

NOTICE OF PUBLIC MEETING OF THE ESMERALDA COUNTY SPECIAL MEETING AGENDA

September 29th, 2026

10:00 A.M.

Esmeralda County Courthouse

Commission Chambers

403 E. Crook Ave., 2nd Floor

Goldfield, Nevada

1. **CALL TO ORDER AND ROLL CALL.**
2. **PUBLIC COMMENT.** (Discussion only. Action may not be taken on any matter brought up under this agenda item. It must be placed on an agenda, at a later meeting for action.)
3. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** Approval to award the bid for the Goldfield Wellness Clinic Facility improvements PWPES 2026 502 with funding for award from NVHA RHT IN226006 CMS RHTCMS 5332074-01 and authorize the chairman to sign agreements and related documents thereto. (Cody Black and Joe Dunn)
4. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** Approve contract between Esmeralda County and Great Basin College to administer the Flex 15 RHT Grant for \$24,929. This agreement will not become effective until GBC receives actual notice from County that County has received disbursement of the Grant. The term of this agreement shall commence on the effective date and shall terminate on November 30th, 2027, unless earlier terminated in accordance with this agreement or extended by written amendment executed by both parties. (County Manager Joe Dunn)
5. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** Approval to enter into an agreement with the Nevada Health Authority for the Flex 15 Grant in the amount of \$1,956,091. This project will support improved health outcomes, strengthening rural health care infrastructure, attract/retain more health care providers, and technology innovation across rural Nevada. (County Manager Joe Dunn)
6. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** Approve and accept job description and authorize designee to advertise and hire 3 Clinic Support/Telehealth assistant positions (annual salary of \$43,544.00) to be paid in full through Rural Health Transformation Grant. (Chief Bushnell/Noah Walker)

7. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** Authorize and approve purchase of 3 New Dodge 4500 4x4 ambulances with down payment of \$414,336.00. To be paid in full Rural Health Transformation Grant. (Chief Bushnell)
8. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** Sign and execute contract with Rural Medavac Alliance Inc. dba Battleborn Medavac to provide full time paramedic coverage across Esmeralda County stationed out of Goldfield, NV. (Chief Bushnell)
9. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** Approve and accept job descriptions of Esmeralda County Fire District per diem positions at a range of \$400-\$450/24hr period (depending on certification, qualifications, and experience) and authorize to advertise and hire as needed to ensure 24/7 emergency coverage to be funded in full through Rural Health Transformation Grant. (Chief Bushnell)
10. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** Approve and accept job descriptions for Esmeralda County Fire District positions and authorize to advertise and hire 3 full time Emergency Medical Personnel (annual salary range of 58,000 - \$63,165 depending on certification, qualifications, and experience) to be funded in full through Rural Health Transformation Grant. (Chief Bushnell)
11. **PUBLIC COMMENT.** (Discussion only. Action may not be taken on any matter brought up under this agenda item. It must be placed on an agenda, at a later meeting for action.)
12. ***ADJOURNMENT:**

NOTE: For those who cannot attend the meeting in person, the following Microsoft Teams is available:

Esmeralda County Special Meeting Agenda
Tuesday, September 29th, 2026, 10:00 am – 5:00 pm

Microsoft Teams meeting

[Join the meeting now](#)

Meeting ID: 288 028 977 458

Passcode: iW4vJ4

Dial in by phone

Telephone: 1-213-204-1795

Phone Conference ID: 952 206 451#

NOTE: The asterisk "*" denotes action agenda items.

NOTE: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's Target Center at (202)720-2600 (voice and TTY) or contact USDA through the Federal Relay Services at (800)877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

Minutes for this meeting will be produced in a summary format. Please provide electronic or written copies of testimony or presentations if you wish to include them as exhibits.

The Esmeralda County Board of County Commissioners Special Meeting will be held on Tuesday, September 29th 2026, in the Courtroom, Esmeralda County Courthouse, 233 Crook Ave., 2nd floor, Goldfield, Nevada beginning at 10:00 AM.

In accordance with NRS 241.020 this agenda was posted at the following locations: Commission Chambers, Esmeralda County Courthouse foyer and Goldfield Post Office. In addition, notices were mailed for posting to the following locations: In Goldfield: Goldfield Library. In Silver Peak: Silver Post Office and Silver Peak Library. In Fish Lake Valley: Dyer Post Office and Fish Lake Valley Library. Notice of this meeting was posted on the internet through the Esmeralda County Website at accessesmeralda.com.

Agenda items may be taken out of order.

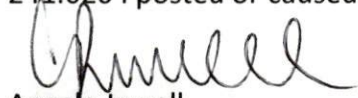
Reasonable effort will be made to assist and accommodate physically handicapped persons attending the meeting. Please contact Natalie Colunga at 775-485-3406, at least 48 hours prior to the meeting so that arrangements may be made.

Esmeralda County is an equal opportunity employer and Provider.

Requests to receive the agenda must be made in writing to the Esmeralda County Clerk/Treasurer, PO Box 547, Goldfield, Nevada 89013. A form is available upon request.

If you have any questions regarding this agenda or future agendas, please do not hesitate to contact the Esmeralda County Clerk/Treasurer at 775-485-6309.

I Angela Jewell, Esmeralda County Deputy Clerk/Treasurer, hereby certify that in accordance with NRS 241.020 I posted or caused to be posted, this agenda to the above locations on September 17th, 2026.

A handwritten signature in black ink, appearing to read 'Angela Jewell', written in a cursive style.

Angela Jewell

Esmeralda County Senior Chief Deputy Clerk/Treasurer



AGENDA REQUEST FORM

FOR ESMERALDA COUNTY BOARD OF COMMISSIONERS MEETING

Meeting Name:

Date Submitted: 9.14.26 Meeting date requested SPECIAL MEETING 9.29.26
(see schedule to confirm)

Will be presented by: CODY BLACK AND JOE DUNN (please print clearly)

CONTACT PHONE NUMBER _____ EMAIL _____

WILL AN ACTION BE NEEDED ON THIS ITEM? ☐ YES ☒ NO (YOU MUST CHECK ONE)

DISCUSSION/DECISION: (This must be a clear and complete statement and not vague. Please include what kind of action you are requesting, for example: approve and sign documents, approve report, give direction to entity or person, etc., or if this is just a discussion, please indicate clearly)

DISCUSSION DECISION AND APPROVAL TO AWARD THE BID FOR THE GOLDFIELD WELLNESS CLINIC FACILITY IMPROVEMENTS PWPES 2026 502 WITH FUNDING FOR AWARD FROM NVHA RHT IN226006 CMS RHTCMS 5332074-01 AND AUTHORIZE THE CHAIRMAN TO SIGN AGREEMENTS AND RELATED DOCUMENTS THERETO.

RELATED DEPARTMENTS NOTIFIED ☒ YES ☐ NO

If YES, whom, District Attorney (review contract) and Vera Boyer (regarding budget). Please have Department Sign they received notification. Please note, if department notification is needed and is not signed request will not be accepted,

Department DISTRICT ATTORNEY Signature VIA EMAIL

Department AUDITOR RECORDER Signature VIA EMAIL

Department _____ Signature _____

Department _____ Signature _____



If NO, please explain

WAS BACK-UP PROVIDED TO THE RELATED DEPARTMENTS ☒ YES ☐ NO

WILL THIS DOCUMENT NEED SIGNATURES ☒ YES ☐ NO (If YES, please make sure that it is clearly marked for signatures and provide three (3) copies.)

IS THIS A BUSINESS IMPACT STATEMENT ☐ YES ☒ NO (If YES, Please contact District Attorney for guidance)

PLEASE NOTE: Any agenda request that does not provide the Board with adequate information prior to or during the scheduled meeting may have the agenda request tabled or dismissed.

JOSEPH DUNN

Person submitting agenda request


Received by

9/11/20
date



AGENDA REQUEST FORM

FOR ESMERALDA COUNTY BOARD OF COMMISSIONERS MEETING

Meeting Name: _____

Date Submitted: 9/14/2026 Meeting date requested 9/29/2026
(see schedule to confirm)

Will be presented by: County Manager (Joe Dunn) (please print clearly)

CONTACT PHONE NUMBER 775-566-9225 EMAIL jdunn@esmeraldacountynv.gov

WILL AN ACTION BE NEEDED ON THIS ITEM? ☒ YES ☐ NO (YOU MUST CHECK ONE)

DISCUSSION/DECISION: (This must be a clear and complete statement and not vague. Please include what kind of action you are requesting, for example: approve and sign documents, approve report, give direction to entity or person, etc., or if this is just a discussion, please indicate clearly)

Discuss and approve contract between Esmeralda County and Great Basin College to administer the Flex 15 RHT Grant for \$24,929. This Agreement will not become effective until GBC receives actual notice from County that County has received disbursement of the Grant. The term of this Agreement shall commence on the Effective Date and shall terminate on November 30, 2027, unless earlier terminated in accordance with this Agreement or extended by written amendment executed by both parties.

RELATED DEPARTMENTS NOTIFIED ☒ YES ☐ NO

If YES, whom, District Attorney (review contract) and Vera Boyer (regarding budget). Please have Department Sign they received notification. Please note, if department notification is needed and is not signed request will not be accepted,

Department District Attorney Signature Via Email

Department Recorder/Auditor Signature Via Email

Department Clerk/Treasurer Signature Via Email

Department _____ Signature _____



If NO, please explain

WAS BACK-UP PROVIDED TO THE RELATED DEPARTMENTS ☒ YES ☐ NO

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County Manager (Joe Dunn)

Person submitting agenda request


Received by

9/14/20
date

GRANT SERVICES AGREEMENT
FLEX15 Year 1 – Esmeralda County EMS

This Grant Services Agreement (“Agreement”) is entered into between the Board of Regents of the Nevada System of Higher Education on behalf of Great Basin College (“GBC”) and Esmeralda County Board of Commissioners (“County”).

WHEREAS, County is the expected recipient of a \$1,956,091 Rural Health Transformation Grant from the State of Nevada Health Authority for the Esmeralda County EMS project (the “Grant”); and

WHEREAS, County desires assistance in managing certain aspects of the Grant;

NOW THEREFORE, in exchange for the mutual consideration described herein, GBC and the County agree as follows.

1. This Agreement will not become effective (“Effective Date”) until GBC receives actual notice from County that County has received disbursement of the Grant. Unless and until the foregoing condition occurs, the Agreement will be of no force or effect.

2. Upon the Effective Date, GBC will commence providing the following services to County:

- Overall grant administration.
- Financial management, budget tracking, reimbursement request preparation, expenditure monitoring, and purchasing support.
- In coordination with contract medical provider(s) and County, data collection, performance measure tracking, and preparation of required financial and programmatic reports.
- Coordination with the Nevada Health Authority, contract medical provider(s), and other project partners regarding grant implementation.
- Monitoring project progress and compliance with grant requirements and applicable federal and state regulations.
- Coordination of legal review, audit support, and financial documentation necessary for grant compliance.
- Assistance with planning, development and preparation of Year 1 grant amendment(s), as needed.
- Assistance with planning, development, and preparation of Year 2 grant application(s), if continuation funding becomes available and the County elects to pursue additional funding.

3. County retains sole authority for all programmatic decisions, procurement approvals, execution of contracts, expenditure authorization, and operation of the grant project(s). GBC's role is limited to providing grant administration, financial management, reporting, and technical assistance services as described herein. County shall provide GBC with timely access to all financial, programmatic, and performance information reasonably necessary for GBC to perform the services described in this Agreement.

4. As payment for the aforementioned services, County agrees to reimburse GBC for actual allowable costs incurred under this Agreement in an amount not to exceed \$24,929. GBC shall submit invoices no more frequently than monthly. Payment shall be due within thirty (30) days of receipt of an approved invoice.
5. Invoices shall include sufficient documentation to support the costs billed.
6. The term of this Agreement shall commence on the Effective Date and shall terminate on November 30, 2027, unless earlier terminated in accordance with this Agreement or extended by written amendment executed by both parties.
7. Either party may terminate this Agreement, with or without cause, with sixty days written notice to the other party.
8. County shall indemnify, defend, and hold harmless the Board of Regents of the Nevada System of Higher Education ("NSHE"), NSHE, GBC, and the officers, employees, and agents of all the foregoing from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by County or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement.
9. County retains ultimate responsibility and control for how the Grant funds are used. County is fully responsible for any liability that may arise with respect to the use of the Grant funds, and County will indemnify GBC as described in the foregoing Section for any liability that may arise with respect to the use of the Grant.
10. At all times while this Agreement is in effect, County will maintain the following insurance:

Workers' Compensation and Employer's Liability Insurance

County shall maintain workers' compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.

Commercial General Liability Insurance or Self-Insurance

a. Minimum limits required:

\$2,000,000 General aggregate.

b. Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, independent contractors, completed

operations, personal injury, products, and liability assumed under contract.

Business Automobile Liability Insurance, for any automobile to be operated on GBC property in connection with this Agreement

a. Minimum limit required:

\$1,000,000 Each occurrence.

\$5,000,000 Each occurrence for charter services.

b. Coverage shall include owned, non-owned, and hired vehicles.

11. Miscellaneous

- a. The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Agreement. Any and all disputes arising out of or in connection with the Agreement shall be litigated only in the Second Judicial District Court in and for the County of Washoe, State of Nevada, and County hereby expressly consents to the jurisdiction of said court.
- b. This Agreement constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties.
- c. Neither party may assign its rights or obligations under this Agreement without the written consent of the other party.

Amber Donnelly, President Board of Regents of the Nevada System of Higher Education on behalf of Great Basin College	Signature	Date
Esmeralda County Board of Commissioners Chairman Fred Perez	Signature	Date



AGENDA REQUEST FORM

FOR ESMERALDA COUNTY BOARD OF COMMISSIONERS MEETING

Meeting Name: _____

Date Submitted: 9/14/2026 Meeting date requested 9/29/2026
(see schedule to confirm)

Will be presented by: County Manager (Joe Dunn) (please print clearly)

CONTACT PHONE NUMBER 775-566-9225 EMAIL jdunn@esmeraldacountynv.gov

WILL AN ACTION BE NEEDED ON THIS ITEM? ☒ YES ☐ NO (YOU MUST CHECK ONE)

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Discussion and approval to enter into an agreement with the Nevada Health Authority for the Flex 15 Grant in the amount of \$1,956,091. This project will support improved health outcomes, strengthening rural health care infrastructure, attract/retain more health care providers, and technology innovation across rural Nevada.

RELATED DEPARTMENTS NOTIFIED ☒ YES ☐ NO

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Department Recorder/Auditor Signature Via email

Department Clerk/Treasurer Signature Via email

Department _____ Signature _____



If NO, please explain

WAS BACK-UP PROVIDED TO THE RELATED DEPARTMENTS ☒ YES ☐ NO

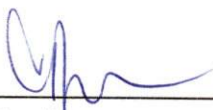
WILL THIS DOCUMENT NEED SIGNATURES ☒ YES ☐ NO (If YES, please make sure that it is clearly marked for signatures and provide three (3) copies.)

IS THIS A BUSINESS IMPACT STATEMENT ☐ YES ☒ NO (If YES, Please contact District Attorney for guidance)

PLEASE NOTE: Any agenda request that does not provide the Board with adequate information prior to or during the scheduled meeting may have the agenda request tabled or dismissed.

County Manager (Joe Dunn)

Person submitting agenda request

Received by  date 9/14/24



State of Nevada
Nevada Health Authority
(hereinafter referred to as the Department)

Agency Ref. #: RHT-
IN226033
Dept / BA / CAT: 410-3247-11
GL: 8798
Reporting #: 93798R26
Sub GL:

NOTICE OF SUBAWARD

Program Name: Nevada Health Authority Jason Bleak, Agency Manager, j.bleak@nvha.nv.gov		Subrecipient's Name: Esmeralda County Board of Commissioners Joseph Dunn, Esmeralda County Manager, jdunn@esmeraldacounty.nv.gov	
Address: 4070 Silver Sage Dr Carson City, NV 89701-8510		Address: 400 E. Elliott Ave PO Box 517 Goldfield, NV 89013	
Subaward Period: Upon Director's Approval through 8/30/2027		Subrecipient's: EIN: 88-6000077 Vendor #: T810038Q UEI #: VPXJGLL93L4	
Subaward Type: ☒ New, ☐ Amendment, ☐ Closeout Payment Terms: ☒ Reimbursement, ☐ Advance, ☐ Combination			
Purpose of Award: This project will support improved health outcomes, strengthening rural health care infrastructure, attract/retain more health care providers, and technology innovation across rural Nevada.			
Region(s) to be served: ☐ Statewide ☒ Specific county or counties: <u>Esmeralda County</u>			
Population (s) to be served:			
Approved Budget Category		FEDERAL AWARD COMPUTATION:	
1	Personnel	\$	\$398,930.00
2	Travel	\$	
3	Supplies	\$	\$5,235.00
4	Equipment	\$	\$1,111,344.00
5	Contract/Consultant	\$	\$440,000.00
6	Training	\$	\$582.00
7	Other	\$	
TOTAL DIRECT COSTS		\$	\$1,931,162.00
8	Administrative Costs	\$	\$24,929.00
TOTAL APPROVED BUDGET		\$	\$1,956,091.00
		Total Obligated by this Action:	\$ \$1,956,091.00
		Cumulative Prior Awards this Budget Period:	\$ 0.00
		Total Federal Funds Awarded to Date:	\$ 0.00
		Match Required ☐ Y ☒ N	
		Amount Required this Action:	\$ 0.00
		Amount Required Prior Awards:	\$ 0.00
		Total Match Amount Required:	\$ 0.00
		Research and Development (R&D) ☐ Y ☒ N	
		Federal Budget Period: 12/29/2025 through 10/30/2026	
		Federal Project Period: 12/29/2025 through 10/30/2030	
		FOR AGENCY USE, ONLY	
Source of Funds: Office of Acquisitions and Grants Management, Rural Health Transformation Program, Big Beautiful Bill Act of 2025, Section 71401		% Funds: 100%	CFDA: 93.798
		FAIN: RHTCMS332074	Federal Grant #: RHTCMS332074-01
		Grant Award Date by Federal Agency: 12/29/2025	
Agency Approved Indirect Rate: NA for the Department		Subrecipient Approved Indirect Rate: N/A for the Department	
Terms and Conditions: In accepting these grant funds, it is understood that: 1. This award is subject to the availability of appropriate funds. 2. Expenditures must comply with any statutory guidelines, the Department Grant Instructions and Requirements, and the State Administrative Manual. 3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented 4. Subrecipient must comply with all applicable Federal regulations 5. Quarterly progress reports are due by the 30th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator. 6. Financial Status Reports and Requests for Funds must be submitted monthly , unless specific exceptions are provided in writing by the grant administrator. 7. Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a Federal award must be retained for a period of three years from the state of submission of the final expenditure report or, for Federal awards that are renewed quarterly, or annually, from the date of submission of the quarterly or annual financial reports.			
Incorporated Documents: Section A: Grant Conditions and Assurances; Section B: Description of Services, Scope of Work and Deliverables; Section C: Budget and Financial Reporting Requirements; Section D: Request for Reimbursement;		Section E: Audit Information Request; Section F: Current/Formal State Employee Disclaimer; Section G: Department Business Associate Addendum; Section H: Attachment A: Progress Reporting, Attachment B: Request for Reimbursement, & Attachment C: Budget Plan	
Name		Signature	Date
Commissioner Fred Perez Chair			
Alicia Roman, Fiscal & Projects Officer Rural Health Transformation Program, NVHA			
Stacie Weeks Director, NVHA			

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD**

**SECTION A
GRANT CONDITIONS AND ASSURANCES**

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Nevada Health Authority (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent entity.
2. The Subrecipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.
3. The Department or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Subrecipient from its obligations under this Agreement.
 - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Subrecipient.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
 - The Department may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Subrecipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. The Subrecipient must obtain prior written approval from the Department before making any material change to the approved scope of work, budget, work plan, performance period, key personnel, or approved activities.
 - a. Prior written approval is required for, at minimum: new or previously unapproved subawards; consultant, contractor, or contractual activities not previously approved; changes in key personnel or level of effort; changes in project scope; no-cost extensions; carryover requests; lifting of funding restrictions; removal or modification of corrective action or non-compliance plans; equipment and other capital expenditures requiring approval under 2 CFR 200.439; rearrangement or reconversion costs under 2 CFR 200.462; and budget revisions that exceed applicable federal or Department thresholds.
 - b. Verbal approval is not sufficient. The Subrecipient proceeds with any change requiring prior approval at its own risk until written approval is issued by the Department.
5. The Subrecipient acknowledges that funds awarded under this Agreement are federal financial assistance funds awarded to the State of Nevada through the Centers for Medicare & Medicaid Services ("CMS") under the Rural Health Transformation Program ("RHT Program"). The Subrecipient agrees to comply with all federal, state, and program-specific requirements applicable to the award, whether expressly stated in this Agreement or incorporated by reference.

The following documents and authorities are incorporated into this Agreement as binding requirements to the extent applicable to the Subrecipient's activities, costs, performance, reporting, administration, and use of funds:

- a. the CMS Notice of Award, including all standard, program-specific, and recipient-specific terms and conditions;
- b. the CMS Standard Grant and Cooperative Agreement Terms and Conditions;
- c. the CMS Rural Health Transformation Program Notice of Funding Opportunity, CMS-RHT-26-001;

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD**

- d. the State of Nevada's CMS-approved Rural Health Transformation Program application, work plan, budget, and any CMS-approved revisions;
 - e. Public Law 119-21, Section 71401;
 - f. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - g. 2 CFR Part 300 and other applicable HHS regulations;
 - h. the HHS Grants Policy Statement;
 - i. applicable HHS administrative and national policy requirements;
 - j. applicable federal appropriations restrictions, civil rights requirements, audit requirements, cost principles, procurement requirements, property requirements, record retention requirements, reporting requirements, and subrecipient monitoring requirements;
 - k. Nevada Department of Health and Human Services Grant Instructions and Requirements, to the extent applicable; and
 - l. any additional written guidance, award condition, corrective action requirement, or approval issued by CMS or the Department that applies to the Subrecipient's award.
6. The Subrecipient shall perform all activities under this Agreement in accordance with the approved scope of work, approved budget, applicable funding limitations, allowable cost requirements, and performance expectations of the RHT Program. Federal funds may be used only for costs that are necessary, reasonable, allocable, allowable, adequately documented, not prohibited by the RHT Program, and consistent with the approved award.
- The Subrecipient acknowledges that federal award requirements generally flow down to subawards and subrecipients unless a requirement expressly applies only to the prime recipient or unless the context clearly indicates otherwise. The Subrecipient shall comply with all applicable federal requirements and shall ensure that its contractors, consultants, lower-tier subrecipients, and other partners comply with all applicable requirements related to the activities or funds provided under this Agreement.
- In the event of a conflict among applicable requirements, the most restrictive applicable requirement shall control, unless federal law or CMS written guidance requires otherwise. Federal statutes, regulations, the CMS Notice of Award, CMS-approved program terms, and the CMS Notice of Funding Opportunity shall control over inconsistent state guidance or subrecipient policies.
- The Subrecipient understands that failure to comply with any incorporated requirement may result in corrective action, withholding of payment, disallowance of costs, recovery of funds, suspension, termination, referral to CMS or HHS oversight authorities, or any other remedy available under this Agreement, 2 CFR Part 200, CMS award terms, or applicable law.
7. The Subrecipient must maintain and comply with written standards of conduct and conflict-of-interest policies consistent with 2 CFR 200.112, 2 CFR 300.112, and applicable procurement requirements. The Subrecipient must promptly disclose to the Department any actual, potential, or apparent personal, organizational, financial, or other conflict of interest related to this Agreement, including conflicts involving employees, officers, agents, board members, consultants, contractors, lower-tier subrecipients, or partners. The Subrecipient must not proceed with an affected transaction or activity until the conflict has been disclosed and resolved to the Department's satisfaction.
8. The Subrecipient must maintain a valid Unique Entity Identifier and, when required, active SAM.gov registration for the period during which this Agreement is active and for any period during which federal funds remain available or reporting obligations remain outstanding. The Subrecipient must review and update SAM.gov information at least annually and more frequently if required by changes in information.
- a. The Subrecipient must promptly provide the Department with its UEI, EIN, Tax ID, National Provider Identifier if applicable, legal name, address, key personnel, and any other information needed for CMS, SAM.gov, FFATA, or subrecipient monitoring purposes.
- Before issuing any lower-tier subaward, regardless of dollar value, and before entering into any covered procurement contract of \$40,000 or more, the Subrecipient must check SAM.gov to ensure the entity and its principals are not suspended, debarred, excluded, or otherwise ineligible to receive federal funds. The Subrecipient must require lower-tier subrecipients to perform the same checks. The Subrecipient must immediately notify the Department if the Subrecipient, any principal, key personnel, contractor, lower-tier subrecipient, or other covered party becomes suspended, debarred, excluded, or otherwise ineligible.
9. The Subrecipient must comply with all applicable federal civil rights and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and 45 CFR Part 80; Section 504 of the Rehabilitation Act of 1973 and 45 CFR Part 84; Title IX of the Education Amendments of 1972 and 45 CFR Part 86, if applicable; the Age Discrimination Act of 1975 and 45 CFR Part 91; Section 1557 of the Patient Protection and Affordable Care Act and 45 CFR Part 92; and any other applicable HHS civil rights requirements. Compliance with these federal civil rights requirements is a material condition of receiving funds under this Agreement. The Subrecipient must ensure that its contractors, consultants, lower-tier subrecipients, and partners comply with applicable civil rights requirements.
10. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
11. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$1,000,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
12. Compliance with the 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 contain a provision that requires the non-Federal award to agree to comply with all

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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).

13. Certification that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to applicable federal suspension and debarment requirements, including 2 CFR 200.214, 2 CFR Part 180, 2 CFR Part 376, and any subsequent amendments, superseding regulations, or other applicable federal guidance in effect during the term of this Agreement.

14. Mandatory Disclosures

- a. The Subrecipient must promptly disclose, in writing, any credible evidence of a violation of federal criminal law involving fraud, bribery, gratuity violations, or false claims potentially affecting this award.
- b. The Subrecipient must submit such disclosure to the Department immediately upon discovery and must cooperate with the Department in making any required disclosure to CMS and the HHS Office of Inspector General.
- c. The Subrecipient must also promptly notify the Department of any investigation, audit finding, allegation, overpayment, misuse of funds, or other matter that may affect compliance with this Agreement or the federal award.
- d. Failure to make a required disclosure may result in corrective action, withholding of payment, disallowance of costs, recovery of funds, suspension, termination, or other remedies available under this Agreement, 2 CFR Part 200, or applicable federal law.
- e. The Subrecipient shall provide the Department, CMS, HHS, the HHS Office of Inspector General, the U.S. Government Accountability Office, the Comptroller General of the United States, and their authorized representatives timely access to facilities, personnel, financial records, electronic records, supporting documentation, contractor records, and lower-tier subrecipient records relating to this Agreement for purposes of monitoring, audit, investigation, evaluation, or other authorized oversight activities. Disclosures to HHS OIG must be submitted to MandatoryGranteeDisclosures@oig.hhs.gov or by fax to (202) 205-0604 with "Mandatory Grant Disclosures" in the subject line. The Subrecipient must also cooperate with the Department in making any required disclosures to CMS and HHS OIG and provide any information reasonably requested to support those disclosures.
- f. The Subrecipient must include this mandatory disclosure requirement in all lower-tier subawards and contracts funded under this Agreement.

15. The Subrecipient must comply with all applicable federal fraud, waste, and abuse requirements. Suspected fraud, waste, or abuse may be reported to the HHS Office of Inspector General, including through 1-800-HHS-TIPS.

The Medicare and Medicaid anti-kickback statute, 42 U.S.C. § 1320a-7b, is incorporated into this Agreement by reference. The Subrecipient shall not offer, pay, solicit, or receive remuneration in violation of applicable federal health care program requirements.

16. Privacy and Security of Health Information

- a. The Subrecipient must protect all personally identifiable information, protected health information, and confidential health information obtained, created, maintained, used, or disclosed under this Agreement.
- b. Before beginning any applicable program activity, the Subrecipient must maintain administrative, technical, and physical safeguards at least as protective as those required under HIPAA, including 45 CFR Parts 160 and 164, regardless of whether the Subrecipient is a covered entity or business associate.
- c. The Subrecipient must ensure that its contractors, consultants, lower-tier subrecipients, and other partners comply with these requirements. Any unauthorized use, disclosure, breach, or suspected breach must be reported to the Department immediately.

17. Employee Whistleblower Protections

- a. The Subrecipient must comply with applicable federal whistleblower protection requirements and shall inform its employees, in writing and in the predominant native language of the workforce, of their rights and protections against retaliation for reporting fraud, waste, abuse, violations of law, or other misconduct related to this award.
- b. The Subrecipient shall require its contractors and lower-tier subrecipients to comply with these requirements where applicable.

18. Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services

- a. The Subrecipient must comply with 2 CFR 200.216 and may not obligate or expend funds under this Agreement to procure, obtain, extend, renew, or enter into any contract for covered telecommunications equipment, video surveillance equipment, or related services prohibited by federal law.
- b. This prohibition applies to the Subrecipient and to any contractors, consultants, lower-tier subrecipients, or partners paid with funds under this Agreement. The Subrecipient must include this requirement in all applicable lower-tier agreements and procurement documents.

19. Bankruptcy Notification

- a. The Subrecipient must notify the Department in writing within five (5) calendar days if the Subrecipient enters bankruptcy proceedings, whether voluntary or involuntary.

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- b. The notice must include the filing date, court name, case number if available, copies of relevant pleadings, and a list of any federal grants, subawards, or cooperative agreements affected by the bankruptcy.

20. Procurement and Purchasing Standards

- a. The Subrecipient shall comply with all applicable federal, state, and Department procurement requirements when purchasing goods, equipment, supplies, services, consultant services, contracts, or other property using funds provided under this Agreement. At a minimum, the Subrecipient shall comply with the procurement standards in 2 CFR 200.317 through 2 CFR 200.327, as applicable, and shall maintain written procurement procedures consistent with those requirements.
- b. The Subrecipient shall conduct procurement transactions in a manner providing full and open competition and shall use the more restrictive of applicable federal requirements, Department requirements, or the Subrecipient's own written procurement policies. The Subrecipient shall not divide or structure procurements to avoid competition, documentation, prior approval, or other applicable thresholds.
- c. The Subrecipient shall maintain procurement records sufficient to document the history of each procurement transaction, including the procurement method used, contractor selection, contract type, basis for contract price, and any required approvals.
- d. Noncompetitive (sole-source) procurement may be used only when permitted under applicable federal requirements, including when the procurement qualifies as a micro-purchase, the item or service is available only from a single source, a public exigency or emergency will not permit competition, the Department or federal awarding agency authorizes the procurement in writing, or competition is determined inadequate after solicitation. The Subrecipient shall fully document the basis for any noncompetitive procurement and retain supporting documentation for monitoring and audit purposes.
- e. The Subrecipient shall obtain prior written approval from the Department before purchasing equipment, capital assets, or other items requiring approval under 2 CFR Part 200, the CMS award terms, or this Agreement. Equipment with a per-unit acquisition cost of \$10,000 or more shall be managed in accordance with applicable federal property requirements and Department instructions.
- f. In addition to any federal prior approval requirements, the Subrecipient shall obtain prior written approval from the Department before entering into any procurement transaction, contract, purchase order, consultant agreement, equipment purchase, technology purchase, or amendment funded under this Agreement with a total value of **\$50,000 or more**.

21. Appropriations and Salary Limitation

- a. The Subrecipient shall comply with all applicable federal appropriations restrictions incorporated into the federal award, including any limitations imposed by the U.S. Department of Health and Human Services (HHS) or the Centers for Medicare & Medicaid Services (CMS).
- b. Federal funds provided under this Agreement shall not be used to pay the salary of any individual at a rate in excess of the applicable HHS Executive Level II salary limitation in effect during the period in which the salary is earned. Any portion of an individual's salary that exceeds the applicable HHS salary limitation must be paid from non-federal funds and shall not be charged, directly or indirectly, to this Agreement.
- c. The applicable Executive Level II salary limitation shall be the rate in effect at the time the costs are incurred, as published by the U.S. Office of Personnel Management (OPM) or otherwise identified by HHS.

- 22. Five-Year Rural Service Commitment.** If any activity funded under this Subaward provides a direct, individualized recruitment, retention, relocation, scholarship, stipend, tuition assistance, certification, credentialing, residency support, fellowship support, or other workforce incentive or benefit to a member of the clinical workforce that is subject to the Rural Health Transformation Program's five-year rural service requirement, the Subrecipient shall ensure that each recipient enters into a written service commitment agreement before receiving the benefit. The agreement shall require the individual to provide clinical services in eligible rural communities for the required service period in accordance with CMS guidance and any additional requirements established by the Department. Whether a proposed activity is subject to the five-year service commitment shall be determined by the Department.

- 23. Service Commitment Monitoring Plan.** Prior to execution of this Subaward, or prior to implementation of any activity subject to the five-year rural service commitment, whichever occurs later, the Subrecipient shall submit a written Service Commitment Monitoring and Enforcement Plan to the Department for review and approval. The plan shall describe, at a minimum:

- a. criteria used to identify individuals subject to the service commitment;
- b. execution and maintenance of written service agreements;
- c. procedures for verifying eligible rural clinical service, including reporting frequency and supporting documentation;
- d. methods for tracking compliance throughout the five-year obligation, including any approved pauses or deferrals;
- e. procedures for identifying, documenting, and reporting noncompliance;
- f. proposed recovery procedures for funds or benefits provided in the event of noncompliance, where applicable; and
- g. procedures for requesting Department review of any claimed extenuating circumstances.

No activity requiring a five-year rural service commitment may commence until the Department has approved the Monitoring and Enforcement Plan. The Department may require revisions to the plan or additional monitoring requirements at any time during the Subaward period to ensure compliance with CMS requirements.

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The Subrecipient shall not modify, waive, forgive, or otherwise release any five-year rural service obligation based upon death, disability, military service, or other claimed extenuating circumstance without prior written approval from the Department. Where CMS approval is required, the Department will submit the request to CMS, and no waiver or release shall become effective unless approved by CMS.

24. The Subrecipient acknowledges that the Department shall monitor the Subrecipient's performance and compliance throughout the period of performance in accordance with applicable federal and state requirements, including, but not limited to, 2 CFR Part 200, the CMS Notice of Funding Opportunity, the CMS Standard Terms and Conditions, and the Nevada Department of Health and Human Services Grant Instructions and Requirements, as applicable. The nature, frequency, and scope of monitoring activities shall be determined by the Department based upon the Subrecipient's assessed level of risk, prior performance, financial stability, internal controls, compliance history, audit results, complexity of the funded activities, amount of funding awarded, and any other factors the Department determines relevant. Monitoring activities may include, without limitation, desk reviews, financial and programmatic reviews, reimbursement reviews, document requests, performance monitoring, technical assistance, interviews, remote monitoring, site visits, corrective action plans, or other oversight activities deemed necessary to ensure compliance with the terms and conditions of the award. The Department may modify the level or frequency of monitoring at any time during the period of performance based upon changes in the Subrecipient's risk profile, identified compliance concerns, audit findings, performance issues, significant changes in operations or personnel, or other circumstances affecting the administration of the award. Such changes shall not require amendment of this Agreement.
25. No funding associated with this grant will be used for lobbying.
26. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
27. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
28. An organization receiving grant funds through Nevada Health Authority shall not use grant funds for any activity related to the following:
- Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
 - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation; or
 - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation;
 - The enactment or modification of any pending federal, state or local legislation; or
 - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
 - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
29. An organization receiving grant funds through Nevada Health Authority may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
- Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - Not specifically directed at:
 - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or

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- Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity..
 - This provision does not prohibit a subrecipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.
 - To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the subrecipient shall provide all information reasonably requested by the Department to enable compliance with the Federal Funding Accountability and Transparency Act (FFATA), including first-tier subaward reporting, executive compensation reporting when applicable, and any information required under 2 CFR Part 170.
30. The Subrecipient shall comply with all applicable federal acknowledgement, disclosure, and disclaimer requirements, including the Stevens Amendment, for any public-facing materials, publications, outreach documents, reports, presentations, websites, webpages, press releases, social media posts, training materials, signage, or other communications developed or disseminated in whole or in part with Rural Health Transformation Program funds.

All public-facing documents or materials related to the Subrecipient's Rural Health Transformation Program project must include the following disclaimer:

Stevens Amendment

"This publication is supported by the Centers for Medicare and Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling **\$179,931,608.42** with **100% funded by CMS/HHS**. The contents are those of the authors and do not necessarily represent the official view of, nor an endorsement, by CMS/HHS, or the U.S. Government."

The Subrecipient is responsible for ensuring that the disclaimer is included in all applicable materials produced by the Subrecipient, its contractors, consultants, lower-tier subrecipients, or other partners using funds under this Agreement. Failure to include the required disclaimer may result in corrective action, withholding of reimbursement, disallowance of costs, or other remedies available under this Agreement.

31. The Subrecipient must comply with 45 CFR Part 87, Equal Treatment for Faith-Based Organizations, to the extent applicable.
32. If the Subrecipient's activities involve both ongoing access to HHS or CMS information or technology systems and handling personally identifiable information or protected health information from HHS or CMS, the Subrecipient must create, maintain, and comply with a cybersecurity plan consistent with applicable HHS Administrative and National Policy Requirements. The Subrecipient must provide the plan to the Department upon request and must promptly report cybersecurity incidents, suspected incidents, unauthorized access, or breaches involving award-related systems or data.
33. Where funded activities include health information technology, interoperability, health information exchange, or electronic health records, the Subrecipient shall comply with applicable federal Health Information Technology and Interoperability requirements.
34. Any continuation, renewal, extension, or funding of this Agreement beyond the current budget period is contingent upon the Subrecipient's satisfactory performance, timely completion of required deliverables, compliance with all reporting and documentation requirements, availability of funds, and the Department's receipt of continued federal funding and authorization from CMS. The Department has no obligation to provide funding beyond the amount and period expressly stated in the current Notice of Subaward.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

SECTION B

Description of Services, Scope of Work and Deliverables

Esmeralda County Board of Commissioners, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Period of Performance: October 1, 2026 through August 30, 2027

Scope of Work

Esmeralda County will establish the foundation of a coordinated, sustainable countywide emergency medical services (EMS) system that improves timely access to emergency care for residents, visitors, and the regional workforce. During the project period, the county will transition from a primarily volunteer-based EMS system to a hybrid model supported by full-time EMS personnel, 24/7 paramedic-level advanced life support (ALS) coverage, and modern ambulance infrastructure.

Project activities will include hiring three (3) full-time EMS personnel to provide continuous emergency response coverage from Goldfield using a 48/96 A-B-C shift schedule; executing a contract with Rural Medevac Alliance to provide a dedicated 24/7 paramedic Quick Response Vehicle (QRV) that responds to all 911 calls countywide and supports patient care during transport; purchasing and placing into service three (3) new Type I ambulances stationed in Goldfield, Silver Peak, and Fish Lake Valley (Dyer); implementing coordinated dispatch, response, and patient care protocols; and providing ongoing EMS training and continuing education to strengthen local workforce capacity. The project will also establish data collection and performance monitoring systems to evaluate service utilization, response times, staffing, and patient outcomes and to guide future expansion of the county's EMS system.

Baseline Metrics

- Volunteer-based EMS staffing with no dedicated 24/7 paramedic coverage.
- Aging ambulance fleet (14- to 28-year-old ambulances) with extended out-of-service periods during patient transports.
- Ambulances may be unavailable for up to six hours while transporting patients to distant hospitals.
- No countywide 24/7 EMS staffing model or strategically deployed ambulance fleet.

- Limited access to advanced life support services and prolonged response times due to geography and staffing constraints.

Projected Healthcare Outcomes

- Three (3) full-time EMS personnel hired and operational.
- One (1) dedicated 24/7 paramedic Quick Response Vehicle providing continuous ALS coverage countywide.
- Three (3) new Type I ambulances placed into service and strategically deployed throughout the county.
- Ambulance service gaps reduced by at least 50% through increased staffing and equipment availability.
- EMS response times reduced by at least 10% within 24 months.
- Two or more EMS training and continuing education sessions conducted annually.
- Improved access to timely emergency response, patient stabilization, and transport for residents, visitors, and industry throughout Esmeralda County.

Method of Accountability

Esmeralda County will implement a comprehensive monitoring and accountability process to ensure the project is completed on time, within budget, and achieves the intended healthcare outcomes. The Esmeralda County Board of Commissioners will provide overall project oversight, while the Fire Chief will serve as the project manager and be responsible for day-to-day implementation, including personnel recruitment, contract management, ambulance procurement, coordination with Rural Medevac Alliance, and oversight of EMS operations.

Great Basin College (GBC), serving as the grant administrator, will provide financial oversight, procurement assistance, grant compliance, performance monitoring, data collection, and required state and federal reporting. GBC will work closely with county leadership to verify that expenditures comply with grant requirements, milestones are achieved according to the approved project timeline, and all performance measures are accurately documented.

Project progress will be monitored through regularly scheduled meetings between Esmeralda County, GBC, Rural Medevac Alliance, and key project partners. Monitoring activities will include review of project milestones, hiring progress, ambulance procurement and deployment, contract performance, staffing schedules, EMS response data, training completion, financial expenditures, and grant performance measures. Data collected through EMS run reports, dispatch records, staffing reports,

training records, and financial documentation will be reviewed on an ongoing basis to evaluate progress toward baseline and projected outcome metrics.

Any identified delays, performance issues, or budget variances will be addressed promptly through corrective action planning, including adjustments to project activities, timelines, or resource allocation as appropriate. Quarterly progress reports will document accomplishments, performance measures, expenditures, challenges encountered, and corrective actions implemented to ensure successful completion of the project and achievement of the proposed healthcare outcomes.

Scope of Work for Esmeralda County Board of Commissioners

Goal 1: Establish a coordinated, countywide emergency medical services (EMS) system that provides reliable 24/7 emergency response and advanced life support coverage throughout Esmeralda County.			
Objective(s)	Activities	Due Date	Monitoring and Accountability Activities
Objective 1.1: Implement full-time EMS staffing and paramedic coverage to improve emergency response capacity	Recruit, hire, and onboard three (3) full-time EMS personnel; execute the Rural Medevac Alliance contract for 24/7 paramedic Quick Response Vehicle (QRV) coverage; establish staffing schedules and response protocols	08/30/27	Recruit, hire, and onboard three (3) full-time EMS personnel; execute the Rural Medevac Alliance contract for 24/7 paramedic Quick Response Vehicle (QRV) coverage; establish staffing schedules and response protocols
Objective 1.2: Modernize EMS infrastructure to improve emergency response and transport capability	Purchase, equip, license, and place three (3) Type I ambulances into service in Goldfield, Silver Peak, and Fish Lake Valley (Dyer);	08/30/27	Monitor procurement timelines, vehicle delivery, licensing, deployment status, and equipment inventories. Review EMS run reports and vehicle

	implement coordinated dispatch and deployment procedures		utilization to ensure operational readiness
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Goal 2: Improve access to timely, high-quality emergency medical care while establishing a sustainable EMS system for Esmeralda County.

Objective(s)	Activities	Due Date	Monitoring and Accountability Activities
Objective 2.1: Improve emergency medical response and patient outcomes through coordinated EMS operations and workforce development	Provide ongoing EMS training and continuing education; monitor response times, service utilization, and patient care outcomes; coordinate with regional healthcare partners to support patient transport and continuity of care	08/30/27	Review training records, EMS response times, patient encounter data, transport records, and partner coordination activities. Compare performance against baseline and projected outcome measures
Objective 2.2: Establish the foundation for long-term EMS sustainability	Implement data collection and performance monitoring systems; support EMS billing implementation; evaluate staffing, service utilization, and operational performance to guide future expansion	08/30/27	Review financial reports, billing implementation progress, performance dashboards, utilization reports, and quarterly project evaluations to

			ensure progress toward long-term sustainability
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SECTION C

Budget and Financial Reporting Requirements

The Subrecipient shall acknowledge Nevada Health Authority and federal RHTP funding in activities and materials produced, purchased, or distributed under this subaward. All public-facing materials related to this project must include the Stevens Amendment disclaimer required in **Section A, Grant Conditions and Assurances**. Where space allows, materials should also acknowledge support from the Nevada Health Authority through the Rural Health Transformation Program with attribution language and the appropriate logos provided by Nevada Health Authority. If no public-facing materials will be developed or distributed, this requirement may be marked not applicable.

Subrecipient agrees to adhere to the following budget: Please see Attachment C1

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Applicant Name: Esmeralda County Board of Commissioners
PROPOSED BUDGET SUMMARY

Form 2

A.

PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERRIDE - SEE INSTRUCTIONS

FUNDING SOURCES	Funding Source	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED							
ENTER TOTAL REQUEST	\$1,956,091.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$1,956,091.00

EXPENSE CATEGORY

1	Personnel		\$398,930.00						\$398,930.00
	1A	Administrative Personnel	\$24,929.00						
	1B	Provider Payments Personnel							
	1C	Direct Program Personnel (No cap)	\$374,001.00						
2	Travel								
	2A	Out-of-State							
	2B	In-State							
3	Supplies		\$5,235.00						\$5,235.00
4	Equipment		\$1,111,344.00						\$1,111,344.00
	4A	Equip / Cap Exp - Category J	\$1,111,344.00						
	4B	Equipment - Other							
5	Contractual/Consultant		\$440,000.00						\$440,000.00
	5A	Personnel							
	5B	Travel							
	5C	Administrative Contracts							
	5D	Provider Payments -Contracts							
	5E	Capital Expenditure -Contracts							
	5F	EMR - Contracts							
	5G	Program Contracts (No cap)							
6	Training		\$582.00						\$582.00
7	Other								
	7A	EMR Subscription							
	7B	All Other (No cap)							

TOTAL EXPENSE	\$1,956,091.00	\$ -	\$ -	\$ -	\$ -		\$1,956,091.00
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Total Administrative Cost	\$24,929.00
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Total Agency Budget	\$1,956,091.00
Percent of Subrecipient Budget	100%

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Equipment Management and Property Requirements:

- If this subaward includes the purchase, lease, or use of equipment with Rural Health Transformation (RHT) Program funds, the Subrecipient shall be responsible for the proper acquisition, management, safeguarding, inventory, maintenance, and disposition of all equipment purchased in whole or in part with subaward funds.
- At a minimum, the Subrecipient shall:
 - Use equipment solely for authorized purposes consistent with the approved Scope of Work and budget.
 - Maintain an equipment inventory system that includes, at a minimum:
 - Equipment description;
 - Manufacturer, model, serial number, or other unique identifier;
 - Funding source and subaward number;
 - Acquisition date;
 - Acquisition cost;
 - Physical location;
 - Custodian or department responsible for the equipment;
 - Current condition;
 - Date and method of disposition, if applicable.
 - Affix a permanent property tag or other unique identification to all equipment requiring inventory control.
 - Conduct and document a physical inventory of all reportable equipment at least annually and reconcile inventory records to physical inventory results.
 - Maintain written procedures to safeguard equipment against loss, theft, damage, or unauthorized use.
 - Notify the Department within five (5) business days of discovering any loss, theft, damage, destruction, or unauthorized disposition of equipment purchased with RHT funds and cooperate in any required investigation.
 - Perform routine preventive maintenance sufficient to keep equipment in good working condition throughout its useful life.
 - Permit the Department, CMS, HHS, the Office of Inspector General, the Government Accountability Office, and other authorized oversight entities to inspect equipment and inventory records upon request.
 - Obtain prior written approval from the Department before transferring, selling, replacing, cannibalizing, or otherwise disposing of equipment when required by the terms of the federal award.
 - Follow all applicable federal and state property disposition requirements at the conclusion of the subaward or when equipment is no longer needed for the approved project.
 - Equipment records shall be retained in accordance with applicable federal and state record retention requirements and remain available for audit or monitoring.
 - The Subrecipient shall comply with all applicable requirements of 2 CFR 200.313, the HHS Grants Policy Statement, CMS Rural Health Transformation Program award terms and conditions, Nevada DHHS Grant Instructions and Requirements (GIRS), and any additional written guidance issued by NVHA.
 - The Department may provide disposition instructions at closeout consistent with applicable federal requirements.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

The Subrecipient agrees:

To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.

- Total reimbursement through this subaward will not exceed **\$1,956,091.00**;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;
- Indicate what additional supporting documentation is needed in order to request reimbursement; and
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.
- Reporting deadlines established by the Department may be modified as necessary to ensure Nevada's compliance with the reporting requirements contained in the CMS Notice of Award (NOA), Notice of Funding Opportunity (NOFO), CMS Standard Terms and Conditions, and any subsequent federal guidance. The Subrecipient shall comply with all reporting deadlines established by the Department, including deadlines that occur in advance of the federal reporting due dates applicable to the State:

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The Department agrees:

- Identify specific items the program or OCPG must provide or accomplish to ensure successful completion of this project, such as:
 - Providing technical assistance, upon request from the Subrecipient;
 - Providing prior approval of reports or documents to be developed;
 - Forwarding a report to another party, i.e. CDC.
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

- The site visit/monitoring schedule may be clarified here.
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- A Request for Reimbursement is due on a **monthly** basis, based on the terms of the subaward agreement, no later than the 15th of the month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

Report	Subrecipient Due
Requests for Reimbursement	Monthly on the 15th
Progress Reports	Monthly on the 15th

Programmatic Reporting and Performance Measurement Requirements

- Progress Reports are due on a «RFR» basis, based on the terms of the subaward agreement, no later than the 15th of the month.
- The Subrecipient shall support Nevada Health Authority reporting, monitoring, oversight, and evaluation requirements for the Rural Health Transformation Program. The Subrecipient shall submit timely, complete, and accurate programmatic reports in the format and frequency required by the Department, which may include quarterly reports, annual reports, closeout reports, surveys, reporting templates, monitoring responses, or other written guidance issued by the Department.
- Required reporting may include, but is not limited to, project implementation updates, service counts, patient or provider counts, workforce information, equipment and infrastructure documentation, technology implementation updates, utilization information, referral and follow-up information, fiscal documentation, survey responses, and narrative explanations of progress, barriers, and corrective actions.
- The Subrecipient shall maintain documentation sufficient to support all reported activities, outputs, and outcomes. Documentation may include invoices, purchase records, service logs, referral logs, encounter summaries, staffing records, training rosters, contracts, implementation records, financial records, system reports, policies and procedures, or other materials requested by the Department.
- The Subrecipient shall cooperate with the Department, CMS, HHS, or their designees in any reporting, monitoring, evaluation, audit, or data validation activity related to the Rural Health Transformation Program.
- The Subrecipient is not responsible for independently calculating statewide measures derived from Medicaid MMIS, Medicare Cost Reports, the Nevada Rural and Frontier Health Data Book, licensing board data, medical record review, State surveys, or other State-controlled or State-approved data sources unless specifically directed by the Department. However, the Subrecipient shall provide project-level data, documentation, and narrative context necessary for the Department to calculate, validate, interpret, and report those measures.
- The Department may update, clarify, replace, or supplement performance measures, data definitions, reporting templates, baseline methodologies, target specifications, documentation requirements, and reporting instructions during the subaward period to comply with federal requirements, CMS guidance, State reporting needs, or program evaluation needs. The Subrecipient shall comply with the most current reporting instructions issued by the Department.
- The Subrecipient shall report information at the level of detail required by the Department, which may include project-level, provider-level, facility-level, site-level, county-level, regional, aggregate, or de-identified patient-level information, as applicable and permitted by law.
- Rows or measures identified by the Department for deletion shall not be treated as active Subrecipient reporting requirements unless later reinstated or otherwise required in writing by the Department.
- Submission of complete, accurate, and timely reports required under this Agreement is a condition of reimbursement and continued funding.
- The Subrecipient shall retain all financial records, supporting documentation, statistical records, procurement records, property records, programmatic records, and all other records relating to this Agreement for a minimum of three (3) years following submission of the final expenditure report or, where applicable, the final financial report for the applicable award, in accordance with 2 CFR 200.334. If any audit, litigation, claim, negotiation, investigation, monitoring activity, or other action involving the records is initiated before the end of the retention

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period, or if a longer retention period is required by federal or state law, the Department, CMS, or the terms and conditions of the Federal award, the Subrecipient shall retain the records until all such matters are fully resolved and final action has been taken. All records shall remain available to the Department, CMS, the HHS Office of Inspector General, the U.S. Government Accountability Office, and other authorized oversight entities for inspection, monitoring, audit, and copying throughout the applicable retention period.

Initiative-Specific Reporting Requirements

The Subrecipient shall report on the initiative-specific activities, outputs, and outcomes applicable to the initiative funded under this subaward. The Department may further define initiative-specific data elements, documentation requirements, and reporting frequency through reporting templates, monitoring tools, surveys, or written guidance.

Rural Health Outcomes Accelerator Program

For the Rural Health Outcomes Accelerator Program, the Subrecipient shall support reporting on rural health outcome measures related to chronic disease management, maternal health, behavioral health follow-up, substance use disorder follow-up, care coordination, referral completion, and access to appropriate services in rural Nevada.

The Subrecipient shall report project-level activities that support improvement in the following areas, as applicable to the funded project:

- Blood pressure control among rural adults with hypertension;
- Timely prenatal care and postpartum care for pregnant and postpartum women in rural Nevada on Medicaid;
- Follow-up after emergency department visits for mental illness or intentional self-harm;
- Follow-up after emergency department visits for substance use disorder or drug overdose; and
- Referral, care coordination, patient navigation, outreach, service linkage, and other access-related activities that support improved rural health outcomes.

The Subrecipient shall provide data and documentation requested by the Department to support these measures, which may include service counts, referral information, follow-up information, care coordination records, patient navigation activities, outreach activities, implementation updates, and narrative explanations of how funded activities support improved rural health outcomes.

Where the Department calculates Rural Health Outcomes Accelerator Program measures using Medicaid MMIS claims data, medical record review, or other State-approved data sources, the Subrecipient shall provide supporting project-level information necessary to explain, validate, or supplement the Department's reporting.

For behavioral health and substance use disorder follow-up measures, the Subrecipient shall report referral, follow-up, care transition, and service linkage information within the timeframe and level of detail specified by the Department, which may include follow-up after emergency department visits within 7 days, 30 days, or another Department-specified reporting period.

The Subrecipient shall identify known data limitations, reporting barriers, service access barriers, incomplete data, delayed implementation, or changes in project scope that may affect Rural Health Outcomes Accelerator Program performance reporting.

Nevada Rural Health System Flex Fund

For the Nevada Rural Health System Flex Fund, the Subrecipient shall support reporting on rural health infrastructure, transportation access, mobile care capacity, facility and equipment improvements, and financial sustainability.

The Subrecipient shall report project-level activities that support improvement in the following areas, as applicable to the funded project:

- Emergency and nonemergency transportation access in rural counties;
- Equipment, technology, facility, or infrastructure upgrades related to direct patient care;
- Mobile care units serving rural counties;
- Rural provider or hospital capacity, access, quality, safety, operational efficiency, or service continuity; and
- Financial sustainability for participating rural hospitals, including days cash on hand where applicable.

The Subrecipient shall provide data and documentation requested by the Department to support these measures, which may include service counts, transportation utilization information, equipment lists, purchase records, invoices, deployment dates, service locations, implementation status, mobile unit service information, facility or infrastructure documentation, financial information, and narrative explanations of how funded activities improve rural access, capacity, quality, safety, or sustainability.

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For transportation-related projects, the Subrecipient shall report information requested by the Department regarding emergency or nonemergency transportation activities, which may include service type, county or counties served, number of individuals served, number of trips or transports supported, populations served, referral sources, implementation status, and barriers to transportation access.

For equipment, technology, facility, or infrastructure investments, the Subrecipient shall identify whether the funded activity represents a new service, expanded service, replacement of outdated equipment or infrastructure, modernization of existing capacity, or continued support of existing rural health capacity.

For mobile care unit projects, the Subrecipient shall report whether mobile care units were purchased, deployed, expanded, sustained, replaced, or otherwise supported with Rural Health Transformation Program funds. Reporting may include service areas, counties served, deployment dates, service types, number of service days or events, populations served, and implementation status.

For participating hospitals, the Subrecipient shall provide or support access to financial information needed to calculate or validate days cash on hand, as requested by the Department.

Where the Department calculates Flex Fund measures using Medicaid MMIS claims data, Medicare Cost Reports, licensure data, State surveys, provider-reported financial data, or other State-approved data sources, the Subrecipient shall provide supporting project-level information necessary to explain, validate, or supplement the Department's reporting.

The Subrecipient shall identify known data limitations, reporting barriers, service access barriers, incomplete data, delayed implementation, delays in placing equipment or infrastructure into service, discontinued activities, or changes in project scope that may affect Flex Fund performance reporting.

Workforce Recruitment and Rural Access Program

For the Workforce Recruitment and Rural Access Program, the Subrecipient shall support reporting on recruitment, retention, training, placement, and expansion of the rural health workforce.

The Subrecipient shall report project-level activities that support improvement in the following areas, as applicable to the funded project:

- Recruitment, retention, training, placement, or support of primary care physicians;
- Recruitment, retention, training, placement, or support of advanced practice nurses;
- Recruitment, retention, training, placement, or support of registered nurses;
- Recruitment, retention, training, placement, or support of physician assistants;
- Recruitment, retention, training, placement, or support of behavioral health providers;
- Reduction of workforce vacancies or service gaps in rural counties; and
- Expanded local care capacity, access to primary care, behavioral health care, specialty care, or other rural health services.

The Subrecipient shall provide data and documentation requested by the Department to support these measures, which may include provider type, position type, credential or discipline, rural county served, service site, employment or contract status, recruitment status, retention status, vacancy information, training participation, placement information, and whether the position was newly created, retained, expanded, contracted, trained, incentivized, or otherwise supported with Rural Health Transformation Program funds.

The Subrecipient shall maintain documentation sufficient to validate workforce-related reporting, which may include job descriptions, offer letters, contracts, payroll records, training rosters, credentialing documentation, licensure or certification documentation, retention agreements, onboarding records, service schedules, vacancy records, or other documentation requested by the Department.

For recruitment and placement activities, the Subrecipient shall report information requested by the Department regarding positions recruited or filled, recruitment strategies used, rural counties served, provider types supported, start dates, service locations, and barriers to recruitment or onboarding.

For retention activities, the Subrecipient shall report information requested by the Department regarding positions retained, retention strategies used, provider types supported, rural counties served, length of retention, and barriers to workforce stability.

For training, pipeline, or professional development activities, the Subrecipient shall report information requested by the Department regarding the type of training or workforce activity provided, number and type of participants, completion status, provider discipline or role, service area, and how the activity supports rural workforce capacity.

Where the Department calculates Workforce Recruitment and Rural Access Program measures using Medicaid MMIS data, the Nevada Rural and Frontier Health Data Book, licensing board data, provider-reported information, surveys, or other State-approved data sources, the Subrecipient shall provide supporting project-level information necessary to explain, validate, or supplement the Department's reporting.

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The Subrecipient shall identify known data limitations, reporting barriers, workforce shortages, vacancy challenges, recruitment delays, onboarding delays, credentialing barriers, retention barriers, discontinued activities, or changes in project scope that may affect Workforce Recruitment and Rural Access Program performance reporting.

Rural Health Innovation and Technology Grant

For the Rural Health Innovation and Technology Grant, the Subrecipient shall support reporting on technology deployment, provider adoption, telehealth access, secure data exchange, interoperability, cybersecurity, advanced health technology, AI-enabled tools, digital patient engagement, remote monitoring, diagnostics, administrative efficiency, and improved access to rural care.

The Subrecipient shall report project-level activities that support improvement in the following areas, as applicable to the funded project:

- Telehealth service utilization for rural Medicaid members, including behavioral health and physical health services where applicable;
- Digital, remote, or hybrid models of care, including patient engagement tools, remote patient monitoring, or AI-supported patient services;
- Interoperable data exchange, referral management, care coordination, health information exchange, provider-to-provider record sharing, or patient access to personal health records;
- Cybersecurity training, annual security risk assessments, mitigation strategies, cybersecurity software or technology, and ongoing cybersecurity capabilities;
- Advanced health technologies, including AI-enabled tools used for clinical care, remote monitoring, diagnostics, patient engagement, or administrative workflows; and
- Provider, facility, or system-level adoption of technology that improves rural access, care coordination, patient engagement, efficiency, quality, or security.

The Subrecipient shall provide data and documentation requested by the Department to support these measures, which may include system implementation status, go-live dates, vendors or platforms used, provider participation, service sites, counties served, active users, patient participation, telehealth utilization information, digital engagement information, workflows supported, security assessments, mitigation plans, cybersecurity training records, policies and procedures, patient access functionality, data exchange functionality, and evidence of active use.

For telehealth projects, the Subrecipient shall report information requested by the Department regarding services delivered through telehealth modalities, which may include service type, provider type, county or counties served, patient population served, number of unique patients served, number of encounters or claims supported, behavioral health or physical health service category, implementation status, and barriers to telehealth access or utilization.

For digital, remote, or hybrid care models, the Subrecipient shall report information requested by the Department regarding patient engagement, remote monitoring, digital communication, AI-supported patient tools, or other technology-enabled care models, including the number of patients or providers participating where available.

For interoperability, health information exchange, provider-to-provider record sharing, referral management, care coordination, or patient record access projects, the Subrecipient shall report the systems or platforms used, participating providers or sites, type of information exchanged or made available, operational status, patient or provider access functionality, and the workflow or use case supported.

For cybersecurity projects, the Subrecipient shall report security risk assessments completed, mitigation strategies implemented, cybersecurity tools or technologies purchased or maintained, cybersecurity training completed, policies or procedures adopted or updated, and documentation showing continued use or maintenance.

For AI-enabled or advanced technology projects, the Subrecipient shall report the tool implemented, intended use case, workflow supported, users or sites impacted, safeguards used, privacy and security considerations, and documentation showing deployment and active use.

Where the Department calculates Rural Health Innovation and Technology Grant measures using Medicaid claims data, State surveys, grant reporting data, CMS data, provider-reported information, or other State-approved data sources, the Subrecipient shall provide supporting project-level information necessary to explain, validate, or supplement the Department's reporting.

The Subrecipient shall identify known data limitations, reporting barriers, technology implementation delays, provider adoption barriers, patient engagement barriers, cybersecurity gaps, interoperability barriers, delayed deployment, discontinued activities, or changes in project scope that may affect Rural Health Innovation and Technology Grant performance reporting.

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**SECTION D
Request for Reimbursement**

Agency Ref. #: RHT-
IN226033
Dept / BA / CAT: 410-3247-11
GL: 8798
Reporting #: 93798R26
Sub GL:

Program Name: Rural Health Transformation Program	Subrecipient Name: Esmeralda County Board of Commissioners
Address: 4070 Silver Sage Dr Carson City, NV 89701-8510	Address: 400 E. Elliott Ave PO Box 517 Goldfield, NV 89013
Subaward Period: Upon Director's Approval through 8/30/2027	Subrecipient's: EIN: 88-6000077 Vendor #: T810038Q

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

(must be accompanied by expenditure report/back-up)

Month(s):

Calendar year:

Approved Budget Category		A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel		\$398,930.00					
1A.	Administrative Personnel	\$24,929.00					
1B.	Provider Payments Personnel						
1C.	Program Personnel	\$374,001.00					
2. Travel							
2A.	Out-of-State						
2B.	In-State						
3. Supplies		\$5,235.00					
4. Equipment / Capital Expenditure		\$1,111,344.00					
4A.	Equip / Cap Exp - Category J	\$1,111,344.00					
4B.	Equipment - Other						
5. Contractual / Consultant		\$440,000.00					
5A.	Personnel						
5B.	Travel						
5C.	Administrative Contracts						
5D.	Provider Payments – Contract						
5E.	Capital Expenditure – Contract						
5F.	EMR – Contract						
5G.	Program Contracts (No Cap)						
6. Training		\$582.00					
7. Other							
7A.	EMR Subscription						
7B.	All Other (No Cap)						
Total:		\$1,956,091.00					

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Completed
INSERT MONTH/QUARTER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-

I, a duly authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that the amount of this request is not in excess of current needs or, cumulatively for the grant term, in excess of the total approved grant award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached is correct.

Authorized Signature

Title

Date

FOR Department USE ONLY

Is program contact required? ____ Yes ____ No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____

Scope of Work review/approval date: _____

Chief (as required): _____

Date

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SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$1,000,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$1,000,000 or more in all federal awards during your organization's most recent fiscal year? ☐ YES ☐ NO
3. When does your organization's fiscal year end? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time-period did your last audit cover? _____
8. Which accounting firm conducted your last audit? _____

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

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SECTION F

Current or Former State Employee Disclaimer

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.

The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

- YES ☐ If "YES", list the names of any current or former employees of the State and the services that each person will perform.
- NO ☐ Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name

Services

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

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SECTION G

Business Associate Addendum

BETWEEN

**State of Nevada
Nevada Health Authority**

Hereinafter referred to as the "Covered Entity"

and

Esmeralda County Board of Commissioners

Hereinafter referred to as the "Business Associate"

This Business Associate Agreement ("**BAA**") is incorporated as an attachment by reference to a State of Nevada Contract (in consideration of mutual obligations contained therein and below and the exchange of information pursuant to this BAA and the State of Nevada Contract) by and between the named Nevada Health Authority ("**Covered Entity**"), a government entity, and the named Independent Contractor ("**Business Associate**"), licensed to do business in the State of Nevada in accordance with the meanings ascribed to the terms "Covered Entity" and "Business Associate" under 45 CFR § 160.103 et seq. (see also 45 CFR § 164.501). The Covered Entity and Business Associate are collectively referred to herein as the "**Parties**."

I. RECITALS

- a. Covered Entity is either a "covered entity" in its own right or a "business associate" of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 (collectively, "**HIPAA**" as may be amended or in effect at the time) and, as such, is required to comply with HIPAA's provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);
- b. The Parties have entered into or will enter into an agreement or agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the "**Agreement**");
- c. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information ("**PHI**"), including, where applicable, through provision of services on behalf of Covered Entity which result in direct receipt of PHI from sources other than Covered Entity;
- d. By providing the services pursuant to the Agreement, Business Associate will become a "business associate" of Covered Entity as such term is defined under HIPAA;
- e. Both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 160 and Part 164, Subparts A and E, collectively the "**Privacy Rule**"); and
- f. Both Parties intend to protect the privacy and provide for the security of PHI disclosed to the Business Associate pursuant to the terms of this Agreement, the Contract for Services to which this Agreement is incorporated, HIPAA, and other applicable state and federal laws and regulations.

II. DEFINITIONS

- a. For the purposes of this BAA, the Parties give the following meaning to each of the terms as set forth below and in the information above. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.
 - i. "**Affiliate**" means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity as defined by HIPAA.
 - ii. "**Breach**" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI as defined in 45 CFR § 164.402 and 42 USC § 17921.
 - iii. "**Breach Notification Rule**" means the portion of HIPAA set forth in subpart D of 45 CFR Part 164.
 - iv. "**CFR**" means the Code of Federal Regulations.
 - v. "**Data Aggregation**" means, with respect to PHI created or received by Business Associate in its capacity as the "business associate" under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other "covered entity" under HIPAA, to permit data analyses that relate to Health Care Operations (defined below) of the respective covered entities. The meaning of "data aggregation" in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.
 - vi. "**Designated Record Set**" has the meaning given to such term under the Privacy Rule, including 45 CFR § 164.501.
 - vii. "**De-Identify**" means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§ 164.514(a) and (b).
 - viii. "**Disclosure**" means the release, transfer, provision of, access to, licensure of, use of, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR § 160.103.
 - ix. "**Electronic PHI**" means any PHI maintained in or transmitted by electronic media as defined in 45 CFR § 160.103.
 - x. "**Health Care Operations**" has the meaning given to that term in 45 CFR § 164.501.
 - xi. "**Individual**" has the same meaning given to that term in 45 CFR §§ 164.501 and 160.103 as and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
 - xii. "**Individually Identifiable Health Information**" means health information, in any form or medium, including demographic information or inquiries collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health

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information is information serving to identify the individual directly, or for which there is a reasonable basis to believe it can serve to identify the individual as provided in 45 CFR § 160.103.

- xiii. **"Protected Health Information" or "PHI"** has the meaning given to the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or behalf of Covered Entity, in whichever medium it is maintained, transmitted, or stored.
- xiv. **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- xv. **"Security Rule"** means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 and Part 164, Subparts A and C.
- xvi. **"Unsecured Protected health Information" or "Unsecured PHI"** means any "protected health information" as defined in 45 CFR § 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals or entities through the use of a technology or methodology specified by the Secretary of the federal Department of Health and Human Services in the guidance issued pursuant to the HITECH Act and codified in 42 USC § 17932(h).
- xvii. **"USC"** means the United States Code.

III. DATA OWNERSHIP

Business Associate's data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.

IV. USE AND DISCLOSURE OF PHI BY BUSINESS ASSOCIATE

- a. Except as otherwise provided in this BAA and the laws and regulations related to PHI, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.
- b. Except as otherwise limited by this BAA or federal or Nevada law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate's business and to carry out its legal responsibilities under Contract. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.
- c. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC § 17935(b)) and any of the act's implementing regulations adopted by the federal United States Department of Health and Human Services, for each use or disclosure of PHI.
- d. Upon request at any time, and at no additional cost, Business Associate will make available to Covered Entity any of Covered Entity's PHI that Business Associate or any of its agents or subcontractors have in their possession.
- e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).
- f. Except as otherwise limited in this BAA, Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if an Individual has required this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC § 17935.
- g. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI, as specified by 42 USC § 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR § 164.508 that includes a specification that protected health information can be exchanged for remuneration.
- h. Business Associate shall not use artificial intelligence (AI), machine learning (ML), or other automated decision-making tools to create, process, analyze, or interpret PHI unless expressly authorized in writing by the Covered Entity. Any permitted use of such technologies must comply with applicable federal and state laws, including the HIPAA Privacy and Security Rules, and shall not result in automated decision-making that impacts individuals' rights or access to benefits without human oversight.
- i. Business Associate must disclose to Covered Entity any AI or ML tools it uses that interact with PHI, provide sufficient documentation of safeguards and risk assessments related to those tools, and demonstrate that such tools operate in a transparent, explainable, and auditable manner.

V. RESPONSIBILITIES OF BUSINESS ASSOCIATE

- a. **Safeguards Against Misuse of PHI.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316, and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the information security standards and guidelines set forth by the National Institute of Standards and Technology (NIST). Business Associate agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.

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- b. **Contents of Notifications to Covered Entity by Business Associate and Direction of Corrective Action.** In the event of a breach or suspected breach of PHI, the report to the Covered Entity by Business Associate in accordance with the timelines set forth below must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured PHI that was involved in the incident; the number of individuals whose protected health information was involved in the incident; the steps the Business Associate is taking to investigate the incident and to protect against further incidents; and proof of timely or contemporaneous notification by Business Associate to any of the Business Associate's insurers. Business Associate must take prompt corrective action at its sole expense to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately based on the determinations of Covered Entity.
- c. **Reporting Disclosures of PHI and Security Incidents.** Business Associate will immediately report to Covered Entity in writing any use, access, or disclosure of PHI not provided for by this BAA or on the first day Business Associate, its agents, or subcontractors become aware of the same or would have been aware by exercising reasonable diligence in accordance with 45 CFR § 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC § 17921 and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event.
- d. **Reporting Breaches of Unsecured PHI.** Business Associate will notify Covered Entity in writing promptly upon the discovery of any suspected or actual Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR § 164.410, but in no case later than 5 calendar days after discovery of a Breach. Business Associate will be responsible for notifying Individuals whose unsecured PHI was breached in accordance with 42 USC § 17932 and 45 CFR 164.404 through 164.406 and must provide evidence to Covered Entity that appropriate and timely notification to Individuals or others when necessary as specified in 45 CFR § 164.404 and 45 CFR 164.406 has timely occurred. Business Associate is further responsible for all costs of notification set forth herein as well as all costs associated with mitigating future breaches. Business Associate must further notify the Secretary of the federal United States Department of Health and Human Services of all breaches in accordance with 45 CFR § 164.408 and must provide Covered Entity of a contemporaneous copy of all notifications made as required.
- e. **Mitigation of Disclosures of PHI.** Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.
- f. **Agreements with Agents or Subcontractors.** Business Associate will ensure that any of its agents or subcontractors (such agents or Subcontractors must be duly disclosed and authorized per the State of Nevada Contract to which this BAA is incorporated) that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA and that the Business Associate implements and maintains sanctions against agents and/or subcontractors who violate such restrictions and conditions and ensure appropriate mitigation of the effects of violation(s) outlined under 45 CFR § 164.530(f) and 164.530(e)(1).
- g. **Offshore Use Limitation.** Business Associate shall not store, access, or process PHI outside the United States without the prior written consent of the Covered Entity. This includes, but is not limited to, accessing PHI through remote desktop, cloud environments, or other electronic means from locations outside the U.S. Business Associate shall maintain appropriate contractual controls and technical safeguards to enforce this restriction and must provide documentation upon request demonstrating compliance.
- h. **Audit Report.** Upon request and at no additional cost or charge, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (which meets the AT-C Section 315 attestation standard issued by the American Institute of Certified Public Accountants), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Business Associate and individuals associated with Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations.
- i. **Access to PHI by Individuals.**
- i. Upon request, Business Associate agrees, at no additional cost or charge, to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.
 - ii. In the event any Individual requests access to the Individual's PHI directly from Business Associate, Business Associate within five business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity, but at no additional cost or charge to Individual or Covered Entity by Business Associate.
- j. **Amendment of PHI.**
- i. Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request.
 - ii. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable

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to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity, but at no additional cost or charge to Individual or Covered Entity by Business Associate.

- k. **Accounting of Disclosures.**
- i. Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR § 164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR § 164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.
 - ii. Business Associate will furnish to Covered Entity information collected in accordance with this Section, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR § 164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under federal United States Department of Health and Human Services regulations adopted in connection with the HITECH Act.
 - iii. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.
- l. **Availability of Books and Records.** Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of the federal United States Department of Health and Human Services for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.
- m. **Training.** Business Associate must train employees (and ensure verification of the same by Business Associate's agents and subcontractors as applicable) on the policies and procedures associated with safeguarding PHI. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Training must be completed within 30 days of the date of hire by Business Associate and all employees must be re-trained at least annually thereafter. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
- n. **Litigation or Administrative Proceedings.** Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations, available to Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy. Nothing herein limits or abrogates Business Associate's obligation under the State of Nevada Contract to which this BAA is incorporated to defend and indemnify Covered Entity.
- o. **Policies and Procedures.** Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA.
- p. **Privacy and Security Officer(s).** Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of Business Associate; development and implementation of Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event Business Associate sustains a breach or suspected breach of protected health information.

VI. RESPONSIBILITIES OF COVERED ENTITY

- a. With regard to the use and/or disclosure of PHI by Business Associate, Covered Entity agrees to:
- i. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - ii. Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - iii. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
 - iv. Except for Data Aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

VII. TERM AND TERMINATION

- a. This BAA as an incorporated attachment to a State of Nevada Contract is effective upon the effective date of that referenced Contract and continues in effect extending beyond any termination of said Contract until all PHI related thereto in the custody or control of Business Associate is returned to Covered Entity and destroyed thereafter by Business Associate, or, if not feasibly destroyed, protections are extended by Business Associate to such information.
- b. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, in accordance with the notice provisions set forth in the State of Nevada Contract to which this BAA is incorporated. Covered Entity may report the breach to the Secretary of the federal United States Department of Health and Human Services.
- c. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will comply with the notice provisions set forth in the State of Nevada Contract to which this BAA is incorporated and related cure opportunity

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deadline and procedures. Business Associate may immediately report the problem to the Secretary of the federal United States Department of Health and Human Services.

- d. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. Business Associate shall provide written certification of the destruction of PHI upon termination of the Agreement, including details of the method used and the date of destruction. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. The Parties understand that this Section will survive any termination of this BAA or the State of Nevada Contract to which it is incorporated.

VIII. HITECH ACT COMPLIANCE

- a. The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA via a duly authorized State of Nevada Contract Amendment as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, the Parties shall utilize applicable and available contract termination provisions set forth in the State of Nevada Contract to which this BAA is incorporated to the extent jointly or severally authorized, utilizing the notice deadlines and provisions related to the same.

Nothing herein creates any rights in favor of any third party except as expressly stated herein or as provided by law. The Business Associate and Covered Entity have agreed to the terms of the above written BAA by incorporation of the same as an attachment or exhibit to the State of Nevada Contract between the Parties and in accordance with the order of precedence set forth in the State of Nevada Contract except where federal law may preempt Nevada law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

BUSINESS ASSOCIATE

Independent Contractor's Signature

Date

Independent Contractor Title

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY**

Director

Stacie Weeks, JD, MPH

Date

Title

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

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SECTION H

The attachments below are provided and incorporated herein as binding documents and used for future reporting and RFR submissions.

Attached Workbooks:

- Attachment A: Progress Reporting
- Attachment B: Request for Reimbursement
- Attachment C: Budget Plan

Compliance with this section is acknowledged by signing the subaward cover page of this packet.



AGENDA REQUEST FORM

FOR ESMERALDA COUNTY BOARD OF COMMISSIONERS MEETING

Meeting Name: RHT Special Meeting

Date Submitted: 9/17/26 Meeting date requested 9/29/26
(see schedule to confirm)

Will be presented by: Chief Bushnell/Noah Walker (please print clearly)

CONTACT PHONE NUMBER 775-745-3647 EMAIL jbushnell@esmeraldacountynv.gov

WILL AN ACTION BE NEEDED ON THIS ITEM? ☒ YES ☐ NO (YOU MUST CHECK ONE)

DISCUSSION/DECISION: (This must be a clear and complete statement and not vague. Please include what kind of action you are requesting, for example: approve and sign documents, approve report, give direction to entity or person, etc., or if this is just a discussion, please indicate clearly)

Approve and accept job description and authorize designee to advertise and hire 3 Clinic Support / Telehealth assistant positions (annual salary of \$43,544.00) to be paid in full through Rural Health Transformation Grant.

RELATED DEPARTMENTS NOTIFIED ☒ YES ☐ NO

If YES, whom, District Attorney (review contract) and Vera Boyer (regarding budget). Please have Department Sign they received notification. Please note, if department notification is needed and is not signed request will not be accepted,

Department County Manager Signature sent via email

Department RHT Team Signature sent via email

Department _____ Signature _____

Department _____ Signature _____



If NO, please explain

WAS BACK-UP PROVIDED TO THE RELATED DEPARTMENTS ☒ YES ☐ NO

WILL THIS DOCUMENT NEED SIGNATURES ☐ YES ☒ NO (If YES, please make sure that it is clearly marked for signatures and provide three (3) copies.)

IS THIS A BUSINESS IMPACT STATEMENT ☐ YES ☒ NO (If YES, Please contact District Attorney for guidance)

PLEASE NOTE: Any agenda request that does not provide the Board with adequate information prior to or during the scheduled meeting may have the agenda request tabled or dismissed.

Chief Bushnell

Person submitting agenda request

Received by

date

Clinic Support / Telehealth Assistant

FLSA Status: Non-exempt

Created: September 2026

Safety Sensitive: Yes

Last Revised:

Grade:

Definition:

The Clinic Support / Telehealth Assistant provides non-clinical administrative and operational support for Esmeralda County clinic operations and assists residents in accessing both telehealth and in-person healthcare services. This position serves as the primary on-site support for telehealth appointments and clinic readiness by assisting patients with technology, maintaining telehealth equipment, preparing clinic spaces, protecting patient privacy, managing supplies, and supporting daily clinic operations. The position works collaboratively with Esmeralda County and William Bee Ririe Hospital (WBRH) staff to ensure efficient, patient-centered service delivery while maintaining a strictly non-clinical role.

Essential Functions (Performance of these functions is the reason the job exists.

Assigned job tasks/duties are not limited to the essential functions):

- Assist patients in accessing scheduled telehealth appointments by providing guidance on telehealth technology and helping individuals with limited computer or technology experience.
- Prepare, operate, inspect, and perform basic troubleshooting of telehealth equipment, including computers, cameras, microphones, monitors, internet connectivity, printers, and related peripherals.
- Maintain telehealth rooms and clinic areas in a clean, organized, safe, and patient-ready condition, including opening, closing, and daily equipment readiness checks.

- Coordinate with William Bee Ririe Hospital staff regarding scheduling, referrals, prescriptions, billing inquiries, technical issues, patient follow-up, or other non-clinical matters, ensuring patients are directed to the appropriate healthcare personnel.
- Assist patients with completing non-clinical paperwork, registration forms, and other administrative documents as directed by WBRH staff.
- Support patient flow during clinic operations by greeting patients, assisting with check-in processes, and directing patients appropriately.
- Maintain patient privacy and confidentiality in accordance with HIPAA requirements and all applicable County and WBRH privacy policies.
- Maintain clinic inventories and supplies, reporting equipment failures, maintenance concerns, safety issues, and supply shortages to the appropriate County or WBRH representative.
- Provide routine facility access by opening the clinic before scheduled operations and securing the facility following clinic hours.
- Assist with the oversight, accountability, and security of County and WBRH clinic equipment, telehealth assets, and facility resources.
- Maintain clinic logs, equipment records, inventory documentation, and other non-clinical records necessary for clinic operations, grant reporting, or quality assurance.
- Assist with community outreach and public education regarding available healthcare, telehealth, and clinic services as requested.
- Participate in required County and WBRH training related to telehealth systems, customer service, emergency procedures, privacy requirements, and clinic operations.
- Work cooperatively with County employees, WBRH providers, contractors, and partner agencies to ensure efficient clinic operations.
- Maintain a professional, courteous, and patient-centered environment.
- Follow all approved County and WBRH policies, procedures, workflows, security protocols, and escalation processes.
- Complete all required orientation and training before independently supporting telehealth or clinic operations.
- Maintain regular and dependable attendance.
- Report to work prepared to support scheduled clinic and telehealth operations.
- Demonstrate professionalism, courtesy, and excellent customer service.
- Maintain confidentiality and safeguard sensitive information.

- Work independently while exercising sound judgment within established procedures.
 - Communicate effectively with patients, County personnel, WBRH staff, and partner agencies.
 - Adapt to changing clinic schedules and operational needs.
-

Non-Clinical Scope and Limitations: Employees shall not independently:

- Diagnose or treat medical conditions.
- Provide medical advice or clinical recommendations.
- Interpret laboratory or diagnostic results.
- Administer medications.
- Perform medical procedures or laboratory testing.
- Make clinical decisions regarding patient care.

Employees may only perform clinical duties if separately licensed, trained, credentialed, and specifically authorized by William Bee Ririe Hospital under applicable policies and agreements.

Qualifications for Employment

Knowledge of:

- General office procedures and customer service principles.
- Basic computer operations and common office software.
- Telehealth technology and video conferencing platforms.
- Basic troubleshooting of computers, internet connectivity, and audiovisual equipment.
- HIPAA privacy requirements and confidentiality practices.
- Office organization, recordkeeping, and inventory management.
- Professional communication techniques.

Skills in:

- Customer service and patient assistance.

- Operating computers and telehealth equipment.
- Organizing work and managing multiple priorities.
- Communicating effectively, both verbally and in writing.
- Problem-solving and basic technical troubleshooting.
- Maintaining accurate records and documentation.
- Working collaboratively with healthcare providers and County personnel.

Ability to:

- Learn and operate telehealth technology and clinic systems.
- Work independently with minimal supervision.
- Maintain confidentiality and exercise discretion.
- Assist individuals with varying levels of technology experience.
- Follow written and verbal instructions.
- Establish and maintain effective working relationships with patients, coworkers, healthcare providers, and partner organizations.
- Maintain a professional appearance and demeanor.
- Lift and move clinic supplies and equipment weighing up to 30 pounds.
- Perform routine opening, closing, and security procedures for the clinic facility.

Required Qualifications and Certifications:

- High school diploma or GED.
- Valid Nevada driver's license.
- Basic computer proficiency.
- Ability to pass a background check.
- Ability to complete HIPAA and telehealth training.

All required certifications and licenses must be maintained and current throughout duration of employment.

Experience and Training:

Any combination of training, education, and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:

- Completion of a high school education or equivalent.
 - Experience in a medical office, clinic, or customer service environment.
-

Physical and Mental Requirements: The physical and mental requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

- Sit, stand, walk, bend, stoop, kneel, reach, and move throughout the clinic for extended periods.
- Lift, carry, push, and pull clinic supplies, equipment, and materials weighing up to 30 pounds; occasionally move heavier items with assistance or appropriate equipment.
- Perform repetitive hand and finger movements required for keyboarding, data entry, and operation of electronic equipment.
- Possess sufficient visual acuity to read computer screens, printed materials, and equipment displays.
- Possess sufficient hearing and verbal communication ability to effectively communicate with patients, healthcare providers, coworkers, and the public in person, by telephone, and through telehealth systems.
- Travel within the County as necessary to support clinic operations, outreach events, training, or meetings.
- Perform routine opening, closing, security, and facility readiness activities.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.

Working Conditions: Work is performed under the following conditions.

Majority of time spent in a clinic or office setting using computers, telehealth equipment, and standard office equipment. The position may require occasional travel to other County facilities, community outreach events, or training locations. Employees may interact with

individuals experiencing medical, emotional, or behavioral challenges and must maintain a calm, professional, and patient-centered demeanor. The position may occasionally require work outside normal business hours to support scheduled clinics, special events, or operational needs.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records.

Employee's Signature

Date Signed



AGENDA REQUEST FORM

FOR ESMERALDA COUNTY BOARD OF COMMISSIONERS MEETING

Meeting Name: RHT Special Meeting

Date Submitted: 9/17/26 Meeting date requested 9/29/26
(see schedule to confirm)

Will be presented by: Chief Bushnell (please print clearly)

CONTACT PHONE NUMBER 775-745-3647 EMAIL jbushnell@esmeraldacountynv.gov

WILL AN ACTION BE NEEDED ON THIS ITEM? ☒ YES ☐ NO (YOU MUST CHECK ONE)

DISCUSSION/DECISION: (This must be a clear and complete statement and not vague. Please include what kind of action you are requesting, for example: approve and sign documents, approve report, give direction to entity or person, etc., or if this is just a discussion, please indicate clearly)

Authorize and approve purchase of 3 New Dodge 4500 4x4 Ambulances with down payment of \$414,336.00. To be paid in full through Rural Health Transformation Grant

RELATED DEPARTMENTS NOTIFIED ☒ YES ☐ NO

If YES, whom, District Attorney (review contract) and Vera Boyer (regarding budget). Please have Department Sign they received notification. Please note, if department notification is needed and is not signed request will not be accepted,

Department County Manager Signature sent via email

Department Auditor / Recorder Signature sent via email

Department _____ Signature _____

Department _____ Signature _____



If NO, please explain

WAS BACK-UP PROVIDED TO THE RELATED DEPARTMENTS ☒ YES ☐ NO

WILL THIS DOCUMENT NEED SIGNATURES ☒ YES ☐ NO (If YES, please make sure that it is clearly marked for signatures and provide three (3) copies.)

IS THIS A BUSINESS IMPACT STATEMENT ☐ YES ☒ NO (If YES, Please contact District Attorney for guidance)

PLEASE NOTE: Any agenda request that does not provide the Board with adequate information prior to or during the scheduled meeting may have the agenda request tabled or dismissed.

Chief Bushnell

Person submitting agenda request

Received by date

**Solicitation Number: RFP #122123****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and REV Group, Inc., 245 S. Executive Dr., Suite 100, Brookfield, WI 53005 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Ambulance and Emergency Medical Service Vehicles from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 28, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). 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 C.F.R. § 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

REV Group, Inc.

Sourcewell

DocuSigned by:

By: 20CB9FBE23E84E5...
Scott Barnes
Title: Vice President of Sales REV Ambulance
Group Inc.
Date: 3/2/2024 | 1:32 PM CST

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/3/2024 | 6:16 PM CST

RFP 122123 - Ambulance and Emergency Medical Service Vehicles

Vendor Details

Company Name: REV Group Inc.

Does your company conduct business under any other name? If yes, please state: REV Ambulance Group-Division-AEV-Wheeled Coach-Horton-Road Rescue-Leader-REV Remount Centers

Address: 245 S. Executive Dr. Ste 100
Brookfield, WI 53005

Contact: Holly Russell

Email: holly.russell@roadrescue.com

Phone: 407-754-7181

Fax: 407-754-7181

HST#: 26-301345

Submission Details

Created On: Tuesday December 19, 2023 11:12:38

Submitted On: Wednesday December 20, 2023 16:50:40

Submitted By: Holly Russell

Email: holly.russell@roadrescue.com

Transaction #: b44e8ba2-898d-4d84-b6e7-4c68d9da1177

Submitter's IP Address: 136.53.136.77

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	REV Group, Inc. (REV Ambulance Group Division) Tax ID# 26-301345 DUNS# 96-194-1494 NYSE: REVG
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	REV Group, Inc. REV Ambulance Group Division includes the following with this proposal. REV Ambulance Group Orlando, Inc.- Tax ID# 59-2309315 Road Rescue Emergency Vehicles Wheeled Coach Halcore, Inc.-Tax ID# 35-2018529 Horton Emergency Vehicles American Emergency Vehicles Leader Emergency Vehicles REV Ambulance Group Remount Centers
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	REV Ambulance Group Orlando, Inc. dba Road Rescue Emergency Vehicles dba Wheeled Coach Ambulance Halcore Group, Inc. dba Horton Emergency Vehicles, dba American Emergency Vehicles and dba REV Ambulance Remount Centers
4	Provide your CAGE code or Unique Entity Identifier (SAM):	REV Group Inc CAGE 7A3A4 Unique Entity ID JWL4MHDN6JS6 AIP LLC CAGE 7FQ94 REV Ambulance Group Orlando, Inc. CAGE/NCAGE 5X824 Unique Entity ID D5Q9M1N26P89 Road Rescue Emergency Vehicles Wheeled Coach Halcore Group, Inc CAGE Code 3JKM1 Unique Entity ID XUZPFKZXX518 American Emergency Vehicles (AEV) Horton Ambulance Leader Emergency Vehicles REV Ambulance Remount Centers
5	Proposer Physical Address:	REV Group, Inc.-245 S. Executive Dr., Suite 100, Brookfield, WI 53005 American Emergency Vehicles (AEV)-101 AEV Lane, Jefferson, NC 28640 Horton Emergency Vehicles (Horton)-3800 McDowell Rd, Gove City, OH 43123 Road Rescue Emergency Vehicles (Road Rescue)-2737 N. Forsyth Rd, Winter Park, FL 32792 Wheeled Coach Ambulance (Wheeled Coach)-2737 N. Forsyth Rd, Winter Park, FL 32792 Leader Emergency Vehicles 10941 Weaver Ave, South El Monte, CA 91733 REV Ambulance Remount Centers Grove City-3563 Southpark Place, Grove City, OH 43123 Jefferson-150 Northwest Drive, Jefferson, NC 28640