



togetherforbetter

Joinder Use Contract

Contract # CBE 607676-25

Title: Utilization of State of Nevada Contract No.
99SWC-NV25-22234 Temporary Employment Services

This Contract is made and entered into this _____ day of _____, 2025, by and between CLARK COUNTY, NEVADA (herein referred to as "COUNTY") and ST. VINCENT DEPAUL REHABILITATION SERVICE OF TEXAS DBA PEAK PERFORMERS (herein referred to as "CONTRACTOR"),

Whereas, (i) CONTRACTOR and **State of Nevada** (herein referred to as "ORIGINATING GOVERNMENT AGENCY") have entered into Contract No. 99SWC-NV25-22234 dated October 18, 2024 which provides for **temporary employment services** (herein referred to as "MASTER CONTRACT"); (ii) governmental entities within the State of Nevada may join or use the contracts of other governmental entities with the authorization of the Supplier pursuant to NRS 332.195; (iii) COUNTY desires to use the MASTER CONTRACT between CONTRACTOR and the ORIGINATING GOVERNMENT AGENCY; and (iv) COUNTY and CONTRACTOR intend to enter into a Contract between themselves using the terms, conditions and specifications of the MASTER CONTRACT to the extent such are incorporated by reference herein. In consideration of the above premises, the parties hereto agree to the following:

1. This Contract shall consist of the MASTER CONTRACT, a copy of which is attached hereto as Exhibit "A" and incorporated herein except for the following: **N/A**
2. As required pursuant to NRS 332.195, CONTRACTOR hereby authorizes COUNTY to use the MASTER CONTRACT as the basis for this Contract, and COUNTY hereby agrees in consideration of such authorization and consent, to be bound by the MASTER CONTRACT to the extent that the same are incorporated herein as a part of this Contract.
3. The MASTER CONTRACT is based upon the estimated procurement figures of the ORIGINATING GOVERNMENT AGENCY. COUNTY hereby agrees to the purchase of supplies and/or services in greater or lesser amounts than estimated in the MASTER CONTRACT.
4. The MASTER CONTRACT, and the rights granted hereunder to COUNTY, shall continue in force and effect for the period of time set forth in the MASTER CONTRACT. In the event that the MASTER CONTRACT is terminated for any reason, including the ORIGINATING GOVERNMENT AGENCY failure to exercise any or all of the options granted thereunder, COUNTY shall have the right to continue the MASTER CONTRACT in force and effect despite such termination, and to exercise any and all of the options which the ORIGINATING GOVERNMENT AGENCY fails to exercise. COUNTY reserves the right, however, to terminate this Contract, or negotiate a new contract at any time during the term of this Contract.
5. Any change or modification to the MASTER CONTRACT between CONTRACTOR and the ORIGINATING GOVERNMENT AGENCY shall be applicable to COUNTY only if so agreed to in writing by COUNTY. In the event that such change or modification adversely impacts COUNTY, COUNTY may terminate this Contract.

6. Any notice or other communication given in connection with this Contract shall be made in writing, reference this Contract and either be delivered in person, by fax to the telephone number provided below (provided telephonic confirmation of transmittal is received), or via United States Postal Service or overnight courier service to the following person and address:

COUNTY
Clark County
Attention: Purchasing and Contracts Division
500 South Grand Central Parkway
Fourth Floor
Las Vegas, Nevada 89155-1217
Fax #: (702) 386-4914

CONTRACTOR
St. Vincent DePaul Rehabilitation Service of Texas
dba Peak Performers _____
4902 Grover Avenue _____
Austin, TX 78756 _____

7. Notwithstanding any of the above mentioned, this Contract shall not change or modify the MASTER CONTRACT with the ORIGINATING GOVERNMENT AGENCY.

COUNTY:

By: _____ Date: _____
Print Name: JESSICA COLVIN Title: Chief Financial Officer

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: *Sarah Schaerrer* Date: Aug 12, 2025
Sarah Schaerrer (Aug 12, 2025 14:36:45 PDT)
SARAH SCHAERRER
Deputy District Attorney

CONTRACTOR:

Name: St. Vincent DePaul Rehabilitation Service of Texas, DBA: Peak Performers Phone: 888-275-6915
Address: 4902 Grover Ave. Fax: N/A
Austin, TX 78756
Authorized Representative: *Stephen Mock* Date: 7/28/25
Print Name: Stephen Mock Title: Director of National Business Development

STATE OF NEVADA STATEWIDE CONTRACT


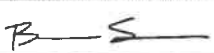
Nevada Contract No.	99SWC-NV25-22234		
Cooperative Contract No.	N/A		
Solicitation No. and Agency	N/A		
Title	Preferred Purchase Program		

Government Entity	Nevada State Purchasing of the Department of Administration (State Purchasing)		
Address	515 E Musser St, Ste 300		
City, State, Zip Code	Carson City, NV 89701		
Contact	Joel Smedes, Purchasing Officer II		
Phone	775-531-3312	Email	j.smedes@admin.nv.gov

Contractor	St Vincent DePaul Rehabilitation Service of Texas DBA Peak Performers		
Address	4902 Grover Avenue		
City, State, Zip Code	Austin, TX 78756		
Contact	Stephen Mock, Director of National Business Development		
Phone	503-508-1212	Email	stephen.mock@peakperformers.org

1. **SCOPE.** This purpose of this contract is to provide temporary staffing, temp-to-perm staffing, and direct-hire staffing services including administrative, customer service, accounting/finance, and IT.
2. **TERM.** Effective Date: Upon Execution; Termination Date: July 31, 2028 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): 2 Years
3. **ATTACHMENTS**
 - 3.1. The following documents are incorporated in descending order of constructive precedence.
 - A. SUMMARY SCOPE OF WORK AND CONTRACT USE
 - B. INSURANCE SCHEDULE
 - C. NEVADA STATEWIDE CONTRACT TERMS
 - D. NEVADA TERMS AND CONDITIONS FOR SERVICES
 - E. VENDOR PROPOSAL
 - 3.2. The following documents are incorporated by reference but not attached.
 - A. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
4. **AUTHORITY.** Each person signing represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery and the performance of each party's obligations hereunder have been duly authorized, and this is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 2 above.

Government Entity: State of Nevada	Contractor: St Vincent DePaul Rehabilitation Service of Texas DBA Peak Performers
Signature: 	Signature: 
Name: Gideon K. Davis	Name: Bree Sarlati
Title: Administrator	Title: President & Chief Executive Officer
Date: 10/18/2024	Date: 8/30/2024

ATTACHMENT A
SUMMARY SCOPE OF WORK
and CONTRACT USE

ATTACHMENT A
SUMMARY SCOPE OF WORK and CONTRACT USE

1. SUMMARY SCOPE OF WORK

- 1.1. This *Summary Scope of Work* section is intended only as a summary and does not modify or supersede *Attachment E, Vendor Proposal*.
- 1.2. St Vincent DePaul Rehabilitation Service of Texas DBA Peak Performers is a nationwide nonprofit staffing agency that provides temporary staffing, temp-to-perm staffing, and direct-hire staffing services. These jobs include administrative, customer service, accounting/finance, and IT.

2. CONTRACT USE

- 2.1. Awarded vendors will work with various state agencies using a service agreement, subject to process and approval requirements of the State Administrative Manual, including approval from a Deputy Attorney General and the Board of Examiners (BOE) or the Clerk of the Board, as appropriate.
- 2.2. Agencies are encouraged to request and negotiate firm-fixed-fee per deliverable payment structure based on the contracted rates for projects as opposed to hourly based work in a service agreement.
- 2.3. A service agreement and its attachments shall not contradict the terms and conditions of the statewide contract.
- 2.4. NEVADAepro USE FOR EXECUTIVE BRANCH AGENCIES
 - 2.4.1. All Nevada Executive Branch State Agencies are required to use NevadaEPro.
 - 2.4.2. Work may not begin until a fully executed service agreement has been uploaded as a release from the Statewide contract in <https://NevadaEPro.com> and sent to the vendor.
 - 2.4.3. A service agreement should generally include the following incorporated attachments.
 - A. An agency developed scope of work
 - B. vendor proposal/response and cost proposal
- 2.5. CONTRACT USE FOR PERMISSIVE USERS
 - 2.5.1. This contract may be used by the Nevada System of Higher Education, the Court System, the Legislative Counsel Bureau and all Political Subdivisions within the State of Nevada.
- 2.6. Agencies should contact vendors directly for quotes and should follow their own Policies and Procedures

ATTACHMENT B
INSURANCE SCHEDULE

ATTACHMENT BB
INSURANCE SCHEDULE

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (purchasinginsurance@admin.nv.gov).

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(purchasinginsurance@admin.nv.gov)**.

The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ATTACHMENT C
NEVADA
STATEWIDE CONTRACT TERMS

NEVADA STATEWIDE CONTRACT TERMS

1. **PARTICIPATION.** The benefits of this contract shall be extended to the governmental entities in Nevada listed below. The State is not liable for the obligations of any non-executive branch government entity which joins or uses this or any contract resulting from this contract.
 - 1.1. STATE EXECUTIVE BRANCH AGENCIES. All state “Using Agencies”, as defined by NRS 333.020(10), are authorized users of the contract in accordance with NRS 333.150.
 - 1.2. LEGISLATIVE, AND JUDICIAL DEPARTMENTS AND CIVIL AIR PATROL. Any agency, bureau, commission or officer of the Legislative Department or the Judicial Department of the Nevada State Government or the Nevada Wing of the Civil Air Patrol or any squadron thereof are authorized users of this contract in accordance with NRS 333.469.
 - 1.3. NEVADA SYSTEM OF HIGHER EDUCATION, LOCAL GOVERNMENTS AND DISTRICTS. The Nevada System of Higher Education, local governments as defined in NRS 354.474, conservation districts and irrigation districts in the State of Nevada are authorized users of this contract in accordance with NRS 333.470.
2. **ADMINISTRATIVE FEE**
 - 2.1. Contractor shall pay a quarterly administrative fee payable to “State of Nevada Purchasing Division.” Administrative fee is one percent (1%) and applies to all sales and other revenue, less merchant and interchange fees and adjusted for credits or refunds, by Contractor and any resellers, distributors, partners, or agents under the contract during a quarter, beginning the date of execution of this contract.
 - 2.2. All administrative fee payments shall include the contract number on required documents. If submitting an administrative fee payment for more than one contract, a separate payment and associated documents shall be submitted by Contractor for each contract.
 - 2.3. The State will not issue an invoice for administrative fee owed to the State. Contractor is responsible for payment of administrative fee with no prompting from the State. Contractor shall pay quarterly administrative fee within forty-five (45) calendar days of quarter end in accordance with *Fee Payment and Report Schedule*.
 - 2.4. STATEWIDE CONTRACT QUARTERLY ADMINISTRATIVE FEE REPORT
 - 2.4.1 Contractor shall complete and submit a Statewide Contract Quarterly Administrative Fee Report. The report shall identify payments received by Contractor from authorized entities made pursuant to the contract in the reporting period.
 - 2.4.2 The template for required Statewide Contract Quarterly Administrative Fee Report is available on the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to NVQtlyReport@admin.nv.gov in accordance with *Fee Payment and Report Schedule*.
 - 2.5. STATEWIDE CONTRACT QUARTERLY USAGE REPORT
 - 2.5.1 Contractor shall complete and submit a Statewide Contract Quarterly Usage Report, to include at a minimum itemized data elements listed below.
 - 2.5.2 The template for required Statewide Contract Quarterly Usage Report is available via a link on the Statewide Contract Quarterly Administrative Fee Report which is available on the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to NVQtlyReport@admin.nv.gov in accordance with *Fee Payment and Report Schedule*.
 - 2.5.3 Data Elements
 - A. Customer Name. Name of entity making the purchase—if customer has multiple locations, please use primary entity name.
 - B. Customer Type. Indicate type of entity making the purchase.
 1. S=State Executive Branch Agency
 2. E=University and Community College
 3. P=Political Subdivision
 4. O=Other Entity

NEVADA STATEWIDE CONTRACT TERMS

- C. Authorization Number. Purchase Order Number provided by customer to authorize a purchase. If purchase was made with a credit card enter "P-Card."
- D. Purchase Description. Description of the product(s) or service(s) purchased.
- E. Quantity. Quantities (excluding returns) of product(s) delivered—enter a quantity of one (1) for service(s).
- F. Unit Price. Unit price charged (excluding credits) for product or service purchased.
- G. Total Cost. Extended cost of purchase line—quantity delivered x unit price charged.

2.6. FEE PAYMENT AND REPORT SCHEDULE. Contractor shall pay administrative fee quarterly, if owed, and submit a Statewide Contract Quarterly Administrative Fee Report and Statewide Contract Quarterly Usage Report, even if no payments are made in a quarter, in accordance with the following schedule.

Period End	Report Due
September 30	November 14
December 31	February 14
March 31	May 15
June 30	August 14

2.7. REPORT MODIFICATIONS. The State reserves the right to modify requested format and contents of reports by providing thirty (30) calendar days written notice to Contractor. The State may unilaterally amend the contract, with (30) calendar days written notice to Contractor, to change timing for submission of reports. Contractor understands and agrees that if such an amendment is issued by the State, Contractor shall comply with all contract terms, as amended.

2.8. TIMELY REPORTS AND FEES. If an administrative fee is not paid and quarterly reports are not received within forty-five (45) calendar days of quarter end, then Contractor will be in material breach of this contract.

3. ORDER OF PRECEDENCE. This contract shall be the primary document for all Orders. An Order, Quote, Service, Agreement, or Purchase Order can dictate an order of precedence, but cannot supersede this contract.

4. ORDERS. Any Order placed by a governmental entity for a Product and/or Service available from this contract shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the contract unless the parties to the Order agree in writing that another contract or agreement applies to such Order. The cooperative contract number and/or state contract number must appear on every Quote/Purchase Order placed under this contract.

5. REQUISITIONS. Orders for Nevada State executive branch agencies as defined in *Participation* will be processed by and through the Nevada Purchasing Division and a purchase order issued. Invoices and all correspondence related to an individual order will reflect the shipping address, billing address, and number on the purchase order issued by the State. Other entities as defined in *Participation* can purchase directly and be billed by vendor. Orders placed and paid via credit card do not require a PO.

6. SERVICES. All professional services, excluding warranty and break/fix support, requested by Nevada State executive branch agencies as defined in *Participation* will require the execution of a Service Agreement per NRS 333, NAC 333 and SAM 0300. Other entities as defined in *Participation* can purchase professional services directly and be billed by vendor. Pursuant to NRS 333.480(2), Services requiring a contractor's license issued pursuant to chapter 624 of NRS are not authorized under this agreement.

7. SUBCONTRACTORS. All contractors, dealers, resellers, distributors, and partners as shown on the dedicated Contractor cooperative contract website are approved to provide sales and service support to participants of this agreement. Contractor's dealer participation will be in accordance with the terms and conditions set forth in the contract.

8. BUSINESS LICENSE. Pursuant to NRS 353.007 any contractor, dealer, reseller, distributor, partner, or person performing work under this agreement must hold a State business license pursuant to chapter 76 of NRS unless exempted pursuant to NRS 76.100(7)(b).

9. NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339 any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.

NEVADA STATEWIDE CONTRACT TERMS

- 10. GOVERNING LAW.** This contract will be governed by the state laws of Nevada, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in Carson City, Nevada, and the Parties consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof and waive the right to change venue. The Parties further consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.
- 11. FEDERAL LAWS AND AUTHORITIES**
- 11.1. **CERTIFICATION.** Any person who requests or receives a Federal contract, grant, loan, or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 11.2. **COMPLIANCE.** Federal laws and authorities with which the awarded vendor shall be required to comply, as applicable, are listed here but are not meant to be exhaustive. Awarded vendors are responsible for an awareness of, and compliance with, State and federal laws and regulations.
- 11.2.1 Archeological and Historic Preservation Act of 1974, PL 93-291
 - 11.2.2 Clean Air Act, 42 U.S.C. 7506(c)
 - 11.2.3 Endangered Species Act 16 U.S.C. 1531, ET seq.
 - 11.2.4 Executive Order 11593, Protection and Enhancement of the Cultural Environment
 - 11.2.5 Executive Order 11988, Floodplain Management
 - 11.2.6 Executive Order 11990, Protection of Wetlands
 - 11.2.7 Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
 - 11.2.8 Fish and Wildlife Coordination Act, PL 85-624, as amended.
 - 11.2.9 National Historic Preservation Act of 1966, PL 89-665, as amended.
 - 11.2.10 Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended.
 - 11.2.11 Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended.
 - 11.2.12 Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans
 - 11.2.13 Age Discrimination Act, PL 94-135
 - 11.2.14 Civil Rights Act of 1964, PL 88-352
 - 11.2.15 Section 13 of PL 92-500, Prohibition against sex discrimination under the Federal Water Pollution Control Act
 - 11.2.16 Executive Order 11246, Equal Employment Opportunity
 - 11.2.17 Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
 - 11.2.18 Rehabilitation Act of 1973, PL 93, 112
 - 11.2.19 Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
 - 11.2.20 Executive Order 12549 – Debarment and Suspension
 - 11.2.21 Davis-Bacon Act 40 U.S.C. 3141-3148
 - 11.2.22 Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708
 - 11.2.23 Rights to Inventions Made Under a Contract or Agreement 37 CFR §401.2(a)
 - 11.2.24 Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
 - 11.2.25 Americans With Disabilities Act of 1990, PL 101-336
 - 11.2.26 Health Insurance Portability and Accountability Act of 1996, PL 104-191
 - 11.2.27 Equal Pay Act of 1963, PL 88-38
 - 11.2.28 Genetic Information Nondiscrimination Act, PL 110-233

ATTACHMENT D
NEVADA
TERMS AND CONDITIONS
FOR SERVICES

NEVADA TERMS AND CONDITIONS FOR SERVICES

1. DEFINITIONS

- 1.1. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
- 1.2. "Contracting Agency" – means the State agency identified on the contract.
- 1.3. "Contractor" – means the person or entity identified on the contract that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
- 1.4. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
- 1.5. "Contract" – Unless the context otherwise requires, "Contract" means this document and all Attachments or Incorporated Documents.

2. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated on the contract. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.

3. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

4. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

5. INSPECTION & AUDIT

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

5.2. **INSPECTION AND AUDIT.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.

5.3. **PERIOD OF RETENTION.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

6. CONTRACT TERMINATION.

6.1. **TERMINATION WITHOUT CAUSE.** Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be

NEVADA TERMS AND CONDITIONS FOR SERVICES

paid for any cost that Contractor could have avoided.

- 6.2. **STATE TERMINATION FOR NON-APPROPRIATION.** The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- 6.3. **TERMINATION WITH CAUSE FOR BREACH.** A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under *Time to Correct*. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 6.3.1. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
- 6.3.2. 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 Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- 6.3.3. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
- 6.3.4. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- 6.3.5. If it is found by the State 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 State of Nevada 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 contract; or
- 6.3.6. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- 6.4. **TIME TO CORRECT.** Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under *Termination with Cause for Breach*, above, shall run concurrently, unless the notice expressly states otherwise.
- 6.5. **WINDING UP AFFAIRS UPON TERMINATION.** In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 6.5.1. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- 6.5.2. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- 6.5.3. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- 6.5.4. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *State Ownership of Proprietary Information*.
7. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

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8. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
9. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
10. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
11. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
12. **INSURANCE SCHEDULE**
 - 12.1. Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in a separate *Insurance Schedule Attachment*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.
 - 12.2. Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.
 - 12.3. **INSURANCE COVERAGE**
 - 12.3.1. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Insurance Schedule Attachment*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:
 - A. Final acceptance by the State of the completion of this Contract; or
 - B. Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.
 - 12.3.2. Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.
 - 12.4. **GENERAL REQUIREMENTS**

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- 12.4.1. Additional Insured. By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 12.4.2. Waiver of Subrogation. Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 12.4.3. Cross Liability. All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 12.4.4. Deductibles and Self-Insured Retentions. Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 12.4.5. Policy Cancellation. Except for ten (10) days' notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 12.4.6. Approved Insurer. Each insurance policy shall be:
- A. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - B. Currently rated by A.M. Best as "A-VII" or better.
- 12.5. EVIDENCE OF INSURANCE. Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:
- 12.5.1. Certificate of Insurance. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Insurance Coverage*.
- A. Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.
- 12.5.2. Additional Insured Endorsement. An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *General Requirements*.
- 12.5.3. Schedule of Underlying Insurance Policies. If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 12.5.4. Review and Approval. Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
13. **COMPLIANCE WITH LEGAL OBLIGATIONS**. Contractor shall procure and maintain for the duration of this Contract 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 Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

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14. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
15. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
16. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
17. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
18. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
19. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
20. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - 20.1. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - 20.2. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - 20.3. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
21. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - 21.1. Any federal, state, county or local agency, legislature, commission, council or board;
 - 21.2. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

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- 21.3. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
22. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
23. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
24. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
25. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
26. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

ATTACHMENT E
VENDOR PROPOSAL



Peak Performers' Partnership with Nevada Preferred Purchase Program

Business Contacts:

Stephen Mock

Director of National Business Development
503-508-1212
stephen.mock@peakperformers.org

Myles Wallace

Disability Inclusion Partner
512-656-0980
myles@peakperformers.org

4902 Grover Avenue, Austin, TX 78756

EXECUTIVE SUMMARY

St. Vincent DePaul Rehabilitation Service of Texas, Inc DBA **Peak Performers** is a 501(c)(3) nonprofit staffing agency that helps people with disabilities find jobs and advance their careers. We staff office/admin, customer service, financial/accounting, engineering, and information technology professional positions. Peak Performers provides temporary staffing, direct hire services, and executive search services.

As a nonprofit, we believe all people should be afforded an opportunity to work. People with disabilities often experience an unemployment rate double that of the national average and are often under-represented in professional roles. We are seeking to change the standard of employment for people with disabilities by helping them get jobs and to normalize having a disability in the workplace.

We are an approved Nevada Preferred Purchase Program vendor. Through this program, it is our intention to help Nevadans with disabilities find professional and office jobs. We will seek to do this through temporary staffing services and direct hire services (NAICS codes 561320 and 561311.)

Our approach to staffing can be best summarized below:

Commitment to Feedback and Customer Discovery: We cannot do what we do without client partnerships. This starts with a cross-team collaboration to ensure systems and people are ready to begin serving the client. While serving the client, we will frequently solicit feedback regarding resumes submitted and previous placements made.

Recruit and Place High-Quality Candidates: Local, ready-to-work candidates are constantly coming to us in search of work. We carefully recruit, screen, and interview viable candidates to ensure that every single placement meets or exceeds customer expectations by ensuring they have the ability to do the job as outlined in the job description.

Client-Oriented, Mission-Focused: As a nonprofit, our mission is to give job hiring preference to people with disabilities and/or ongoing medical conditions. That said, we believe that to help more people get jobs, we must ensure client satisfaction and drive towards repeat business. To this end we've been successful with tens of thousands of placements, and a customer satisfaction rating of 99% and 100+ of 5-star reviews on Google, Indeed, and Glassdoor.

High-Touch Staffing: We take a "high-touch" approach to staffing. We have dedicated staff who are responsible for recruiting, placing, and then managing staff while they're on assignment. Due to our mission, we are also personally invested in their success. We frequently check in with the employee to ensure job satisfaction and detect problems before they get in the way of work. Furthermore, our staff are thoroughly trained to help coordinate job accommodations for those seeking employment through us.

We are excited to help people with disabilities find well-paying, professionally rewarding jobs and we're excited to help Nevada continue to expand competitive integrated employment opportunities for people with disabilities.

Stephen Mock

Director of National Business Development
stephen.mock@peakperformers.org
503-508-1212

Bree Sarlati

President and Chief Executive Officer
bree@peakperformers.org
512-453-8833 X 111

Myles Wallace

Disability Inclusion Partner
myles@peakperformers.org
512-656-0980

Company Information

Legal Name: St. Vincent DePaul Rehabilitation Service of Texas, Inc

Doing Business As (DBA): Peak Performers

Founded: December 22, 1994

Company Type: 501(c)(3) nonprofit corporation

Employment Identification Number: 74-2736120

DUNS Number: 94-1782807

Corporate Address: 4902 Grover Avenue, Austin, TX 78756

Phone: 888-275-6915; (512) 453-8833

Fax: (512) 453-6716

General Email: info@peakperformers.org

Business Operations Details

Hours: Peak Performers' normal hours of operation are 8:00 a.m. - 5:00 p.m. CST, Monday - Friday, and we also observe state holidays.

Staff are available after hours on an emergency, as-needed basis in order to serve the needs of our customers. While the majority of our employees work similar hours to ours, Peak Performers is able to staff roles with different hourly requirements, including shift work.

Internal Staff: Peak Performers' internal staff are recruited for their background in recruiting and staffing, dedication to our mission, and customer service skills. All of our staff speak English. Peak Performers is committed to having a drug and alcohol-free workplace. Possession or use of drugs or alcohol is prohibited at work, as is performing work under the influence of drugs or alcohol. All internal staff undergo criminal background checks, employment verifications, and reference checks.

Our History and Mission

Founded in 1994, St. Vincent DePaul Rehabilitation Service of Texas, Inc. DBA **Peak Performers** was formed with the vision of setting a higher standard of employment for individuals with disabilities and chronic medical conditions.

Our vision is two-fold: to change what it means to be a job seeker with a disability, and to challenge the preconceptions that make employers reluctant to hire someone with a disability.

Our mission is to *create a higher standard of employment for people with disabilities.*

Business Case - Our experience shows hiring people with disabilities has several positive impacts for the people we help and also our clients:

- **Reduced turnover:** Our turnover rate is half that of the industry average. This means more of our employees stay all the way through their assignment. In a 2007 case study, Walgreens implemented a disability inclusion program at a distribution center. In the study, people with disabilities had 48% less turnover than their peers without a disability.
- **Increased innovation:** Diversity and inclusion drives innovation. Many people with disabilities are able to adapt and change to their environment.
- **Untapped labor market:** Peak has developed a vast network of referral sources who help people with disabilities.

Why This Matters – People with disabilities experience an unemployment rate that is double that of the national average. Often, they're the first to be let go and last to be re-hired when times are tough. Peak Performers is one of a few companies that provides professional recruiting services while focused on individuals with disabilities. Over 75% of our workforce has a qualifying disability or chronic medical condition. By utilizing Peak Performers, clients are helping advance employment opportunities for individuals with disabilities and chronic medical conditions, a population that is historically unemployed higher than the average.

Mission-Driven, Client-Oriented - Though our mission is to help people with disabilities get jobs, we are a client-oriented organization. Here's how we do that:

- Job seekers are selected through a competitive hiring process that seeks candidates who have the skills required to meet or exceed the minimum expectations of the client.
- Candidates are skills tested (when required) to ensure they meet or exceed the minimum expectations listed in the job description.
- On the job, we expect our candidates to be held to the same standards as employees without a disability.

Operational Support Plan

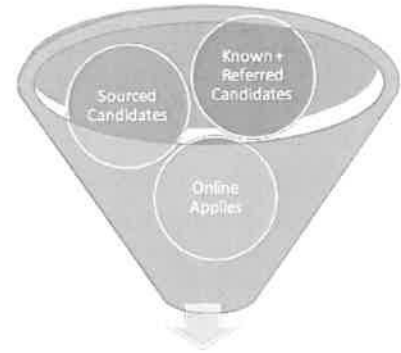
The following details how we provide staffing services from start to finish.

	Process Detailed	Staffing Manager	Talent Placement Specialist	Staffing Assistant	Accounts Receivable
I.	Pre-recruitment				
a.	Initial Meeting & Conference with the Customer	X			
b.	Obtain/Write Job Description	X			
c.	Develop a Search Strategy	X			
d.	360 Degree Interview with Client and Interested Parties	X			
e.	Research Available Candidates		X		
f.	Commit to a Timetable	X			
II.	Recruitment				
a.	Publish Job Description	X	X		
b.	Leverage Referral Contacts		X		
c.	Publish Job Online		X		
d.	Recruiters Screen and Recommend Candidates		X		
e.	Recruiters Review and Select Candidates to Interview		X		
f.	Recruiter Interview		X		
g.	Recruiters Follow-up with Selected Individuals		X		
h.	Prepare Secondary Sourcing Efforts If Needed	X	X		
III.	Applicant Review and Referral				
a.	Candidate Packets Prepared and Submitted	X	X		
b.	Candidate Selections Peer Reviewed	X	X		
c.	Staffing Manager Follows Up to Confirm Receipt and Review Candidates with Client	X			
IV.	Client Interview and Selection Support				
a.	Coordination of Interviews	X	X		
b.	Client Interviews	X			
c.	Negotiations, Obstacles Removed	X			
d.	Accommodations Arranged	X	X		
e.	Extend Offer, Gain Offer Acceptance, Set Start Date	X			
f.	All Particulars Confirmed in Writing	X		X	
g.	Background Check			X	
V.	Post-Placement				
a.	Start Day of Assignment with Candidate and Client	X			
b.	Periodic Quality Assurance Checks to Follow	X			
c.	Accounts Receivable Invoices Client				X
d.	Ending Assignments	X			
e.	Redeployment Review for Future Placement		X		

Recruiting Process Detailed

Phase 1: Pre-recruitment A significant amount of preparatory work goes into being ready to start recruiting. Peak Performers has an expansive database system, Avionte, that allows us to easily track resumes and current employees. Additionally, we have features that allow us to track staffing requests before they are formalized—for example, tracking the estimated number of workers to be requested and the required skills. This information is gathered during our periodic client visits and check-in calls. Once we get a job order, we partner with the customer to clarify the abilities required, write a job description, and commit to a timeline.

Phase 2: Recruitment Peak Performers leverages our expansive referral network of job clubs, job seeking services, and employees past and present to seek out referrals. We do this by connecting and partnering with local contacts with Vocational Rehabilitation, Veterans organizations, and local workforce centers across the state. We also post the job to multiple paid job boards like Indeed, LinkedIn, etc. and local workforce job boards. We then may use social media accounts to drum up more interest. We also review our robust candidate database to reengage existing talent. When filling hard-to-find positions, our



recruiters spend the majority of their time “sourcing” by looking at resumes of candidates on online job boards, leveraging LinkedIn, and using professional organizations and alumni networks to find candidates. This often involves looking at hundreds of resumes or online profiles based on keywords that would be specifically listed on target candidate resumes. From here, recruiters screen and then interview a select pool of candidates.

Phase 3: Application Review and Referral Once decided, recruiters prepare a packet to send to the client, which often includes the candidates’ resumes, a summary of our review of each candidate following their interviews, and skills testing results (if applicable).

Skills testing: If applicable for the role, candidates undergo a rigorous series of aptitude tests using our testing software, eskill.com. This software is designed to test over a wide range of skills including: data entry, Microsoft Office proficiency (multiple skill levels and multiple software versions), customer service, payroll, programming, graphic design software, AutoCAD, court reporting, human resources, bookkeeping, and translation (over 800 skills-based tests available.)

Phase 4: Client Interview and Selection Support Staffing Managers follow up weekly after they submit candidates. Recruiters help coordinate interview times between the job seeker and the client. Also, we will help coordinate any other logistics or communications necessary. From there we will assist with extending the offer, gaining acceptance, and setting a start date. With clients that conduct their own background screenings, Peak Staffing Managers are on hand to facilitate any additional background screenings the clients may require, such as fingerprinting background checks.

Background and Employment Eligibility Checks

We take background checks very seriously. Peak Performers runs a 7-year background check on all candidates who have been made conditional offers of temporary employment.

DISA

Peak utilizes DISA as our vendor of choice for background checks. DISA is a trusted vendor partner of ours, with a reputable service history providing screening services to a varying range of industries, from small businesses to Fortune 500 organizations. They are consistently providing updates to ensure that they are compliant with recent legal requirements relating to screening services. Some key features that help us conduct background checks quickly and efficiently include:



- They offer a 24/7 web accessible platform (eFetch) that is easy to use and maintains records of those who have been screened.
- They offer customizable searches for various levels depending on the needs of the customer.
- They boast some of the fastest turn-around times in the industry.

Background Check Verification

While we cannot share the results of an individual's background test, we will verify whether an individual passed or failed. We can provide a formal letter or email verifying that a background check was conducted if required.

Employer of Record

Peak Performers is the employer of record for all temporary employees. Peak is responsible for all costs associated with compensation, health insurance, other benefits, unemployment claims (when applicable), and workers' compensation claims (when applicable). Additionally, we provide employment verification services. Peak also deducts and manages all necessary taxes, social security benefits, and medical payments from pay. Employees are paid weekly via direct deposit.

Benefits Offered

Training - Peak Performers has partnered with Metrix Learning to offer free training to all current employees. Employees can choose from 100s of different courses to improve their existing skills or learn new ones. They can choose from many in-demand course topics, remedial topics, and even prepare for a certification exam.

Employee Assistance Program (EAP) Benefits - Peak Performers provides an EAP to help our employees with counseling, financial planning, wellness coaching, and many other work-life offerings that help the employee in both their work and personal life. Peak Performers covers the full cost of this program for the employee and their family.

Insurance - Peak Performers offers medical, dental, and vision healthcare coverage. Our in-house Benefits Administrator is available to help with the enrollment process.

W2 Employees - Because all Peak Performers' employees work on a W2 basis for us, Peak pays out unemployment claims to qualifying individuals who are between assignments. Peak Performers also pays accordingly for all workers' compensation-related injuries incurred while on the job.

Referral Bonuses - Peak leverages referral bonuses to incentivize referrals of their friends and family members.

Retirement Plan - Peak offers a 403(b) retirement plan for tax advantaged savings. This program is available to all employees starting day one.

Timecards and Compensation

Our timecard system works on all digital devices: computers, tablets, and phones. All timecards round times to the nearest quarter hour. Rejected timecards are automatically returned to employees with manager's comments, and our in-house payroll team can answer any questions.

Process -

- Employees log in to peakperformers.org and enter the time they begin work, their lunch break start and end times, and the time work is ended.
- At the end of the week, employees "Save and Submit Timesheet" to be approved by their on-site managers. All timecards are due Monday at 10 AM in order to avoid delays in getting paid.
- On-site managers can approve timecards from the email that is automatically sent to them or by logging onto peakperformers.org.

By logging in online, they can see more details such as notes from employees, times logged, and an event audit log of that timecard.

Employee Management

Ongoing Management: Employees are required to submit all time away requests (including day-of sick time) to their Peak staff point of contact and their on-site manager at the client's site. Staff check in with their employees regularly to monitor progress and check for problems.

Corrective Action: Peak Performers periodically has to use corrective action with employees who fail to meet expectations or whose behaviors are not in line with the expectations of the client. Our approach to managing employee performance and addressing issues is consistent. Peak establishes realistic performance and conduct expectations with our new hires, requires strict adherence to our employment policies, and, when appropriate, swiftly removes the employee.

Ending/Extending Assignment: Our assignments end in one of several ways:

- Assignment completes at the scheduled time and customer does not need to renew
- Assignment ends early due to workload
- Employee ends assignment early
- Assignment ends due to dissatisfaction with employee
- Employee is hired into a permanent role by the client
- Or assignment is renewed

Backfilling: When an assignment ends, and the work has not been completed, we prioritize backfilling the position to ensure minimal interruption to our client's workflow. Additionally, we ask our employees who resign from a position to give us at least a week of advanced notice to provide adequate time to find a suitable replacement.

MOST COMMONLY FILLED JOB CATEGORIES

Office / Professional Jobs

- Administrative Assistant Jobs
- Customer Service Jobs
- Data Entry Jobs
- Legal Jobs

Accounting / Finance Roles

- Accountant Jobs
- Purchaser Jobs
- Financial Analyst Jobs
- Budget Analyst Jobs

Information Technology Jobs

- Helpdesk Jobs
- Program / Project Management Jobs
- Cloud / Infrastructure Jobs
- Software Development Jobs

Engineering Jobs

- Mechanical Engineering Jobs
- Electrical Engineering Jobs
- Supply Chain Management Jobs
- Process Engineering Jobs

Records Management and Invoicing


XYZ Department
96214-01528 Administrative Assistant II (expert)
PO: XXXXX-XX-047
Bill Rate: 32.78
Employee Name: John Doe

Date Processed (WE)	Hours Worked	Maximum Hours	Gross Billings	Client P.O. maximum	Remaining
9/16/2018	24	480	\$ 786.72	\$ 15,734.40	Hours: 104
9/23/2018	40		\$ 1,311.20		Funds: \$ 3,409.12
9/30/2018	40		\$ 1,311.20		
10/7/2018	40		\$ 1,311.20		
10/14/2018	40		\$ 1,311.20		
10/21/2018	40		\$ 1,311.20		
10/28/2018	40		\$ 1,311.20		
11/4/2018	40		\$ 1,311.20		
11/11/2018	40		\$ 1,311.20		
11/18/2018	32		\$ 1,048.96		
Totals	376		\$ 12,325.28		

Our database software allows our clients to automatically generate reports on hours worked, employee count, number of hours left on a purchase order, and more. Additional customized reporting can be provided to the client upon request and is handled by our payroll department.

Invoicing

Peak Performers is committed to providing a dedicated line of support for all questions related to payment. Peak Performers has accounts receivable personnel available on-site ready to answer any questions. Peak Performers will adhere to the client's invoicing processes. We will email (or mail if requested) invoices to the address indicated on the purchase order.



Peak Performers
4902 Grover Ave.
Austin, TX 78756

-SAMPLE-

INVOICE Invoice Amount: [REDACTED]

Payment Terms	Invoice Date
Net 30 Days	08/11/2024
Invoice No.	Customer No.
[REDACTED]	[REDACTED]

PO # [REDACTED] - Week Worked: 08/11/2024

Customer Name: [REDACTED]	Department: Main
Description: Job Title: Administrative Assistant IV (experienced)	Type: Reg
[REDACTED] Administrative Assistant IV (experienced)	Hours: 8.00
[REDACTED] CostCenter: [REDACTED] Week Ending: 08/11/2024	Rate: [REDACTED]
Total This Job Title: Reg: 8.00 Bill Reg: \$354.00	Amount: [REDACTED]

Reg: 8.00 OT: 0.00 DT: 0.00

Total - This Invoice: \$ [REDACTED]



<u>PRICING BREAKDOWN</u>	
Temporary Staffing: "...Administrative Fee, which would include the vendor's cost and profit, separate from any applicable employer taxes or benefit costs."	
Agency Recruitment Administrative Fee: The requesting agency refers an individual to the contractor; the contractor does not do the recruitment.	22.2%
Contractor Recruitment Administrative Fee: The contractor does the recruitment on behalf of the requesting agency.	32.2%
Employers Tax Contribution: Applicable employer taxes.	10.8%
Benefit Cost: Cost of benefits provided to the temporary employee.	10.0%

Invoices will be produced on a weekly basis and will be paid upon receipt of the invoice. Agency Recruitment Invoices: will be paid per temporary employee hourly pay rate plus 22.2% Agency Recruitment Administrative Markup Fee. Contractor Recruitment Invoices: will be paid per temporary employee hourly pay rate plus 32.2% Contractor Recruitment Administrative Markup Fee. Both Administrative fees then add 10.8% for Employer's Tax Contribution and 10% for employer-sponsored Benefit Cost. Peak Performers' employees are available to be hired by the state after working 520 hours on an assignment.

Direct Hire: This service is for roles where you intend to hire the candidate from day one and wish to outsource your recruiting efforts. The recruiting firm takes on all recruiting-related duties including advertisement, sourcing, screening, and interviewing.	20.0%
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The calculation is based on the annual salary to be paid to the candidate as an employee of the State during the first (twelve) 12 months of hire.