

## AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into between Washoe County, a political subdivision of the State of Nevada ("County") and Royal Ambulance, Inc., a California corporation authorized to do business in the State of Nevada ("Contractor"), collectively (the "Parties").

### WITNESSETH:

WHEREAS, County desires to engage Contractor to render certain services in Support of the "Gerlach Emergency Medical Services" (the "Project"); and

WHEREAS, County requires certain professional services in connection with the Project, as described in Exhibit "A" Scope of Work (the "Services"); and

WHEREAS, Contractor represents that it is duly qualified, ready, willing and able to provide the Services by virtue of its education, training and experience; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

### ARTICLE 1 - EFFECTIVE DATE AND TERM OF AGREEMENT

The effective date of this Agreement shall be July 1, 2025

The term of this Agreement shall be from July 1, 2025, through December 31 2027. 180 days prior to the end of the term both parties will meet and confer to negotiate in good faith a ~~successive~~ term of at least two years effective on January 1 of the applicable year, unless terminated pursuant to ARTICLE 11 of this Agreement.

Due to timing of agreement execution and hiring of staff, both parties understand that a July 1, 2025 start date is a best effort date which may not be possible. Both parties will work together in executing the agreement and providing services to the Gerlach community within 30 calendar days of July 1, 2025.

### ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor agrees to perform and complete all Services identified in Exhibit A Scope of Work under this Agreement, and any amendment thereto in accordance with the Standard of Care as set forth in Exhibit A. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, information, specifications and other items and services furnished under this Agreement and any amendments hereto. County reserves the right to inspect, comment on, and request revision of, all Services identified in Exhibit A and any amendments thereto performed by Contractor prior to acceptance, and Contractor warrants that such Services shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement and any amendments hereto. Contractor must perform the Services in accordance with Exhibit X – Federal Contract Clauses (**FEDERAL**).

Failure to provide Services identified in Exhibit A, Scope of Work, and/or Exhibit X - Federal Contract Clauses (**FEDERAL**), shall constitute a material breach of this Agreement, unless waived in writing by the County.

### ARTICLE 3 - COMPENSATION

#### 3.1 Compensation for Services

For Services defined in Article 2 above, Contractor's compensation shall be in the sum of \$603,000.00 for year one. Contractor shall satisfy its obligations hereunder without additional cost or expense to County during the term of this Agreement other than the heretofore stated compensation described in Exhibit B. Successive year compensation shall include an increase of CPI-U or 3% yearly whichever is greater. The actual costs charged for the work by Contractor in accordance with this provision shall be full compensation to Contractor for all Services and duties required by the Scope of Work, including, but not limited to: costs of supplies, facilities and equipment; costs of labor and services of employees, contractors and sub-contractors engaged by Contractor; travel expenses, telephone charges, typing, duplicating, costs of insurance, and all items of general overhead.

### 3.2 Compensation for Additional Services

If County requests Contractor to perform additional services, other than those required to be performed under Services identified in Exhibit A, Scope of Work, the cost of such additional services shall be determined prior to commencing additional work. All additional services and amount of payment must be authorized in writing by County prior to commencing any work for such services.

### 3.3 Methods and Times of Payment

County will pay equal monthly payments for services rendered within thirty (30) days after service is rendered. Contractor will provide monthly call statistics for services provided within thirty (30) days of month end.

### 3.4 Dispute of Work

County shall notify Contractor in writing within thirty (30) days of receipt of the work, or portion of work, which is not approved. For work, or portions of the work, which are unapproved, the County and Contractor shall develop a mutually acceptable method to resolve the dispute within thirty (30) days of receipt by the Contractor of notice from the County. If the County and Contractor cannot reasonably agree to remedy the dispute of unapproved work within the thirty-day period, the work shall be terminated or suspended per Article 12.

## ARTICLE 4 – FORCE MAJEURE

Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

## ARTICLE 5 - INDEPENDENT CONTRACTOR

Contractor is performing the services and duties required under this Agreement as an independent Contractor and not as an employee, agent, or partner of the County.

1. Contractor undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.
2. Contractor may retain employees or other personnel to perform the services required by this Agreement. Such employees or other personnel will be the obligation of the Contractor. Contractor's employees or other personnel are not County employees.
3. Unless otherwise provided in Exhibit A and B, Contractor is responsible for all expenses without reimbursement.
4. Neither Contractor nor any personnel are employees of County and waive any and all claims to benefits otherwise provided to employees of the County, including, but not limited to, health insurance, Nevada Public Employees Retirement System (PERS) or other retirement benefits, unemployment benefits, and liability and worker's compensation insurance.
5. Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Agreement, is a current employee of the County or was employed by the County within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform.
6. County and Contractor agree that this Agreement does not constitute an exclusive relationship. Nothing in this Agreement shall be construed as a limitation upon the right of the Contractor to engage in any other consulting agreement, service contract, business venture or other activity.

## ARTICLE 6 - PERMITS AND LICENSES

Contractor shall maintain active and in good standing all necessary permits, certificates, and licenses necessary to allow Contractor to perform the Services.

## ARTICLE 7 - COUNTY'S RESPONSIBILITY

County shall be responsible for the following:

- 1) Pay to the Contractor the Total Budget amount each year of the initial term of the agreement as outlined in Exhibit B, attached hereto and incorporated herein by this reference. Payment to be made in 12 equal monthly installments.
- 2) Provide use of the apparatus listed in Exhibit D of this agreement.
- 3) Provide use of the Washoe County owned living quarters at 405 Short Street, Gerlach.
- 4) Provide use of the Fire Station at 420 Cottonwood Street, Gerlach.
- 5) Provide payment of utilities, phones, internet at the Gerlach properties.
- 6) Provide payment of fuel and maintenance of apparatus listed in Exhibit D.
- 7) Provide dispatch services through Washoe County Sheriff's Office.

## ARTICLE 8 – PUBLIC RECORDS

Public Records. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County has a legal obligation to disclose such information unless a particular record is made confidential by law. Contractor may label specific parts of an individual document as “trade secret” or “confidential” in accordance

with NRS, provided that Contractor thereby agrees to indemnify and defend the County for honoring such a designation. The failure to label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of records.

## ARTICLE 9 – INSPECTION AND AUDIT

### 10.1 Books and Records.

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

### 10.2 Inspection and Audit.

Contractor agrees that the relevant books, records, including, without limitation, relevant accounting procedures and practices of contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of contractor for such records may be found with or without notice by the County or its representatives. With regard to any federal funding, any relevant federal agency or any of their authorized representatives may inspect or audit as set forth in this Agreement. All subcontracts shall reflect requirements of this section.

### 10.3 Period of Retention.

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

## ARTICLE 10 - TERMINATION

11.1 Termination Without Cause. This Agreement may be terminated for any reason by either party by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than ninety (90) calendar days from the date of service of the notice. Only services satisfactorily performed up to the date of receipt of notice shall be compensated by County and such compensation shall be pursuant to the terms of this Agreement. If this agreement is unilaterally terminated by the County, Contractor shall use its best efforts to minimize the cost to the County and Contractor will not be paid for any cost that Contractor could have avoided.

11.2 Termination by Non-appropriation. The County may terminate its participation in this Agreement effective immediately by providing written notice if for any reason the County's funding source is not appropriated or is withdrawn, limited, or impaired. The County will make reasonable efforts to ensure payment for services rendered by the Contractor. The Contractor shall agree to hold the County free from any charges or penalties except for those already incurred through the date of notice of cancellation.

11.3 Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and terminations shall specify the date of termination of the Agreement, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under the Agreement. This Agreement may be terminated by either party upon written notice of breach to the other party on the following grounds:

a. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

b. If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

c. If Contractor becomes insolvent, subject to receivership, or becomes in voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or

d. If the County materially breaches any material duty under this Agreement and any such breach impairs the Contractor's ability to perform; or

e. It is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Agreement; or

f. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Agreement.

11.4 Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in the notice section of this Agreement, and the subsequent failure of the breaching party within 15 calendar days of service of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach shall run concurrently, unless the notice expressly states otherwise.

11.5 Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this section survive termination:

a. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

b. Contractor shall satisfactorily complete work in progress at the agreed rate, or a pro rata basis if necessary, if so requested by County;

c. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by the County;

d. Contractor shall preserve, protect and promptly deliver into County possession all proprietary information

e. Notwithstanding the above, Contractor shall not be relieved of any liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Contractor, and the County may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor may be determined.

#### ARTICLE 11 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Contractor shall consider all information provided by County to be proprietary unless such information is available from public sources, was known to Contractor prior to the execution of this Agreement, was received by Contractor from a third-party source not under any obligation of confidentiality to the County or is required by law or ordered to be disclosed in a regulatory or judicial proceeding. Contractor shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of County or in response to legal process or as required by the regulations of public entities.

#### ARTICLE 12 - NOTICE

Notices and other communications in connection with this Agreement shall be in writing and directed to the parties at the addresses stated in this Agreement. Email or facsimile shall be used to provide notice and shall be considered given on the date the notice is sent to the recipient's address as stated in this Agreement.

To County:

Assistant County Manager  
Washoe County Manager's Office  
1001 East 9<sup>th</sup> Street  
Reno, NV 89512

To Contractor:

Steve Grau, CEO  
Royal Ambulance, Inc.  
14472 Wicks Blvd.  
San Leandro, CA 94577  
[Steve.grau@royalambulance.com](mailto:Steve.grau@royalambulance.com)

*With Mandatory Copy to:*

In-House Counsel  
Royal Ambulance, Inc.  
14472 Wicks Blvd.  
San Leandro, CA 94577  
[legal@royalambulance.com](mailto:legal@royalambulance.com)

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and County.

#### ARTICLE 13 - UNCONTROLLABLE FORCES

Neither County nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either County or Contractor under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. Contractor shall be paid for services performed prior to the delay plus related costs incurred attributable to the delay.

Neither Party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable nor which the non-performing Party could have, with reasonable dispatch removed or remedied. The provisions of this Article shall not be interpreted or construed to require Contractor or County to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing Party shall upon being prevented or delayed from performance by an uncontrollable force, immediately give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

#### ARTICLE 14 - GOVERNING LAW-VENUE

Nevada law governs this Agreement and all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Contractor. Venue for all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Contractor shall be in state district court in Washoe County, Nevada.

#### ARTICLE 15 - MISCELLANEOUS

##### 15.1 Nonwaiver

A waiver by either County or Contractor of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

##### 15.2 Severability

If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable or disregarding it. If an unenforceable provision is modified or disregarded in accordance with this Article 17, the rest of the Agreement is to remain in effect as written, and the unenforceable

*Service Agreement – Gerlach Emergency Medical Services*

provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

### 15.3 Attorney Fees

The prevailing party in any dispute arising out this Agreement or Contractor's work described in Exhibit A – Scope of Work, is entitled to reasonable costs and attorneys' fees.

## ARTICLE 16 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the Parties. Unless otherwise specified in writing, if there is any inconsistency between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall control.

**In the event of any conflict between the documents that make up this Agreement, the documents will prevail in the following order: the Agreement for Professional Consulting Services Agreement, Insurance Exhibit "C" and then any other agreement / exhibits.**

## ARTICLE 17 - SUCCESSORS AND ASSIGNS

County and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

## ARTICLE 18 - ASSIGNMENT

Neither County nor Contractor shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent contractors, associates, and subcontractors, as he may deem appropriate to assist him in the performance of the Services hereunder.

## ARTICLE 19 - OWNERSHIP OF DOCUMENTS AND PRODUCTS

Unless otherwise specified in Exhibit A, Contractor assigns to County all rights to all products, reports, documents, photographs, videos, data, and drawings produced by Contractor as a result of its services to County during the term of this Agreement. All such materials shall be delivered into County possession by Contractor upon completion, termination, or cancellation of this Agreement.

## ARTICLE 20 - THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than County and Contractor.

## ARTICLE 21 – INDEMNIFICATION AND INSURANCE



Washoe County has established specific indemnification and insurance requirements for agreements/contracts with contractors, engineers, and architects to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that contractors accept and are able to pay for the loss or liability related to their activities. Exhibit “C” Insurance Specifications is included by reference. All conditions and requirements identified in this exhibit shall be completed prior to the commencement of any work under this Agreement.

#### ARTICLE 22 – LIMITED LIABILITY

County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the County’s breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

#### ARTICLE 23 – LOBBYING

Contractor agrees, whether expressly prohibited by federal law, or otherwise, that no funding directly associated with this Agreement will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influencing for any purpose the following:

24.1 Any federal, state, county or local agency, legislature, commission, counsel or board:

24.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

24.3 Any officer or employee of any federal, state, county or local agency, legislature, commission, counsel or board.

Contractor agrees to conform to the regarding influence lobbying requirements as set forth in the Byrd Anti-lobbying Amendment, 31 U.S.C. 1352.

#### ARTICLE 24 - ORGANIZATION’S CERTIFICATION

Contractor, its principals and agents, to the best of its knowledge and belief:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- b) Have not within a three year period preceding this Agreement 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 (ii) above;
- d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- e) Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. 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.

## ARTICLE 25 – USE AND MAINTENANCE OF COUNTY VEHICLES/EQUIPMENT

COUNTY shall furnish the services of the COUNTY maintenance staff and/or other designated facilities, as required for the proper maintenance and repair of vehicles and equipment assigned to Contractor for use in the Project.

- a. COUNTY shall provide routine preventative maintenance for all vehicles using a predetermined mileage interval.
- b. COUNTY shall notify Contractor of the need for routine preventative maintenance on vehicles. Repairs outside of normal wear and tear or due to failure to notify the COUNTY of obvious repair issues i.e., check engine light, will be Contractor's responsibility.
- c. Repairs, maintenance or replacement of equipment or vehicles shall be performed by or routed through the COUNTY's Equipment Services Division or their designated facility.
- d. Repairs to vehicles involved in an accident while operated by Contractor or their employees will be reported on the appropriate form and submitted to Washoe COUNTY Risk Management for handling.
- e. Contractor shall be responsible for repair costs to vehicles involved in an accident while operated by Contractor or their employees. . Contractor's insurance shall be primary for all claims and lawsuits arising from operating a COUNTY vehicle.
- f. COUNTY shall be responsible for ongoing maintenance required for upkeep of COUNTY's vehicles outside of accident coverage described in subsection e.
- g. Fuel for vehicles shall be purchased through the COUNTY's Cardlock system utilizing designated fuel stations and fuel cards provided. Vehicles shall be used for the purposes of the Project only. Fuel charges for delivery vehicles will be reimbursed under the Agreement provided the fuel use was related to the Project. Fuel used for other purposes or purchased outside of the COUNTY's Cardlock system will generally be the responsibility of Contractor; however, an extenuating circumstance requiring fuel use or purchases outside the COUNTY's Cardlock system may be approved by the COUNTY on a case-by-case basis with proper documentation.
- h. Contractor shall insure its staff completes and remains current on all COUNTY driver requirements including the completion of Mandated Washoe County Defensive Driving Training prior to operating any COUNTY owned vehicles.
- i. Contractor and its staff must comply with COUNTY'S Driver Manual and provide their driver information so MVR's may be obtained.
- j. Contractor shall maintain vehicle cleanliness in a standard that complies with Washoe County fleet standards.

## ARTICLE 26 – USE AND MAINTENANCE OF COUNTY FACILITIES

COUNTY shall furnish the services of the COUNTY maintenance staff and/or other designated contractors, as required for the proper maintenance and repair building facilities assigned to Contractor for use in the Project.

- a. COUNTY shall provide routine preventative maintenance for building facilities.
- b. COUNTY shall notify Contractor of the need for routine preventative maintenance for building facilities.

c. Repairs, maintenance or replacement of equipment shall be performed by or routed through the COUNTY's Facilities Division through work order initiated by Contractor for items needing repair that are outside routine preventative maintenance.

#### ARTICLE 27 – REGULATORY

The parties: (a) will comply in all material respects with all applicable federal, state and local laws and regulations including, the federal Anti-kickback statute; (b) represent and warrant that it is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement and any remuneration set forth in this Agreement is fair market value and negotiated at arm-length; (c) will comply with the provisions under the Health Insurance Portability and Accountability Act of 1996 and its regulations; (d) acknowledge that if it is a cost reporting entity that it has been informed of, and will fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid pursuant to this Agreement in a way that complies with all applicable federal, state and local laws and regulations that establish a “Safe Harbor” for discounts; (e) represent and warrant that neither it nor any practitioner who orders or provides services on its behalf has been convicted of any conduct that constitutes grounds for mandatory exclusion under any federal or state law and each party further represents and warrants that it is not ineligible to participate in federal or state health care programs or in any other federal or state government payment program; (f) will make available to the other a copy of its code of conduct, anti-kickback policies and other compliance policies, as may be changed from time-to-time; (g) represents and warrants that neither it nor any of its officers or directors have been convicted of a crime 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) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (h) represent and warrant that it and its personnel are and, shall at all times during the term of this Agreement be, properly credentialed, licensed, certified and in good standing in accordance with all applicable federal, state, and local laws and regulations; and (i) will notify the other party immediately but no less than five (5) days of any actual knowledge contrary to the requirements set forth in this section.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHOE COUNTY:

CONTRACTOR:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

By \_\_\_\_\_  
Mark Stewart  
Purchasing & Contracts Manager

By \_\_\_\_\_  
Steve Grau, CEO  
Royal Ambulance, Inc.

