

CETS# 24394	BA 3645
REF# C 17731	CAT: 00 GL 4108

**CONTRACT BETWEEN WASHOE COUNTY AND NAPHCARE, INC.**

A Contract Between Washoe  
County and NaphCare, Inc.

Public Entity/Local Government-Contractee:	Washoe County
Address:	1001 East 9 <sup>th</sup> Street, A201
City, State, Zip Code:	Reno, 89512
Contact:	Kate Thomas
Phone:	(775) 328 – 2008
Email:	<a href="mailto:kathomas@washoecountygov">kathomas@washoecountygov</a>

Vendor/Contractor:	NaphCare, Inc.
Address:	2090 Columbiana Road, Suite 4000
City, State, Zip Code:	Birmingham, Alabama 35216
Contact:	Amber H. Simpler, Ph.D., A.B.P.P.
Phone:	(205) 552-1796
Email:	<a href="mailto:amber.simpler@naphcare.com">amber.simpler@naphcare.com</a>

WHEREAS, pursuant to State law, including but not limited to NRS 244.1505, NRS 244.143, and Washoe County Code Chapter 15, Washoe County is authorized to expend money under contract with any one or more private entities for any purpose deemed a substantial benefit to the inhabitants of the County; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the Washoe County and a substantial benefit to the inhabitants of the County.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

- REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body.
- DEFINITIONS**

TERM	DEFINITION
Washoe County	The County of Washoe, State of Nevada and any of its departments or agencies identified herein, as well as its officers, employees, and immune contractors.
Contracting Entity	NaphCare, Inc., an Alabama corporation authorized to do business in Nevada.
Fiscal Year	The period beginning July 1 <sup>st</sup> and ending June 30 <sup>th</sup> of the following year.
Contract	Unless the context otherwise requires, ‘Contract’ means this document titled Contract between Washoe County and NaphCare, Inc., as well as Exhibits and other Attachments thereto.

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3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	March 1, 2023	To:	June 30, 2026
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason state, local, or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. **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 above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES
ATTACHMENT B:	FEE SCHEDULE
ATTACHMENT C:	INSURANCE
ATTACHMENT D:	DEBARMENT
ATTACHMENT E:	FEDERAL CLAUSES
ATTACHEMENT F:	NAPHCARE TELEHEALTH QUOTE

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of Washoe County under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	Per Attachment B: Fee Schedule
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Total Contract Not to Exceed:	\$ 1,506,400.00 Per fiscal year, beginning July 1
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8. **ASSENT.** The parties agree that the terms and conditions listed in the 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 expressly provided.

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9. **INSPECTION & AUDIT**

- A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document 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.
- B. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, 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 where such records may be found, with or without notice by any authorized auditors of the County or State, 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.
- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. 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. These retention periods are subject to any longer periods required under applicable law, including Nevada’s Public Records Act (NRS chapter 239).

10. **BREACH – REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. 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 but not limited to actual damages. It is specifically agreed that each party to a dispute under this Agreement shall be responsible for their own attorney’s fees and costs.

11. **LIMITED LIABILITY.** County does 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.

12. **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, acts of public enemy, acts of terrorism, 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.

13. **INSURANCE AND INDEMNIFICATION.** Washoe County has established specific indemnification and insurance requirements for contracts to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that contractors are aware of and accept the responsibility for losses or liabilities related to their activities. Attachment C, Pages 1-4, is attached and included by reference. All conditions and requirements identified in Attachment C shall be completed prior to the commencement of any work under this contract/agreement.

14. **INDEPENDENT ENTITIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be An entity separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and

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obligations of the other agency or any other party.

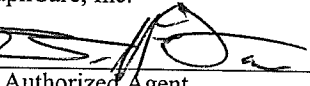
15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. **SEVERABILITY.** If any provision 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.
17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law CONTRACTOR acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is work made for hire, and all source code, reports, programs, manuals, disks, tapes and any other material prepared by or worked upon by CONTRACTOR'S employees under the Professional Services Agreement shall be the exclusive property of COUNTY, and COUNTY shall have the right to obtain from CONTRACTOR and/or CONTRACTOR'S employees, and to hold in COUNTYs' name or whatever protection COUNTY may deem appropriate to the subject matter, CONTRACTOR agrees to give to COUNTY all assistance reasonably required to perfect the rights herein above defined, with the exception of CONTRACTOR's proprietary electronic health record software system commonly referred to as *TechCare®*, *ForensicCARE*, and/or any other proprietary system utilized by CONTRACTOR during the term of this Agreement or any contractual agreement, for which CONTRACTOR shall maintain complete ownership, property and proprietary rights to, at all times.
19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations, and executive orders, including, without limitation the following:
  - A. The parties certify, 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.
  - B. The parties and its subcontractors 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.
  - C. The parties 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.)

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- D. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **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 and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
23. **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, irrespective of choice of law principles. The parties’ consent to the exclusive jurisdiction of and venue in the Second Judicial District Court, County of Washoe, State of Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

WASHOE COUNTY

Authorized Signature	Date	Title
<p>NaphCare, Inc.</p>  <p>Authorized Agent</p>	<p>4/14/2023</p> <p>Date</p>	<p>Chief Executive Officer</p> <p>Title</p>

## ATTACHMENT A - SCOPE OF WORK

### DEFINITIONS

1. The County means, Washoe County, a political subdivision of the State of Nevada.
2. The Court means the Second Judicial District Court, in and for the County of Washoe, State of Nevada.
3. CONTRACTOR means NaphCare, Inc., an Alabama corporation authorized to do business in the State of Nevada.
4. A defendant means a person detained or housed at the Washoe County Detention Facility.
5. The Mental Health professional means a person, who is a licensed clinical psychiatrist, clinical psychologist, or clinical social worker certified to provide the assessments and evaluations as such by the State of Nevada.
6. Competency evaluations may include, with the approval of the requesting agency, the following classes of standardized tests including but not limited to; cognitive/intellectual assessment; personality diagnostic measures/neuro-psychological screening and formal forensic measures of competency, risk, and malingering at the contracted standardized testing rate.

### CONTRACTOR'S RESPONSIBILITIES

The CONTRACTOR will:

1. Accept referrals from the County through the Public Defender, Alternative Public Defender, conflict attorneys and/or their designees, or any other county or State entity authorized by law to request evaluations. The referrals for performing evaluations of defendants shall follow the procedures outlined in "County's Responsibilities", of this Article, and shall be in writing on the form designated by CONTRACTOR with statutorily required documentation.

If no legal counsel has been obtained for a defendant for whom an evaluation is sought, no referral will be accepted. All referrals for competency evaluations must be subject to a court order after an attorney for the defendant has been appointed. Other categories of evaluations may be completed after an attorney has been appointed with the signed consent of the defendant to do so. All records necessary to complete the evaluation must be received prior to the evaluation being completed. If the appropriate records are not provided, the evaluator shall indicate in writing and the evaluation will not be completed until the records are received. CONTRACTOR will conduct mental health evaluations in the four areas as prioritized below:

- A. Competency Evaluations per NRS 178.415
  - B. Mental Health Court evaluations and diagnosis per NRS 176A.2601.
  - C. Mental Health evaluations.
  - D. Other Evaluations necessary for sentencing determinations as required by legislation, or requested by the County Public Defender's Office, the Alternate Public Defender's Office, conflict attorneys.
2. The assigned evaluator will complete the requested assessment according to national standards for the types of mental health assessments indicated above. Contractor may utilize CONTRACTOR's proprietary electronic health record software system commonly referred to as *TechCare®*, *ForensicCARE*, and/or any other proprietary system utilized by CONTRACTOR during the term of this Agreement to facilitate and complete evaluations and assessments in accordance with the standards and practices of the medical community and any relevant statute. Reports will be completed within 15 days of receiving the referral. Pre-commitment Competency Evaluations will be completed by reviewing the medical and legal records provided by the Court and/or Public Defender's office. A clinical interview/mental status examination will be conducted with the defendant to the degree the defendant cooperates. The initial competency evaluation may include, at no additional cost, an administration of the Forensic Assessment Instrument (FAI). Should any other appropriate third-party corroboration be required, the examiner will seek to access that information. When these steps are completed, the report will be generated, edited, and provided to the Court, the defense, and the prosecutor. Should the evaluator or officers of the court deem it necessary to complete standardized testing above and beyond the standard mental status examination or structured competency interview or complete other extensive investigative record review, the County will be charged the contracted standardized testing rate. Such additional testing will be only with the prior approval of the requesting county or state entity authorized to request. Should interpreter services be necessary, CONTRACTOR will inform the County of the need and will continue the evaluation once the County has provided interpreter services.
  3. Complete the evaluations and submit, within fifteen (15) working days of the referral, assuming required interpreter services are provided by the County when requested by CONTRACTOR, the associated reports to the requesting county or state entity who lawfully requested the evaluation. If the pertinent statutorily required records and reports have not been received within this time frame, the evaluation shall so reflect, and the defendant may be more fully evaluated upon receipt of the information. All reports prepared pursuant to this Attachment are to be treated as privileged communications unless and until they are filed with the appropriate court or authorized to be released by the defendant's attorney. Reports filed with the Court will be controlled as provided by Court rule.
  4. Attend Court hearings as requested by the Court, the Public Defender's office, Alternate Public Defender's Office, conflict attorneys or the District Attorney's office, per the contracted standardized testing rate. Attendance may occur via remote audio-visual procedures as allowed by the court.

5. Provide the necessary clerical support to prepare and maintain the documents/reports required pursuant to this Attachment and in accordance with its timeliness.
6. Conduct all evaluations through qualified Mental Health Professionals and provide appropriate coverage to meet all standards as outlined in this Attachment. CONTRACTOR acknowledges that the Mental Health Professional is not an employee of the County and that the County is not responsible for the supervision or control of the employment of the Mental Health Professional, nor his/her acts or omissions.
7. Allocate sufficient work hours of the Mental Health Professional to conduct the competency evaluations, mental health evaluations in the jail or by telehealth in conformance with relevant telehealth standards, if released to the community, perform the requested evaluations and assessments at an agreed upon location either via telehealth or in person interview. Preparation of the court reports will be included as time allocable to the County under this Attachment. CONTRACTOR personnel conducting business at the Washoe County Sheriff's Office Detention Center will immediately notify the Sheriff, where feasible, of all issues involving the safety or security of the facility.

#### **COUNTY'S RESPONSIBILITIES**

1. The County designates the County Manager or his/her designee as the person who will manage this Attachment and function as the contact person for CONTRACTOR.
2. The County through the Court, the Public Defender, Alternate Public Defender, conflict attorneys and/or their designee will make a written referral to CONTRACTOR for client competency evaluations. The County requires a court order for all competency evaluations. A court order or a signed consent is required for all other evaluations. A Court Order, or the Public Defender, Alternate Public Defender or conflict attorneys will provide CONTRACTOR with a Court Order or written authorization for the release of the defendant's medical and mental health records, signed by the attorney of record or by the defendant. The Public Defender, Alternate Public Defender or conflict attorneys shall also provide CONTRACTOR information in its possession concerning the defendant and the current criminal charges pending against the defendant.
3. The County shall provide access to and bear the costs of the facilities and equipment at the Washoe County Detention Facility, which are necessary to the performance of CONTRACTOR'S duties under this Attachment. This includes the remote audio-visual communication system currently utilized by the Washoe County Detention Facility and for in person assessments a confidential meeting room within the Washoe County Detention Facility. Or by telehealth means provided at the Washoe County Detention Facility by the CONTRACTOR. CONTRACTOR's telehealth quote is attached to the contract between the County and CONTRACTOR as Attachment F. Attachment F includes provisional costs of telehealth equipment and hardware, which was contemplated at the time of CONTRACTOR'S Proposal submission for RFP Number 3196-23. The cost of installation is not included within Attachment F. County agrees to bear the costs set forth in Attachment



F and to meet and confer with the CONTRACTOR to determine appropriate installation costs.

4. The County shall provide CONTRACTOR access to defendants, subject to the reasonable oversight and discretion of the Washoe County Sheriff, on a timely basis for interviews, questions, consultation, and other forms of participation under this Attachment.
5. The County will provide any interpreter services required for CONTRACTOR to complete the required evaluations. These interpreter services will be provided at the County's expense and are not reimbursable under this contract.
6. The County will provide access to defendant's medical records for the Mental Health Professional as needed for the purpose of ensuring properly informed evaluations. The Court shall enter an order to provide medical records, or the attorney shall procure a signed release from the defendant to allow examiners to access medical records at the jail to complete assessments. In the absence of a signed consent, a court order to access records should be provided. Should neither of these be provided the evaluation shall document that insufficient information was available to provide a complete assessment.

#### **FEEES FOR SERVICE**

1. CONTRACTOR will submit monthly invoices for work performed to the County Manager's office, invoices detailing the services rendered by evaluation, the client tracking number, the type of evaluation, the place of evaluation and the Mental Health Professional who conducted the evaluation.
2. The County shall pay CONTRACTOR for these services pursuant to the fees set forth in Attachment B and based on the monthly invoices submitted to them by CONTRACTOR within 30 days of receipt, provided the invoice contains sufficient specificity to enable the authorization of payment. The County reserves the right to withhold any payment if it is determined that the services described herein have not been provided or reported by the terms of this Attachment. However, payment is in no way contingent on any particular outcomes in cases or on any particular conclusions being reached concerning any assessments or other reviews of any kind done in connection with this agreement.

**ATTACHMENT B – COSTS**

1. Per Competency evaluation- \$650.00
2. Per Mental Health Court Evaluation- \$650.00
3. Per Mental Health Evaluation- \$650.00
4. Other Evaluations- To be identified by County and with pricing provided upon request
5. Expert testimony provided reimbursed at expert's hourly rate for government agencies, subject to approval by County.
6. Completion of standardized testing above and beyond the standard mental health examination, structured competency interview, or complete other extensive investigative record review, County will be charged the contracted standardized testing rate applicable to the particular testing involved and as mutually agreed upon on a case-by-case basis by County and Naphcare.

**ATTACHMENT C - INSURANCE, HOLD HARMLESS AND INDEMNIFICATION  
REQUIREMENTS FOR MENTAL HEALTH EVALUATIONS**

**INDEMNIFICATION**

CONTRACTOR Liability

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

CONTRACTOR further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of CONTRACTOR or its Sub-contractor in the performance of their CONTRACTOR services under the Agreement. CONTRACTOR shall maintain no obligation to defend or indemnify the COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by COUNTY's negligent acts, errors or omissions in the performance of its obligations under the terms of this agreement

General Liability

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

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

**GENERAL REQUIREMENTS**

COUNTY requires that CONTRACTOR purchase Industrial Insurance (Workers' Compensation), General and Auto Liability, and Professional Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by CONTRACTOR, its agents, representatives, employees or Sub-contractors. The cost of all such insurance shall be borne by CONTRACTOR.

## **INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-contractor by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If CONTRACTOR or Sub-contractor is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B627.

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

## **MINIMUM LIMITS OF INSURANCE**

CONTRACTOR shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location. CONTRACTOR's General Liability insurance is written on a claims-made basis.
2. Automobile Liability: N/A combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Professional Errors and Omissions Liability: \$1,000,000 per occurrence and as an annual aggregate. Premium costs incurred to increase CONTRACTOR'S insurance levels to meet minimum contract limits shall be borne by the CONTRACTOR at no cost to the COUNTY. CONTRACTOR's Professional Liability insurance is written on a claims-made basis.

CONTRACTOR will maintain GENERAL liability and PROFESSIONAL liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that CONTRACTOR goes out of business during the term of this Agreement or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Coverage for claims arising out of CONTRACTOR'S negligent acts, errors and omissions committed during the term of the General Liability and Professional Liability Policies.

## **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

## **OTHER INSURANCE PROVISIONS**

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

### 1. General Liability Coverages

- a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; or premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.
- b. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.
- d. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. CONTRACTOR'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

## **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that

the CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

### **VERIFICATION OF COVERAGE**

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

### **SUB-CONTRACTORS**

CONTRACTOR shall include all Sub-contractors as insureds under its policies or furnish separate certificates and endorsements for each Sub-contractor. Sub-contractor shall be subject to all of the requirements stated herein.

### **MISCELLANEOUS CONDITIONS**

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Sub-contractor, or anyone employed, directed or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-contractors under it.
3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
  - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR here under until CONTRACTOR demonstrates compliance with the requirements hereof;
  - b. Terminate the Agreement.

**ATTACHMENT D - CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

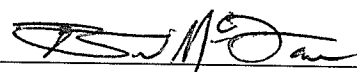
The prospective Proposer, NaphCare, Inc., certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Bradford T. McLane - Chief Executive Officer

\_\_\_\_\_  
Typed Name & Title of Authorized Representative



\_\_\_\_\_  
Signature of Authorized Representative

4/14/2023

\_\_\_\_\_  
Date

I am unable to certify to the above statement. My explanation is attached.

Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_



## **ATTACHMENT E FEDERAL CONTRACT PROVISIONS**

**The following are required to the extent applicable**

### **Debarment & Suspension**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Termination**

COUNTY has the right to terminate the Agreement without cause in accordance with Section 4, Termination, of the Contract between COUNTY and CONTRACTOR.

### **Compliance with Clean Air Act**

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the federal funding agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**Federal Water Pollution Control Act**

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the federal funding agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**Legal/Contractual/Administrative remedies for breach of contract**

Either Party may terminate this Agreement by written notice to the other Party if the other Party is in material breach or default of any provision of this Agreement and does not remedy such breach or default, or provide satisfactory evidence that such default will be expeditiously remedied, within thirty (30) days after being given such notice. In the event of such termination, County shall pay Consultant for all Services satisfactorily performed to the date of termination.

County, in its sole discretion, shall have the right to terminate this Agreement or suspend performance thereof for County's convenience upon written notice to CONTRACTOR, and CONTRACTOR shall terminate or suspend performance of services within thirty (30) days on a schedule acceptable to County. In the event of termination or suspension for County's convenience, County shall pay Consultant for all Services performed in accordance with the terms of this Agreement.

This contract may be amended to extend past the initial term stated in Article 2 by executing an amendment signed by both Parties.

In the event that the County's governing body fails to appropriate or budget funds for the purposes specified in this Agreement, or that the County's governing body has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes of this Agreement, this Agreement shall be terminated without penalty, charge, or sanction.

### **Procurement of Recovered Materials**

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
  - Competitively within a timeframe providing for compliance with the contract performance schedule;
  - Meeting contract performance requirements; or
  - At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

### **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

## ANTI- LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor, NaphCare, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



\_\_\_\_\_  
Signature of Contractor's Authorized Official

Bradford T. McLane, Chief Executive Officer

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

4/14/2023

Date

## **Equal Employment Opportunity**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### **Davis-Bacon Act and Copeland "Anti-Kickback Act"**

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with **the Copeland "Anti-Kickback" Act (40 U.S.C. 3145)**, as supplemented by Department of Labor regulations (29 CFR Part 3), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon

Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

- The number of employees of contractors and sub-contractors working on the project;
- The number of employees on the project hired directly and hired through a third party;
- The wages and benefits of workers on the project by classification; and
- Whether those wages are at rates less than those prevailing.

Contractor must maintain sufficient records to substantiate this information upon request.

### **Compliance with the Contract Work Hours and Safety Standards Act**

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The Federal funding agency, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such



contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

### **Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

### **Prohibition on Certain Telecommunications and Video Surveillance Services & Equipment**

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). The purchase, obligation, or contract for services of telecommunications equipment from the stated vendor is prohibited with federal funds. This includes entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

### **Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award (is not applicable to State and Local Fiscal Recovery Funds), provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts

and purchase orders for work or products under this award. For purposes of this section: “produced in United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and “Manufactured Products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass; including optical fiber; and lumber.

### **Solicitations to Women and Minority Owned Businesses**

The contractor must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. If subcontracts are to be let, these steps include:

- Placing qualified small and minority owned businesses and women’s business enterprises on solicitation lists;
- Assuring that, in the instance that solicitation lists are maintained, qualified small and minority businesses, and women’s business enterprises are placed on the list;
- The Nevada Department of Transportation provides a listserv of Women and Minority owned business and can be utilized at [ndot@dbesystem.com](mailto:ndot@dbesystem.com);
- When economically feasible, divide total requirements into smaller tasks or quantities to maximize small and minority businesses, and women’s business enterprises participation;
- Where the requirement permits, when establishing delivery schedules, encourage participation by small and minority businesses, and women’s business enterprises;
- Where available, use services and assistance of organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### **Access to Records**

Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the (Insert Pass-through entity if applicable) , COUNTY, and the [INSERT FEDERAL AGENCY], Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the [INSERT FEDERAL AGENCY], authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**Contract Changes or Modifications-** Must be agreed upon in writing and signed by both parties.

**Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders.

**No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**Fraud and False or Fraudulent Statements Or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

# Washoe County Telehealth

## Attachment F

### NaphCare Telehealth Quote

The plan is to setup an AIO in each AC(4 total) with two AIOs being setup on the hill, plus an additional two that will be on a rolling cart, for 7 total AIOs needed. Also, two iPad have been requested as well, with 1 being kept on the hill, and 1 being kept in the main building and moved around as needed.

#### **HARDWARE**

7 AIO Computers - \$1,350.00 each for a **total of \$9,450.00**

2 iPads – \$1,099.00 each for a **total of \$2,198.00** (If an iPad with the cellular data is purchased, it does have a monthly service plan price that will be incurred, or if you do Wi-Fi only, there are not any additional costs)

2 Mobile Stands For AIOs - \$751.99 Each for a **total of \$1,503.98**

Privacy Cover For AIOs – Start at \$75.00 for a **total of \$525.00**

**Total of Equipment - \$13,676.98**

#### **Network Setup**

The pcs will be placed next to the control room in the visitation room. Each location will need to have power ran to it, and also it will need network drops ran for each to be put on the County's network. I spoke with Lars and the R&D department, and this portion will be completed by the facility.

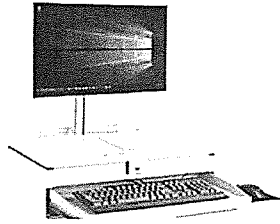
Below is an image of the rolling stand for the mobile carts for the AIOs, the iPads and the privacy cover.

# Washoe County Telehealth

Computer Cart for (1) 15"-27" Screen, Height Adjustable, Locking Drawer – Gray

SKU: DWMDC1M

Home Business Furniture Carts and Workstations Medical Computer Carts DWMDC1M



Email Pin it Share Tweet

5 out of 5 (3 Ratings)

- Locking Drawer with Keys
- Height Adjustable from 35" to 47"
- Wheeled Base
- Keyboard & Mouse Tray
- For 15" - 27" Screens

IN STOCK

Ships today if ordered within the next 4 hrs 17 mins.

Quantity	Price Each (USD)
1 - 4	\$751.99
5 - 15	\$733.99

Need a Quote?

1 ADD TO CART



STANDARD MONITOR HOOD

## Dell 23-inch OptiPlex

Price: \$75.50

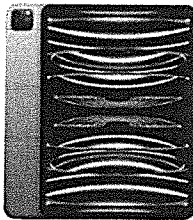
SKU: 112-DL-140-23

Select Hood Type:

- Office Monitor Hood
- Indoor-Outdoor Shade Hood

Make Slim Monitor Hood (6-inc

Make Dual Monitor Hood - \$170



Apple - 11-Inch iPad Pro (Latest Model) with Wi-Fi - Cellular - 256GB - Space Gray (Unlocked)

Model: MP572LL/A SKU: 6340503

Color: Space Gray



★★★★★ (27)

Get it tomorrow

**Pickup:** Order now for pickup on Tue, Feb 7 at Camelback  
See all pickup locations

**\$1,099.00**

4 free months of Apple News+ & 2 more

Add to Cart

Open-Box: from 5870.99