

## **HEALTH SERVICES AGREEMENT**

**THIS AGREEMENT** by and between Washoe County, Nevada (hereinafter referred to as “COUNTY”) and NaphCare, Inc., an Alabama corporation, (hereinafter referred to as “NaphCare”), is entered into and effective as of the 1<sup>st</sup> day of July, 2018 and shall continue for a period of two (2) years until June 30, 2020 with two (2) potential two (2)-year terms, in accordance with Article 8.1.

**WHEREAS**, the COUNTY owns and operates the Washoe County Detention Facility, located at 911 Parr Blvd., Reno, NV 89512 (hereinafter collectively referred to as “Facility”); and

**WHEREAS**, COUNTY has the obligation to provide for the health, safety, and welfare of all inmates incarcerated at the Facility; and

**WHEREAS**, the objective of COUNTY is to provide for the delivery of quality health care to all inmates at the Facility in accordance with applicable law; and

**WHEREAS**, COUNTY issued a Request for Proposals styled “Washoe County Request for Proposal #3042-17, Detention Facility Inmate Medical Services” which solicited proposals for the provision of inmate medical services at the Facility (hereinafter referred to as “RFP”); NaphCare submitted a responsible proposal in response to the RFP; and COUNTY selected NaphCare’s proposal for award of this Agreement; and

**WHEREAS**, NaphCare is in the business of providing correctional health care services and desires to provide such services for COUNTY under the terms and conditions hereof;

**NOW, THEREFORE**, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

### **ARTICLE 1: HEALTH CARE SERVICES**

1.1 General Engagement. COUNTY hereby engages NaphCare to provide and to arrange to provide for the delivery of medical care, mental health care and dental care to individuals under the custody and control of COUNTY and sentenced to or incarcerated at the Facility (“Inmates”), and NaphCare hereby accepts such engagement according to the terms and provisions hereof. In the provision of such services, NaphCare agrees to meet or exceed all constitutional standards of healthcare, and at a minimum to meet the Standards of the National Commission on Correctional Health Care.

1.2 Scope of General Services. NaphCare will provide on a regular basis professional medical, mental health, dental and related health care and administrative services for the Inmates, including a program for preliminary screening of Inmates upon arrival at the Facility, a comprehensive health evaluation of each Inmate following admission to the Facility, regularly scheduled sick call, nursing coverage, regular physician visits on site, infirmary care, hospitalization, medical specialty services, emergency medical care, medical records management, pharmacy services, health education and training services, a quality assurance

program, administrative support services, and other services, all as more specifically described hereinafter and in NaphCare's Proposal dated February 1, 2018 and in its revised Price Proposal dated May 9, 2018.

1.3 Services Provided in Accordance with Standards. NaphCare shall provide the services specified herein, which shall constitute reasonable health care services in accordance with the standards and/or requirements promulgated by (i) the National Commission on Correctional Health Care relating to health services in jails (hereinafter referred to as the "NCCHC"); (ii) the American Correctional Association relating to health services (hereinafter referred to as the "ACA"), and any other applicable state and federal statutes, including any other applicable Order of a Court.

1.4 Specialty Services. NaphCare will provide specialty services (e.g. radiology services, laboratory services, etc.) on site to the extent clinically possible. To the extent specialty care is required and cannot be rendered on site, NaphCare will make appropriate off-site arrangements for the rendering of such care. The parties hereby agree that NaphCare will not provide on-site dialysis services but will arrange for any necessary services off-site subject to the limitations set forth below. The costs of such off-site specialty services shall be the responsibility of NaphCare, subject to the limits on NaphCare's financial responsibility as described in Article 1.9 of this Agreement.

1.5 Emergency Services. NaphCare will be responsible to provide off-site emergency medical care to Inmates, to the extent required, through arrangements to be determined with local hospitals. NaphCare will provide for ambulance services for emergency circumstances involving Inmates, subject to the limits on NaphCare's financial responsibility as described in Article 1.9 of this Agreement. Routine transfers will be the responsibility of COUNTY in regards to off-site non-emergency medical treatment. NaphCare will provide emergency medical response to Inmates, visitors and Facility staff as necessary and appropriate on site.

1.6 Hospitalization Services. NaphCare will arrange for the admission of any Inmate, who in the opinion of the treating physician requires hospitalization and NaphCare will bear the costs of such Inpatient hospitalization, subject to the limits on NaphCare's financial responsibility as described in Article 1.9 of this Agreement.

1.7 Incorporation of RFP and Proposal. Except as otherwise agreed herein, the Washoe County Request for Proposal #3042-17, Detention Facility Inmate Medical Services and NaphCare's Proposal dated February 1, 2018 and revised Price Proposal dated May 9, 2018 shall become a part of this Agreement, copies of which are attached hereto as Exhibits A & B .

1.8 NaphCare Staffing. NaphCare shall provide weekly staffing at the Facility in accordance with the staffing matrix attached hereto as Exhibit C.

1.9 Individual Inmate Cap and Annual Aggregate Cap. NaphCare will be responsible for all off-site charges, which shall include inpatient and outpatient hospitalization (medical, surgical, dental and mental health), emergency room visits, ambulance services (including ground and air), specialty consults, physician fees, off-site dental fees, off-site treatment and diagnostics,

including dialysis, contracted laboratory and radiology services, outpatient procedures and surgeries, physical and occupational therapy, ancillary hospital services, follow-up physician services, per inmate fees paid to medical specialists (not site physicians included in staffing plan set forth in Exhibit C) for clinic services, long term off-site facility care and all other off-site fees for healthcare services rendered to an inmate, up to a cumulative total of \$30,000.00 per inmate per contract year with a \$400,000.00 annual aggregate cap or with no annual aggregate cap. Such amount is subject to prorating for contract periods that are less than twelve months. Any diagnostic tests (i.e., laboratory, radiology, etc.) performed inside the Facility will not be factored into the Individual Inmate Cap. Off-site dialysis will not be factored into the Individual Inmate Cap unless the inmate has been hospitalized and exceeded the cap.

NaphCare will pay provider and facility claims for services rendered, regardless of whether they are above or below the annual per inmate limit, and will bill the County for any charges over \$30,000.00. Any such bill must be submitted by NaphCare to the County within six (6) months from the date that NaphCare receives the bill from the third party provider. The County shall not be responsible for paying or reimbursing NaphCare for any bills submitted after this six (6) months period of time. The County shall pay NaphCare within 45 days of receipt of invoice.

1.10 Pharmaceutical Services Except as provided in 1.11, NaphCare shall be responsible for providing all prescription and non-prescription medications as well as intravenous solutions that are currently FDA approved in accordance with all local, state, and federal rules, regulations, and laws, unless otherwise noted herein. Regular prescriptions will be provided within twenty-four (24) hours of the original physician's order. NaphCare will keep a supply of critical medications on site to treat conditions such as cardiac disease, hypertension, seizure disorders, as well as antibiotics for infection.

1.11 Exceptions to Treatment. In addition to other provisions excluded pursuant to this Agreement, NaphCare will not be responsible for any medical testing or obtaining samples which are forensic in nature, except as required by local, state, or federal statute or regulation or by Court Order. Revisions of applicable statute or regulation pertaining to medical testing or obtaining samples, which are forensic in nature, which occur during the term of this Agreement, will be considered a further obligation of NaphCare; however, if such revisions result in increased cost to NaphCare, the parties agree to discuss same and reimbursement to NaphCare. NaphCare will not be responsible for costs associated with the transportation of inmates for off-site non-emergency health care treatment. NaphCare will not be financially responsible for costs associated with transplants and/or experimental procedures. NaphCare will not be financially responsible for any costs incurred after an inmate is released from COUNTY's custody. NaphCare will not be responsible for the provision of elective medical care to inmates. NaphCare will not be responsible, financially or otherwise, for providing health care services to an infant following birth. NaphCare shall not be responsible for arranging or providing an abortion to any Inmate. NaphCare will not be responsible for the costs of Hepatitis C prescription drugs but will supply said medications as necessary and invoice COUNTY for the costs of same. NaphCare will not be responsible for blood factor/hemophilia drugs. Additionally, NaphCare shall not be responsible for any costs associated with any Medication-Assistance Treatment

(MAT) injectable medication(s). Costs associated with these drugs and/or services will pass through to the COUNTY for reimbursement to NaphCare.

1.12 Pre-existing Conditions. CONTRACTOR shall be responsible for, but not limited to, the following services which will be required for off-site prisoner care situations subject to the limitations set forth herein.

A. Pre-Existing Conditions:

1. Pre-existing conditions are defined as injuries incurred during the commission of a public offense, injuries incurred during arrest for commission of a public offense, or injuries or illnesses that have been treated prior to the prisoner being in custody.
2. Payment for follow-up treatment for pre-existing illnesses or injuries contracted or incurred by a prisoner prior to being in custody and previously treated prior to being in the Facility will not be the responsibility of CONTRACTOR.
3. In the event the necessary level of care due to a pre-existing condition escalates while in custody, the provision and payment for such care shall be the responsibility of the CONTRACTOR, to the extent services are rendered on-site. CONTRACTOR shall not be financially responsible for off-site care related to a pre-existing condition.
4. Coordination for follow-up treatment of pre-existing illnesses or injuries previously treated prior to being in the Facility will be the responsibility of CONTRACTOR.

1.13 Change in Standard of Care or Scope of Services. The price in Article 9, below, reflects the scope of services as finally agreed upon by the parties to this Agreement. Should any new treatments, community standards of care, drug classes or diagnostic tests be mandated by community health care standards, or should COUNTY request a change in the scope of services, and NaphCare's complying with these changes results in an increase in cost to NaphCare, coverage of costs related to such changes are not covered in this Agreement and the parties agree to negotiate the price of any increased cost. Prior to such negotiation, NaphCare agrees to provide COUNTY information sufficient to evaluate the scope and necessity of and any increase in cost.

During the course of the contract, either party may issue requests for changes in the contract. This shall take the form of a Change Proposal, which, if accepted by both parties, shall be executed as a change to the contract, which will thereby be amended to the extent of the change.

## **ARTICLE 2: PERSONNEL**

2.1 Incorporation of NaphCare Proposal. NaphCare will provide medical, mental health, dental, technical and support personnel necessary for the rendering of health care services to

inmates as contemplated herein. The health care staff will be at levels consistent with those identified in Exhibit C to this Agreement. NaphCare will make payroll records and time records available to COUNTY, upon request, to enable COUNTY to audit compliance with the staffing plan.

2.2 Provision of Personnel. NaphCare shall provide medical, dental, mental health, nursing, technical and support personnel as necessary for the rendering of health care services to inmates at the Facility as described in NaphCare's Proposal attached hereto as Exhibit B, staffing summary attached hereto as Exhibit C and as required by this Agreement.

- A. This staffing pattern as described in Exhibit C shall be required under this Agreement. Should COUNTY add new locations or services to those covered under this Agreement which result in staffing cost increases to NaphCare, NaphCare may seek compensation adjustment from COUNTY, which shall not be unreasonably withheld.
- B. NaphCare shall retain as many current health care personnel working at the Facility as practicable to remain on the job and to help maintain continuity and consistency of the services required by this Agreement. COUNTY shall allow NaphCare to conduct on-site interviews as necessary.

2.3 Licensure, Certification and Registration of Personnel. NaphCare ensures that all personnel provided or made available by NaphCare to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable law. If requested by COUNTY, NaphCare shall provide to the appropriate, designated officer or department a copy of the license, certificate or registration of personnel employed by NaphCare.

2.4 COUNTY's Satisfaction with HealthCare Personnel. If COUNTY should become dissatisfied with any health care personnel provided by NaphCare, COUNTY will give written notice to NaphCare of its reasons for dissatisfaction, except as noted in Article 2.4(A), below. NaphCare agrees to cooperate with COUNTY and respond to inquiries or complaints about its personnel, including lack thereof, or contractors in a timely manner, should COUNTY have security or other concerns about NaphCare's employee's and/or contractors' fitness or ability to perform at the Facility. NaphCare will exercise its best efforts to resolve the problem or other concerns, including lack of personnel. And, if the problem involving fitness or ability is not resolved, NaphCare will remove the individual according to NaphCare's personnel policy or independent contractor agreement.

- A. All NaphCare personnel, subcontractors, and agents shall meet minimum standards as determined by COUNTY prior to receiving a security clearance to enter the Facility. If, at any time during the course of their employment or contract engagement, any NaphCare employee or subcontractor engages in conduct (either on or off duty) which threatens the security of the Facility or would otherwise render that person ineligible for a security clearance, notwithstanding any other provision of this Agreement, COUNTY reserves the right to withdraw that person's security clearance and shall immediately notify NaphCare.

B. Initial and continued assignment of staff and subcontractors by NaphCare shall be subject to approval of COUNTY. All persons employed by NaphCare or its subcontractors shall not be deemed to be the employees of COUNTY by reason of any provision of this Agreement.

C. NaphCare shall continuously maintain personnel files (or copies thereof) of all employees assigned to the Facility.

2.5 Staffing Penalties. Should NaphCare leave any full time equivalent position vacant (unstaffed) for a period of thirty (30) days or more, NaphCare agrees to pay the COUNTY a staffing credit (applied retroactively to the date the vacancy commenced) in the amount of the actual compensation cost of the vacant position. A staffing position shall be deemed filled when NaphCare is paying an employee to fill the position. Compensation will be calculated using the hourly rate of the position (including benefits) multiplied by the number of hours that the position is not filled by NaphCare. The liquidated damages shall be deducted from the amount owed by COUNTY to NaphCare the following month. NaphCare will provide a report of unstaffed hours to the COUNTY Project Manager by the 15<sup>th</sup> calendar day of each month.

2.6 Use of Inmates in the Provision of Health Care Services. Inmates will not be employed or otherwise engaged in the direct rendering of any health care services.

2.7 Subcontracting and Delegation. In order to satisfy its obligations hereunder, NaphCare will engage certain health care professionals as independent contractors rather than as employees, and COUNTY expressly consents to such subcontracting or delegation within the limits specified in Article 2.4(A) above. As the relationship between NaphCare and these health care professionals will be that of independent contractor, NaphCare will not be considered or deemed to be engaged in the practice of medicine or other profession's practices by these professionals, and NaphCare will not exercise control over the manner or means by which these independent contractors perform their professional duties. However, these professional independent contractors shall provide professional insurance as required and specified in Article 10 of this Agreement. NaphCare shall provide a copy to COUNTY upon request. Further, any actions/omissions of these independent contractors are still subject to indemnification by NaphCare as described in Article 10.3 herein.

2.8 Discrimination. NaphCare agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1984 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities, or the Nevada Revised Statute (NRS) 613.330 Equal Employment Opportunity.

### **ARTICLE 3: ACCREDITATION**

3.1 Use of Accreditation Standards. As represented in its Proposal, NaphCare agrees to operate and maintain health care systems at the Facility that meet the accreditation standards of the NCCHC and relevant accreditation standards of the ACA.

3.2 NCCHC Accreditation. The Facility is currently accredited by NCCHC. NaphCare agrees to maintain NCCHC accreditation at the Facility for the term of this Agreement, and any extensions thereof.

3.3 ACA Accreditation. In the event COUNTY pursues ACA accreditation of the Facility, NaphCare agrees to affirmatively support and actively participate in COUNTY's pursuit of such accreditation with respect to the ACA medical services standards.

### **ARTICLE 4: EDUCATION AND TRAINING.**

4.1 Inmate and Staff Health Education. NaphCare will conduct an ongoing health education program for Inmates and correctional officers at the Facility toward the objective of raising the level of Inmate health and health care. This health care education program will include, at COUNTY'S request, programs in first aid, signs and symptoms of chemical dependency, reactions to medical emergencies, a mental health/suicide prevention program, contagious diseases, and any other programs identified by the Facility or COUNTY.

### **ARTICLE 5: REPORTS AND RECORDS**

5.1 Medical Records. NaphCare will cause to be maintained a comprehensive, accurate medical record for each inmate who has received health care services. This medical record will be maintained pursuant to applicable law and will be kept separate from the inmate's confinement record. A summary of the applicable medical record will be available to accompany any inmate who is transferred from the Facility to another location for off-site services or who is committed permanently or temporarily to another correctional facility. Medical records will be kept confidential, and NaphCare will follow COUNTY's policy with regard to access by inmates and Facility staff to medical records, subject to applicable law regarding confidentiality of such records. No information contained in the medical records will be released by NaphCare except as provided by COUNTY's policy, by a court order, or otherwise in accordance with applicable law. Inmate medical records are and will remain the property of COUNTY.

5.2 Electronic Medical Records. NaphCare will implement the keeping of inmate medical records in electronic format using NaphCare's *TechCare*® electronic healthcare record system. This electronic medical record system will be fully functional no later than day one.

5.3 Regular Reports by NaphCare to COUNTY. NaphCare shall provide to COUNTY, on a date and in a form mutually acceptable to NaphCare and COUNTY, monthly and annual reports relating to care and services rendered under this Agreement. Such reports shall be submitted on

a regular, periodic, or on an as-requested basis, to be determined by the mutual agreement of NaphCare and COUNTY.

5.4 Regular Reports by NaphCare to COUNTY. NaphCare shall provide to COUNTY, on a date and in a form mutually acceptable to NaphCare and COUNTY, monthly and annual reports relating to care and services rendered under this Agreement. Such reports shall be submitted on a regular, periodic, or on an as-requested basis, to be determined by the mutual agreement of NaphCare and COUNTY. All reports shall be provided to:

COUNTY: Washoe County Sheriff  
Detention Bureau  
911 Parr Blvd.  
Reno, NV 89512

With a copy to: Pamela Mann CTPM, CPP  
Purchasing & Contracts Manager  
Washoe County | [PMann@washoecounty.us](mailto:PMann@washoecounty.us)  
Phone – (775) 328-2281  
1001 E. Ninth Street, Bldg. D, Reno, NV 89512  
P.O. Box 11130, Reno, NV 89520

5.5 NaphCare Records Available to COUNTY with Limitations on Disclosure. Subject to Article 5.1 and 5.3, NaphCare shall make available to COUNTY, at COUNTY's request and at no cost, all records, documents and other papers relating to the direct delivery of health care services to inmates hereunder if the delivery of health care services to an inmate that is an issue in any claim or litigation by or against COUNTY, NaphCare, or their agents, contractors, or employees. COUNTY understands that many of the systems, methods, procedures, written materials, computer programs and other controls employed by NaphCare in the performance of its obligations hereunder are proprietary in nature and will remain the property of NaphCare. During the term of this Agreement and after its termination, information and/or documentation concerning this proprietary material may not be used, distributed, copied, or otherwise utilized by COUNTY except as required by law.

5.6 COUNTY's Records Available to NaphCare with Limitations on Disclosure. During the term of this Agreement, and for a reasonable time thereafter, COUNTY will provide NaphCare, at NaphCare's request, COUNTY's records relating to the provision of health care services to inmates as may be reasonably requested by NaphCare or as are pertinent to the investigation or defense of any claim related to NaphCare's conduct and performance. Consistent with applicable law, COUNTY will make available to NaphCare such records as are maintained by COUNTY, hospitals and other outside health care providers involved in the care or treatment of inmates, to the extent COUNTY has any control over those records, as NaphCare may reasonably request. Any such information provided by COUNTY to NaphCare that COUNTY considers confidential shall be kept confidential by NaphCare and shall not, except as may be required by law, be distributed to any third party without the prior written approval of COUNTY.



## **ARTICLE 6: SECURITY**

6.1 General. NaphCare and COUNTY understand the importance of security services to the safety of the agents, employees and subcontractors of NaphCare as well as for the security of inmates and COUNTY's staff, consistent with the correctional setting. Accordingly, both COUNTY and NaphCare will cooperate with each other in addressing security issues. COUNTY will use reasonable efforts to provide sufficient security to enable NaphCare and its personnel to safely and adequately provide the health care services described in this Agreement, however, nothing herein shall be construed to make COUNTY, its deputies or employees a guarantor of the safety of NaphCare's employees, agents or subcontractors, including their employees.

6.2 Security Override. In the event that NaphCare recommends health care services for any inmate or NaphCare recommends that an inmate be sent off-site for medical services, COUNTY and/or COUNTY will not interfere or override NaphCare's health care recommendations.

6.3 Security During Transportation Off-Site. COUNTY will provide security in connection with the transportation of any inmate between the Facility and any other location for off-site services.

## **ARTICLE 7: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES**

7.1 General. COUNTY agrees to provide NaphCare with office space, Facility, equipment (to the extent specified in Exhibit B), and utilities at the Facility sufficient to enable NaphCare to perform its obligations pursuant to this Agreement. COUNTY shall be responsible for providing substitute space, if reasonably available and necessary, should NaphCare recommend that the designated Facility are inadequate for the purposes hereof or that the designated medical Facility become unsafe for any reason.

7.2 NaphCare will install, maintain, and support an information technology infrastructure within the facility. This infrastructure will be utilized only by NaphCare's staff to support the provision of healthcare services within the facility. Pre-existing COUNTY information technology resources including computers, printers, network accounts, etc. will be discontinued for healthcare staff. In addition, all COUNTY computer equipment will be removed from the work areas of healthcare staff in order for NaphCare IT provided equipment to be installed and utilized during the term of this Agreement.

7.3 Delivery of Possession. COUNTY will provide to NaphCare, beginning on the date of commencement of this Agreement, possession and control of all supplies, medical equipment, and office equipment in place at the Facility health care unit which are COUNTY's property or in the possession of COUNTY. At the termination of this Agreement, NaphCare will return to COUNTY possession and control of all medical equipment and office equipment, in working order, reasonable wear and tear excepted, which were in place at the Facility's health care unit prior to the commencement of services under this Agreement. Any equipment purchased under the Agreement shall be the property of COUNTY and shall remain on-site at the termination of the Agreement. All supplies purchased for the performance of the Agreement shall be the property of COUNTY and shall remain on-site at the termination of the Agreement.

7.4 Equipment. NaphCare will be responsible for the cost of new and/or replacement equipment. NaphCare will be responsible for ongoing repair and maintenance of all medical and office equipment provided and owned by COUNTY for use by NaphCare under this Agreement. Medical equipment, computers, printers and other office equipment purchased by NaphCare during the term of this Agreement will remain the property of NaphCare upon termination of this Agreement.

7.5 General Maintenance Services. COUNTY will provide for each inmate receiving health care services the same services and Facility provided by COUNTY for all inmates at the Facility including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

## **ARTICLE 8: TERM AND TERMINATION OF AGREEMENT**

8.1 Term. This Agreement shall commence at 12:00 A.M. on July 1, 2018. The initial term of this Agreement shall be for two (2) years, ending at 11:59 P.M. on June 30, 2020, with an option for two (2) additional two (2)-year terms at the sole discretion of the COUNTY.

8.2 Termination. Notwithstanding the provisions of Article 8.1, this Agreement may be sooner terminated on the first to occur of the following:

- A. Termination for Default. COUNTY shall give notice to NaphCare that NaphCare has materially defaulted in the performance of any of its obligations hereunder and such default shall not have been cured within thirty (30) days following the giving of such notice in writing, the party giving notice shall have the right to immediately terminate this Agreement.
- B. Termination Without Cause. NaphCare may terminate this Agreement without cause by providing not less than one hundred eighty (180) days prior written notice to COUNTY. COUNTY may terminate this Agreement without cause by providing not less than one hundred eighty (180) days prior written notice to NaphCare. Notice hereunder shall be provided pursuant to Article 11.3 of this Agreement.
- C. Funding. In the event the COUNTY fails to obligate requisite funds for any ensuing fiscal year(s) for payment of amounts due against this Agreement, necessitating cancellation of the Agreement, NaphCare shall, upon receipt of a ninety (90) days written notice, agree to hold the COUNTY free from any charge or penalty.

8.3 Responsibility for Inmate Health Care. Upon termination or expiration of this Agreement, all responsibility for providing on-site health care services to all inmates will be immediately transferred from NaphCare to COUNTY.

8.4 Payment for Services Performed. In the event that this Agreement is terminated for any reason, COUNTY agrees to pay NaphCare for services actually performed through the date of termination.

**ARTICLE 9: COMPENSATION**

9.1 Base Compensation. COUNTY will pay NaphCare as follows for the initial term of the agreement (July 1, 2018 – June 30, 2020), payable in equal monthly installments:

Year 1 (July 1, 2018 – June 30, 2019)	\$ 7,051,900.44
Year 2 (July 1, 2019 – June 30, 2020)	\$ 7,051,900.44

NaphCare will bill COUNTY by the first day of the month for which services will be rendered, and COUNTY agrees to pay NaphCare on or before the last day of the month in which services are rendered. In the event this Agreement should terminate on a date other than the end of a calendar month, compensation to NaphCare will be pro-rated accordingly for the shortened month.

9.2 Renewal Period Base Compensation. Base compensation for the optional renewal periods subsequent to the initial two (2) year term of this Agreement will be negotiated by NaphCare and COUNTY prior to the commencement of the renewal term. Proposed pricing increases for each renewal term shall not exceed 7% of the previous term’s total amount. Requests for pricing increases shall require written justification from NaphCare. Consideration and approval will be at the sole discretion of COUNTY. Requests must be submitted in writing to the COUNTY no less than one hundred eighty (180) days prior to the expiration of the current agreement period.

9.3 Changes in the Law. If any statute, rule or regulation is passed, or any order issued, or any statute or guideline adopted or interpretation made, or additional Facility opened, that materially changes the scope of services or increases the cost to NaphCare of providing health care services hereunder, NaphCare and COUNTY agree to negotiate additional compensation to be paid by COUNTY to NaphCare as a result of such changes. Prior to negotiation, NaphCare agrees to provide COUNTY information sufficient to evaluate the scope and necessity of and any increase in cost.

**ARTICLE 10: LIABILITY AND RISK MANAGEMENT**

10.1 Insurance. COUNTY, its officers, agents, employees and volunteers are to be covered as insured’s as respects: vicarious liability arising solely and entirely out of the rendering of or failure to render professional services directly by an insured professional and provided that the alleged acts or omissions giving rise to the liability are otherwise covered by the policy. Each additional insured shall not have its own insurance coverage, but shall share in the coverage of the insured whose acts or omissions gave rise to the liability of the additional insured.

**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.

**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 NaphCare and insurance carrier. COUNTY reserves the right to require that the NaphCare'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:** NaphCare 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:** NaphCare shall include all independent Sub-contractors as insured's 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. NaphCare shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by NaphCare, any Sub-contractor, or anyone employed, directed or supervised by NaphCare.
2. Nothing herein contained shall be construed as limiting in any way the extent to which NaphCare 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 NaphCare 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 NaphCare to stop work under this Agreement and/or withhold any payments which become due NaphCare here under until NaphCare demonstrates compliance with the requirements hereof;
  - B. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of NaphCare under this Agreement if NaphCare is unable to comply with the insurance requirements, and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - C. Terminate the Agreement.

NaphCare shall purchase and maintain in force at all times during the term of this Agreement, insurance with limits not less than indicated below.

- A. Commercial General Liability Insurance: The minimum acceptable limits of liability insurance to be provided by such general liability insurance shall be as follows:

- Bodily Injury/Property Damage Insurance with limits of \$1,000,000 for each occurrence and a \$3,000,000 general aggregate.
- B. Professional Liability Insurance: The minimum acceptable limits of liability to be provided by such professional liability insurance shall be as follows:
- \$1,000,000 per medical incident
  - \$3,000,000 per annual aggregate per physician/dentist or other contractor insured
  - \$5,000,000 per annual aggregate for corporate ancillary personnel
  - NaphCare will maintain professional liability insurance during the length of this Contract and any subsequent contracts, and for a period of five (5) years from the termination date of this Contract.
  - NaphCare shall maintain the existing retroactive date on all future policies with the same insurance company and shall attempt to do so if NaphCare changes insurance companies. In the event that NaphCare goes out of business during the term of this Contract or the subsequent five year period, NaphCare shall purchase coverage for claims which occurred during the period that coverage was in effect but may be reported after the expiration of the normal term of the insurance policy. Proof of payment shall be required of the NaphCare. Premium costs to increase NaphCare's insurance levels to meet minimum contract limits shall be borne by the NaphCare at no cost to COUNTY.
- C. Automobile Liability Insurance:
- Bodily Injury/Property Damage  
Per Occurrence: \$1,000,000
- D. Umbrella (excess liability policy) or additional limits on foregoing risks:
- \$1,000,000.
- E. Workers Compensation Insurance:
- It is understood and agreed that there shall be no Industrial Insurance coverage provided for NaphCare or any Sub-contractor by COUNTY. NaphCare 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.
  - Should NaphCare be self-funded for Industrial insurance, NaphCare 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.
  - NaphCare shall maintain workers compensation and employers liability insurance. Workers' compensation shall meet all statutory requirements of the states in which NaphCare operates and provides coverage under this agreement.

The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. NaphCare waives all rights against COUNTY and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employers liability or commercial umbrella liability insurance obtained by NaphCare.

10.2 Hold Harmless. To the fullest extent permitted by law, NaphCare agrees to indemnify, defend and hold harmless COUNTY, its agents, officers and employees, from and against all loss or expense, including but not limited to reasonable attorney's fees, for bodily injury, including death, and property loss or damage arising out of any wrongful act, negligence, or omission of NaphCare, its agents, employees or subcontractors. NaphCare will have no obligation to indemnify, defend and hold harmless COUNTY, its agents, officers and employees for any injury or damage cause by or resulting from the wrongful act solely cause by the negligence, or omission of COUNTY, its agents, employees or subcontractors. NaphCare's obligations pursuant to this provision will not apply to any claim, liability, cost or expense incurred in connection with treatment of any Inmate's injury if such treatment occurred prior to the Inmate's custody by COUNTY or at any time the inmate was outside COUNTY's custody. NaphCare's obligations pursuant to this provision will not apply to any claim, liability, cost or expense solely caused by the acts or omissions of any of COUNTY officers, agents, or employees which prevent an inmate from receiving medical care as directed by NaphCare. COUNTY shall promptly notify NaphCare of any incident, accident, claim or lawsuit of which COUNTY becomes aware that does or may potentially involve NaphCare, and shall fully cooperate in the defense of such claim. NaphCare may retain sole control of the defense while the action is pending should it so choose. NaphCare further agrees to indemnify, defend and hold harmless COUNTY, its agents, officers and employees from and against all claims or liability for compensation arising out of injuries sustained by any employee or agent or subcontractor or subcontractor's employee of NaphCare. NaphCare further agrees to indemnify, defend and hold harmless COUNTY, its agents, officers and employees from and against all claims or liability for compensation arising out of costs, damages, expenses, fines, penalties (including legal fees and costs), or other liabilities, resulting from or related to the creation, use, receipt, storage and/or transmission of PHI under HIPAA, state privacy laws, and/or any other foreign or domestic, federal, state or local law or regulation. NaphCare acknowledges sole responsibility for the maintenance and security of PHI and HIPPA protected data. This provision shall survive the termination or expiration of this Agreement.

10.3 Indemnity. NaphCare shall indemnify, and save harmless the COUNTY, the Sheriff, and all County Agencies, including public officials, and employees acting in the course of their employment (the "Indemnified Parties"), from any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise from the related NaphCare's performance of the work required under this Agreement and including NaphCare's employees and agents, provided, however, that NaphCare shall have no obligation to indemnify the COUNTY, the Sheriff, and/or all COUNTY Agencies, to include any employees, agents or contractors for any losses, damages and/or injury arising out of or resulting from a negligent or intentional act or acts or other omission(s) attributable to the COUNTY or its agents, or for any

claim arising out of: (1) the COUNTY, its employees or agents preventing an inmate from receiving medical care ordered by NaphCare or its agents or (2) failure by the COUNTY, its employees or agents to exercise good judgment in promptly presenting an ill or injured inmate to NaphCare for treatment. NaphCare's obligation under this Article includes the indemnification of the Indemnified Parties from any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise from a Breach of NaphCare's EMR System, and any and all copyright claims, damages, lawsuits, costs, judgments, expenses or liabilities associated with NaphCare's use of the EMR System.

In settling any claim made against at least one Indemnified Party, NaphCare shall use Reasonable Efforts to have any and all Indemnified Parties dismissed as a party rather than have a settlement entered against the Indemnified Parties. "Reasonable Efforts" means, with respect to a given obligation, the efforts that a reasonable person in NaphCare's position would use to comply with that obligation as promptly as possible.

The terms of this Article shall survive termination of this Agreement.

## **ARTICLE 11: MISCELLANEOUS**

11.1 Independent Contractor Status. The parties acknowledge that NaphCare is an independent contractor. Nothing in this Agreement is intended, nor shall be construed to create, an agency relationship, an employer/employee relationship, or a joint venture relationship among the parties.

11.2 Assignment and Subcontracting. Except as provided in Article 2.7, NaphCare shall not assign this Agreement, or any of its rights or obligations under this Agreement, without the express written consent of COUNTY, which consent shall not be withheld provided the assignee is a qualified provider of services such as those to be provided hereunder and shall have equal or more financial resources than NaphCare. Any such assignment or subcontract shall include all of the obligations contained in this Agreement. The parties hereby agree that various independent contractors serving as medical providers will be utilized in carrying out the obligations contained in this Agreement.

11.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

NaphCare:                    James S. McLane  
   Chief Executive Officer  
   NaphCare, Inc.  
   2090 Columbiana Road, Suite 4000  
   Birmingham, Alabama 35216

With a copy to:            [legal.department@naphcare.com](mailto:legal.department@naphcare.com)

COUNTY: Washoe County Sheriff  
Detention Bureau  
911 Parr Blvd.  
Reno, NV 89512

With a copy to: Pamela Mann CTCM, CTPM  
Purchasing & Contracts Manager  
Washoe County | PMann@washoecounty.us  
Phone - (775) 328-2281  
1001 E. Ninth Street, Bldg. D, Reno, NV 89512  
P.O. Box 11130, Reno, NV 89520

Notices shall be effective upon receipt.

11.4 Governing Law and Venue. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. Any litigation arising out of this Agreement shall be brought in a State Court in Washoe County, Nevada and/or in the United States District Courts for the District of Nevada.

11.5 Amendment. This Agreement may be amended or revised if approved by authorized parties, only in writing, and signed by all parties to this Agreement.

11.6 Waiver of Breach. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

11.7 Other Contracts and Third-Party Beneficiaries. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of any non-party who might otherwise claim to be deemed to constitute a third-party beneficiary hereof.

11.8 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect.

11.9 Force Majeure. Neither party shall be held responsible for any delay or failure in performance, other than payment obligations and provision of medical, mental health, dental, and nursing services, to the extent that such delay or failure is caused by fire, riot, flood, explosion, war, strike, embargo, government regulation, civil or military authority, or act of God.

11.10 Effect of This Agreement. This Agreement, including the attachments, and documents previously incorporated herein as the Proposal and Exhibits, constitutes the complete understanding between the parties with respect to the terms and conditions set forth herein and supersede all previous written or oral agreements and representations. This Agreement may be



modified only in a writing that expressly references this Agreement and is executed by all of the parties hereto.

11.11 Survival. The provisions of this Agreement pertaining to the obligation to pay for services rendered pursuant to this Agreement shall survive the termination of this Agreement.

11.12 TechCare. NaphCare will provide its proprietary electronic medical records software system (“software”) commonly referred to as “TechCare” for use in the Facility. NaphCare shall maintain ownership of this software and COUNTY shall be entitled to quantitative and select information as required by COUNTY. At the termination or expiration of this Agreement, NaphCare shall remove the software. All inmate medical information contained by the software should be provided to COUNTY in some media format acceptable to COUNTY’s new provider.

During the term of the Agreement, COUNTY shall keep this software and all information pertaining to it confidential at all times. Furthermore, COUNTY agrees that it will not:

- (i) Lease, loan, resell, sublicense or otherwise distribute the software to parties who are not COUNTY governmental entities;
- (ii) Permit third-party access to, or use of, the software, except as permitted in within this Agreement;
- (iii) Create derivative works based on the software;
- (iv) Reverse engineer, disassemble, or decompile the software; or
- (v) Remove any identification or notices contained on the software.

COUNTY and/or Facility will notify NaphCare in the event either party becomes aware of any unauthorized third-party access to, or use of, the software.

Naphcare shall be responsible for providing a firewall, maintenance, backup data, virus corruption, and licenses for this software.

11.13 Enforcement. In the event any party incurs legal expenses or costs to enforce the terms of this Agreement, each party shall be responsible for its own costs.

11.14 Compliance with Laws. The parties hereto expressly acknowledge that it has been, and continues to be, their intent to comply fully with all federal, state and local laws, Court Orders, rules, and regulations. In the event of any legislative or regulatory change or determination, whether federal or state, that has or would have a significant adverse impact on either party thereto in connection with the performance of its obligations, or should any party be deemed for any reason to be in violation of any statute or regulation arising from this Agreement, this Agreement shall be renegotiated to comply with the applicable provisions of then current law.

11.15 Confidentiality. It is understood that in the course of the engagement established under

this Agreement, each party may learn of or obtain copies of confidential or proprietary software, systems, manuals, documents, protocols, procedures, or other materials developed by or belonging to the other party, and not generally available to the public (hereinafter referred to as “Confidential Information”). All Confidential Information shall be and remain the property of the party originally having ownership thereof. Neither party will, without the express written consent of the other party, use the Confidential Information of the other party, except as expressly contemplated by this Agreement, and the receiving party shall cease all use of the other party’s Confidential Information upon the termination or expiration of this Agreement. Except as required by law or legal process, each party shall maintain the confidentiality of the Confidential Information provided hereunder, and shall not disclose such information to third parties. This provision shall survive the termination or expiration of this Agreement.

11.16 Compliance with Applicable Laws. Should COUNTY be awarded federal funds of which a portion are used in relation to this Agreement, then NaphCare’s performance under this Agreement shall be in accordance with the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance and attached hereto as Exhibit D (the “Required Contract Provisions”).

**IN WITNESS WHEREOF**, the parties have executed this Agreement in their official capacities with legal authority to do so.

**NAPHCARE, INC**

**COUNTY**

By: James S. McLane  
Its: Chief Executive Officer

By: Pamela Mann, CTPM, CPP  
Its: Purchasing and Contracts Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT A**

Washoe County Request for Proposal #3042-17, Detention Facility Inmate Medical Services

**EXHIBIT B**

NaphCare's Proposal dated February 1, 2018 and revised Price Proposal dated May 9, 2018

**EXHIBIT C**

<b>NaphCare Staffing Washoe County, NV</b>	
<b>Position Title</b>	<b>FTE</b>
Health Services Administrator (RN)	1.000
DON (RN)	1.000
Medical Director	1.000
NP/PA Clinic	1.400
Intake Nurses (RN) - Medical/Mental Health	2.100
Intake EMT	4.200
Charge Nurse (RN)	4.200
Registered Nurse (Sick Call)	1.750
AC-4 Nurse (LPN)	2.100
Mental Health Professional	3.100
Psych RN	1.000
Discharge Planner	1.000
Psychiatrist	1.250
Administrative Assistant	2.000
Medical Assistant/Phlebotomist	2.400
Dentist	0.400
Dental Assistant	0.400
Medication Nurses (LPN)	4.200
OB/GYN Clinic	0.100
<b>Night Shift</b>	
Intake Nurses (RN) - Medical/Mental Health	2.100
Intake EMT	4.200
Charge Nurse (RN)	2.100
Medication Nurses (LPN)	4.200
AC-4 Nurse (LPN)	2.100

**Total FTEs      49.300**

## **EXHIBIT D**

### **Required Contract Provisions Incorporated by Reference**

#### **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). 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 sub recipient 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.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient 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 sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants 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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

**END OF CONTRACT**