AMENDMENT #1 TO THE HEALTH SERVICES AGREEMENT

This Amendment #1 ("Amendment") is made and entered into on the 1st day of July, 2026, and is an amendment to the Health Services Agreement dated July 1, 2024, ("Agreement") between Washoe County, Nevada and ("County"), and NaphCare Nevada, LLC ("NaphCare").

WHEREAS, the Parties wish to exercise the first two (2)-year renewal term beginning July 1, 2026 and ending June 30, 2028, amend staffing for the provision of adult health care services, incorporate a market adjustment, and adjust base compensation accordingly for the renewal term; and

WHEREAS, the County, through an intergovernmental arrangement between the Sheriff's Office and the Washoe County Department of Juvenile Services (WCDJS), desires for NaphCare to furnish health care services to Juvenile Detainees in the custody of the WCDJS at the Jan Evans Juvenile Justice Center, Wittenberg Hall, located at 650 Ferrari-McLeod Blvd, Reno, NV 89512; and

WHEREAS, the Parties desire to add a Scope of Work, staffing, and compensation for the provision of juvenile health care services to the Agreement as set forth herein; and

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated in full by this reference, and the mutual benefits and covenants contained herein, the County and NaphCare, pursuant to 11.5 of the Agreement, agree to amend the Agreement as follows:

I. County and NaphCare agree to exercise the first two (2)-year renewal option period beginning July 1, 2026, and ending June 30, 2028.

II. The staffing plan in Exhibit C shall be deleted in its entirety and replaced with Exhibit C attached hereto and effective July 1, 2026. The amended staffing plan adds 1.0 FTE Mental Health Professional (MHP) and removes 1.0 FTE Psych Registered Nurse (RN).

III. Exhibit E "Juvenile Health Care Services Scope of Work" shall be added to the Agreement effective July 1, 2026, which includes the addition of 2.1 FTE RN (Days), 2.1 FTE RN (Nights), 0.1 FTE Medical Doctor, 0.2 FTE Pych Nurse Practitioner (NP), 0.5 FTE APRN, and 0.2 FTE MHP at the Jan Evans Juvenile Justice Center, Wittenberg Hall .

IV. County and NaphCare agree that the base compensation payable to NaphCare for the renewal period beginning July 1, 2026 and ending June 30, 2028, for the provision of adult health care services shall include a three percent (3%) market adjustment for Renewal Year One, a three percent (3%) market adjustment for Renewal Year Two, and adjustments for the aforesaid staffing changes. Base compensation for the first two (2)-year renewal term shall be as follows for the provision of adult health care services:

Adult Services	Annual	Monthly
Renewal Year 1 (7/1/26-6/30/27)	$ 14,622,951.10	$ 1,218,579.26
Renewal Year 2 (7/1/27-6/30/28)	$ 15,061,639.63	$ 1,255,136.64

V. County and NaphCare agree that the base compensation payable to NaphCare for the renewal period beginning July 1, 2026 and ending June 30, 2028, for the provision of juvenile health care services shall include a three percent (3%) market adjustment for Renewal Year Two. Base compensation for the first two (2)-year renewal term shall be as follows for the provision of juvenile health care services:

Juvenile Services	**Annual**	**Monthly**
Renewal Year 1 (7/1/26-6/30/27)	$ 1,452,396.00	$ 121,033.00
Renewal Year 2 (7/1/27-6/30/28)	$ 1,495,967.88	$ 124,663.99

Except as modified herein, all other terms and conditions set forth within the Agreement between the parties shall remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

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

NAPHCARE NEVADA, LLC

By: Bradford T. McLane
Its: Chief Executive Officer

6/24/2026

Signature Date

COUNTY

By: Mark Stewart
Its: Purchasing and Contracts Manager

Signature Date

EXHIBIT C – Amended

Washoe Co NV NaphCare Staffing ADP 1,250 Position	FTE
Day Shift	
Health Services Administrator	1.000
Director of Nursing	1.000
Medical Director	1.000
Mental Health Director	1.000
NP/PA - Clinic	2.100
RN - Intake	4.200
EMT - Intake	2.100
Charge RN	2.100
RN - Infirmary	2.100
RN - Sick Call	2.000
Mental Health Professional	5.200
Psych RN	0.000
Discharge Planner - Medical	1.000
Discharge Planner - Mental Health	1.000
NP/PA - MAT	0.250
RN - MAT	1.400
Psychiatrist	1.000
Psych NP	2.000
Administrative Assistant	2.000
Medical Assistant/Phlebotomist	2.400
Dentist	0.400
Dental Assistant	0.400
LPN - Med Pass	8.400
OB/GYN Clinic	0.150
Night Shift	
RN - Intake	4.200
EMT - Intake	2.100
Charge RN	2.100
RN - Infirmary	2.100
LPN - Med Pass	8.400
	63.100

EXHIBIT E

HEALTH CARE SERVICES FOR WASHOE COUNTY DEPARTMENT OF JUVENILE SERVICES, WITTENBERG HALL, DETENTION CENTER

SCOPE OF WORK

SCOPE OF PROJECT

PROVIDER shall provide comprehensive medical care services to Juvenile Detainees in the custody of the Washoe County Department of Juvenile Services (WCDJS), including staffing, pharmacy services, and physician services to support the needs of WCDJS. Such services are requested at the Jan Evans Juvenile Justice Center, Wittenberg Hall, located at 650 Ferrari-McLeod Blvd, Reno, NV 89512. In May 2026, the average daily population (ADP) for juveniles who were held at Wittenberg Hall was thirty to forty (30-40) youth with an average length of stay of approximately thirty-seven (37) days. The Parties agree to establish an ADP of 40 juveniles for purposes of this Agreement.

SECTION I: DEFINITIONS

A. COVERED PERSONS -A JUVENILE/YOUTH/DETAINEE who is: (1) part of the FACILITY's Average Daily Population; and (2) incarcerated in the FACILITY; and (3) booked into the FACILITY, PROVIDER agrees to provide services under this contract to such juvenile/detainee.

B. PROVIDER- means the contracted medical services provider and its officers, employees, agents, and subcontractors.

C. CQI- means continuous quality improvement

D. FACILITY - Juvenile Detention Center and Washoe County Department of Juvenile Services, Jan Evans Juvenile Justice Center, Wittenberg Hall.

E. FIT FOR CONFINEMENT - A determination made by PROVIDER'S authorized physician and/or health-trained FACILITY staff that a JUVENILE/DETAINEE is medically stable and has been medically cleared for acceptance into the FACILITY. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

F. MEDICALLY NECESSARY- means health care services that are clinically appropriate and consistent with generally accepted standards of correctional health care.

G. FACILITY MANAGER/ADMINISTRATOR The administration or managers of the Facility, including the Division Director, Detention Manager, Fiscal and

Operations Manager, or their designee(s).

H. HEALTH CARE STAFF - Medical and support staff provided or administered by PROVIDER.

I. NCCHC - The National Commission on Correctional Health Care and its Standards for Health Services for Juvenile Detention and Confinements Facilities.

J. SPECIALTY SERVICES - Medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, or dermatology, or other specialized field of medicine, excluding services that are otherwise provided for in this CONTRACT.

K. COUNTY or WCDJS- the Washoe County Department of Juvenile Services.

L. EMR- the electronic medical record system used to document care under this Scope of Work.

M. CRITICAL INCIDENT- any serious injury, hospitalization, death, significant medication error, suicide attempt, or system failure affecting the delivery of medical care.

N. MEDICALLY NECESSARY- health care services that are clinically appropriate and consistent with generally accepted standards of correctional health care.

O. QUALIFIED RESULTANT VACANT HOURS (QRVH)- the staffing-vacancy reconciliation mechanism described in Section II (A)(29)(P) of this Exhibit E, calculated using the staffing matrix incorporated in Exhibit E-1.

SECTION II: RESPONSIBILITIES OF PROVIDER

A. GENERAL HEALTH CARE SERVICES. PROVIDER shall arrange and deliver the most effective cost possible for the following health care services:

1. RECEIVING SCREENING. A receiving medical screening of a COVERED PERSON shall be performed upon the COVERED PERSON being booked into the FACILITY in accordance with NCCHC STANDARDS. All receiving screenings will be performed by a medical professional retained by PROVIDER. During periods when the medical professional is not onsite, appropriately trained detention staff may complete the initial receiving screening in accordance with approved policies, procedures, and protocols, with follow-up review by PROVIDER medical staff as soon as possible. PROVIDER shall complete a receiving screening that, at a minimum, determines the Juvenile Detainee's immediate health care needs and takes steps appropriate to assure these are addressed throughout the Juvenile Detainee's stay, including verification of current medications, special housing recommendations, special diet concerns, and placing the juvenile on suicide precautions pending further evaluation as appropriate.

2. HEALTH ASSESSMENT. A health assessment of a COVERED PERSON shall be performed as soon as possible, but no later than 7 days after the

COVERED PERSON'S arrival at the FACILITY in accordance with NCCHC STANDARDS.

3. MENTAL HEALTH SCREENING, EVALUATION, AND ASSESSMENT. The FACILITY shall ensure all detained JUVENILES receive a mental health screening using the Massachusetts Youth Screening Instrument (MAYSI-2) or other state-approved screening tool consistent with NRS 62C.035 and the validated tool requirements of NRS 62B.610 and 62B.625.

   If a JUVENILE screens positive in any area, exhibits concerning behavior, expresses suicidal ideation, demonstrates symptoms of mental illness, or otherwise presents with mental health concerns identified by staff, then an RN employed by THE PROVIDER shall complete an initial triage within twenty-four (24) hours. The RN shall communicate and escalate any identified concerns to the appropriate clinician for further evaluation as clinically indicated. THE PROVIDER shall promptly, but no later than end of shift, communicate identified safety risks, suicide concerns, acute mental health conditions, housing recommendations, and clinically necessary precautions to designated FACILITY staff in accordance with confidentiality laws and FACILITY safety procedures.

   Screening, evaluation, and assessment findings shall inform housing decisions, supervision levels, suicide precautions, behavioral management strategies, referrals, and continuity of care in accordance with FACILITY policy and applicable law. THE PROVIDER shall make appropriate referrals for ongoing supportive services, crisis intervention, psychiatric care, medication management, or higher levels of care when clinically indicated.

   FACILITY Mental Health Counselors, who are employees of the FACILITY, shall provide supportive counseling, behavioral interventions, and case coordination. THE PROVIDER shall provide clinical mental health services associated with screening, assessment, psychiatric care, crisis response, medication management, and clinically indicated referrals within the scope of contracted services.

   Nothing in this Agreement shall be interpreted to relieve THE PROVIDER of responsibility or liability for the adequacy, timeliness, appropriateness, documentation, communication, or professional standard of care associated with the mental health screening, evaluation, assessment, referral, psychiatric, or crisis response services performed by THE PROVIDER or its employees, contractors, or agents. THE PROVIDER shall coordinate and communicate with FACILITY custody, mental health personnel, medical staff, and probation staff as necessary to support continuity of care, avoid duplication of services, and address safety concerns while complying with applicable confidentiality laws.

4. PHYSICAL EXAMINATIONS. A physical examination of a COVERED PERSON shall be performed upon order of a JUVENILE to designated residential facilities and commitment to the Division of Child and Family Services and CHINA SPRING YOUTH CAMP/AURORA PINES GIRLS FACILITY, in accordance with all requirements of NRS 62C.035, NRS 62B.610, and 62B.625 and agency or facility policies. Should the physical examination identify medical needs, PROVIDER is responsible for the coordination of such services.

5. USE OF FORCE INCIDENTS: A qualified health care professional will perform a medical screening of all youth involved in a Use of Force incident within the FACILITY and document findings. This information is to be provided to COUNTY, when requested. For youth placed at the FACILITY who are involved in a Use of Force incident, the medical provider present will assess the youth immediately after the incident. If there is not a medical provider present at the Facility when the Use of Force occurs, the Detention medical provider will be contacted to provide medical consultation via telehealth.

6. SICK CALL. A qualified healthcare professional shall conduct sick call services for COVERED PERSONS in a timely manner and in an appropriate clinical setting. "Sick call" includes, but is not limited to, nursing or medical referrals initiated by staff, requests by a COVERED PERSON to be seen by medical staff, placement on medical isolation or limited physical activity status through FACILITY policy, observed illness, injury, or concerning symptoms, follow-up care needs, and other situations reasonably requiring medical evaluation or assessment. Medical staff shall be available to evaluate COVERED PERSONS daily. Following assessment, medical staff shall communicate relevant medical status updates, restrictions, precautions, housing considerations, and follow-up instructions to designated FACILITY staff as appropriate and consistent with confidentiality laws and FACILITY procedures.

7. WITHDRAWAL MANAGEMENT (DETOXIFICATION). PROVIDER shall, in accordance with NCCHC Standards for Health Services in Juvenile Detention and Confinement Facilities: (a) conduct screening and assessment for substance withdrawal at intake and on an ongoing basis; (b) provide on-site withdrawal management services, including use of a recognized age-appropriate withdrawal assessment protocol, clinical monitoring, and medication as clinically indicated; (c) determine when withdrawal symptoms exceed the level of care that can be safely managed on-site and require transfer, and (d) document all withdrawal screening, monitoring, and treatment.

8. MEDICATION PASS. A qualified healthcare professional shall administer and coordinate medications for COVERED PERSONS as medically necessary and in accordance with applicable federal and state law, including NRS 62B.240, NRS 62B.250, and, where applicable, NRS 62B.530, as well as applicable professional standards, licensing requirements, and FACILITY policies and procedures. Medication administration shall be appropriately documented, including any medication not administered, refused, delayed, omitted, discontinued, or administered in error, together with the reason therefor and any corrective action taken, on the date of occurrence. THE PROVIDER shall promptly communicate clinically relevant medication status updates, restrictions, precautions, refusals, adverse reactions, or medication errors to designated FACILITY staff as appropriate. The Division Director shall be notified in writing of any medication error no later than the next business day.

9. FIRST AID AND FOLLOW-UP. Qualified health professionals shall provide first aid or first responder medical care within the FACILITY in the event of a medical emergency. In the event a COVERED PERSON requires hospitalization, a member of the HEALTH CARE STAFF will consistently follow-up on the condition of such COVERED PERSON, while COVERED PERSON is hospitalized. All efforts will be made by PROVIDER to avoid unnecessary emergency room visits.

10. STATCARE / 24-HOUR ON-CALL COVERAGE. PROVIDER's STATCare team of Nevada-licensed advanced care practitioners is available to provide remote, 24/7 on-call coverage to ensure access to treatment when a prescriber is not available on-site. STATCare can start critical medications, initiate first-line treatments, and address emergent needs. STATCare has real-time access to a patient's complete medical record through TechCare®. On-site providers can access and review orders placed by STATCare in TechCare® and may choose to continue, change, or discontinue any orders, as they deem necessary.

11. PARENT/GUARDIAN NOTIFICATION. Parent(s)/guardian(s) shall be notified promptly of any emergency medical events, hospital transfers, critical incidents, or significant changes in a JUVENILE'S health status, unless prohibited by law or Facility policy. PROVIDER shall coordinate notification with Facility staff to ensure the most appropriate course of communication and document attempts and outcomes of all required notifications in the EMR.

12. FIT FOR CONFINEMENT. If a COVERED PERSON is identified as NOT FIT FOR CONFINEMENT, the treating physician and/or qualified health professional will clearly articulate to the FACILITY'S Detention Manager and Supervisor the medical reasons the COVERED PERSON is not fit for

confinement. The Division Director, Detention Manager, or approved designee shall have authority, based on observation or extenuating safety concerns, to temporarily defer or override a determination made for "fit for confinement" during intake by THE PROVIDER. Such action shall be immediately communicated to PROVIDER'S clinician or designated medical authority for review and documentation.

13. AMBULANCE SERVICE. PROVIDER shall not be responsible for the provision or cost of emergency ambulance services for COVERED PERSONS. PROVIDER will coordinate with FACILITY management and/or security staff as needed to arrange such transportation.

14. COLLECTION OF PHYSICAL EVIDENCE. The HEALTH CARE STAFF will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.}, except within guidelines established by the National Commission on Correctional Healthcare (NCCHC). If HEALTH CARE STAFF collect physical evidence, COUNTY shall be responsible for arranging any testing and bear the cost of collection and testing the collected evidence and any associated staffing costs for HEALTH CARE STAFF to provide court related testimony. Costs incurred by PROVIDER for court related testimony will be periodically reconciled with COUNTY. After collecting evidence, the HEALTH CARE STAFF shall turn the specimen over to COUNTY or a court-designated representative for completion of chain-of-custody evidence.

15. DENTAL. PROVIDER shall be responsible for the assessment, referral and coordination for potential dental related issues and shall not be responsible for the provision or cost of any dental services. PROVIDER shall ensure identified dental issues are referred to a third-party dentist licensed to practice in the state of Nevada for all youth, including those committed to the Division of Child and Family Services (DCFS) under NRS 62E .530. The Parties acknowledge that the PROVIDER does not employ or contract with a dental provider dedicated to the FACILITY.

16. ELECTIVE MEDICAL CARE. PROVIDER shall not be responsible for the provision or cost of any elective medical or related care. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of PROVIDER's Chief Clinical Officer or designee, cause the JUVENILE/DETAINEE'S health to deteriorate or cause harm to the JUVENILE/DETAINEE'S well-being. Decisions concerning elective medical care shall be consistent with applicable American Medical Association (AMA) Standards.

17. HOSPITALIZATION. PROVIDER will arrange but shall not bear the cost for hospitalization for a COVERED PERSON who, in the opinion of the treating physician and/or designee, requires hospitalization. COUNTY or PARENT/GUARDIAN shall bear the cost for any such services. PROVIDER will collaborate with the treating hospital on the medical needs and discharge planning of all COVERED PERSONS.

18. LONG TERM CARE - PROVIDER shall not be responsible for the provision or cost of any long-term care facility services. In the event COVERED PERSON requires skilled care, custodial care, or other services of a long-term care facility, PROVIDER shall coordinate such services. COUNTY or PARENT/GUARDIAN shall bear the cost.

19. MEDICAL EQUIPMENT. PROVIDER is required to maintain medical equipment to assist in providing health care services to COVERED PERSONS (i.e. thermometers, scales, stethoscopes, vital sign machine, etc.) under the terms of this scope of work. The Parties acknowledge that the base compensation for juvenile health care services does not include the cost of equipment. In the event that new equipment is required for the provision of juvenile health care services at the Facility, then the COUNTY shall bear financial responsibility for the cost of such equipment.

20. MEDICAL SUPPLIES. PROVIDER shall provide and procure the most effective cost possible for medical supplies (i.e., alcohol prep pads, syringes, etc.) required to administer the terms of this scope of work.

21. MEDICAL WASTE - PROVIDER shall be responsible for scheduling the disposal of medical waste, medicines, and narcotics. COUNTY is responsible for the cost of the disposal service.

22. PATHOLOGY SERVICES (also referred to laboratory services): PROVIDER is responsible for collecting pathology ordered by the PROVIDER'S physician for COVERED PERSONS. COUNTY or PARENT/GUARDIAN is responsible for the cost of pathology results for COVERED PERSONS. To the extent off-site pathology services are required, the PROVIDER shall coordinate the appropriate off-site arrangements but shall not bear the cost of such services. PROVIDER shall be responsible for maintaining proper licensure for state and local laboratory requirements associated with the FACILITY.

23. RADIOLOGY SERVICES. PROVIDER is responsible for coordinating off-site radiology services (also referred to as x-ray services) for COVERED PERSONS. COUNTY or PARENT/GUARDIAN is responsible for the cost of radiology services for COVERED PERSONS.

24. PHARMACY SERVICES. PROVIDER shall provide monitoring of pharmacy usage. Except as provided below, COUNTY or PARENT/GUARDIAN shall bear the cost of all prescription and non-prescription over-the-counter medications prescribed by PROVIDER's duly licensed physician and/or authorized prescriber for a COVERED PERSON.

    a. GENERAL. Prescribing, dispensing, and administering of medication shall comply with all State and Federal laws and regulations, and all medications shall be dispensed under the supervision of a duly authorized, appropriately licensed, or certified health care PROVIDER. PROVIDER shall ensure there is no lapse in prescribed medication administration.

    b. PHARMACY SERVICES. PROVIDER shall provide pharmacy services seven days a week, with scheduled shipment of medications six days a week and must have local backup pharmacy services available on Sundays, holidays, and in urgent or emergent situations. All prescription orders shall be logged in the patient's electronic medical record. Trained medical personnel will administer medications within 12 hours following the ordering of the pharmacotherapy by the responsible clinician. PROVIDER is responsible for disposing of excess medications in accordance with all applicable laws.

    c. PHARMACY. PROVIDER is responsible for providing COUNTY a monthly report detailing the pharmacy cost and any applicable rebates along with the invoice for said month.

    d. DOCUMENTATION. PROVIDER shall ensure all medication prescribed for COVERED PERSONS is accurately documented in the Electronic Medical Records System (EMR) to include all MEDICATION ERRORS and MEDICATION REFUSALS.

    e. COST CONTROLS. PROVIDER shall utilize generic medications whenever clinically appropriate and cost-effective. All medication costs billed to COUNTY and/or FACILITY must be documented, reasonable, and subject to review and approval by the COUNTY.

25. THIRD-PARTY BILLING AND REIMBURSEMENT. PROVIDER shall support third-party billing and reimbursement efforts and shall make reasonable efforts to identify and utilize private insurance, Medicaid, or other available third-party payors prior to billing the COUNTY for medication-related costs. PROVIDER shall verify insurance eligibility, support claims submission, and coordinate with parent(s)/guardian(s) to obtain insurance

information, maintaining documentation of billing and reimbursement efforts.

26. SPECIALTY SERVICES. In the event it is determined that a COVERED PERSON requires SPECIALTY SERVICES, PROVIDER shall arrange, and COUNTY or PARENT/GUARDIAN shall bear the cost of such services. PROVIDER'S authorized physician will make such determination and refer COVERED PERSONS for SPECIALTY SERVICES when, in the physician's professional opinion, it is deemed medically necessary. PROVIDER'S authorized personnel will make a recommendation and obtain approval from COUNTY'S office for SPECIALTY SERVICES prior to making arrangements for such services. PROVIDER shall arrange on-site SPECIALTY SERVICES to the extent reasonably possible. To the extent SPECIALTY SERVICES are required and cannot be rendered on-site, PROVIDER shall make appropriate off-site arrangements for rendering such care.

27. VISION CARE - PROVIDER shall not be responsible for the provision of eyeglasses or any other vision services other than care for eye injuries or diseases. In the event any COVERED PERSON requires vision services, including an ophthalmologist's services, PROVIDER shall be responsible for the assessment, coordination and referral for potential vision related issues and shall not be responsible for the cost of such vision or eye care services.

28. COORDINATION OF CARE. Except as otherwise provided herein, PROVIDER is responsible for the coordination of all medical care given to COVERED PERSONS, whether inside or outside of the FACILITY.

29. HEALTH CARE STAFF

    A. STAFFING HOURS. PROVIDER shall provide staffing hours in accordance with Exhibit E-1, Staffing Matrix.

    B. In the event of an unplanned absence by any scheduled RN or APRN, PROVIDER shall notify the facility administrator within two (2) hours of learning of the absence and use reasonable efforts to provide replacement coverage. PROVIDER shall not satisfy this obligation through the use of unqualified personnel or by reducing coverage below the minimums established in Exhibit E-1, Staffing Matrix.

    C. PROVIDER shall maintain a documented on-call roster, updated no less than weekly, and shall provide a copy to the facility administrator upon request. Failure to maintain scheduled coverage, on-call availability, or to fill an unplanned absence

within the timeframes set forth herein shall constitute a material breach of this Agreement.

D. Nursing pool will consist of Registered Nurses positions.

E. A Medical Physician must be on site at the Detention Facility a minimum of once a week to complete Physical Examinations in accordance with NRS 62E.530 or other county camp or residential placement requirements.

F. A medical professional is required to provide oversight, guidance and direction to Nurses responsible for providing daily services to youth.

G. PROVIDER shall provide adequate HEALTH CARE coverage in the FACILITY by scheduling staff appropriately to meet the requirements of this scope of work and will be responsible for patient care in the form of medical assessment, evaluation, planning, and implementation.

H. PROVIDER shall provide FACILITY management a schedule of all employees scheduled to work at the FACILITY and the Facility each Friday for the following week's medical coverage.

I. PROVIDER shall provide and arrange for the provision of on-call 24-hour physician or mid-level provider for consultation and emergency medical treatment.

J. STAFFING LEVELS. PROVIDER is required to meet the contractual staffing matrix in Exhibit E-1. This includes COVERAGE when medical staff are on planned leave, out sick, and/or unable to perform their assigned duties, as scheduled. The COVERAGE must be of equivalent licensure. Should the actual staffing needs be affected by medical emergencies, riots, increased or decreased JUVENILE/DETAINEE population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be agreed to by COUNTY and PROVIDER. Such agreements shall be in writing between the Parties unless an emergency warrants a verbal agreement which shall be subsequently documented in writing.

K. LICENSURE, CERTIFICATION, AND REGISTRATION OF HEALTH CARE STAFF. All HEALTH CARE STAFF shall be licensed, certified and registered, as appropriate, in their respective areas of expertise pursuant to applicable state law and as required by NCCHC guidelines. PROVIDER shall maintain all

required licenses during the term of this Agreement and shall immediately notify COUNTY if at any time any required license is suspended or revoked. PROVIDER shall only assign personnel properly licensed and certified in the State of Nevada. Verification of licensure, certification, and registration of Health Care Staff shall be provided to COUNTY when requested.

STAFF SCREENING. COUNTY shall screen PROVIDER'S proposed HEALTH CARE STAFF, employees, agents, and subcontractors providing services at the FACILITY. COUNTY shall have final approval of PROVIDER'S HEALTH CARE STAFF, employees, agents, and subcontractors regarding security/background clearance. HEALTH CARE STAFF ARE NOT ALLOWED TO BEGIN WORK WITHOUT A CLEARED BACKGROUND UNLESS THEY HAVE CLEARED LOCAL SCREENING AND HAVE RECEIVED WRITTEN APPROVAL FROM COUNTY. For any PROVIDER member who may also work at, or whose duties are shared with, the Washoe County Sheriff's Office, the parties shall specify in writing which agency is responsible for conducting and maintaining the background investigation and clearance. Additional background screening may be required for JUVENILES under Nevada law.

L. SATISFACTION WITH HEALTH CARE STAFF. PROVIDER shall remove from the FACILITY any assigned employee who, in the sole opinion of COUNTY, is not performing the services in a proper manner consistent with the medical needs of the JUVENILE/DETAINEES or operational or safety requirements of the FACILITY. Such removal shall in no way require dismissal or other disciplinary action of the employee by PROVIDER. COUNTY shall notify PROVIDER in writing of any request for removal of an employee unless there is urgency in the removal of employee.

M. TRANSITION – HIRING PREFERENCE FOR CURRENT COUNTY MEDICAL STAFF. PROVIDER shall, during the transition period, make good-faith offers of employment to, and give hiring preference to, qualified COUNTY medical staff employed by the FACILITY as of the effective date of the contract, subject to PROVIDER'S standard hiring, credentialing, licensure, and background-check requirements. PROVIDER shall interview each interested current FACILITY medical employee and shall report to COUNTY in writing, which employees were offered positions and the disposition of each.

N. STAFFING REPORTS AND ADJUSTMENT FOR UNDERSTAFFING. PROVIDER will provide a staffing report every four (4) weeks to COUNTY, FACILITY MANAGEMENT that details Productive Hours (staff on duty at assigned post) versus Contracted Hours (per the non-exempt FTE requirements as shown in - Exhibit E-1, Staffing Matrix WCDJS to identify vacancies. A staffing position shall be deemed filled when PROVIDER is paying a like-kind employee and/or other trained and licensed personnel utilized from a staffing agency or PRN pool to fill the position, as further described in Section 2.2 (C) of this Agreement. PROVIDER agrees to reimburse COUNTY for "Qualified Resultant Vacant Hours" ("QRVH") for those positions under the Health Care Services Staffing Matrix.

O. Reimbursement for the month's QRVH will be calculated in accordance with Section 2.5 "Staffing Penalties" of this Agreement.

P. ADJUSTMENT FOR CHANGES TO THE AVERAGE DAILY POPULATION (ADP). The Parties agree that the ADP is 40 for Youth. If the ADP exceeds 60 for youth for a period of 60 days or more, then the Parties agree to meet and confer to negotiate any necessary changes to staffing and compensation. The Parties acknowledge that the COUNTY's facilities under this Agreement can hold 108 youth.

	Per Diem
Above 108 Youth	$1.45

The ADP shall be determined on the first day of each calendar month based on the Youth population of the preceding calendar month as reported by COUNTY. The applicable Per Diem Rate in any month shall be calculated as follows:

Actual ADP - Agreement ADP x number of days in the month x Per Diem Rate for the applicable Agreement Term.

30. ADMINISTRATIVE SERVICES

A. REPORTS. As requested, by COUNTY, PROVIDER shall

submit health care reports concerning the overall operation of the health care services program and the general health of COVERED PERSONS on a monthly basis to the Division Director and Fiscal and Operations Manager, in accordance with the reporting requirements of Sections 5.6, 5.6, and 11.2 of this Agreement.

B. MEETINGS. PROVIDER shall meet with the FACILITY Administration monthly to discuss treatment of COVERED PERSONS and to approve any proposed changes in health-related procedures or other matters, which both Parties deem necessary. PROVIDER shall participate in weekly Multidisciplinary Team Meetings (MDT) held by the FACILITY to discuss the comprehensive care of JUVENILE/DETAINEES in accordance with applicable confidentiality laws.

C. MANAGEMENT INFORMATION SYSTEM. PROVIDER shall maintain its Care Management system to ensure COVERED PERSONS receive medically necessary health care services in the most appropriate health care setting. PROVIDER shall implement and maintain its advanced Care Management system at the FACILITY. PROVIDER'S Care Management system shall allow PROVIDER to track off-site care and ensure timely return from off-site visits.

D. MEDICAL RECORDS MANAGEMENT. PROVIDER shall provide the following medical records management services:

1. MEDICAL RECORDS. PROVIDER will provide an Electronic Medical Records System (EMR).

2. All medical activities shall be recorded in the EMR at or near real time. The only documents that should be scanned are those provided by other medical providers.

E. MEDICAL RECORDS. HEALTH CARE STAFF shall maintain, cause, and require the maintenance of complete and accurate medical records and reports for COVERED PERSONS who have received health care services. PROVIDER will keep medical records confidential and shall not release any information contained in any medical record

except as required by published FACILITY policies, by a court order, or by applicable law. All medical records shall be stored and maintained at a COUNTY facility and available to COUNTY.

1. Upon termination or expiration of the Agreement, PROVIDER shall deliver all juvenile medical records to the County at no additional cost in a usable, exportable, searchable, and non-proprietary electronic format, regardless of the electronic medical record system utilized by PROVIDER. PROVIDER shall coordinate with FACILITY regarding record retention, transfer, and storage requirements.

2. COMPLIANCE WITH LAWS. Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation. It is the responsibility of PROVIDER to be aware and remain updated on all Nevada specific laws, codes, and regulations regarding the management of medical records.

3. RECORDS AVAILABILITY. PROVIDER shall make available to COUNTY, at COUNTY'S request, all records, documents, and/other documentation directly relating to the delivery of health care services at the FACILITY for COVERED PERSONS.

4. ELECTRONIC RECORDS SHARING. PROVIDER agrees to work with COUNTY on the electronic sharing of information between PROVIDER and COUNTY'S juvenile case management system.

F. INCIDENT REPORTS. PROVIDER's Medical Administrator will be responsible for ensuring that its staff reports in writing any problems and/or unusual incidents to FACILITY ADMINISTRATION or their designee(s) by the end of shift. This includes, but is not limited to medical, security and personnel issues that might adversely impact the delivery of medical health care services, and/or the safety and security of

the FACILITY.

G. TRAINING. PROVIDER will ensure all medical staff receive required onboarding trainings prior to performing any work within this Scope of Work. PROVIDER shall ensure that scheduled medical staff comply with statutory requirement trainings for FACILITY.

H. STAFF PERFORMANCE. PROVIDER will be responsible for monitoring the performance of all medical health care personnel rendering care to youth and will address issues and concerns accordingly.

I. COLLABORATION. PROVIDER will be responsible for ensuring that its staff work in partnership with security, mental health, probation, and other FACILITY staff, mental health staff and COUNTY to develop solutions to preserve and meet the unique needs of JUVENILES.

31. PERSONS COVERED UNDER THIS CONTRACT

A. GENERAL. Except as otherwise provided in this CONTRACT, PROVIDER shall only be required to arrange for health care services provided to COVERED PERSONS.

B. EMERGENCY MEDICAL CARE FOR FACILITY EMPLOYEES AND VISITORS. PROVIDER shall arrange for on-site first response emergency medical care as required for FACILITY employees, contractors, and visitors in the FACILITY. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.

C. RELEASE FROM CUSTODY. PROVIDER is not responsible for payment of costs associated with any medical services rendered to a COVERED PERSON when said COVERED PERSON is injured outside the FACILITY during transport to or from the FACILITY.

32. POLICIES AND PROCEDURES

A. PROVIDER shall maintain and adhere to site-specific medical Policy and Procedure manual for COVERED PERSONS.

B. PROVIDER shall provide documentation that its staff have completed proper orientation to the medical program and site-specific policy/procedure.

C. The Policy and Procedure manual will state policy for each health service activity and the defined procedures for carrying out that activity.

D. PROVIDER will ensure that medical staff communicate with the FACILITY ADMINISTRATION or designee when a Policy and/or Procedure is not followed that includes the rationale of the circumstance.

E. The policies and procedures manual must be signed off by PROVIDER, Medical Director, and Health Care Services Manager.

F. Quality Assurance/Quality Improvement

a. PROVIDER shall institute a program of Continuous Quality Improvement (CQI). PROVIDER must provide documentation that a CQI Program is in place which includes monthly meetings of the CQI committee. The CQI program must include both process and outcome studies and must cover all aspects of care provided. The CQI program must use multi- disciplinary committees PROVIDER will provide FACILITY ADMINISTRATION, or their designee(s) with a briefing of CQI efforts on a monthly basis.

b. Professional Peer Review (PPR) which will include, but not be limited to, audits and medical record review. PPR shall occur quarterly by physicians and nurses at PROVIDER'S expense outside of CONTRACT. PROVIDER will provide FACILITY ADMINISTRATION or their designee(s) a briefing of all PPRs on a quarterly basis.

c. PROVIDER shall establish a tracking system for off-site referrals including subspecialty, in- patient stays, outpatient visits, and observation stays. The system must include

non-urgent hospitalization, emergency hospitalizations and all emergency room evaluations. The system must track access to services as to their appropriateness and timeliness and clearly identify pre- existing condition determination and why care could not be rendered at the Detention Facility.

G. PROVIDER shall review and update the Policy and Procedures manual at minimum, every year.

33. MINIMUM STAFFING REQUIREMENTS

A. PROVIDER is responsible for providing information on the medical personnel they believe is needed to meet all the requirements in this Scope of Work.

B. PROVIDER must provide a staffing report every four (4) weeks to FACILITY ADMINISTRATION in accordance with Section 2.2 (C) of this Agreement.

C. A staffing position shall be deemed filled when PROVIDER is paying a like-kind employee and/or trained and licensed personnel utilized from a staffing agency or Per-diem Registered Nurse (PRN) pool to fill the position.

D. Adjustment for Understaffing. The Parties agree that any staffing penalties for vacant (unstaffed) positions will be addressed in accordance with Section 2.5 "Staffing Penalties" of this Agreement.

34. COSTS OF SERVICES NOT COVERED

A. SERVICES NOT LISTED. PROVIDER shall not be responsible for any expenses not specifically covered under this scope of work. In the event any of the health care services not covered by PROVIDER under this scope of work are required for a COVERED PERSON as a result of the medical judgment of physician or PROVIDER's authorized medical personnel, PROVIDER shall be responsible for arranging such services at the approval of COUNTY.

B. INJURIES PRIOR TO CUSTODY, FIT FOR CONFINEMENT AND ESCAPED JUVENILES. PROVIDER shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person prior to CUSTODY at the FACILITY or during an escape or escape attempt, including, but not limited to, medical services provided to any arrested person prior to the person's booking and confinement in the FACILITY.

In addition, PROVIDER shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at intake by an arresting agency with a life-threatening injury or illness or in immediate need of emergency medical care. PROVIDER shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or their designee. The arresting authority or COUNTY or PARENT/GUARDIAN shall bear the cost of, and be responsible for, all reasonable and necessary medical services or health care services of the individual until such time as the arresting authority can present a medically stable individual that is FIT FOR CONFINEMENT. To the extent PROVIDER is billed for medical services provided to an individual who is not FIT FOR CONFINEMENT or who required medical services for stabilization, COUNTY shall reimburse PROVIDER for all such costs. PROVIDER shall not charge an additional fee to examine an individual to determine if they are suitably FIT FOR CONFINEMENT.

Section III: COUNTY'S RESPONSIBILITIES

A. COMPREHENSIVE MEDICAL CARE. PROVIDER shall identify to COUNTY, in writing, those COVERED PERSONS with medical conditions, which may be worsened as a result of being incarcerated at the FACILITY or, which may require extensive care while incarcerated.

B. RECORD ACCESS. COUNTY shall provide PROVIDER, at PROVIDER'S request, COUNTY and FACILITY'S
records (including medical records) relating to the provision of health care services to COVERED PERSONS, including records maintained by hospitals, and other outside health care PROVIDERS involved in the care or treatment of COVERED PERSONS (to the extent COUNTY or FACILITY has control of, or access to, such records). PROVIDER may request such records in connection with the investigation of, or defense of, any claim by a third party related to PROVIDER'S conduct or to prosecute a claim against a third party. Such information provided by COUNTY to PROVIDER that COUNTY considers confidential shall be kept confidential by PROVIDER and shall not, except as may be required by law, be distributed to any third party without the prior written approval of COUNTY.

C. SECURITY OF THE FACILITY AND PROVIDER. PROVIDER and COUNTY understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of PROVIDER, as well as for the

security of COVERED PERSONS and COUNTY'S staff, consistent with a correctional setting. COUNTY shall provide security sufficient to enable PROVIDER, its HEALTH CARE STAFF, employees, agents and subcontractors to safely provide the health care services described in this scope of work. PROVIDER, its HEALTH CARE STAFF, employees, agents, and subcontractors shall follow all security procedures of COUNTY while at the FACILITY or other premises under COUNTY'S direction or control. Failure to follow security procedures may be basis for immediate removal from Facility. However, any HEALTH CARE STAFF, employee, agent or subcontractor may, at any time, refuse to provide any service required under this scope of work if they are at imminent risk of bodily harm.

D. COUNTY shall provide PROVIDER, its HEALTH CARE STAFF, employees, agents, and/or subcontractors COUNTY'S posted security Policies and Procedures, which impact the provision of medical services.

1. A complete set of said Policies and Procedures shall be maintained by COUNTY and made available for inspection by PROVIDER at the FACILITIES, and PROVIDER may make a reasonable number of copies of any specific section(s) it wishes using COUNTY'S photocopy equipment and paper.

2. Any Policy or Procedure that may impact the provision of health care services to the FACILITY POPULATION which has not been made available to PROVIDER shall not be enforceable against PROVIDER unless otherwise agreed upon by both parties.

3. Any modification of the posted Policies and Procedures shall be timely provided to PROVIDER. PROVIDER, HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to PROVIDER.

4. If any of COUNTY'S Policies and Procedures specifically relate to the delivery of medical services, COUNTY'S representative and PROVIDER shall review COUNTY'S Policies and Procedures and develop mutually agreeable policies to provide medical services.

E. DAMAGE TO EQUIPMENT. PROVIDER shall not be liable for the loss of, or damage to, equipment and supplies of PROVIDER, its agents, employees, or subcontractors if such loss or damage was caused by the sole negligence of COUNTY'S employees.

F. SECURE TRANSPORTATION. COUNTY shall provide security as necessary and appropriate in connection with the transportation of a

COVERED PERSON to and from the FACILITY, and PROVIDER shall have no responsibility for the same.

G. NON-MEDICAL CARE OF JUVENILES. It is understood that COUNTY shall provide for all the non-medical personal needs and services of COVERED PERSONS as required by law. PROVIDER shall not be responsible for providing, or liable for failing to provide, non-medical services to COVERED PERSONS including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies, and services and linen supplies. PROVIDER shall notify COUNTY of known dietary restrictions and hygiene issues immediately after booking.

EXHIBIT E-1
JUVENILE HEALTH CARE SERVICES STAFFING

Washoe County, Nevada ADP - 40 NaphCare Proposed Staffing Matrix - Juvenile Detention Services		
Position Title	**Weekly Hours**	**FTE**
Medical Doctor	4	0.100
APRN (Part Time)	20	0.500
RN (Days)	84	2.100
RN (Night)	84	2.100
Psych NP	8	0.200
MHP	8	0.200
Totals	**208**	**5.200**