

Agreement No. ____

THIS CARESTATION AGREEMENT is made as of _____, 2025, (“Effective Date”) by and between the Parties known as **OnMed LLC**, a Delaware limited liability company (“OnMed”) and **Washoe County, NV** a political subdivision of the State of Nevada (“Client”) (the “Agreement”). The Parties agree as follows:

1. Definitions.

“CareStation” means an OnMed owned and operated healthcare station with live audio, video and technology to assess vital signs, health history and current health issues and evaluate physical and medical conditions.

“Care Manager” means physicians, nurse practitioners, physician assistants, registered nurses, pharmacists, certified nursing assistants and other licensed medical professionals (each a “Care Manager”).

“Care Management” means non-emergent, telehealth services provided by Care Managers to Customers for the purpose of prescribing medication or instructing other appropriate medical care through the CareStation.

“Client Site” is a space equal to 10H x 7D x 13W at Client’s location meeting this Agreement’s requirements.

“Customer(s)” means customers, members, insureds, staff, employees, and/or students of Client.

“Sponsor” means any third-party resource providing funds to Client to support the fee(s), cost(s) and/or expenses associated with, related to, or incurred from the use or availability of the OnMed CareStation.

2. Scope of Services.

A. CareStation and Installation Services. OnMed will install, maintain and operate one (1) Single CareStation(s) for the delivery of Care Management at the Client Site(s) during Operating Hours (“Services”). Client shall identify and submit to OnMed for approval a Client Site meeting the requirements of this Agreement within ninety (90) days of the Effective Date. OnMed will notify Client of the date the CareStation will be installed at the Client Site.

B. Care Management. OnMed through its Care Management professional corporation or designees will provide Care Managers to deliver Care Management via the CareStation to Customers. If Care Manager determines that Customer requires care that is not available through a CareStation, Care Manager will recommend other medically appropriate care to Customers. Nothing in this Agreement limits a Care Manager’s ability to practice, provide care, or make independent decisions for Customers.

C. CareStation Hours. OnMed will operate CareStation(s) from 8 AM – 5 PM PST, Monday through Friday excluding downtimes due to servicing and subject to OnMed’s reduced holiday hours of operation which will be provided to Client by December 1st of each year for the upcoming year of the Term (“Standard Operating Hours”).

D. Maintenance and Repairs. OnMed will provide standard and preventive maintenance for CareStation(s) at Client Site(s), with advance notice at no cost to Client.

E. Private Labeling. OnMed will wrap the CareStation(s) in Client’s branding at no cost to Client.

F. Community Engagement Services. OnMed will augment Client’s efforts in **Section 3, F** (“Base Marketing”).

G. Encounter Data. Upon request, OnMed will provide Client with de-identified encounter data in HL7 file format.

3. Client’s Obligations.

A. Networking and Electricity. At each Client Site, at OnMed expense, Client shall provide networking and electrical installation and resources as follows: Client will: (i) provide access to a dedicated 30 AMP – 120-volt service and provide and install IT networking, including but not limited to a standalone hardwired ethernet connection with a minimum of 50 Mbps up/down; (ii) furnish and install data wiring and outlets for the connection of each CareStation to any Client Site network; (iii) ensure that a three-pronged twist lock power outlet and two (2) ethernet connections will be located between six (6) feet to eight (8) feet off the ground and at the center of each CareStation; (iv) provide

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three (3) publicly addressable static IP addresses dedicated solely to each CareStation; and (v) if any CareStation is routed through the Client's network, provide to OnMed the hostname and IP address. Client agrees that each Client Site network must not be a Private IP or use NAT to route through each Client Site's network.

B. Notice of Service Issues. Client shall immediately inform OnMed of any maintenance issues. CareStation(s) shall not be used until the issues are resolved to OnMed's satisfaction at no cost to Client.

D. Cleaning. Client shall provide regularly scheduled and emergency janitorial services to maintain the CareStation in a clean working order, consisting of a daily wipe down of the inside of the CareStation using OnMed provided products. If OnMed becomes aware that emergency cleaning is needed, OnMed will notify Client and shut down the applicable CareStation(s) until that cleaning can be completed to the reasonable satisfaction of the parties.

E. Cooperation. Client agrees to work cooperatively with OnMed to (i) integrate CareStation(s) into Client's strategies designed to promote enhanced access to Care Management; and (ii) facilitate use of CareStation(s).

F. Community Engagement Services. Client shall lead marketing and community engagement efforts and shall own all aspects of promoting Customers' use of CareStation(s) with OnMed augmenting Client's efforts.

4. Fees.

A. Compensation. Client agrees to pay all fees, in the Fee Table, and all invoices upon receipt or within thirty (30) days of the invoice date. If Client does not pay on time, OnMed may suspend Services until invoices are current. Upon signing the agreement, six (6) months of the License Fee is immediately due. Starting from the seventh (7th) month, Client will pay the License Fee on the first day of each month for the remainder of the Term. No fees shall be paid to OnMed by Client unless and until Client receives Sponsor funding from third party Grantor(s) and until all awards are accepted by the Washoe County Board of Commissioners. If Sponsor funding is not awarded to Client, then all Parties agree to rescind or otherwise terminate this agreement without cause or penalty to either Party. OnMed shall reimburse Client for costs of the dedicated network circuit referenced in Section 3(A), which includes an initial \$400.00 installation fee and a monthly fee of \$144.00.

B. Fee Table.

Description	Fee
License Fee	\$33,333.33 per CareStation per month (Single)
Standard Operating Hours	\$0
Private Labeling	\$0
Base Marketing	\$0
Encounter Data	\$0

5. Term and Termination.

A. Term. This Agreement starts on the Effective Date and remains in effective only for the periods in which Client receives Sponsor funding from third party Grantor(s.) This agreement shall only renew if Client receives adequate Sponsor funding and shall renew only for the period covered by Sponsor funding.

B. Termination. Either Party may terminate for material breach by providing thirty (30) days' written notice unless the breach is cured to the notifying party's reasonable satisfaction within the notice period ("Cure Period"). Either party may immediately terminate if the other party becomes insolvent, files for bankruptcy, or makes an assignment for the benefit of its creditors. If a change in law adversely affects either party, and after a good faith negotiation on the part of both parties, no resolution is reached within sixty (60) days, either party may terminate by providing notice.

C. Effect of Termination; Survival. Termination does not affect any accrued liabilities or ongoing obligations. Any licenses granted by OnMed to Client will end upon the termination or expiration of the Agreement. Upon termination

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or expiration, Client will cooperate with OnMed on the return the CareStation(s) at no additional charge to Client. Provisions that naturally survive shall remain in effect.

6. Intellectual Property Rights.

A. Intellectual Property Definitions. "Materials" means any tools, reports, software, applications, information, data, concepts, plans, designs, specifications, systems, methods, algorithms, formulae, works of authorship, marketing materials, ideas (whether or not patentable), inventions and other materials; and "Intellectual Property Rights" means: (i) patents, patent applications, and certificates of invention, and all continuations, continuations in part, extensions, renewals, divisions, re-issues and re-examinations relating thereto; (ii) moral rights or copyrights in any work of authorship or other work recognized by foreign or domestic law, by statute or at common law or otherwise, including all copyright registrations and applications therefor, together with any renewal or extension thereof, or by similar authority in any other jurisdiction, and all rights deriving therefrom; (iii) registered or unregistered trademarks, service marks, domain names, trade names or trade dress, and all goodwill relating thereto (collectively, "Marks"); (iv) rights in trade secrets, know-how, and Confidential Information; and (v) any other intellectual property or proprietary rights protectable under any laws or international conventions in the world, and including all privacy, publicity or other similar rights, and in each case including the right to apply for registrations, certificates, or renewals with respect thereto and the right to prosecute or enforce any past, present, or future infringement or misappropriation thereof and to be compensated for, or settle or release, any losses or damages related thereto.

B. OnMed Materials; Intellectual Property Rights. OnMed retains all rights, title and interest, including Intellectual Property Rights, in and to all Materials that it (a) owned, licensed, or had rights to prior to the Effective Date, (b) develops, authors, invents, acquires, or creates without reliance on Client Confidential Information, or (c) provides, makes available, or uses in connection with the performance of Services irrespective of any work or deliverables provided under this Agreement (collectively "OnMed Materials"). No rights are transferred to the Client except for the limited license granted during the Term.

C. License. During the Term, OnMed hereby grants to Client a revocable, non-exclusive, non-transferable, non-sublicensable, limited license to the CareStation for cleaning, safety, and security purposes and to allow Customers access for Care Management. All other rights are reserved by OnMed.

D. Restrictions on Use of OnMed Materials. Except where OnMed has provided prior written approval, Client shall not and shall not permit any third party to (i) copy, modify, adapt, translate, create derivative works based on, decompile, reverse engineer, disassemble, interfere with, or attempt to repair the functionality of, use unlawfully, or misuse, or otherwise attempt to derive the source code of, any part of OnMed Materials, or use OnMed Materials beyond what is permitted in this Agreement; (ii) photograph, video, record, stream, or otherwise capture any aspect of the CareStation or related equipment or technology, including any Care Manager-Customer experience; (iii) use, register, or attempt to register OnMed's Marks, or any substantially similar copyrights, patents, software or any other material associating Client with OnMed; or (iv) remove, alter, or obscure any Marks, copyright notices, or other proprietary labels appearing on OnMed Materials. After the Term, all previously granted approvals are automatically withdrawn, and Client must immediately cease all use of such intellectual property.

E. IP Protection. Client agrees to protect and enforce the OnMed's Intellectual Property Rights by ensuring its employees and agents comply with the terms of this Agreement and, at no cost to OnMed, provide OnMed all assistance reasonably required to perfect or enforce OnMed's Intellectual Property Rights provided such assistance does not cause Client to incur unanticipated fees, costs, or other expenses.

F. Marketing. OnMed may use the images or videos of the CareStation(s) for any purpose and Client grants OnMed the right to use its Marks for marketing and publicity purposes during the Term.

G. Feedback. All Intellectual Property Rights in and to the CareStation(s) shall be the sole property of OnMed regardless of whether Clients suggests, contributes to the development of, or develops, such intellectual property.

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H. Use of Client Property. During the Term and until the CareStation(s) is/are returned to OnMed Client hereby grants OnMed permission to install, operate, and maintain the CareStation(s) on Client's property and allow for Services.

I. Customer Data. OnMed will maintain records of Care Management provided to Customers using its medical record system. Care Manager owns all PHI generated or received during Customer's visit to CareStation(s).

J. OnMed Data Rights. OnMed holds a perpetual, irrevocable, worldwide, fully-paid, royalty-free license to collect, use, analyze, disclose or use for any lawful purpose, including commercial purposes, any personal data derived from Care Management that has been de-identified or anonymized in accordance with applicable data protection laws. OnMed retains full exclusive ownership of all data generated or collected by the Services, that is not classified as PHI, including but not limited to system usage data, user activity data, visit data, insights, algorithms and outputs generated, derived, or developed using Services and includes any operational, analytical, or other derivative data generated during the provision of Care Management (collectively, "OnMed Data"). OnMed may collect, use, analyze, and disclose OnMed Data for any lawful purpose, including system performance enhancement, product development, research, marketing, analytics, and other commercial purposes. All rights not expressly granted to Client under this Agreement are reserved to OnMed. OnMed Data, whether de-identified, anonymized, or otherwise, shall be considered OnMed's Confidential Information.

7. Additional Terms

A. Confidential Information. All Confidential Information (as defined in the NDA) of a party shall be used and disclosed by the other party only in accordance with the Mutual Confidentiality and Nondisclosure Agreement between the parties, as may be amended or superseded from time to time ("NDA"). The NDA is made part of this Agreement and if the term of the NDA expires before the expiration or termination of this Agreement, then the term of the NDA shall be automatically extended to match the Term of this Agreement. If the provisions of the NDA conflict with the provisions of this Agreement, the provisions of this Agreement shall control.

B. Publicity. Client shall not make any public or private announcement, post, or statement concerning OnMed (including any person or party affiliated with OnMed), the Care Manager, the CareStation(s) or this Agreement, except as may be mutually agreed by Client and OnMed.

C. Protected Health Information. All PHI (as defined in the BAA) that OnMed accesses or receives under this Agreement shall be used, disclosed and treated only in accordance with the Business Associate Agreement between the parties entered on or before the Effective Date, attached as Exhibit A, as may be amended or superseded from time to time ("BAA"). If the provisions of the BAA conflict with this Agreement, the provisions of the BAA shall control.

D. Compliance with Laws. Each party represents and warrants that it shall (i) comply with all applicable state, federal and local laws and regulations; (ii) comply with any applicable standards, guidelines, and recommendations of any applicable regulatory, licensing or accrediting agencies and bodies having jurisdiction over the activities of the parties, including but not limited to any requirement that Care Managers must work under the supervision of a board-certified physician who is licensed to practice medicine in the state(s) where a Client Site is located; and (iii) in connection with the provision of any Care Management, strictly comply with all applicable federal and state laws, including but not limited to the False Claims Act (31 U.S.C. §§ 3729-3733), the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a), and the Physician Self-Referral Law (Stark Law) (42 U.S.C. § 1395nn). Each party further agrees to immediately notify the other party of any investigation, inquiry, or action by any governmental or regulatory authority that may impact its compliance with the obligations under this Agreement.

E. Risk of Loss/Damage. OnMed shall be solely responsible for all loss, damage, theft, or destruction to the CareStation(s), unless such loss, damage, theft or destruction was caused by the actions of Client. No such loss,

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damage, theft or destruction of the CareStation(s), in whole or in part, shall impair or diminish the obligations of Client under this Agreement including, without limitation, to pay the Fees in this Agreement. In the event any loss, damage, theft or destruction to the CareStation(s) is caused by Client then Client agrees to reimburse OnMed within forty-five (45) days following receipt of written demand from OnMed, for costs incurred by OnMed in replacing or restoring the affected CareStation(s) to good repair, condition and working order in an amount not to exceed the total fees paid under this Agreement. Such restored or replaced CareStation(s) shall be subject to this Agreement.

F. Insurance. Each party shall maintain insurance coverage in the minimum amounts of (1) One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate for general commercial liability; (2) One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate for Care Manager liability; and (3) applicable state statutory limits for workers' compensation.

G. Indemnification. Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold the other party, including its affiliates, officers, directors, employees, and agents (collectively, the "Indemnified Parties"), harmless from and against any and all third party claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of (i) bodily injury or death resulting from the provision of Care Management or the CareStation(s) caused in whole or in part by the Indemnifying Party, its employees, agents, representatives, or subcontractors (collectively "Representatives"), (ii) a privacy or security breach or violation of applicable data protection laws, resulting from the actions, omissions, or obligations of the Indemnifying Party or its Representatives, or (iii) a failure by the Indemnifying Party to comply with applicable laws or regulations or (iv) misappropriation or infringement of intellectual property rights; provided OnMed shall have no liability for any claims arising from the delivery of Care Management or any privacy or security breach arising from Client's or its Representatives' obligations under this Agreement or other action or omission taken contrary to the terms of this Agreement.

H. Indemnification Procedures. Each party shall notify the other party as promptly as practicable of any claims for which Indemnifying Party is obligated to provide indemnification. Indemnifying Party shall confirm to the Indemnified Party no less than 10 days prior to the date on which a response to such claim is due that it will control the defense of such claim with counsel reasonably satisfactory to Indemnified Party. Indemnified Party may, at its own expense, participate in the defense of such claim. No settlement of a claim that involves a remedy other than the payment of money by Indemnifying Party shall be entered into without the prior written consent of Indemnified Party.

I. LIMITATION OF LIABILITY. EXCEPT FOR INTENTIONAL ACTS, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CLIENT'S VIOLATION OF INTELLECTUAL PROPERTY OBLIGATIONS, OR FAILURE OF PAYMENT OF FEES, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY (A) DIRECT DAMAGES IN EXCESS OF TEN PERCENT (10%) OF THE TOTAL AMOUNT OF FEES PAID OR PAYABLE UNDER THE AGREEMENT, OR, IN THE CASE OF LIABILITY ARISING FROM BREACHES OF CONFIDENTIALITY, AND/OR CLAIMS FOR INDEMNITY, DIRECT DAMAGES IN EXCESS OF THE TWENTY-FIVE (25%) OF THE TOTAL AMOUNT OF FEES PAID OR PAYABLE UNDER THE AGREEMENT; (B) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE UNDER THIS AGREEMENT; OR (C) ANY PUNITIVE DAMAGES (TO THE EXTENT SUCH EXCLUSION IS ALLOWED UNDER APPLICABLE LAW). THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE LIABLE PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

J. Assignment. Client shall not assign or delegate its rights and duties under this Agreement without OnMed's prior written consent.

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K. Waiver. No waiver of or failure by either party to enforce any of the terms or conditions of this Agreement will be construed as a waiver of any subsequent breach of such term or condition or of any other term or condition.

L. Notices. Any notice, demand, or communication required, permitted, or desired to be given hereunder, shall be deemed effectively given when delivered by electronic mail to the addresses listed below addressed as follows:

Client: Washoe County

1001 E. Ninth Street, Building A
Reno, NV 89512
Attn: HSA Contracts Manager
Email: hsa-contracts@washoecounty.gov

OnMed: OnMed LLC

14105 McCormick Drive
Tampa, Florida 33626
Attn: Legal Department
Email: Legal@onmed.com

M. Independent Contractors. The parties are independent contractors. Neither is liable for the other's debts or legal obligations, nor can either act as an agent or employee of the other.

N. Entire Agreement and Amendment. This Agreement, and any referenced and attached exhibits, is the entire agreement between the parties replacing any prior agreements. Changes must be in writing and signed by the parties.

O. Counterparts; Severability. This Agreement may be signed in multiple copies, each of which is considered an original, but together they form one agreement. If any part of this Agreement is found to be invalid, illegal or unenforceable, the rest of the Agreement will still be in effect and binding.

P. Force Majeure. OnMed and Client shall not be liable for delays or failure caused by events beyond its control, including but not limited natural disasters, strikes, wars, pandemics, supplier failures, government actions, power outages, or telecommunication failures.

Q. Governing Law and Arbitration. This Agreement is governed by the laws of the State of Nevada, excluding its conflict-of-law rules. Any dispute arising from this Agreement shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The arbitration will be conducted by a single arbitrator, mutually agreed upon by the parties. If the parties cannot agree on an arbitrator within ten (10) days of a written demand, the AAA will appoint one. The arbitration will take place in New Washoe County, NV and Nevada law will apply. The arbitrator's decision is final, binding, and enforceable in any court of competent jurisdiction. Each party will bear its own costs, unless the arbitrator awards fees to the prevailing party. Before pursuing arbitration, the parties agree to attempt to resolve disputes through good faith negotiations. If a dispute remains unresolved for sixty (60) days after notice, either party may proceed to arbitration.

R. Exclusivity. During the Term, Client shall not, directly or indirectly, enter into an arrangement, agreement, partnership, or engagement with any third-party provider of solutions that are similar to, competitive with, or could reasonably be considered an alternative to the CareStation or any related services provided by OnMed.

S. Funding Type. Exhibit B to this Agreement applies to the extent that Sponsor's funding is Federally derived.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

ONMED LLC

WASHOE COUNTY, NV

Name: Karthik Ganesh
Title: Chief Executive Officer

Name: Mark Stewart
Title: Washoe County Procurements & Contracts Manager

Exhibit A

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is entered into this __ day of _____ 2025 (“Effective Date”) by and between Washoe County (the “Business Associate”) and OnMed LLC (the “Covered Entity”) (individually, a “Party” and collectively, the “Parties”).

WHEREAS, the Parties have entered into or intend to enter into an agreement (the “Services Agreement”) whereby Business Associate will provide certain services to Covered Entity, and in providing those services, may have access to Protected Health Information (as defined below) (“PHI”); and

WHEREAS, Under the “Standards for Privacy of Individually Identifiable Health Information,” 45 C.F.R. Parts 160 and 164 (as amended, modified or superseded from time to time, the “Privacy Rule”), the "Health Insurance Reform: Security Standards," 45 C.F.R. Parts 160, 162 and 164 (the "Security Rule"), and the Health Information Technology for Economic and Clinical Health Act (as amended, modified or superseded from time to time, “HITECH Act”), enacted as part of the American Recovery and Reinvestment Act of 2009 (as amended, modified or superseded from time to time, “ARRA”), which implement the privacy and security requirements of the Health Insurance Portability and Accounting Act of 1996 (as amended, modified or superseded from time to time, “HIPAA”), Covered Entity is obligated to ensure that Business Associate uses and discloses PHI and ePHI in a manner consistent with the requirements of the Privacy Rule, the Security Rule, the HITECH Act, ARRA and HIPAA (collectively, “Privacy and Security Rules”); and

WHEREAS, Business Associate understands and acknowledges that PHI must be safeguarded as set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

Section 1: Definitions

“Breach” shall have the same meaning as the term “breach” in 45 C.F.R. §164.402.

“Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. §164.501.

“ePHI” shall have the same meaning as the term “electronic health protected information” in 45 C.F.R. §160.103.

“Electronic Health Record” shall mean an electronic record of health-related information on an individual that is created, gathered, managed and consulted by authorized health care clinicians and staff, or shall have such other meaning as the term “electronic health record” in the HITECH Act or any applicable guidance thereunder.

“Individual” shall have the same meaning as the term “individual” in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

“Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. §164.501, limited to the information received by Business Associate from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.

“Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. §164.103.

“Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

“Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. §164.304.

“Unsecured PHI” shall have the same meaning as “unsecured protected health information” in 45 C.F.R. §164.402.

Section 2: Obligations and Activities of Business Associate

a. Confidentiality of PHI. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement, the Services Agreement or as Required By Law.

b. General Permitted Uses and Disclosures. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to meet its obligations or perform its services for or on behalf of Covered Entity under the terms of the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

c. Specific Uses and Disclosures. Except as otherwise limited in this Agreement, Business Associate may:

(i) use PHI for the proper management and administration of Business Associate or the carrying out of its legal responsibilities;

(ii) disclose PHI for the proper management and administration of Business Associate, provided that such disclosure is Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and that the person will notify the Business Associate of any breaches of the confidentiality of the information;

(iii) use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B); and

(iv) use PHI to de-identify the information in accordance with 45 C.F.R. §164.514(b).

d. Minimum Necessary Standard. Business Associate shall not request, use or disclose more than the minimum necessary amount of PHI necessary to accomplish the purpose of the

request, use or disclosure. Business Associate and Covered Entity acknowledge that the phrase “minimum necessary” shall be interpreted in accordance with the HITECH Act and applicable guidance thereunder.

e. Appropriate Safeguards. Business Associate shall use appropriate safeguards to maintain the privacy and security of PHI and to prevent the use or disclosure of the PHI other than as provided for by this Agreement.

f. Agents of Business Associate. Business Associate shall ensure that any agent or subcontractor to whom it provides PHI agrees to comply with the Privacy Rule.

g. Reporting Improper Use or Disclosure and Mitigation. Business Associate agrees to promptly report to Covered Entity any use or disclosure of PHI by Business Associate, or by any agent or subcontractor to whom it provides PHI, for purposes other than those permitted by this Agreement, of which it becomes aware. In addition, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or by any agent or subcontractor in violation of the requirements of this Agreement.

h. Access to Information. Business Associate shall be responsible for responding to any Individual requests for access to PHI contained in a Designated Record Set maintained by Business Associate or its agents or subcontractors, in accordance with 45 C.F.R. §164.524. If the PHI is held in an Electronic Health Record, then the Individual shall have a right to obtain from Business Associate a copy of such information in an electronic format and, if the Individual chooses, to direct Business Associate to transmit such copy directly to an entity or person designated by the Individual, provided that any such choice is clear, conspicuous and specific. Covered Entity shall promptly forward to Business Associate any such requests for access received by Covered Entity. Business Associate shall not be responsible for responding to any Individual requests for access to PHI contained in a Designated Record Set that is not maintained by Business Associate or its agents or subcontractors.

i. Amendment of Protected Health Information. Business Associate shall be responsible for making (or otherwise responding to any Individual requests for) amendment to PHI contained in a Designated Record Set maintained by Business Associate or its agents or subcontractors, in accordance with 45 C.F.R. §164.526. Covered Entity shall promptly forward to Business Associate any such requests for amendment received by Covered Entity. Business Associate shall not be responsible for making or otherwise responding to any Individual requests for amendment to PHI contained in a Designated Record Set that is not maintained by Business Associate or its agents or subcontractors.

j. Accounting of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required to respond to a request by an Individual for an accounting of disclosures in accordance with 45 C.F.R. §164.528 and, with respect to Electronic Health Records, also in accordance with 42 U.S.C. 17935(c). In the event of such a request by an Individual for an accounting of disclosures of PHI, Business Associate shall provide to Covered Entity or to the Individual, in the time and manner designated by the Privacy Rule, such documented information relating to disclosures of PHI, in accordance with 45 C.F.R. §164.528 and, with respect to Electronic Health Records, also in accordance with 42 U.S.C. 17935(c).

k. Requests for Restrictions and Confidential Communications. Business Associate shall be responsible for responding to any Individual requests for (i) restricting the use or disclosure of, or (ii) receiving confidential communications of, PHI contained in a Designated Record Set maintained by Business Associate or its agents or subcontractors, in each case in accordance with 45 C.F.R. §164.522. Covered Entity shall promptly forward to Business Associate any such Individual requests received by Covered Entity. Business Associate must comply with any Individual's restriction request if (i) except as otherwise required by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment), and (ii) the PHI pertains solely to a health care item or services for which the health care provider involved has been paid out-of-pocket in full. Business Associate shall not be responsible for responding to any Individual requests for restricting the use or disclosure of, or receiving confidential communications of, PHI contained in a Designated Record Set that is not maintained by Business Associate or its agents or subcontractors.

l. Availability of Records. Business Associate shall make its internal practices, books, and records relating to the use or disclosure of PHI available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

m. Security Rule Provisions. Business Associate will comply with the following provisions:

(i) Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(ii) Business Associate shall ensure that any agent, including a subcontractor, to whom Business Associate provides ePHI agrees to implement reasonable and appropriate safeguards to protect ePHI.

(iii) As soon as practical after discovery, Business Associate shall report to the Covered Entity any unauthorized use or disclosure pursuant to the Privacy and Security Rules, including any Breach of Unsecured PHI or an actual or attempted Security Incident of which Business Associate becomes aware, within ten (10) business days of Business Associates discovery. Such notice to the Covered Entity shall include:

(a) a brief description of what happened, including the date of the Breach or Security Incident, the date of the discovery of the Breach or Security Incident, and the total number of individuals and potentially impacted;

(b) a description of the types of Unsecured PHI that were involved in the Breach or Security Incident, including the impacted individual's names, addresses, dates of birth, diagnoses or other clinical information; and

(c) a brief description of what the Business Associate is doing to investigate the Breach or Security Incident, to mitigate harm to individuals, and to protect against any further Breaches or Security Incidents, including providing a contact name for a representative from the Business Associate most familiar with the Breach or Security Incident.

The Business Associate shall take all reasonable steps to mitigate any harmful effects of such unauthorized use or disclosure, Breach of Unsecured PHI, or Security Incident.

n. **Sale of PHI.** Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless the Covered Entity or Business Associate obtained from the Individual, in accordance with 45 C.F.R. §164.508, a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving PHI of that Individual, except as otherwise allowed under the HITECH Act.

p. **Reporting.** Business Associate will report to Covered Entity any use or disclosure of Covered Entity's PHI not permitted by this Agreement or any applicable federal or state law that regulates the privacy or security of information ("Prohibited Disclosures"), as well as any Breach of Covered Entity's Unsecured PHI. Business Associate will treat the Prohibited Disclosure or Breach as being discovered in accordance with 45 C.F.R. §164.410. Business Associate will make the report to Covered Entity not more than 60 calendar days after Business Associate discovers such Prohibited Disclosure or Breach. If a delay is requested by a law-enforcement official in accordance with 45 C.F.R. §164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate's report shall:

(i) Identify the nature of the Prohibited Disclosure or Breach, which will include a brief description of what happened, including the date of any Prohibited Disclosure or Breach and the date of the discovery of any Prohibited Disclosure or Breach;

(ii) Identify Covered Entity's PHI that was subject to the Prohibited Disclosure or Breach on an individual basis;

(iii) Identify who made Prohibited Disclosure and who received the Prohibited Disclosure;

(iv) Identify what corrective or investigational actions Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further Prohibited Disclosures or Breaches;

(v) Identify what steps the individuals who were subject to a Prohibited Disclosure or Breach should take to protect themselves; and

(vi) Provide such other information, including a written report, as Covered Entity may reasonably request.

q. **Cooperation.** Business Associate agrees to cooperate with Covered Entity in investigating any Prohibited Disclosures or Breaches and implementing any mitigating measures with respect to such Prohibited Disclosures or Breaches which Covered Entity reasonably deems appropriate. Business Associate shall be responsible for any reasonable expenses Covered Entity incurs with respect to any such mitigating measures.

r. **Penalties for Noncompliance.** Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the Privacy Rule and Security Rule, as amended by the HITECH Act.

s. **Compliance with Law.** Business Associate agrees to comply with all applicable federal or state laws that regulate the privacy and security of PHI.

t. **Other Obligations.** Covered Entity and Business Associate recognize and agree that in some instances Business Associate may have compliance obligations as a health care provider under the Privacy Rule and nothing herein shall prohibit, restrict, or otherwise limit compliance with any such obligations by Business Associate under the Privacy Rule.

Section 3: Obligations of Covered Entity

a. **Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. §164.520, as well as any changes to such notice.

b. **Revocation of Authorization by Individual.** Covered Entity shall inform Business Associate of any changes in, or revocation of, any authorization by an Individual received by Covered Entity to use or disclose PHI to the extent such changes or revocation affect Business Associate's permitted or required uses or disclosures.

c. **Permissible Requests.** Covered Entity shall not direct Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except as otherwise provided under this Agreement.

Section 4: Term and Termination

a. **Term.** The Term of this Agreement shall be effective from the Effective Date, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

b. **Termination for Cause.** Business Associate authorizes termination of this Agreement in the event of a material breach or violation of Business Associate's obligations under this Agreement or the Privacy and Security Rules, and where Business Associate has not cured such breach or violation within thirty (30) days receipt of notice from the Covered Entity.

c. **Effect of Termination.** Except as provided below, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI in its possession or the possession of any agents and subcontractors that was received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of such infeasibility, and shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Section 5: Miscellaneous

a. Regulatory References. A reference in this Agreement to the Privacy Rule, Security Rule or HITECH Act, or any section therein, means such rule, act or section as may be amended from time to time and for which compliance is required.

b. Amendment. This Agreement may be amended from time to time by written agreement of the Parties and, to the extent permissible by applicable law, shall be deemed to be amended to comply with the requirements of the Privacy Rule, Security Rule, HITECH Act and other applicable laws. Notwithstanding the foregoing, Covered Entity may amend this Agreement without the consent of Business Associate to the extent reasonably necessary to comply with the requirements of the Privacy Rule, Security Rule, HITECH Act and other applicable laws. Covered Entity will promptly provide Business Associate with written notice of any such amendment made by Covered Entity.

c. Survival. The respective rights and obligations of Business Associate under Section 4(c) of this Agreement shall survive the termination of this Agreement.

d. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule, Security Rule, the HITECH Act and other applicable laws.

e. Successors and Assigns. This Agreement and each Party's obligations hereunder will be binding on the representatives, successors and permitted assigns of such Party and will inure to the benefit of the successors and permitted assigns of such Party; provided, however, that the rights and obligations of the Parties hereunder shall be assignable only to the extent such assignment is permitted under the Services Agreement.

f. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person, other than the Parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities whatsoever.

g. Waiver. No modification, waiver or discharge of any liability or obligation under this Agreement on one or more occasions shall be deemed a waiver of performance of any obligations or shall prohibit enforcement of any obligation.

h. Indemnification. Business Associate shall indemnify and hold harmless Covered Entity from and against any and all damages, costs, fines and penalties arising from Business Associate's breach of this Agreement, the Privacy and Security Rules, and/or related to any Breach proximately caused by Business Associate, including its employees, officers, directors, agents, and/or subcontractors, including, but not limited to, the costs of notifying individuals affected by a Breach of Unsecured PHI.

i. Notice. Any notice, demand, or communication required, permitted, or desired to be given hereunder, shall be deemed effectively given when delivered by electronic mail to the addresses listed below, addressed as follows:

Agreement No. ____

Business Associate:

Washoe County
1001 E. Ninth Street, Building A
Reno, NV 89512
Attn: HSA Contracts Manager
Email: hsa-contracts@washoecounty.gov

Covered Entity:

OnMed LLC
14105 McCormick Drive
Tampa, Florida 33626
Attn: Privacy Officer
Email: Privacy@onmed.com

or to such other address and to the attention of such other persons as either Party may designate by advance written notice.

j. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties with respect to the subject matter hereof and supersedes any prior agreement or understanding, whether written or oral, including the Services Agreement, to the extent such agreement or understanding conflicts or is inconsistent with this Agreement.

k. State Law. Except to the extent governed by HIPAA or other applicable federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada (without regard to its choice of law principles).

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

OnMed LLC

By:

Washoe County, NV

By:

EXHIBIT B

ADDITIONAL TERMS AND CONDITIONS RELATED TO COMPLIANCE WITH FEDERAL AND STATE FUNDING REQUIREMENTS

This project is expected to be supported with Federal funds. The Contractor is responsible for understanding and complying with all applicable requirements and provisions.

From 2 CFR 200 - Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

1. 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:
 - 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
 - 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
 - If Contractor becomes insolvent, subject to receivership, or becomes in voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - If the County materially breaches any material duty under this Agreement and any such breach impairs the Contractor's ability to perform; or
 - 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
 - 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.

2. 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 15 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.

3. Equal Opportunity Employment. During the performance of this contract, the contractor agrees that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). In accordance with the statute, contractors are 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. This includes provisions for compliance with **the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3)**, in which the contractor is 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.
5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply 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 is 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.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must 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).

8. 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 governmentwide 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.
9. 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.
10. Vietnam Veterans. The Contractor agrees to comply with Section 402-Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.
11. Americans with Disabilities Act. The Contractor agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended
12. Procurement of recovered materials § 200.323. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
13. Domestic Preferences for Procurements § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: “produced in United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and “Manufactured Products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass; including optical fiber; and lumber.

14. Access and Retention of Records

- The Contractor agrees to provide the COUNTY, relevant federal agency or any of their authorized representatives, Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- The Contractor agrees to provide relevant federal agency or any of their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

15. Compliance with Federal Law, Regulations, and Executive Orders. Contractor acknowledges that if Federal financial assistance will be used to fund all or a portion of the contract, the contractor will comply with all applicable Federal law, regulations, executive orders.

16. Prohibition on certain telecommunications and video surveillance services or equipment § 200.216. Prohibited from obligating or expending funds to enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)

17. Domestic preferences for procurements § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

18. Hatch Act. Neither CONTRACTOR program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

19. Drug-Free Workplace Requirements. Contractor agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. Contractor certifies that it will provide a drug-free workplace by:

- i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- ii. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- iii. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);
 - iv. Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - v. Notifying the agency within ten days after receiving notice under subparagraph (iv) (b) from an employee or otherwise receiving actual notice of such convictions;
 - vi. Taking one of the following actions, within 30 days of receiving notice under subparagraph (iv) (b), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v) and (vi).
20. Fraud and False or Fraudulent Statements Or Related Acts 31 U.S.C. Chap. 38. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
21. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders.
22. Solicitations to Women and Minority Owned Businesses. The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If subcontracts are to be let, these steps include:
- Placing qualified small and minority owned businesses and women's business enterprises on solicitation lists;
 - Assuring that, in the instance that solicitation lists are maintained, qualified small and minority businesses, and women's business enterprises are placed on the list;
 - The Nevada Department of Transportation provides a listserv of Women and Minority owned business and can be utilized at ndot@dbesystem.com;
 - When economically feasible, divide total requirements into smaller tasks or quantities to maximize small and minority businesses, and women's business enterprises participation;
 - Where the requirement permits, when establishing delivery schedules, encourage participation by small and minority businesses, and women's business enterprises;
 - Where available, use services and assistance of organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
23. Build America, Buy America Act. The contractor and its sub-contractors shall comply with the Build America, Buy America provisions set forth in Pub. L. No. 117-58, §§7091-52 for infrastructure projects requiring the use of steel, iron, and manufactured goods produced in the

United States, in accordance with the conditions set forth therein. the Contractor self-certifies and acknowledges that iron, steel, and other manufactured products for construction must be made in America and sourcing documentation must be maintained for audit purposes.

24. Contract Changes or Modifications. Must be agreed upon in writing and signed by both parties.
25. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

DRAFT

EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION

The Contractors shall complete the following statement by checking the appropriate boxes.

1. The Bidder (Contractor) has participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246. ____ Yes ____ No
2. The Bidder (Contractor) submitted all compliance reports in connection with any such contract due under the applicable filing requirements, and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts. ____ Yes ____ No

If the Contractor has participated in a previous contract subject to the equal opportunity clauses and has not submitted compliance reports due under applicable filing requirements, the Contractor shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

LOBBYING ASSURANCES

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

DEBARMENT, SUSPENSION, INELIGIBILITY, or VOLUNTARY EXCLUSION

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

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency or program.
2. Where either the contractor or subcontractor is unable to certify to any of the above statements, the contractor or subcontractor shall attach an explanation as to why they are unable to submit certification.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

All contractors with awards of \$50,000 or more will be required to be registered with SAM.gov prior to execution of the agreement.

Agreement No. ____

BUILD AMERICA, BUY AMERICA (BABA) ACT

The contractor and its sub-contractors shall comply with the Build America, Buy America provisions set forth in Pub. L. No. 117-58, §§7091-52 for infrastructure projects requiring the use of steel, iron, and manufactured goods produced in the United States, in accordance with the conditions set forth therein.

Absent a federal waiver, all iron, steel, manufactured products, and construction materials permanently incorporated in this infrastructure project must comply with BABA requirements. BABA requirements do not apply to tools, equipment, and supplies brought to a construction site and removed at or before the completion of the project or to equipment and furnishings (such as chairs) used at or within the finished infrastructure project, but which are not an integral part of the structure or otherwise affixed to the project.

Federal agencies are working with the Made In America Office and the Office of Management and Budget for implementation information, as a result, supplemental guidance may be forthcoming.

Requirements:

- Contractor is prepared to certify compliance with required provisions and will coordinate to provide all relevant information;
- Contractors and Subcontractors must maintain, and make available upon request, documentation that links the product used to the project, and that products delivered and used on site are accompanied by proper documentation to demonstrate compliance with BABA Act;
- When submitting for payment the Contractor certifies they have reviewed and documented all products and materials submitted for payment, and certifies documentation is sufficient to demonstrate compliance with BABA requirements.
- In the instance that material is unable to be sourced consistent with the BABA Act, contract managers must coordinate with program administrator to advise, and determine next steps (e.g., contact with federal agency, waiver requests etc.).

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

EXHIBIT C



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “**Agreement**”) is made effective as of February __, 2025 (“**Effective Date**”) by and between **Washoe County**, NV a political subdivision of the State of (“**Interested Party**”) and **OnMed LLC**, a Delaware limited liability company, and its Affiliates (as defined below) (collectively, the “**Company**”).

In connection with a potential business transaction or relationship between Interested Party and the Company (“**Transaction**”), and for the purpose of evaluating the Transaction by Interested Party and the Company (“**Purpose**”), the parties wish to protect and preserve the confidential and/or proprietary nature of certain information and materials of Interested Party and the Company, and of their respective partners, Affiliates and joint ventures, that may be disclosed or made available on or after the Effective Date to the other party or its Agents (as defined below) in connection with certain discussions, negotiations or dealings between the parties relating to the Transaction (each party when disclosing information or materials hereunder being the “**Disclosing Party**” and when receiving information or materials hereunder being the “**Receiving Party**”). In consideration of the foregoing and the rights and obligations set forth herein, both parties hereby agree:

26. Confidential Information and Other Definitions.

- “**Affiliate**” shall mean any corporation or other business entity directly or indirectly managed, controlled by, controlling, or under common control with, the party specified.
- “**Agents**” means, as to any person, its directors, officers, employees, agents and advisors (including, without limitation, financial advisors, banks, attorneys, accountants and their respective agents).
- “**Confidential Information**” shall mean all confidential, proprietary or other non- public information and materials (whether written, oral or otherwise) that (i) has been marked confidential, (ii) whose confidential nature has been made known by the Disclosing Party, or (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential, concerning Disclosing Party and/or its business, clients, partners, joint ventures and Affiliates, whether prepared by Disclosing Party, its Agents or otherwise, which shall be provided or

disclosed by or on behalf of Disclosing Party to Receiving Party or its Agents in the course of its discussions with Receiving Party regarding the Transaction (or obtained by Receiving Party or its Agents through inspection or observation of the properties, facilities or operations of Disclosing Party in connection with the Purpose), including, but not limited to, confidential, proprietary or other non-public technical, scientific, business, financial and other information, data and materials relating to patent applications, products and proposed products, ideas, inventions, techniques, algorithms, programs (whether in source code or object code form), hardware, designs, schematics, drawings, trade secrets, know-how, processes, proposed processes, formulations, manufacturing technology, contracts, clinical and pre-clinical data and dossiers, business relationships, suppliers, customers, employees, investors, marketing strategies, distribution strategies and any and all other similar confidential, proprietary or otherwise non-public information, data and materials (together with all communications, data, reports, analyses, compilations, studies, interpretations, records, notes, lists, financial statements or other materials or information prepared by Receiving Party or any of its Agents that contain or otherwise reflect or are based upon, in whole or in part, any Confidential Information of Disclosing Party or that reflect the review of, interest in, or evaluation of all or any portion of the Transaction or Disclosing Party's business). Confidential Information shall also include the existence or terms of this Agreement, the existence or substance of discussions between the parties relating to a proposed Transaction, and any matters relating to the foregoing.

- Confidential Information shall not include information or materials that: (a) is or becomes generally known or available to the public other than as a result of a disclosure or other action or inaction by Receiving Party or its Agents, (b) is or becomes known or available to Receiving Party on a non-confidential basis from a source (other than Disclosing Party or its Agents) that, to the best of the knowledge of Receiving Party, is not prohibited from disclosing such Confidential Information to Receiving Party by a contractual, legal or fiduciary obligation; (c) Receiving Party can reasonably demonstrate is or was independently developed by Receiving Party without violation of any obligation under this Agreement or the use of or reference to Disclosing Party's Confidential Information; (d) is released from confidentiality obligations by the express prior written consent of the owning party; or (e) is legally required to be disclosed to a regulatory agency or pursuant to an order of competent jurisdiction or other law or legal process, provided that where legally permissible Disclosing Party be given an opportunity to seek a protective order to limit the scope of such compelled disclosure in accordance with Section 3.1. As used herein, Disclosing Party shall include its Affiliates. In addition, for the avoidance of doubt, this Agreement shall apply to and cover the Confidential Information of Disclosing Party's Affiliates.

27. Non-Disclosure.

- Receiving Party shall: (a) hold and maintain in strict confidence all Confidential Information of Disclosing Party, and shall use the same degree of care that it uses to protect its own confidential and proprietary information of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of Disclosing Party's Confidential Information; and (b) not disclose any Confidential Information of Disclosing Party to any person other than to those Agents of Receiving Party who (i) need to know the Confidential Information for the Purpose; (ii) shall be advised by Receiving Party of the terms of this Agreement; and (iii) acknowledge that they are bound by the

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restrictions regarding disclosure and use of such Confidential Information set forth herein. Receiving Party shall be responsible for the breach of any of the terms hereof by any of its Agents.

- Receiving Party and its Agents shall not (a) copy, duplicate, extract or otherwise reproduce by any means, all or any part of the Confidential Information of Disclosing Party (except as necessary for the Purpose) nor (b) decompile, disassemble or otherwise reverse engineer any Confidential Information of Disclosing Party or any portion thereof, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in any Confidential Information of Disclosing Party or any portion thereof. Upon termination of discussions relating to the Transaction (or upon request by either party hereto), Receiving Party shall (i) cease using the Confidential Information of Disclosing Party for any purpose (including the Purpose) and (ii) return to Disclosing Party or destroy, at Receiving Party's sole election, all documents and materials in any form containing or reflecting any Confidential Information of Disclosing Party in the possession or control of Receiving Party or any of its Agents, without retaining any copies or extracts in whole or part of any thereof; provided, that Receiving Party may retain a copy of Disclosing Party's Confidential Information in a secure location to the extent required to: (i) comply with applicable law, governmental authority or legal process, (ii) for the purpose of determining Receiving Party's obligations under this Agreement, and (iii) if stored in an electronic form on back-up servers, is not intentionally made available to any person, and is deleted in accordance with Receiving Party's policies with respect to retention of electronic records. Upon request by Disclosing Party, Receiving Party shall certify in writing to Disclosing Party as to its compliance with this Section 2.2. Notwithstanding the return or destruction of any Confidential Information, or documents or material containing or reflecting any Confidential Information, the parties will continue to be bound by their obligations of confidentiality and use obligations hereunder.

28. Limitations and Exceptions.

- In the event that Receiving Party is requested or required by law or legal process (including, without limitation, by subpoena, civil investigative demand or other process) to disclose any Confidential Information of Disclosing Party, Receiving Party shall, to the extent permitted by applicable law, provide Disclosing Party with prompt written notice of any such request or requirement. Should Receiving Party be compelled by such legal process to disclose Confidential Information, Receiving Party may disclose only that portion of the Confidential Information which it is legally compelled to disclose. Receiving Party shall cooperate with Disclosing Party (at Disclosing Party's sole cost and expense) in any attempt that Disclosing Party may make to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded to the Confidential Information.

- To the extent that any Confidential Information may include material subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, the parties understand and agree that they have a commonality of interest with respect to such matters and it is their desire, intention and mutual understanding that the disclosure of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection

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under the attorney-client privilege, work product doctrine or other applicable privilege and any such Confidential Information shall remain entitled to all protection under these privileges, this Agreement, and under the joint defense doctrine. Nothing in this Agreement obligates any party to reveal material subject to the attorney-client privilege, work product doctrine or any other applicable privilege.

- The parties hereto understand and agree that neither Disclosing Party nor any of its Agents is making any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information and shall have no liability to Receiving Party hereunder resulting from Receiving Party's use of the Confidential Information. Each party hereby expressly disclaims all such warranties, including any implied warranties of merchantability and fitness for a particular purpose, non-infringement and accuracy, and any warranties arising out of course of performance, course of dealing or usage of trade. Except for the limited right to use Disclosing Party's Confidential Information as permitted by this Agreement, Receiving Party further understands that no license is granted, conveyed or implied with respect to the Confidential Information of Disclosing Party or other rights under any patent, patent application, copyright, trademark, service marks or any other intellectual property right of Disclosing Party, all of which shall remain the sole property of Disclosing Party.

29. **Non-Circumvent.** Additionally, both Parties agree not to circumvent either party's working relationships with any suppliers, customers, laboratories or other third parties. Both Parties understand and agree that Disclosing Party retains ownership of any referrals to its suppliers, customers, laboratories or other third parties ("**Referrals**"), and that Receiving Party cannot deal directly with any of Disclosing Party's Referrals for any reason without the written consent of Disclosing Party. This non-circumvention provision shall survive, and remain in full effect, for two (2) years from the termination of this Agreement.

30. **Term.** The term of this Agreement shall commence as of the Effective Date and continue in force for a period of two (2) years thereafter unless earlier terminated by a party in accordance with this Agreement. Either party may terminate this Agreement with immediate effect upon written notice to the other party. Notwithstanding the termination or expiration of this Agreement, the confidentiality and other obligations of the parties hereunder shall survive (and continue in full force and effect) until the three (3) year anniversary of the Effective Date.

31. **No Waiver.** The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

32. **Remedies.** The parties agree that due to the unique nature of the Confidential Information, in the event of a breach of this Agreement by Receiving Party or its Agents, Disclosing Party may be irreparably damaged, which damages may be difficult or impossible to measure. Consequently, the parties hereby agree that in addition to any other remedy to which Disclosing Party may be entitled by law or equity, Disclosing Party shall be entitled to seek an injunction to prevent a

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breach of this Agreement and an order compelling specific performance of this Agreement.

33. **Governing Law; Venue; Waiver of Jury Trial.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws principles. The parties hereto agree that any and all actions or proceedings seeking to enforce any provision of, or based upon any right arising out of, this Agreement shall be brought exclusively in the state and federal courts located in the State of Delaware. Each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world. The parties hereto specifically waive any right to a jury trial with respect to any matter arising under this Agreement.

3. **Counterparts.** This Agreement may be executed in one or more counterparts, with the same effect as if the parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Agreement. Original signatures to this Agreement transmitted by facsimile or electronic transmission shall have the same force and effect as originals.

4. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the Confidential Information in connection with the subject matter hereof and supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether oral or written, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom.

5. **Miscellaneous.** No amendment to this Agreement shall be binding upon any party hereto unless in writing and signed by both parties. Any provision of this Agreement which is illegal, invalid, prohibited or unenforceable shall be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating or impairing the remaining provisions hereof. This Agreement does not obligate either party to enter into any other agreement relating to the Transaction, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated hereby concerning the Transaction. No provision of this Agreement shall be interpreted to create any third-party beneficiary rights of any kind and all provisions shall be personal solely between the parties hereto. In the event of any action, suit or proceeding brought under or in connection with this Agreement, the prevailing party shall be entitled to recover, and the non-prevailing party agrees to pay, the prevailing party's costs and expenses in connection therewith, including actual and reasonable attorney's fees. The parties are independent contractors, and nothing contained in this Agreement shall be construed to constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

6. **Assignment.** This Agreement is binding upon the parties and their successors and assigns. Neither party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party; provided, however, that each party may assign its rights and obligations hereunder, by written notice to the other party, to an Affiliate or to a successor or

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transferee (whether by merger, consolidation, purchase or otherwise) of either all or substantially all of the assets of such assigning party to which this Agreement pertains. Any purported assignment in violation of this Section 12 shall be void.

IN WITNESS HEREOF, the parties have agreed and fully executed this Mutual Non-Disclosure Agreement as of the Effective Date.

INTERESTED PARTY:

ONMED LLC:

Address: 1001 E. Ninth Street, Building A
Reno, NV 89512

Address: 14105 McCormick Drive
Tampa, Florida 33626

By: _____
(signature)

By: _____
(signature)

Name: Mark Stewart

Name: Karthik Ganesh

Title: Washoe County Procurements
& Contracts Manager

Title: Chief Executive Officer