

AMENDMENT #3
TO THE CONTRACT BETWEEN WASHOE COUNTY AND NAPHCARE
NEVADA LLC

This AMENDMENT #3 effective July 1, 2026, revises the ORIGINAL written Contract dated March 1, 2023, between the County of Washoe, a political subdivision of the State of Nevada (COUNTY) and NaphCare Nevada LLC, as successor to NaphCare LLC f/k/a NaphCare, Inc. (CONTRACTOR) as follows:

- (1) Pursuant to Section 17 “Assignment” of the ORIGINAL written Contract, NaphCare LLC f/k/a NaphCare, Inc. hereby assigns its rights, interests, and obligations under the Original written Contract to NaphCare Nevada LLC, and the County hereby consents to such assignment.
- (2) **Vendor/Contractor:** The following updated contact information is effective July 1, 2026:

Contractor:	NaphCare Nevada LLC
Address:	2090 Columbiana Road, Suite 4000
City, State, Zip Code:	Birmingham, Alabama 35216
Contact:	Caroline Parrott, PhD, Vice President Forensic Programs
Phone:	(205) 225-9960
Email:	caroline.parrott@naphcare.com

- (3) **Section 2. Definitions.** The following definitions will be added:

Term	Definition
FEP	Washoe Co. Forensic Evaluation Program operated by NaphCare
CSTE	Competency to Stand Trial Evaluation pursuant to NRS 178.415
MHE	Mental Health Evaluation
MHE-MHC	Mental Health Evaluation for Mental Health Court pursuant to NRS 176A.2601 and inclusive of ASAM-E
MHE-PS	Mental Health Evaluation for Pre-Sentencing
ASAM-E	Diagnostic evaluation of substance use disorders (SUD) to include Level of Care (LoC) treatment recommendations according to criteria identified by the American Society of Addiction Medicine (ASAM)
Facility	Washoe County Detention Facility

- (4) **Section 3. Contract Term.** End date of the Contract will be extended one (1) year from June 30, 2026, to June 30, 2027, with the provision for two (2), one (1) year renewal options upon mutual assent of the Parties or until canceled in accordance with the terms of this Contract. Renewals are not guaranteed and will be offered at

the COUNTY's sole discretion, subject to agency need, CONTRACTOR's performance and available funding.

- (5) **Section 7. Total Contract Not to Exceed.** Set a not to exceed sum of \$1,000,000 for the term of July 1, 2026 through June 30, 2027. Should the COUNTY exercise renewal options, there shall be an annual three percent (3%) escalation of the not to exceed sum.

- (6) **Attachment A – Scope of Work, Definitions, Section 3 shall be updated as follows:**

3. "CONTRACTOR means NaphCare, Inc., an Alabama corporation authorized to do business in the State of Nevada" **shall be updated to** "CONTRACTOR means NaphCare Nevada LLC, a Texas limited liability company authorized to do business in the State of Nevada"

- (7) **Attachment A – Scope of Work, Definitions, Section 6 shall be updated as follows:**

6. "Competency evaluations may include, with approval of the requesting agency, the following classes of standardized tests including but not limited to: cognitive/intellectual assessment; personality diagnostic measures/neuropsychological screening and formal forensic measures of competency, risk, and malingering at the contracted standardized testing rate" **shall be updated to** "Competency evaluations may include, with approval of the requesting agency, the following classes of standardized tests including but not limited to: cognitive/intellectual assessment; personality diagnostic measures; *neuropsychological* screening; formal forensic *assessment instruments specific to competency to stand trial; and performance/symptom validity testing at the contracted standardized testing rate.*"

- (8) **Attachment A – Scope of Work, Contractor's Responsibilities, Section 1, Second Paragraph regarding referral shall be updated as follows:**

"All records necessary to complete the evaluation must be received prior to the evaluation being completed" **shall be replaced with** "Referrals will not be considered complete and evaluations will not be scheduled until all records necessary to complete the evaluation are received."

- (9) **Attachment A – Scope of Work, Contractor's Responsibilities, Section 1, Second Paragraph, Subsections A through D regarding evaluation types shall be replaced with the following:**

A. Competency to Stand Trial Evaluations (CSTE) pursuant to NRS 178.415.

B. Mental Health Evaluations for Mental Health Court (MHE-MHC) pursuant to NRS 176A.2601 to include unless requested otherwise clinical diagnostic formulation including substance use disorders and corresponding diagnostic code for diagnosed conditions, and if substance use disorders are diagnosed, Level of

Care (LoC) recommendations according to American Society of Addiction Medicine guidelines and criterion for those assessments and determinations.

C. Mental Health Evaluations for Pre-Sentencing (MHE-PS) for sentencing determinations.

D. Other evaluations as requested by the County Public Defender's Office, the Alternative Public Defender's Office, conflict attorneys, District Attorney's Office, or the Court as mutually agreed upon in good faith negotiations between the prosecution and defense.

(10) Attachment A – Scope of Work, Contractor's Responsibilities, Section 2 regarding assessment procedures is clarified as follows:

- The procedures and due dates in Section 2 **refer only** to the Competency to Stand Trial Evaluations (CSTEs) and not to the mental health evaluations.

(11) Attachment A – Scope of Work, Contractor's Responsibilities, Section 2 regarding assessment procedures shall be updated as follows:

- The following parameter, "Reports will be completed within 15 days of receiving the referral," is **removed and replaced with** *Attachment E – Evaluation Timeframes*.

(12) Attachment A – Scope of Work, Contractor's Responsibilities, Section 3, first sentence regarding evaluation due dates shall be updated as follows:

- "Complete the evaluations and submit, within fifteen (15) working days of the referral, assuming required interpreter services are provided by the County when requested by CONTRACTOR, the associated reports to the requesting county or state entity who lawfully requested the evaluation" **shall be replaced with:** "Complete the evaluations and submit, within *the designated timeframes according to Attachment E – Evaluation Timeframes based on date of receipt of the complete referral*, the associated reports to the requesting county or state entity who lawfully requested the evaluation."

(13) Attachment A – Scope of Work, Contractor's Responsibilities, Section 3, second sentence regarding evaluation due dates shall be updated as follows:

- "If the pertinent statutorily required records and reports have not been received within this time frame, the evaluation shall so reflect, and the defendant may be more fully evaluated upon receipt of the information" **shall be replaced with** "*The evaluation shall not be scheduled until receipt of the complete referral as outlined in 'County's Responsibilities' of this Article. If during the course of a CSTE, the pertinent statutorily required records and reports have not been received within this timeframe or are provided after receipt of referral and prior to report submission (e.g., additional charges and referral data for those charges in CSTEs), the CONTRACTOR may make these events known to the referral source and request additional, reasonable time to complete the evaluation if not granted additional,*

reasonable time to incorporate the new data, the evaluation shall so reflect, and the defendant may be more fully evaluated upon receipt of the information, which may be invoiced as a separate evaluation or Addendum due to updated referral data.”

(14) Attachment A – Scope of Work, Contractor’s Responsibilities, Section 4 regarding testimony shall be updated as follows:

- “Attend Court hearing as requested by the Court, the Public Defender’s office, Alternate Public Defender’s Office, conflict attorneys, or the District Attorney’s office, per the contracted standardized testing rate” **shall be updated to** “Attend Court hearing as requested by the Court, the Public Defender’s office, Alternate Public Defender’s Office, conflict attorneys, or the District Attorney’s office, *when in receipt of subpoena at least two (2) weeks prior to the Court hearing date or as reasonable and feasible*, per the contracted *Attachment G – Fee Schedule, herein.*”

(15) Attachment A – Scope of Work, Contractor’s Responsibilities, Section 5 regarding administration shall be updated as follows:

- “Provide the necessary clerical support to prepare and maintain the documents/reports required pursuant to this Attachment and in accordance with its timeliness” **shall be updated to** “The Contractor designates the Forensic Programs Coordinator or his/her designee as the person who will administratively manage the FEP operations. This individual or designee shall also serve as the point of contact/liaison with the referral sources and maintain timely, reasonable contact with the referral sources regarding factors that may impact service delivery (e.g., delays in scheduling or submission of evaluations according to the Routine Submission Timeframes detailed in Attachment E) and work collaboratively with the County, Facility, and referral sources to optimize service delivery.”

(16) Attachment A – Scope of Work, Contractor’s Responsibilities, Section 7 regarding the location of evaluations shall be updated as follows:

- “Allocate sufficient work hours of the Mental Health Professional to conduct the competency evaluations, mental health evaluations in the jail or by telehealth in conformance with relevant telehealth standards, if released to the community, perform the requested evaluations and assessments at an agreed upon location either via telehealth or in person interview” **shall be updated to** “Allocate sufficient work hours of the Mental Health Professional to conduct the evaluations in the jail or by telehealth in conformance with relevant telehealth standards. The Parties acknowledge that, from time to time, County may request an evaluation of a defendant who remains in the custody of the Washoe County Sheriff but receiving treatment outside of the Facility. Contractor will consider such requests on a case-by-case basis and may provide such services upon the mutual written agreement of the Parties. ”

(17) Attachment A – Scope of Work, Contractor’s Responsibilities, shall be updated to include the following sections:

8. Reporting

- Report to the County quarterly and/or as reasonably requested, including:
 - Number of evaluation referrals by type
 - Number of evaluations completed by type
 - Competency to Stand Trial Evaluation (CSTE) outcomes by percentage (Incompetent to Stand Trial/IST; Competent to Stand Trial/CST; deferred)
 - Number of 3rd opinion CSTE orders
 - Number of Late Cancellations
 - Number of MHE No-Shows
 - Length of time from referral receipt to submission by evaluation type
 - Number of testimony subpoenas

9. Interpretation Services

- The Contractor shall provide any interpreter services required to complete the required evaluations. These interpreter services will be provided at the Contractor's expense and are covered as part of Administrative Fees unless highly specialized (e.g., deaf interpretation/hearing interpretation) and/or court ordered and mutually agreed upon by all parties.

10. Deferred Competency Opinions

- CONTRACTOR will implement Quality Assurance protocols to monitor, review, and report to County instances of Competency to Stand Trial Evaluations (CSTE) resulting in deferred opinions. Shall the CONTRACTOR determine that additional information may be available that could reasonably be expected to clarify and/or further inform a deferred opinion, the CONTRACTOR shall:
 - Notify the referral source as soon as reasonable and feasible;
 - Request the referral source, the Court, and/or the County's assistance with requesting the identified pertinent data (e.g., Court Order for Production of records; access to collateral sources such as family members);
 - Request a due date extension from the Court (at least an additional 10 business days from the date of the Court's decision regarding the extension) that reasonably accommodates time to request and receive a response from the data sources sought;
 - If the extension is granted, submit a report that documents these procedures and respective outcomes within the allotted timeframe;
 - If the extension is not granted, submit a report within the Routine

Submission Timeframe and provide an Addendum to that report as soon as reasonable and feasible if warranted.

(18) Attachment A – Scope of Work, County’s Responsibilities, Section 5 shall be removed:

5. The County will provide any interpreter services required for CONTRACTOR to complete the required evaluations. These interpreter services will be provided at the County’s expense and are not reimbursable under this contract.

(19) Attachment A – Scope of Work, County’s Responsibilities shall be updated to include the following section:

7. The County will facilitate an administrative Point of Contact/Liaison at the Facility from Washoe County Sheriff’s Office and Visitation (civilian) to coordinate with CONTRACTOR regarding onsite service delivery (e.g., safety and security; sufficient, appropriate space for evaluations; equipment and telehealth needs; access to examinees).

(20) Attachment A – Scope of Work, Fee for Service, Section 1 shall be updated as follows:

1. “CONTRACTOR will submit monthly invoices for work performed to the County Manager’s office, invoices detailing the services rendered by evaluation, the client tracking number, the type of evaluation, the place of evaluation and the Mental Health Professional who conducted the evaluation” **shall be replaced with** “CONTRACTOR will submit monthly invoices for work performed to the County Manager’s office. Invoices will include the following: line number; case number - examinee’s last name; evaluation type; examiner name; report submission date; unit cost; referral source to include the individual’s name and office unless specified by court order.”

(21) Attachment B – Costs, shall be deleted in its entirety and replaced with Attachment G – Fee Schedule attached hereto.

(22) Attachment E – Evaluation Timeframes is added to the Original Contract and attached hereto.

AFFIRMATION OF NO OTHER AGREEMENT OR AMENDMENT, the Parties affirm all other terms and provisions of the ORIGINAL Contract dated March 1, 2023, and Amendment #1, dated August 15, 2023, and Amendment #2 dated March 12, 2024, that are not specifically modified by this AMENDMENT #3 shall remain unmodified and in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto by signature have caused this AMENDMENT #3 to be duly executed and effective as of the date defined above.

SIGNATURES

CONTRACTOR: NaphCare LLC f/k/a NaphCare, Inc.

By: _____

Title: _____

Date: _____

CONTRACTOR: NaphCare Nevada LLC

By: _____

Title: _____

Date: _____

COUNTY: Washoe County, NV

By: _____

Title: _____

Date: _____

ATTACHMENT G – FEE SCHEDULE
(Amendment #3)

1. Per Competency to Stand Trial Evaluation (CSTE) - \$1,175.00
2. Per In-Person CSTE - \$1,225.00
3. Per Mental Health Evaluation-Mental Health Court (MHE-MHC) - \$1,025.00
4. Per Mental Health Evaluation-Pre-Sentencing (MHE-PS) - \$1,025.00
5. Late Cancellation Fee - \$150.00

In the event a scheduled evaluation is canceled late, within 3 business days prior to the scheduled evaluation date (e.g., due to defendant no longer being in custody or in the Facility; due to the evaluation no longer being needed).

6. MHE Declination Fee - \$150.00

In the event an examinee does not attend or participate in a scheduled evaluation (effectively invalidating the referral as these evaluations are voluntary); does not apply to CSTE.

7. Addendum Fee - \$150.00

As requested by the Referral Source or warranted (e.g., if additional pertinent data sources become available within a reasonable period of time or 30 days) for a submitted evaluation report; not applicable and not to be invoiced for Addendums related to examiner corrections or failure to meet services as designated herein.

8. Program Administration Fee - \$2,786.03/month

Includes but is not necessarily limited to data tracking/reporting; specialized, jurisdiction and assessment specific certification and credentialing of examiners; testing software and annual memberships specific to the ASAM-E; interpreter services; training; processing referrals, scheduling, coordination with the Facility; records management; personnel management; fiscal management; quality assurance; evaluation report submissions to the referral source; testimony, subpoena, and court liaison; and general oversight of the FEP.

9. Expert testimony: \$180.00/hour

Remote expert testimony is billed at a standard hourly rate for up to two (2) hours of preparation/consultation time and all time spent in court/legal proceedings inclusive of wait-times not spent actively testifying. In-person expert testimony is billed at the expert's hourly rate for government agencies subject to approval by County.

10. Standardized Testing: Case-by-Case

Standardized testing above and beyond the standard mental health examination, structured competency interview, or complete other extensive investigative record review, County will be charged the contracted standardized testing rate applicable to the particular testing involved and as mutually agreed upon on a case-by-case basis by County and NaphCare.

11. Other Evaluations:

Case-by-Case

To be identified by County and priced provided by Contractor upon request and mutually agreed upon in good faith negotiations. County will be charged the contracted standardized rate for the evaluation type and services involved as mutually agreed upon.

ATTACHMENT E – EVALUATION TIMEFRAMES
(Amendment #3)

Evaluation Type	Routine Submission Timeline
Competency to Stand Trial Evaluation (CSTE)	Within 15 business days of receipt of complete referral
Mental Health Evaluation-Mental Health Court (MHE-MHC)	Within 45 calendar days of receipt of complete referral
Mental Health Evaluation-Pre-Sentencing (MHE-PS)	Within 45 calendar days of receipt of complete referral