT NO. 2 AND EXTENSION OF INTERLOCAL COOPERATIVE AGREEMENT FOR SHELTER OPERATION AND OTHER HOMELESS SERVICES AMONG THE CITY OF RENO, WASHOE COUNTY, AND THE CITY OF SPARKS dated August 30, 2021, will perform all of the specified services identified as the SUB-RECIPIENT'S scope of services included in this Agreement by June 30, 2022.

III. COMPENSATION

- A. It is agreed that the GRANTEE will reimburse the SUB-RECIPIENT for all allowable expenditures not to exceed \$3,795,423 for the services outlined in Attachment A. It is agreed that \$3,795,423 will constitute full and complete compensation including the direct costs incurred by the City of Reno for shelter operations from July 1, 2021 to August 31, 2021, and any deviation from the above said sum will be the financial responsibility of the SUB-RECIPIENT.
- B. Agreement maximum shall not exceed \$3,795,423 for the term of this Agreement.
- C. It is the responsibility of the SUB-RECIPIENT to contract with a qualified shelter operator to perform the duties outlined in the Scope of Work in Attachment A and Attachment B. The SUB-RECIPIENT shall bill the GRANTEE for qualified shelter operation and management costs from September 1, 2021 to June 30, 2022.

IV. METHOD OF PAYMENT

It is agreed that the SUB-RECIPIENT will submit invoices for reimbursement of eligible federal grant expenses each month with a breakdown of expenditures for each budget category, if required. Invoices for reimbursement of eligible grant expenses will be submitted using HUD form 27053-A and an expanded Summary Form unless otherwise specified. GRANTEE payments for housing support services will be made upon submission of detailed invoices describing services rendered as described in Section III B. Invoices should be submitted via mail: PO Box 1900, Reno, Nevada 89505. A final invoice must be prepared and submitted to GRANTEE no later than August 1, 2022, subject to audit by the GRANTEE, the State of Nevada and/or the Federal Government. Final payment will not be released until all services have been performed in accordance with this AGREEMENT and the final invoice is submitted.

V. TERMS AND CONDITIONS

- A. To the extent required by law, SUB-RECIPIENT must agree to make positive efforts to use small and minority owned businesses and individuals.
- B. The SUB-RECIPIENT agrees that all expenditures of funds for services, supplies, equipment, travel, and construction shall be made in accordance with applicable state, local, or federal codes of law or ordinances of the State of Nevada. Such expenditures shall be subject to audit and all supporting documentation must be made available to GRANTEE. If the total amount awarded to the SUB-RECIPIENT is in excess of \$25,000, the SUB-RECIPIENT must provide the GRANTEE with a copy of their annual audit for the period that covers the SUB-RECIPIENT award. Any expenditure of funds found on the basis of audit examination, which are not in compliance with said codes of law or ordinances shall be refunded by a check made payable to GRANTEE.
- C. Records with respect to all matters covered by this agreement shall be retained by the SUB-RECIPIENT for 5 years from the date of final payment under this agreement, and shall be available for audit and inspection at any time such audit is deemed necessary by GRANTEE or the funding agency. If an audit has begun but is not completed at the end of the 5-year period, or if audit findings have not been resolved at the end of the 5-year period, the records shall be retained until resolution of the audit findings. For the purpose of this agreement, final payment under this agreement is defined as the date of GRANTEE's submission of the final expenditure report to HUD.

All SUB-RECIPIENTS, except for-profit entities, that expend \$750,000 or more in federal awards from all sources during their fiscal year shall have a single or program-specific audit conducted for that fiscal year in accordance with the provisions of the Office of Management and Budget (OMB) Super Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, dated December 26, 2013.

Non-federal entities that expend less than \$750,000 a year in total federal awards from all sources are exempt from the federal audit requirements of OMB Super Circular A-133 for that year, but records must be available for review or audit by appropriate officials of the federal agency, GRANTEE, and General Accounting Office (GAO).

A SUB-RECIPIENT is prohibited from charging the cost of an audit to federal awards if the SUB-RECIPIENT expended less than \$750,000 from all sources of federal funding in the SUB-RECIPIENT'S fiscal year. If the SUB-RECIPIENT expends less than \$750,000 in federal funding from all sources in the SUB-RECIPIENT 'S fiscal year, the SUB-RECIPIENT is required to submit a copy of the audit to GRANTEE.

The SUB-RECIPIENT is required to send GRANTEE a copy of their completed audit no later than nine months after the end of their fiscal year. The SUB-RECIPIENT'S fiscal year ends June 30th annually.

PO Box 1900
Reno, NV 89505

A SUB-RECIPIENT who is not required to obtain a single or program specific audit may be required to obtain limited scope audits if the quarterly compliance reports, site visits, and other information obtained by the department raise reasonable concern regarding compliance with agreement conditions. Such engagements may not be paid for by GRANTEE funds made available to SUB-RECIPIENT through this Agreement.

D. Annual Inspection/Monitoring.

Subrecipient shall allow access to jurisdictional, State of Nevada Housing Division, U.S. Department of Veterans Affairs, and U.S. Department of Housing and Urban Development staff as requested for physical, safety, and/or health inspections of the property, which occur at least annually. In addition, monitoring will take place annually for HUD program compliance.

E. Uniform Administrative Requirements.

The SUB-RECIPIENT will ensure the OPERATOR shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as outlined in 2 CFR Part 200.

F. Single Audit Act Requirements.

In the event that during the period of this Agreement, the Operator expends more than \$750,000.00 in federal funds in an operating year from this and other federal grants, the Operator is subject to the audit requirements contained in 2 CFR Part 200, Subpart F, hereinafter collectively referred to as the "Federal Audit Requirements". Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the City when completed, but no later than 6 months following the close of the fiscal year. Operator shall take corrective actions on any issues noted during the audit within 6 months of the date of receipt of the reports. The City shall consider sanctions as described in 2 CFR 200.505 if the Operator is not in compliance with these audit requirements.

G. Insurance Coverage/Indemnification

1. SUB-RECIPIENT shall maintain during the term of this Agreement an occurrence of comprehensive general liability insurance for limits of not less than one million dollars (\$1,000,000) for bodily injury and property damages, per occurrence. As evidence of liability insurance coverage, the GRANTEE will accept certification of insurance issued by an authorized representative of

the insurance carrier. Coverage must be provided by an insurance company licensed to do business in the State of Nevada with an A.M. Best Rating of A – Class VII or better. Each certificate shall contain a 30-day written notice of cancellation to the certificate holder and shall name the GRANTEE as an additional insured, and waive subrogation, if the policy so allows and at the expense of the GRANTEE, if there is a cost. A program of self-insurance, administered by the SUB-RECIPIENT’S Risk Management Division, will also satisfy this requirement.

2.

H. Subcontracting

1. If any part of the work covered by this Agreement is to be subcontracted, SUB-RECIPIENT shall identify to GRANTEE the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be in compliance with requirements prior to any work being performed.

I. SUB-RECIPIENT certifies that it is a political subdivision of the State of Nevada. SUB-RECIPIENT agrees that it is an independent contractor with respect to all services to be performed under this agreement and further agrees to be fully responsible for and shall indemnify and hold harmless GRANTEE for any tax, assessment, fee, charge, penalty, or other obligation or liability imposed by any federal, state or local tax, revenue, employment or labor agency or authority as a result of services provided under this agreement.

J. Should this Agreement be terminated for any reason prior to its expiration date as listed in Section II, SUB-RECIPIENT will return to GRANTEE within ninety (90) days any funds provided by GRANTEE for which services have not been rendered.

1. All services listed within this agreement are to be completed. In the event that all services are not fully rendered as provided for in the agreement, SUB-RECIPIENT shall be reimbursed for obligations properly incurred prior to the notice of termination that cannot be cancelled.

2. Funds for this agreement are payable from federal appropriations. In the event sufficient appropriations are not made to pay the charges under this agreement, SUB-RECIPIENT shall be reimbursed for obligations incurred prior to the date of notice of termination that cannot be cancelled.

3. GRANTEE may terminate this agreement for cause, default, or negligence on the part of the SUB-RECIPIENT at any time with thirty days (30) advance written notice.

K. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this agreement on the grounds of race, age, health status, handicap, color, sex, religion, or national origin.

- L. The SUB-RECIPIENT agrees that neither the SUB-RECIPIENT, its employees, nor agents are covered by any professional or tort liability insurance maintained by GRANTEE.
- M. The SUB-RECIPIENT certifies to GRANTEE that it will provide a drug-free workplace program by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
 2. Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The SUB-RECIPIENT'S policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug violations.
 3. Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by item one.
 4. Notifying the employee in the statement required by item one that, as a condition of employment on the agreement, 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 5 days after the conviction.
 5. Notifying the GRANTEE within 10 days after receiving notice under item 4(b) from an employee or otherwise receiving actual notice of the conviction;
 6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted, as required by Section 44-107-50 (SC Code of Laws); and
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items 1, 2, 3, 4, 5, and 6.
- N. By accepting this award, the SUB-RECIPIENT certifies that it:
1. Has neither used nor will use any appropriated funds for payments to lobbyists.
 2. Will disclose the name, address, payment details and purpose of any agreement with lobbyists whom SUB-RECIPIENT or its sub tier contractor(s) or SUB-RECIPIENT(S) will pay with profits or non-appropriated funds.

3. Will file quarterly updates about the use of lobbyists if material changes occur in their use.
- O. Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this Agreement.

LIMITED LIABILITY

Both parties will 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.

The Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

- Q. This award is subject to Executive Order 12549 "Debarment and Suspension" and Department of Commerce implementing regulations published as 15 CFR Part 26, Subparts A through E, "Government wide Debarment and Suspension (non-procurement). The SUB-RECIPIENT certifies that they have not been debarred or suspended under OMB SuperCircular A-133 Compliance Supplement or otherwise from doing business with any governmental entity.
- R. The funding source shall have sole ownership and copyright for any tangible product (report, survey, film, etc.) developed under this agreement.
- S. If the SUB-RECIPIENT is not a state agency, the equipment shall remain with the SUB-RECIPIENT and title shall vest with SUB-RECIPIENT. The SUB-RECIPIENT is required to maintain the official property listing for the equipment purchased, as required by A-102 or A-110.
- T. The SUB-RECIPIENT is prohibited from expending Federal funds for the purpose of providing transportation, travel, and any other expenses for any Federal employee.
- U. The SUB-RECIPIENT is subject to the provisions of the Fly America Act and must comply with the Act as prescribed when scheduling transportation for travel paid for with Federal funds.
- V. The SUB-RECIPIENT is hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.
- W. No obligations shall be created by the SUB-RECIPIENT for any purpose pertaining to the activities for which the funds were awarded that would require performance beyond the expiration date stipulated in the award document. Funds may be expended beyond the expiration date for obligations created prior to the expiration date.

- X. Verbal or written assurances of additional funding shall not constitute authority to obligate funds for activities beyond the expiration date. Funds shall not be obligated unless or until an award document is received by the SUB-RECIPIENT from GRANTEE authorizing such obligation.

VI. PROGRESS REPORTS

SUB-RECIPIENTS who expend any funds obtained from, or passed through GRANTEE, must submit a completed HUD Annual Performance Report (APR). The APR should be submitted no later than 60 days after the grant expiration date. The SUB-RECIPIENT is subject to site visits and file reviews from GRANTEE in an effort to monitor compliance.

The parties to this Agreement hereby agree to any and all provisions as stipulated above.

AS TO GRANTEE:

AS TO THE SUB-RECIPIENT:

BY: 

BY: _____

TITLE: MAYOR, CITY OF RENO

TITLE: _____

DATE: 10/4/2021

DATE: _____

Attachment A Scope of Work

The Scope of Work outlines the responsibilities the Sub-Recipient is obligated to ensure the Nevada CARES Campus Emergency Shelter Operator (Operator) performs. The City of Reno as the grantee of the funds has the responsibility to ensure the duties below are being performed. The guidelines below outline HUD guidelines for emergency shelter operations, as well as best practices for shelter operations. The City of Reno also has the obligation to monitor the Sub-Recipient annually per HUD guidelines. Sub-Recipient intends to contract with a qualified service provider, such as Volunteers of America of Northern California and Northern Nevada (VOA-NCNN), to carry out its obligations provided herein.

Shelter Operations

The Subrecipient will ensure the Shelter Operator (Operator) conducts the following tasks:

- Operate a low barrier shelter facility that is open 365 days per year, 24 hours per day
- Conduct background checks on all shelter employees
- Maintain a safe and operable staffing level within the shelter facility
Maintain the shelter facility including the shelter structure, and outdoor facilities to ensure a safe and functional shelter facility for guests and staff

Emergency Shelter

The shelter will be operated as a low barrier facility with minimal requirements for entry. Factors such as sobriety, income, and case management compliance should not prevent someone from accessing shelter. The rules in place at the Nevada CARES Campus Emergency Shelter will be for shelter guest and staff safety. The shelter facility will be required to be a 24 hour a day facility.

Shelter guests and staff should work towards the goal of permanent housing at the point of entry. Guests should be offered the opportunity to work with a Case Manager to work towards the goal of permanent housing. Case management should be offered to guests, but is not a requirement to access shelter.

Given the ongoing nature of the COVID-19 pandemic guests who present with symptoms of COVID-19 will be isolated at a separate facility as needed. Shelter staff and guests are encouraged to wear protective equipment whenever possible.

The Operator will ensure all shelter staff members are trained in the following areas:

- CPR/First Aid
- Best practices in ending homelessness
- Diversity and cultural sensitivity

- Working with individuals experiencing mental illness and/or addictions
- Understanding, identifying, and reporting abuse (domestic, child, etc.)
- Ethical standards and professional code of conduct
- Confidentiality
- Professional boundaries
- HUD principles of Housing First, Harm Reduction, and providing a Low Barrier Shelter
- Communicable diseases and disease prevention
- Data entry in HMIS
- The Operator must show proof of such related trainings within 30 days after the completion of each respective training,
- Each employee who receives training must sign a disclaimer acknowledging his/her participation in such training

Occupancy

Emergency Shelter

- 604 emergency shelter beds for adults which includes, space for individuals who identify as men, women, and couples
- Maintain shelter space for pets

Food

Three meals per day will be provided to shelter guests by an outside food service agency. Meals are to be distributed at the same time daily for continuity. The Operator will be responsible for maintaining Food Service Permits, as well as distributing the meals. The Operator will be responsible for maintaining a Food Service Area including keeping the area clean and orderly.

Laundry

The Operator shall ensure processes are in place to allow guests access to laundry. Non-shelter guests shall be allowed access to laundry during regularly scheduled hours. Laundry facilities and equipment will be maintained in working condition and cleaned as needed. When broken the operator will be responsible for notifying the appropriate party to arrange repair within a reasonable time frame.

Showers

The Operator shall ensure processes are in place to allow guests access to showers. Non-shelter guests shall be allowed access to showers during regularly scheduled hours. Shower facilities and equipment will be maintained in working condition and cleaned at least once daily. When broken the operator will be responsible for notifying the appropriate party to arrange repair within a reasonable time frame.

Pets

Pets are to be permitted on the Nevada CARES Campus Emergency Shelter. Shelter guests must follow all of the Operator's Pet Policies. All animals on the shelter campus must be controlled by their owners. The Operator will work with community providers to offer services for pets such as vaccines, veterinary care, and pet food. Pets who pose a danger to the other pets or shelter guests will not be permitted at the shelter site. Pets will only be allowed at a shelter site with adequate pet facilities, this will be at the discretion of the Operator.

Property

The Operator will be responsible for the storage and management of shelter guest's property. Shelter guests should be able to access their property at least one time per day. The Operator will have discretion on the amount of property a guest may bring onto campus, as well as discretion to search property should any safety concerns arise, as allowed by law. The Operator will be required to have each shelter guest sign a personal property agreement at the point of entry to the shelter.

Program Measurable Outputs/Outcomes

The Subrecipient will support the Shelter Operator (Operator) in the pursuit of the following performance measures/outcomes"

- All guests participating in housing Case Management will receive the Community Housing Assessment (VI-SPDAT, CHAT)
- Guests participating in case management will undergo a Housing, Resource, and Support Services Assessment
- Data will be entered in HMIS with at least a 90% accuracy rate
- 100% of guests who enter the Nevada CARES Campus Emergency Shelter will undergo the intake process
- 70% of guests will be referred to appropriate mainstream services including permanent housing
- 80% of households will complete the exit survey

ATTACHMENT B CASE MANAGEMENT

The Subrecipient will support the Shelter Operator (Operator) in the pursuit of case management for the Nevada CARES Management as outlined below pending available staffing and resources.

Case Management

Case management is a critical link to guests attaining housing and self-sufficiency. Case management will be offered to shelter guests at a ratio of 1:30 case manager to guest. Case management records are to be kept in the HMIS system, all referrals, case notes, and assessments will be documented in the HMIS system. Whenever possible Case Managers should engage in diversion practices to prevent entry into the shelter at the time of the intake assessment. Case managers will complete VI-SPDAT assessments on guests who are eligible within two weeks of entry into the shelter. Intake and exit assessments will also be completed by case management staff. A plan for sustainable housing will be created within 7 days of a guest agreeing to participate in Case Management. Case managers will work with guests towards the goal of permanent housing and will work with guests to increase their income with the goal of ongoing sustainability. Case files will be maintained for each guest who chooses to participate in Case Management. Case Management will be offered to each guest but will not be mandatory.

Once a guest begins Case Management, a secondary assessment will be conducted which looks at personal strengths and challenges in the areas of housing, income status, physical, emotional and mental health, addiction, legal, and financial. Based on the assessment, the Case Manager and the guest develop an individual service plan which outlines the steps necessary to get the guest connected with housing placement assistance and other services and referrals based on the assessment. The Case Managers act as service coordinator and liaison with other service providers and mainstream agencies to advocate for the service needs of the individual.

In some cases, guests may require a light touch style of case management where they are not interested in developing a case plan but may need community referrals. In these instances, Case Managers will keep record of any case notes and referrals made. This style of case management will not require the 1:30 ratio, instead a 1:50 ratio is sufficient.

Case Management staff will receive ongoing, intensive training at on-boarding; at program start-up; and at quarterly intervals throughout the year. Individual staff training

will be recorded in personnel files as well as in the online training system. Training will include but not be limited to:

- Best Practices in Ending Homelessness: Motivational Interviewing, Housing First, Trauma Informed Care, Harm Reduction, Critical Time Intervention
- Client Centered and Strength Based Care
- Low Barrier Shelter Practices
- Moral Injury and Resiliency Strength Training
- Non-Violent Communication
- De-escalation
- Diversion
- Ethical Standards and Professional Code of Conduct
- HMIS
- VI-SPDAT Assessments

Oversight of the Case Managers will be provided by a Case Management Supervisor. The Case Management Supervisor will be responsible for reviewing client files, ensuring data entry compliance, and helping to manage any challenging circumstances that arise. The Case Management Supervisor will also be responsible for maintaining a caseload of 1:10. Case Management Program oversight will be provided by the Campus Director and the Operations and Compliance Director.