SMITH VALLEY FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS
NOTICE OF REGULAR MEETING
October 12, 2026, 2026
6:00 PM
SVFPD Station 40, 1 Hardie Lane, Smith, Nevada
Some or all Board members may call into or attend this meeting virtually.

AGENDA

1. Call to Order
2. Roll Call and Determination of a Quorum
3. Pledge of Allegiance
4. Public Participation *(The Board cannot act on any item until it is properly placed on an agenda.)*:

   The public is invited to address the Board on topics within the Board's jurisdiction and control not listed on this agenda. However, the Board may not act on a matter raised under public comment until the matter is properly placed on an agenda of a correctly noticed meeting pursuant to NRS 241 (the Nevada Open Meeting Law).

   For the public to participate in the Board's consideration of an agenda item, the Board strongly encourages people to comment on an agenda item during the item itself. Speakers are asked to state their names for the record. The Board reserves the right to limit the time for individual comments and limit the total time for public comments. Although the Board does not restrict comments based on viewpoint, comments will be prohibited if the contents are willfully disruptive, slanderous, amount to personal attacks, or interfere with the rights of other speakers. The same applies to public testimony on each agenda item. The Board may return to public comment at any time during the agenda.
5. For Possible Action: Review and Adoption of Agenda
6. For Possible Action: Approve the Board of Directors September 14, 2026, Meeting Minutes.
7. For Possible Action: Accounts Payable – Review and accept accounts payable claims.
8. For Possible Action: Accounts Receivable – Review and accept accounts receivable, including ambulance fees, donations, grants, and other receivables.
9. For Possible Action: Review and accept the monthly budget report.
10. Correspondence Received – Review and accept correspondence of a general nature regarding District related matters for the Board of Directors and the public's information. (No action will be taken.)
11. For Discussion and Possible Action: Accept a $506,350 Rural Health Transformation Program (RHTP) – FLEX Budget Period 1 grant subaward from Lyon County; approve the subaward agreement; and authorize the Board President to execute the agreement and the Fire Chief to administer the grant and submit required reports and reimbursement requests.
12. For Discussion and Possible Action: Approve the purchase of one 2024 North Star ambulance demonstrator (#4520-1), mounted on a 2025 Ford F-350 4x4 diesel chassis, from Braun Northwest, Inc., for $282,920, and authorize the Board President to execute the purchase proposal dated October 3, 2026, subject to grant acceptance and completion of applicable grant procurement requirements and required approvals.
13. For Discussion and Possible Action: Discussion and possible action regarding a proposed employment agreement between the Smith Valley Fire Protection District and Matthew Nightingale District Fire Chief.
14. For Discussion: Smith Valley Volunteer's Incentive Program.

15. For Discussion: Wildland Program.
16. General Department Affairs (No action will be taken).
17. Smith Valley Fire District Volunteer Member Comments (No action will be taken).
16. Board Member Comments (No action will be taken).
17. Public Participation *(The Board cannot act on any item until it is properly placed on an agenda.)*:

    The public is invited to address the Board on topics within the Board's jurisdiction and control not listed on this agenda. However, the Board may not discuss or act on a matter raised under public comment until the matter is properly placed on an agenda of a correctly noticed meeting pursuant to NRS 241 (the Nevada Open Meeting Law).

18. Requests for items to be placed on future meeting agendas (No action will be taken.).
19. For Possible Action: Action to adjourn.

Agenda Management Notice – The Board of Directors may take items on the agenda out of order, combine two or more agenda items for consideration, remove an item, or delay discussion relating to an item at any time. Agenda items scheduled at a specific time cannot be heard earlier than the scheduled time.

Agenda item titles are intended to identify specific matters. If you desire detailed information concerning any subject matter itemized within this agenda, you are encouraged to call the Smith Valley Fire District Office at 775.465.2577. You are encouraged to attend this meeting and participate by commenting on any item on the agenda.

To request that an item be placed on future meeting agendas, please call the Smith Valley Fire Protection District Office at 775.465.2577, at least ten (10) working days before the date of the scheduled meeting. The regular meeting date of the Board of Directors is the second Monday of each month.

We are pleased to provide reasonable accommodation for those members of the public who need assistance and wish to attend the meeting. If special arrangements are necessary, please notify the Smith Valley Fire Protection District by writing at 1 Hardie Lane, Smith, Nevada 89430, or call 775-465-2577 (TTY 711). 48 hours' notice is required.

Tenemos el placer de hacer adaptaciones razonables para los miembros del público que necesitan ayuda y que desean asistir a la reunión. Si los arreglos especiales son necesarios, por favor notifique el Valle Fire Protection District Smith por escrito en 1 Hardie Lane, Smith, Nevada 89430, o llame al 775- 465-2577 (TTY 711). Se requiere 48 horas de aviso.

Agenda Posting: This agenda posted electronically in accordance with NRS 241.020(3) at https://www.svfpd.org and NRS 232.2175 at https://notice.nv.gov. This agenda posted at Smith Valley Fire Protection District Office, Station 40, 1 Hardie Lane, Smith before 9:00 AM on October 7, 2026

Supporting Material: The agenda and support material for the meeting are available on the Fire District's website at http://www.svfpd.org. The agenda and supporting materials are also available for public inspection at the Smith Valley Fire Protection District Office, Station 40, 1 Hardie Lane, Smith 89430. Supporting material made available to the public at the same time and provided to the Board of Directors pursuant to NRS 241.020(6). Members of the public requesting the Board of Director's meeting agenda or support materials may contact Annette Blackwood, Administrative Assistant, by telephone at 775.465.2577 (TTY 711) or by email at ablackwood@svfpd.org.

SMITH VALLEY FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS MINUTES
September 14, 2026

The following items were discussed and / or approved from the agenda:

1. **Call to Order:** The meeting was called to order at 1800 hours by President Vlot.

2. **Roll Call and Determination of a Quorum:** Board Members in attendance were President Vlot, Vice President Geney, Director Chandler and Director Montgomery. Director Delucchi was absent. Also, present was Chief Nightingale and Administrative Assistant Annette Blackwood.

3. **Pledge of Allegiance**

   - Meeting was opened with the Pledge of Allegiance.

4. **Public Participation:**

   - None.

5. **Review and adoption of agenda**:

   - President Vlot moved to approve the agenda as presented. Director Geney seconded, and all were in favor. The motion passed.

6. **Approve the Board of Directors August 10, 2026, Meeting Minutes.**

   - The minutes from the last Board of Directors regular meeting on August 10, 2026, were submitted for approval. Director Geney moved to approve the Board of Directors August 10, 2026, Meeting Minutes as presented. President Vlot seconded, and all were in favor. The motion passed.

7. **Payable Accounts:**

   - A list of accounts payable presented totaling $11,353.58. President Vlot moved to approve the accounts payable. Director Montgomery seconded, and all were in favor. The motion passed.

8. **Accounts Receivable:**

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- Ambulance fees collected were $15,456.91. We also received $125.00 for Citizen CPR and $1,529.82 from Verizon for a total of $17,111.73. Director Montgomery moved to accept the accounts receivable. Director Chandler seconded, and all were in favor. The motion passed.

9. Monthly Budget Report:

President Vlot moved to accept the monthly budget report. Director Chandler seconded, and all were in favor. The motion passed.

10. Correspondence Received:

- None.

11. For Discussion and Possible Action: Discussion and possible action regarding Smith Valley Volunteer's Incentive Program.

- Chief Nightingale said that the Volunteer Incentive Program was difficult in the past and would like to streamline the program, which is more attractive, and easier to understand. "Member in Good Standing" needs to be defined before we move forward with restructuring the program. Some volunteers do not show up to training or calls. Discussion about the prior program and how difficult it was to calculate. President Vlot said that he would like to assist with this. Chief advised that once he gets something together it will present it to the Board.

12.General Department Affairs (No action will be taken).

- Attended Hudbay open house and clarified about discrepancies that Smith Valley Fire Protection District supposedly received $5,000 from them. After review found that one of the volunteer members requested a donation of $500 from Hudbay for the BBQ and received $5,000. Mason Valley Fire requested $5,000 donation. Mason did not receive what they requested. I spoke with Hudbay, believe that we now have a better working relationship. I requested to meet with their health and safety person, who is in Arizona, the next time he is in the area to see what our needs will be once the mine is in operation.
- Standby for the Marines at the Sweetwater airport. They were happy with our help since they needed 6,000 gallons of water for their drill.
- Four volunteers will be attending an EMS conference in Elko, NV.
- Rural Transformation Grant awarded to Lyon County for $4,289,351, $566,350 is our share. The award is for six EMTs (2 for Smith), every district gets a new ambulance and quick response vehicles (OHV unit or utility vehicle and medical devices or medical supplies). Discussed the grant with Josh Foley on the ins and outs. This grant is prehospital care only for EMTs, medical equipment and supplies. Not to be used on firefighters or firefighting equipment. This is a federal grant given to the state with stipulations. We must spend the money then we should be reimbursed. A new ambulance is $330,000, demos are $255,000 - $285,330. Funding is for one year recurring up to five years.
- Received $85,000 9-1-1 Surcharge equipment twelve handheld radios and pagers.
- Mason Valley verses Smith Valley Fire softball game. About twelve showed up and had a fun time. Bridgeport wants to play us now.

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- Attended the Community Advisor Board and they inquired about open burn. Open Burn currently closed and unknown when it will reopen.
- Carol Krawchuk, our new Administrative Assistant, is doing a fantastic job on the ambulance billing. She is now sending out weekly emails of delinquent reports.
- New mechanic, Danny Trainer, Elevated Mobile, has been working on both Brush trucks.
- Frank Hunewill advised the price of Fire Danger signs are $245 in vinyl.
- The original purchase price was $940. Discussion of the possibilities of an electronic billboard.

13.Smith Valley Fire District Volunteer Member Comments:

- None.

14.Board Member Comments:

- Director Montgomery watched extricated training last Saturday for about two hours. The experienced volunteers helping the new. Mistakes and they would go over to correct them. Very impressive.

15. Public Participation:

- None.

16.Requests for items to be placed on future meeting agendas:

- Smith Valley Volunteer's Incentive Program
- Rural Transformation Grant.
- Wildland Program

17.Action to adjourn:

- President Vlot adjourned the meeting at 1850 hours.

Respectfully submitted, Annette Blackwood, Administrative Assistant

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Accounts Payable
ending September 30,02026

Vendor	Amount	Description	Line Item
Elevated Mobile Repair	$5,633.68	WT 42 axle seals & brakes	Fire Truck Repair and Maintenance
Elevated Mobile Repair	$769.04	Brush 42 bumper line swivel	Fire Truck Repair and Maintenance
Elevated Mobile Repair	$1,309.24	Brush 40 fire pump water leak	Fire Truck Repair and Maintenance
ESO Solutions	$5,879.52	Annual emergency reporting	Software Support
Frontier	$570.35	Sept svc and router	Telephone
Home Depot	$165.97	Fertilizer for lawn	Building Maintenance
JW Welding	$99.95	Oxygen	Ambulance Supplies
Life Assist	$593.77	Naloxone/Diphenhydramine/albuteral	Ambulance Supplies
Life Assist	$1,293.37	Nitroglycerine/epinephrine	Ambulance Supplies
Menesini, Jim	$935.86	202.2 gals unleaded St 40	Fuel
Menesini, Jim	$1,154.43	199.90 gals diesel St 40	Fuel
Menesini, Jim	$123.37	47.4 gals propane/Admin	Gas
Nusystems	$443.41	dual-path communicator/svc	Building Maintenance
NV Energy	$124.51	August Service	Electric Service
NV Energy	$280.85	St 40 August Service	Electric Service
NV Energy	$41.53	St 41 August Service	Electric Service
NV Energy	$81.35	St 42 August Service	Electric Service
NV Energy	$63.05	St 43 August Service	Electric Service
Parts House (NAPA)	$210.20	Battery	Fire Truck Repair and Maintenance
Quill	$77.64	Binder, notebooks, mechanical pencils	Office Supplies
Quill	$12.99	Mechanical pencils	Office Supplies
REMSA	$32.50	Volunteers refresher CPR	EMS Training
Renner	$6.99	Toilet flapper Admin	Building Maintenance
Renner	$31.28	Red Jug/wire pin	Supplies
Sierra Electronics	$7,220.60	Pagers	9-1-1 Surcharge
SkyFiber	$367.85	Internet, static IP	Telephone
SkyFiber	$145.00	Oct service	Telephone
Trizetto	$62.00	Sept service	Software Support
Walker, Rebecca	$200.00	Sept service	Building Maintenance
Wells Fargo (Matt Aug/Sep)	$4,291.29	NV EMS - $34.00	Licenses

Accounts Payable
ending September 30,02026

Vendor	Amount	Description	Line Item
		OpenAi - $100.00	Software Support
		Starlink - $165.00	9-1-1 Surcharge
		Starlink - $55.00	Telephone
		650 Industries - $19.00	Software Support
		Amazon - $53.99	Office Supplies
		Amazon - $2,140.00	9-1-1 Surcharge
		Vercel, Inc - $20.00	Software Support
		Microsoft - $37.50	Software Support
		Vistprint - $111.36	Office Supplies
		Costco - $191.60	Recruitment & Retention
		Amazon - $28.48	Office Supplies
		NV EMS - $49.00	Licenses
		Lovelock Café - $73.31	Travel
		Shell - $116.40	Travel
		Shutters - $660.00	Travel
		Taco Bell - $42.65	Travel
		Nextiva - $284.00	Telephone
		Amazon - $110.00	Citizen CPR Supplies
Verdugo, Jose	$260.00	August Service	Building Maintenance
Yerington Auto (NAPA)	$197.62	Medic 42 battery	Ambulance Repair & Maintenance
Total	**$32,679.21**		

Deposit Summary			
Ambulance Fee Income:			
Name	Acct #	Acct Name	Amount
Tricare (B,H)	940-36300 (30481)	Ambulance Fees	212.38
Patient Pmt (P,J)	940-36300 (30481)	Ambulance Fees	100.53
Patient Pmt (R,N)	940-36300 (30481)	Ambulance Fees	299.90
Patient Pmt (W,V)	940-36300 (30481)	Ambulance Fees	417.40
Patient Pmt (A,S)	940-36300 (30481)	Ambulance Fees	50.00
Patient Pmt (A,S)	940-36300 (30481)	Ambulance Fees	50.00
Tricare (B,H)	940-36300 (30481)	Ambulance Fees	205.22
Aetna (F,C)	940-36300 (30481)	Ambulance Fees	845.61
	940-36300 (30481)	Ambulance Fees	
EFT #			
Mcare Pymt (T,M V,G)	940-36300 (30481)	Ambulance Fees	1,796.86
ACE (T,B)	940-36300 (30481)	Ambulance Fees	219.91
Mcare (B,R)	940-36300 (30481)	Ambulance Fees	804.46
Zellis (T,M V,G)	940-36300 (30481)	Ambulance Fees	458.38
Mcaid (G,M)	940-36300 (30481)	Ambulance Fees	370.24
Mcare (O,H T,L O,H)	940-36300 (30481)	Ambulance Fees	1,899.01
	940-36300 (30481)	Ambulance Fees	
	940-36300 (30481)	Ambulance Fees	
	940-36300 (30481)	Ambulance Fees	
	940-36300 (30481)	Ambulance Fees	
	940-36300 (30481)	Ambulance Fees	
	940-36300 (30481)	Ambulance Fees	
Point & Pay #			
	940-36300 (30481)	Ambulance Fees	
Total EFT Fee's			**14.25**
Subtotal Ambulance Fees			**7,715.65**
Other Income:			
Verizon Payment	940-38100 (30594)	Sales & Rentals	1,529.82
Home Depot Reimbursement	940-56500	Building Maintenance	4,535.84
Home Depot Reimbursement	940-56500	Building Maintenance	174.96
			6,240.62
Total			**$ 13,956.27**

SVPFD
Ambulance Billing

As of: Oct-26

Pt. Name	Bill To	DOS	Orig. Bill	Current Bill	Typ	Amt. Paid	Discount	EFT Fees	Balance
W,V	Patient	11/4/2023	$1,477.40	$1,119.40	C	$417.40			$0.00
A,S	Patient	12/27/2023	$1,505.00	$350.00	cash	$100.00	$805.00		$150.00
P,T	Patient	6/1/2025	$2,281.69	$2,281.69			Collection		$2,281.69
O,A	State Work Comp	7/21/2025	$2,810.19	$2,810.19					$2,810.19
W,L	Mcare/Aetna	7/30/2025	$2,135.04	$2,135.04			$1,580.17		($128.79)
M,C	Anthem/UMR	8/6/2025	$2,193.15	$2,193.15					$2,193.15
A,R	UU Health Plan/Patient	10/26/2025	$2,168.25	$2,168.25			$997.39		$100.00
K,J	Anthem	11/2/2025	$2,004.99	$2,004.99					$2,004.99
G,G	Kaiser/Patient	11/7/2025	$1,964.47	$1,964.47					$50.00
A,C	Wellcare/Patient	1/12/2026	$2,143.34	$2,143.34			$1,086.60		$250.00
L,H	Mcare	1/19/2026	$1,233.00	$1,233.00			$560.72		$136.64
M-O/L	Mcare/Anthem	2/17/2026	$2,115.67	$2,115.67			$1,068.91		$212.75
R,N	Prominence	3/30/2026	$1,698.84	$1,698.84	C	$299.90	$1,227.41		$0.00
B,H	Mcare/Tricare	4/23/2026	$2,110.14	$2,110.14	C	$212.38	$1,065.24		$0.00
H,D	Mcare/Anthem	4/28/2026	$2,004.99	$2,004.99			$995.31		$205.22
O,H	Mcare	5/1/2026	$1,709.91	$1,709.91			$770.22		$191.00
P,T	Anthem	5/1/2026	$976.65	$976.65					$976.65
T,M	Mcare / Bcross	6/3/2026	$2,437.63	$2,437.63	E	$1,183.46	$990.30	$4.81	$0.00
P,J	Mcare	6/20/2026	$1,944.12	$1,944.12	C	$100.53	$954.83		$0.00
S,D	Anthem	6/27/2026	$2,240.19	$2,240.19					$2,240.19
S,J	Prominence	7/12/2026	$1,988.39	$1,988.39			$967.94		$299.57
S,T	Mcare	7/19/2026	$1,946.89	$1,946.89			$956.67		$201.26
S,M	Prominence	7/31/2026	$1,282.81	$1,282.81					$1,282.81
S,J	Mcare / Health Net	8/2/2026	$1,566.02	$1,566.02			$674.54		$181.20
S,J	Patient	8/11/2026	$2,115.67	$2,115.67					$2,115.67
T,B	Mcare/Ace	8/13/2026	$2,220.82	$2,220.82	E	$219.91	$1,138.84	$4.62	$0.00
V,G	Mcare / Anthem	8/17/2026	$2,190.38	$2,190.38	E	$1,071.78	$1,118.60	$4.82	$0.00
B,R	Mcare/ VA	8/23/2026	$2,004.99	$2,004.99	E	$1,009.68	$995.31		$0.00
G,M	Patient	8/28/2026	$1,969.02	$1,969.02	E	$370.24	$1,582.18		$0.00
G,E	Patient	9/7/2026	$2,143.34	$2,143.24					$2,143.34
F,C	Mcare	9/7/2026	$2,146.11	$2,146.11	c	$845.61	$1,084.79		$215.71
O,H	Mcare	9/9/2026	$1,280.04	$1,280.04	E	$554.48	$584.12		$141.44
O,H	Mcare	9/10/2026	$1,249.60	$1,249.60	E	$542.28	$568.98		$138.34
T,L	Mcare / MOA	9/11/2026	$1,996.69	$1,996.69	E	$802.25	$989.79		$204.65
O,H	Mcare	9/14/2026	$2,395.14	$2,395.14					$2,395.14
W,S	UMR	9/18/2026	$2,362.92	$2,362.92					$2,362.92
D,M	Patient	9/25/2026	$1,233.00	$1,233.00					$1,233.00
S,R	Mcare/ Anthem	10/1/2026	$1,728.97	$1,728.97					$1,728.97
Total			$72,975.46	$17,027.18		$7,715.65	$7,326.20	$14.25	$28,317.70

NOTICE OF SUBAWARD
RURAL HEALTH TRANSFORMATION PROGRAM

Program Name:	**Subawardee Name:**
Lyon County **Rural Health Transformation Program – FLEX BP1** **Taylor Allison, tallison@lyon-county.org**	**Smith Valley Fire Protection District** **Matt Nightingale, Fire Chief** **mnightingale@svfpd.org**
Address: Lyon County 27 South Main Street Yerington, NV 89447	**Address:** 1 Hardie Ln, Smith, NV 89430
Contract Period: October 1, 2026 – August 30, 2027	**Subawardee EIN#:** 88-0465868

Reason for Award: Delivery of Services as Per Submitted Work Plans as Part of Rural Health Transformation Program

County(ies) to be served: Lyon County (within Smith Valley Fire Protection District boundary)

Approved Budget Categories:

1. Personnel	$	176,350
2. Travel	$	0
3. Supplies	$	0
4. Equipment	$	330,000
6. Training	$	0
Total Cost	$	506,350

Disbursement of funds will be as follows:
Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures *specific to this Contract*. Total reimbursement will not exceed $506,350 during the Contract period.

Source of Funds:	**Amount:**	**% of Funds:**	**CFDA#:**	**Federal Grant #:**
Federal Funds	$506,350	100%	93.798	RHTCMS332074

Terms and Conditions
In accepting these grant funds, it is understood that:
1. Expenditures must comply with appropriate state and/or federal regulations.
2. This award is subject to the availability of appropriate funds.
3. Recipient of these funds agrees to stipulations listed in Attachments A-H of this Contract award.

	Signature	Date
Authorized Subawardee Official Cole Vlot, Board President Smith Valley County Fire Protection District		
Lyon County Scott Keller, Chairman, Lyon County Board of Commissioners	Scott Keller	10/01/2026

ATTACHMENT A

GRANT CONDITIONS AND ASSURANCES

Lyon County ("County") is the subrecipient of a Notice of Subaward from the State of Nevada, Nevada Health Authority ("NVHA" or "Department"), Agency Ref. # RHT-IN226032, under the federally funded Rural Health Transformation Program ("RHT Program"), CFDA 93.798, Federal Grant # RHTCMS332074, awarded by the Centers for Medicare & Medicaid Services ("CMS") of the U.S. Department of Health and Human Services ("HHS") pursuant to Public Law 119-21, Section 71401 (the "Prime Subaward"). The County is issuing a further subaward of RHT Program funds to a regional fire protection district ("District") to carry out a portion of the Scope of Work approved under the Prime Subaward, specifically the recruitment, hiring, onboarding, and deployment of single-role EMT/Paramedic personnel and associated equipment and operations described in Section B of the Prime Subaward.

This Attachment sets out the grant conditions and assurances that flow down from the Prime Subaward and that the District must accept as a condition of receiving RHT Program funds from the County. This Attachment is incorporated into, and forms a binding part of, the subaward agreement between the County and the District (the "District Subaward Agreement"). Except as the context requires otherwise, all federal, State of Nevada, and NVHA requirements that apply to the County as a subrecipient under the Prime Subaward apply equally to the District as a sub-subrecipient, and the District assumes toward the County the same obligations the County owes to NVHA and CMS under the Prime Subaward, to the extent applicable to the District's activities, costs, performance, reporting, administration, and use of funds.

Terms used in this Attachment have the meanings given to them in the Prime Subaward and in 2 CFR Part 200, unless otherwise defined below. "County" refers to Lyon County acting as the pass-through entity for purposes of this Attachment. "District" refers to the fire protection district identified as the subawardee on the signature page of the District Subaward Agreement. References to "NVHA," "Department," "CMS," and "HHS" retain their meanings from the Prime Subaward and, where applicable, the District's obligations run to those entities as well as to the County.

GENERAL CONDITIONS

1. Nothing contained in the District Subaward Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the County and the District. The District shall at all times remain an independent contractor with respect to the services performed under the District Subaward Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the District is an independent entity.

2. The District shall hold harmless, defend, and indemnify the County (and, to the extent of the County's own indemnification obligations under the Prime Subaward, NVHA) from any and all claims, actions, suits, charges, and judgments whatsoever arising out of the District's performance or nonperformance of the services or subject matter called for in the District Subaward Agreement.

3. The County or the District may amend the District Subaward Agreement at any time provided the amendment specifically references the District Subaward Agreement, is executed in writing, and is signed by a duly authorized representative of both parties. No amendment shall invalidate the District Subaward Agreement or relieve either party of its obligations except as expressly modified. The County may, in its discretion, amend the District Subaward Agreement to conform with federal, State, or NVHA guidelines, policies, and available funding, or to conform with any amendment to the Prime Subaward. Amendments affecting funding, scope of services, or the schedule of activities shall be incorporated only by written amendment signed by both parties.

4. Either party may terminate the District Subaward Agreement by giving written notice to the other party specifying the effective date of termination, at least 30 days before that date. Partial terminations of the approved scope of work may be undertaken only with the prior written approval of the County. In the event of a termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the District under the District Subaward Agreement shall, at the County's option, become the property of the County, and the District shall be entitled to just and equitable compensation for satisfactory work completed prior to termination. The County may also suspend or terminate the District Subaward Agreement, in whole or in part, if the District materially fails to comply with any term of the District Subaward Agreement or any applicable rule, regulation, or provision referred to herein, and the County may declare the District ineligible for further participation in RHT Program subawards, in addition to any other remedy available by law. Where there is probable cause to believe the District is in noncompliance with applicable rules or regulations, the County may withhold funding, and shall notify NVHA of any such action consistent with the County's obligations under the Prime Subaward.

GRANT ASSURANCES

A signature on the District Subaward Agreement indicates that the District is capable of, and agrees to meet, the following requirements, and that all information provided by the District in connection with this subaward is true and correct.

1. Adopt and maintain a system of internal controls that results in the fiscal integrity and stability of the District, including use of Generally Accepted Accounting Principles (GAAP).
2. Comply with applicable insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance, consistent with the requirements imposed on the County under the Prime Subaward.
3. These grant funds will not be used to supplant existing financial support for current programs of the District.
4. **The District must obtain prior written approval from the County before making any material change to the approved scope of work, budget, work plan, performance period, key personnel, or approved activities.** Prior written approval is required, at minimum, for: new or previously unapproved lower-tier 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 exceeding applicable federal, NVHA, or County thresholds. Verbal approval is not sufficient. The District proceeds with any change requiring prior approval at its own risk until written approval is issued by the County, and, where the underlying change also requires NVHA or CMS approval, until such approval has been obtained and communicated to the District by the County.
5. **The District acknowledges that the funds provided under the District Subaward Agreement are federal financial assistance funds originally awarded to the State of Nevada through CMS under the RHT Program, and subsequently subawarded to the County by NVHA.** The District agrees to comply with all federal, State, NVHA, and program-specific requirements applicable to the award, whether expressly stated in the District Subaward Agreement or incorporated by reference, including the following documents and authorities, to the extent applicable to the District's activities, costs, performance, reporting, administration, and use of funds:
   - the CMS Notice of Award, including all standard, program-specific, and recipient-specific terms and conditions;
   - the CMS Standard Grant and Cooperative Agreement Terms and Conditions;
   - the CMS Rural Health Transformation Program Notice of Funding Opportunity, CMS-RHT-26-001;
   - the State of Nevada's CMS-approved RHT Program application, work plan, budget, and any CMS-approved revisions;
   - Public Law 119-21, Section 71401;
   - 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
   - 2 CFR Part 300 and other applicable HHS regulations;
   - the HHS Grants Policy Statement;
   - applicable HHS administrative and national policy requirements;
   - applicable federal appropriations restrictions, civil rights requirements, audit requirements, cost principles, procurement requirements, property requirements, record retention requirements, reporting requirements, and subrecipient monitoring requirements;
   - the Nevada Department of Health and Human Services Grant Instructions and Requirements, to the extent applicable;
   - the Prime Subaward (NVHA Agency Ref. # RHT-IN226032) and this Attachment; and
   - any additional written guidance, award condition, corrective action requirement, or approval issued by CMS, NVHA, or the County that applies to the District's subaward.
6. **The District shall perform all activities under the District Subaward 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 District acknowledges that federal award requirements generally flow down to subawards and subrecipients at every tier unless a requirement expressly applies only to the prime recipient or the context clearly indicates otherwise. The District shall comply with all applicable federal requirements and shall ensure that its own contractors, consultants, and other partners comply with all applicable requirements related to the activities or funds provided under the District Subaward 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, NVHA, County, or District guidance or policies. The District 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, HHS, or NVHA oversight authorities, or any other remedy available under the District Subaward Agreement, 2 CFR Part 200, CMS award terms, or applicable law.
7. **Recovery of Funds and Disallowed Costs**. If the Federal awarding agency, Nevada Health Authority (NVHA), or Lyon County determines that funds previously disbursed or expenditures previously reimbursed under this Subaward are subject to repayment,

recoupment, or recovery, the District shall be responsible for repayment of such amounts to the extent attributable to the District's actions, omissions, noncompliance, or expenditures that are not allowable under the applicable Federal award or this Subaward. Lyon County may require the District to return funds, offset amounts against future payments, or take other corrective action as permitted by applicable law and the terms of this Subaward. The District shall cooperate with Lyon County in responding to any repayment, recoupment, recovery, audit, or corrective action requirement imposed by the Federal awarding agency, NVHA, or Lyon County. Nothing in this provision shall be construed to impose liability on the District for costs that are allowable under the applicable Federal award and this Subaward solely because of a Federal award termination, suspension, reduction, or other funding action, except to the extent that such costs are subject to repayment, recoupment, or recovery under applicable law, the Federal award, or the terms of this Subaward.

8. **The District 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 District must promptly disclose to the County any actual, potential, or apparent personal, organizational, financial, or other conflict of interest related to the District Subaward Agreement, including conflicts involving employees, officers, agents, board members, consultants, contractors, or partners of the District. The District must not proceed with an affected transaction or activity until the conflict has been disclosed and resolved to the County's satisfaction.
9. **The District must maintain a valid Unique Entity Identifier (UEI)** and, when required, active SAM.gov registration for the period during which the District Subaward Agreement is active and for any period during which federal funds remain available or reporting obligations remain outstanding. The District must review and update its SAM.gov information at least annually and more frequently if required by changes in information. The District must promptly provide the County 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 entering into any covered procurement contract of $40,000 or more, the District must check SAM.gov to ensure the entity and its principals are not suspended, debarred, excluded, or otherwise ineligible to receive federal funds. The District must immediately notify the County if the District, any principal, key personnel, or contractor becomes suspended, debarred, excluded, or otherwise ineligible.
10. **The District 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 the District Subaward Agreement. The District must ensure that its contractors, consultants, and partners comply with applicable civil rights requirements.
11. **Compliance with the Americans with Disabilities Act of 1990** (P.L. 101-136), 42 U.S.C. 12101, as amended, and its implementing regulations at 28 CFR 26.101–36.999, and any relevant program-specific regulations.
12. **Compliance with Title 2 of the Code of Federal Regulations (CFR) and any applicable OMB guidance**, including audit requirements for entities that expend $1,000,000 or more in federal awards during their fiscal year, which requires an annual audit prepared by an independent auditor in accordance with the terms and requirements of the applicable circular. The District shall promptly provide the County with the audit information requested in the Audit Information Request incorporated as part of the District Subaward Agreement.
13. **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. Any contract or lower-tier subaward of amounts in excess of $150,000 issued by the District must contain a provision requiring the recipient to comply with all applicable standards, orders, or regulations issued pursuant to these Acts. Violations must be reported by the District to the County, which will report them to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
14. Certification that neither the District 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, pursuant to applicable federal suspension and debarment requirements, including 2 CFR 200.214, 2 CFR Part 180, 2 CFR Part 376, and any amendments, superseding regulations, or subsequent applicable federal guidance.
15. **Mandatory Disclosures.** The District must promptly disclose in writing to the County any credible evidence of a violation of federal criminal law involving fraud, bribery, gratuity violations, or false claims potentially affecting this award, immediately upon discovery, and must cooperate with the County in making any required disclosure to NVHA, CMS, and the HHS Office of Inspector General. The District must also promptly notify the County of any investigation, audit finding, allegation, overpayment, misuse of funds, or other matter that may affect compliance with the District Subaward Agreement or the federal award. 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 the District Subaward Agreement, 2 CFR Part 200, or applicable federal law. The District shall provide the County, NVHA, 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, and contractor records relating to the District Subaward 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 District must include this mandatory disclosure requirement in all of its own contracts funded under the District Subaward Agreement.

16. **The District 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 the District Subaward Agreement by reference. The District shall not offer, pay, solicit, or receive remuneration in violation of applicable federal health care program requirements.
17. **Privacy and Security of Health Information.** The District must protect all personally identifiable information, protected health information, and confidential health information obtained, created, maintained, used, or disclosed under the District Subaward Agreement. Before beginning any applicable program activity, the District 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 District is a covered entity or business associate. The District must ensure that its contractors and other partners comply with these requirements. Any unauthorized use, disclosure, breach, or suspected breach must be reported to the County immediately.
18. **Employee Whistleblower Protections**. The District 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. The District shall require its contractors to comply with these requirements where applicable.
19. **Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services.** The District must comply with 2 CFR 200.216 and may not obligate or expend funds under the District Subaward 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. This prohibition applies to the District and to any contractors or partners paid with funds under the District Subaward Agreement, and the District must include this requirement in all applicable lower-tier agreements and procurement documents.
20. **Bankruptcy Notification.** The District must notify the County in writing within five (5) calendar days if the District enters bankruptcy proceedings, whether voluntary or involuntary. 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.
21. **Procurement and Purchasing Standards.** The District shall comply with all applicable federal, State, NVHA, and County procurement requirements when purchasing goods, equipment, supplies, services, consultant services, contracts, or other property using funds provided under the District Subaward Agreement, including, at minimum, the procurement standards in 2 CFR 200.317 through 2 CFR 200.327, and shall maintain written procurement procedures consistent with those requirements. The District shall conduct procurement transactions in a manner providing full and open competition and shall use the more restrictive of applicable federal requirements, County requirements, or the District's own written procurement policies, and shall not divide or structure procurements to avoid competition, documentation, prior approval, or other applicable thresholds. The District 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. Noncompetitive (sole-source) procurement may be used only when permitted under applicable federal requirements and shall be fully documented and retained for monitoring and audit purposes. The District shall obtain prior written approval from the County before purchasing equipment, capital assets, or other items requiring approval under 2 CFR Part 200, the CMS award terms, the Prime Subaward, or the District Subaward Agreement. Equipment with a per-unit acquisition cost of $10,000 or more shall be managed in accordance with applicable federal property requirements and County instructions. In addition to any federal prior approval requirements, the District shall obtain prior written approval from the County before entering into any procurement transaction, contract, purchase order, consultant agreement, equipment purchase, technology purchase, or amendment funded under the District Subaward Agreement with a total value of $50,000 or more.
22. **Appropriations and Salary Limitation.** The District shall comply with all applicable federal appropriations restrictions incorporated into the federal award, including any limitations imposed by HHS or CMS. Federal funds provided under the District Subaward 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 the District Subaward Agreement. 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.
23. **Five-Year Rural Service Commitment.** If any activity funded under the District Subaward Agreement 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 RHT Program's five-year rural service requirement (including, without limitation, single-role EMT/Paramedic personnel recruited, hired, onboarded, or deployed under the District's subaward), the District 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 NVHA or the County. Whether a proposed activity is subject to the five-year service commitment shall be determined by NVHA or the County.

24. **Service Commitment Monitoring Plan.** Prior to execution of the District Subaward Agreement, or prior to implementation of any activity subject to the five-year rural service commitment, whichever occurs later, the District shall submit a written Service Commitment Monitoring and Enforcement Plan to the County for review and approval (and forwarding to NVHA as required). 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 review of any claimed extenuating circumstances. No activity requiring a five-year rural service commitment may commence until the County has approved the Monitoring and Enforcement Plan. The County may require revisions to the plan or additional monitoring requirements at any time during the subaward period to ensure compliance with CMS and NVHA requirements. The District 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 County, which shall in turn seek any necessary approval from NVHA and CMS. No waiver or release shall become effective unless and until such approval is obtained.
25. **The District acknowledges that the County shall monitor the District's performance and compliance throughout the period of performance in accordance with applicable federal, State, and NVHA requirements, including 2 CFR Part 200, the CMS Notice of Funding Opportunity, the CMS Standard Terms and Conditions, the Prime Subaward, and any Nevada Department of Health and Human Services Grant Instructions and Requirements, as applicable**. The nature, frequency, and scope of monitoring shall be determined by the County based on the District'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 County determines relevant, and may include 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. The County may modify the level or frequency of monitoring at any time based on changes in the District's risk profile, identified compliance concerns, audit findings, performance issues, significant changes in operations or personnel, or other circumstances, without requiring amendment of the District Subaward Agreement. The District acknowledges that NVHA, CMS, and HHS retain independent monitoring, audit, and oversight rights with respect to the District's use of RHT Program funds.
26. **No funding associated with this subaward will be used for lobbying.**
27. The District shall disclose any existing or potential conflicts of interest relative to the performance of services resulting from this subaward.
28. The District shall provide a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
29. The District 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 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, formulation, modification, or enactment of federal, state, or local legislation or of a federal, state, or local rule, regulation, executive order, or other program, policy, or position through communication with any member or employee of Congress, the Nevada Legislature, or a local governmental entity, or through preparing, distributing, or using publicity or propaganda, or urging members of the public to contribute to or participate in mass demonstrations, marches, rallies, fundraising drives, lobbying campaigns, or letter-writing or telephone campaigns; and legislative or executive branch liaison activities carried on in support of, or in knowing preparation for, any of the foregoing prohibited activities.
30. The District may, to the extent and in the manner authorized in its subaward, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information that is made in a speech, article, publication, or other material distributed and made available to the public, or through radio, television, cable television, or other medium of mass communication, and that is not specifically directed at any member or employee of Congress, the Nevada Legislature, or a local governmental entity, or at any governmental official or employee involved in signing or vetoing legislation, or in introducing, formulating, modifying, or enacting a federal, state, or local rule, regulation, executive order, or other program, policy, or position. This provision does not prohibit the District from providing information directly related to the subaward, or the application for the subaward, to the County or NVHA. To comply with reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA), the District shall provide all information reasonably requested by the County to enable compliance with FFATA, including first-tier subaward reporting, executive compensation reporting when applicable, and any information required under 2 CFR Part 170.
31. The District 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 RHT Program funds. All such public-facing documents or materials must include the following disclaimer: "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 District is responsible for ensuring that this disclaimer is included in all applicable materials produced by the District, its contractors, or other partners using funds under the District Subaward Agreement, and, where space allows, should also acknowledge support from Lyon County and the Nevada Health Authority through the Rural Health Transformation Program, using attribution language and logos provided by the County or NVHA. Failure to include the required disclaimer may result in corrective action, withholding of reimbursement, disallowance of costs, or other remedies available under the District Subaward Agreement.

32. The District must comply with 45 CFR Part 87, Equal Treatment for Faith-Based Organizations, to the extent applicable.
33. If the District'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 District must create, maintain, and comply with a cybersecurity plan consistent with applicable HHS Administrative and National Policy Requirements. The District must provide the plan to the County upon request and must promptly report cybersecurity incidents, suspected incidents, unauthorized access, or breaches involving award-related systems or data.
34. Where funded activities include health information technology, interoperability, health information exchange, or electronic health records — including any ProQA or MIH/CP encounter documentation systems implemented under the District's scope of work — the District shall comply with applicable federal Health Information Technology and Interoperability requirements.
35. Any continuation, renewal, extension, or funding of the District Subaward Agreement beyond the current budget period is contingent upon the District's satisfactory performance, timely completion of required deliverables, compliance with all reporting and documentation requirements, availability of funds, and the County's continued receipt of funding and authorization from NVHA and CMS. Neither the County nor NVHA has any obligation to provide funding beyond the amount and period expressly stated in the District Subaward Agreement.

ACKNOWLEDGEMENT

By signing the District Subaward Agreement to which this Attachment is incorporated, the District acknowledges that it has read and agrees to comply with each of the Grant Conditions and Assurances set out above, in addition to any additional terms, budget, scope of work, and reporting requirements set out in the District Subaward Agreement and its attachments.

ATTACHMENT B

Intent, Purpose, and Summary of this Subaward

The intent and purpose guiding this subaward is the execution of services as described in the federally-funded Rural Health Transformation Program in Lyon County. In consideration of the mutual promises, covenants, and agreements hereinafter set forth, and pursuant to the laws of the State of Nevada the following is agreed upon:

1. LYON COUNTY will contract with Subgrantee to provide the services to subgrantee in the amount of $506,350 as per the attached budget in Attachment C.

2. **Subgrantee will submit monthly for reimbursement.** These will be due to LYON COUNTY by the 10th of each month for the month preceding (i.e., November 10th for October). In addition, back-up documentation to support the monthly requests in the form of a monthly P & L, timesheets, and mileage sheets will be required. Required monthly reporting forms are provided in Attachment E.

3. LYON COUNTY and Subgrantee agree that this contract is good for October 1, 2026 – August 30, 2027.

4. LYON COUNTY and Subgrantee will jointly comply with all grant reporting requirements as outlined and requested by the Nevada Health Authority and the Centers for Medicare & Medicaid Services (CMS).

5. Each party shall have the right to terminate the subaward by giving thirty (30) days' written notice to the other party at any time. If the Subaward is terminated by either party, the parties shall take appropriate steps to address financial obligations, projects, and activities in progress in accordance with applicable Federal award requirements, this Subaward, and applicable law. No provision of this Section shall limit Lyon County's authority to withhold, recover, or require repayment of funds, or to take other corrective action, when required or permitted by applicable Federal award requirements, NVHA requirements, or applicable law.

Responsibilities of Lyon County:

1. To work in collaboration with subgrantee to successfully execute the deliverables of the Rural Health Transformation Project in the "Scope of Work" document (Attachment D).

Responsibilities of Subgrantee:

1. To work in collaboration with LYON COUNTY to successfully execute the deliverables of the Rural Health Transformation Project as outlined in the "Scope of Work" document (Attachment C).
2. The Subgrantee shall be solely responsible for all ongoing, recurring, maintenance, replacement, operational, and other costs associated with personnel, equipment, vehicles, supplies, facilities, and services funded or acquired through this Subaward after the expiration or termination of the Subaward. The Subgrantee acknowledges and agrees that acceptance of RHTP funding does not create or imply any continuing financial obligation, funding commitment, or responsibility on the part of Lyon County for the continuation, maintenance, operation, replacement, or support of the personnel, equipment, vehicles, services, or activities funded under this Subaward.

Each entity agrees to hold harmless, indemnify, and defend its respective members from and against any and all claims, demands, actions, causes of action, and litigation, financial or otherwise arising out of their independent activities or activities the agency would have undertaken whether or not the service agreement was in existence. By signing this agreement both entities agree to be active partners and agree to abide by this agreement.

Scott Keller, Chairman,
Lyon County Board of Commissioners

October 1, 2026
Date

Subgrantee: Cole Vlot, Board President
Smith Valley Fire Protection District

Date

ATTACHMENT C

Smith Valley Fire Protection District "Subgrantee" agrees to adhere to the following budget:

APPROVED BUDGET CATEGORIES include:
Personnel Costs: $176,350
Capital Expenditures: $330,000
TOTAL COSTS NOT TO EXCEED $506,350

REIMBURSEMENT shall be on the following basis:
A Request for Reimbursement will be submitted electronically to Taylor Allison (tallison@lyon-county.org) using the Request for Reimbursement form in Attachment E no later than the 10th of every month.

Requests for advance of payment will not be considered or allowed. A request must be submitted as a zero dollar request if no expenses were incurred during the month.

Subgrantee agrees that submittal of the electronic reimbursement request constitutes an electronic signature and indicates that all source documentation is approved and on file with original signature when required.

Subgrantee must retain copies of approved travel claims, consultant invoices, payroll register indicating title, receipts for goods purchased, and any other relevant source documentation in support of reimbursement requests.

The amount requested cannot exceed the amount of the actual expenditure.

Additional expenditure detail will be provided upon request from LYON COUNTY. If additional detail or copies of backup documentation are requested by LYON COUNTY the information will be required to be given within 10 business days of the request. Any costs requested without sufficient approved backup will be denied until such support can be produced.

Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees.

Contracts, including lease agreements must be received by LYON COUNTY prior to reimbursement payments.
LYON COUNTY has the right to withhold reimbursement if any of the terms of the subgrant are not met, including the scope of work.

Additionally, the subgrantee agrees to provide:
A final Request for Reimbursement to the Coalition within 5 days of the CLOSE OF THE SUBGRANT PERIOD. Any unobligated funds shall be returned to LYON COUNTY at that time, or if not already requested, shall be deducted from the final award.

LYON COUNTY agrees to:
Process Requests for Reimbursement in a timely manner.

Provide technical assistance to ensure compliance with subgrant and to maintain program integrity.

LYON COUNTY reserves the right to reject requests for reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by LYON COUNTY.
Both parties agree: Program Compliance and Fiscal Monitors are a condition of receipt of this funding. Programs receiving this funding are required to participate in both the certification and the monitor processes.

A monitor is regulatory in nature and the purpose of the LYON COUNTY monitor is to accomplish the following:
Verify that funds are being utilized as identified in grant award documents.

Ensure that LYON COUNTY funds programs in compliance with state and federal requirements and restrictions.
Identify problems or difficulties at an early point in time.

Coordinate the efficient delivery of services to Nevada's population.

EQUIPMENT 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).

This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subgrant Award Period, 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 LYON COUNTY and/or state and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

RURAL HEALTH TRANSFORMATION PROJECT SUBAWARD
SMITH VALLEY FIRE PROTECTION DISTRICT
BUDGET

Category	Expenditure	Description	Total
Personnel Costs	Salaries/Wages	Single-Role EMT/Paramedic (2.0 FTE) X $88,175 each	$176,350
		Total	**$176,350**
Equipment	Capital Expenditure	1 Ambulance/ Mobile Integrated Health Unit (not to exceed $330,000)	$330,000
		Total	**$330,000**
		Total Budget Amount	**$506,350**

Attachment D
Scope of Work
SMITH VALLEY FIRE PROTECTION DISTRICT

Description of Services, Scope of Work and Deliverables

Smith Valley Fire Protection District, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Period of Performance: Budget Period 1 of RHT FLEX FUND 10/01/2026 – 08/30/2027

Goal 1: By August 30, 2027, Lyon County will subaward with regional fire protection districts to successfully recruit, hire, onboard, and deploy six (6) single-role EMT/Paramedic personnel to staff dedicated mobile integrated health response units, reducing over-reliance on full fire/EMS crews for lower acuity calls.

Objective	Activities	Due Date	Monitoring and Accountability Activities
1.1 Develop and adopt MIH/CP personnel policies, job descriptions, and operational protocols for single-role EMT/ Paramedic position by October 31, 2026.	1. Review existing policies and identify gaps for single-role EMT/Paramedics – develop project standard operating procedures as needed 2. Draft job descriptions, scope of practice documentation, and operational protocols 3. Develop agreements/processes with partner agencies outlining referral workflows	10/31/2026	• Adopted job descriptions for single-role EMT/Paramedic positions • Agreements/SOPs for single-roles and referrals to stakeholders • Bimonthly meetings
1.2 Recruit and hire two (2) single-role EMT/Paramedic personnel by November 30, 2026	1. Hire two (2) single-role EMT/Paramedic personnel by November 30, 2026.	11/30/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports • # of EMT/Paramedics on boarded
1.3 Deploy single-role EMT/Paramedic personnel into active mobile integrated health/community paramedicine unit operations across by August 30, 2027, with each unit documenting a minimum of 10 patient encounters	1. Integrate single-role personnel into district scheduling and dispatch protocols 2. Initiate response to non-emergent and low-acuity calls 3. Document all MIH/CP encounters using standardized electronic reporting tools	8/30/2027	• Bimonthly meetings • Quarterly Progress and Financial Reports • Reports on # calls for service, # patient encounters, # referrals, # follow ups

Goal 2: By August 30, 2027, Smith Valley Fire Protection District will procure, receive, equip, and place into service a mobile integrated health (MIH) ambulances and associated equipment to support a dedicated mobile integrated health response capability to improve access to appropriate levels of care across Lyon County.

Objective	Activities	Due Date	Monitoring and Accountability Activities
2.1 Complete procurement planning, specifications development, and vendor solicitation for ambulances and MIH/CP equipment by October 31, 2026.	1. Develop ambulance technical specifications appropriate for MIH/CP operations, including in rural/frontier terrain 2. Identify and compile list of associated supplies (PPE, wound care, consumable medical supplies) 3. Issue formal procurement documents in compliance with county, state, and federal procurement requirements 4. Evaluate vendor bids and select awardees	10/31/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports • Completed bid documents and procurement documents for 4 MIH units • Procurement timeline
2.2 Execute contracts and issue purchase orders for ambulance by December 31, 2026.	1. Finalize and execute purchase agreements with selected vendors 2. Issue purchase orders through county finance and procurement systems 3. Confirm delivery timelines and coordinate with district receiving personnel 4. Ensure compliance with grant asset tracking and reporting requirements	12/31/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports • Completed subawards with 4 fire districts (approved by County Commission and Fire Board) • Purchase orders for 4 MIH units and requested equipment (QRVs, Cardiac monitors, cots/gurneys, mechanical chest compression devices, medication inventory system, etc.)
2.3 Receive, inspect, outfit, and place into service ambulance and equipment by August 30, 2027.	1. Coordinate delivery and conduct physical inspection of all vehicles and equipment upon receipt 2. Complete final ambulance outfitting (medical supply installation, technology integration, branding/identification) 3. Conduct vehicle safety checks, apparatus inspections, and equipment testing 4. Register vehicles and update district fleet records 5. Assign each ambulance to its designated fire protection district and document operational deployment	8/30/2027	• Bimonthly meetings • Quarterly Progress and Financial Reports • Inventory tracking report/fleet records

Attachment E
MONTHLY REPORTING FORMS

REQUEST FOR REIMBURSEMENT

Program Name: Rural Health Transformation Program Lyon County	**Subrecipient Name:** Smith Valley Fire Protection District
Address: 27 S. Main Street, Yerington, NV 89447	**Address:** 1 Hardie Ln, Smith, NV 89430
Subgrant Period: October 1, 2026 – August 30, 2027 **Reimbursement Type:** (New, Amendment, Final)	**Subrecipient's:** EIN: _____ Vendor #: _____

FINANCIAL REPORT AND REQUEST FOR FUNDS

(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
5 Contract/Consultant						%
5A Personnel	$176,350.00	$0.00	$0.00	$0.00	$0.00	
5E Capital Expenditure – (Ambulance)	$330,000.00	$0.00	$0.00	$0.00	$0.00	
Total	**$506,350.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	

I, a duty 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 them 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 _____

OFFICE USE ONLY – LYON COUNTY – OFFICE USE ONLY

Subrecipient contact necessary? _____ Yes _____ No Contact Person: _____

Reason for contact: _____

_____

Program Review/approval date: _____

Fiscal Review/approval date: _____

SUBAWARD MONTHLY PROGRESS REPORT

Rural Health Transformation Program Subaward

Instructions: ***Complete one report per reporting month and submit no later than the 10th of the following month****, along with the corresponding Request for Reimbursement. Report on activity occurring only within the reporting period identified below, unless a field specifically asks for a cumulative or milestone date. Attach supporting documentation as applicable.*

SECTION 1 — REPORT OVERVIEW

Report Number		**Reporting Period (Month)**	
Organization (Subawardee)		**Project Start Date**	
Report Prepared By		**Contact Information**	

SECTION 2 — SINGLE-ROLE EMT/PARAMEDIC PERSONNEL ONBOARDING MILESTONES (Goal 1)

Report the status of these milestones as of the end of the reporting period. Once a date is reported, carry it forward on subsequent reports.

Date personnel policies, job descriptions, and operational protocols for single-role EMT/Paramedic positions completed	
Number of single-role EMT/Paramedic positions hired and onboarded (this reporting period / cumulative) *Report as: this period / cumulative (e.g., 2 of 3 FTE)*	
Date(s) single-role EMT/Paramedics started *List each start date and district if more than one individual started during the period*	

SECTION 3 — AMBULANCE & EQUIPMENT PROCUREMENT MILESTONES (Goal 2)

Date RFPs/Purchase Orders completed for ambulances	
Date ambulance is received and inspected *List each ambulance and the date received during the period*	
Date ambulance is put into service *List each ambulance and the date the unit was placed into service during the period*	

SECTION 4 — SERVICE DELIVERY DATA (This Monthly Reporting Period Only)

Report unduplicated counts for the reporting month identified in Section 1 only. Do not report cumulative totals in this section. Data should only reflect service delivery by single-role mobile integrated health ambulances that are attributable to this project and <u>not</u> the District's overall service delivery data.

# of Calls for Service in this reporting period	
# of Patient Encounters	

# of Emergency Transport Trips	
Emergency Transport Trips Mileage	
# of Nonemergency Transport Trips	
Nonemergency Transport Trips Mileage	
# of Referrals to Community-Based Services / Appropriate Levels of Care	
# of Patient Follow-Ups	
Total # of Unduplicated Individuals Served During Reporting Period (Monthly) *An individual receiving more than one encounter or service in the same month should be counted once*	

SECTION 5 — PROJECT COMPLETION

Complete this field only on the FINAL progress report submitted for this subaward.

Date of Project Completion *Include only in the final progress report*	

SECTION 6 — NARRATIVE (Optional)

Briefly describe progress, barriers encountered, and any corrective actions taken during this reporting period.

CERTIFICATION

I certify to the best of my knowledge and belief that this report is true, complete, and accurate, and that the data reported reflects activities and services delivered under the approved scope of work for this subaward.

Authorized Signature		**Title**	
Date			

Attachment F
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.

Attachment G
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 <u>not</u> 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

Name	Services
_____	_____
_____	_____
_____	_____
_____	_____

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

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

Attachment H
BUSINESS ASSOCIATE ADDENDUM

BETWEEN

SMITH VALLEY FIRE PROTECTION DISTRICT
Hereinafter referred to as the "Covered Entity"

and

LYON COUNTY
Hereinafter referred to as the "Business Associate"

This Business Associate Agreement ("**BAA**") is incorporated as an attachment by reference to a Subaward agreement (in consideration of mutual obligations contained therein and below and the exchange of information pursuant to this BAA and the Subaward agreement) by and between the named Smith Valley Fire Protection District ("Covered Entity"), a government entity, and Lyon County ("Business Associate"), a government entity 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 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.

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 Subaward agreement 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.** 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. 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.** 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. 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 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.** 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. 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. 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 retrained 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 Subaward agreement 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 the subaward is effective upon the date of the agreement 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 no 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 Lyon County subaward agreement 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 Subaward agreement to which this BAA is incorporated and related cure opportunity 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 Lyon County subaward agreement to which it is incorporated.

VII. 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 Subaward agreement 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 subaward agreement 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 subaward agreement between the Parties and in accordance with the order of precedence set forth in the subaward agreement except where federal law may preempt Nevada law.

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

BUSINESS ASSOCIATE

Scott Keller 10/01/2026 Scott Keller, Chairman

Authorized Official Signature | Date | Printed Name, Title

COVERED ENTITY

_____ _____ _____

Authorized Official Signature | Date | Printed Name, Title

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

BRAUN NW inc.

150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

DEMONSTRATOR PROPOSAL

October 3, 2026

Lyon County
Smith Valley Fire Protection District
Attn: Matt Nightingale
1 Hardie Lane
Smith, NV 89430
mnightingale@svfpd.org

RE: One (1) North Star 2024 147-1 Ambulance Demonstrator #4520-1

Braun Northwest is pleased to offer the following proposal:

One (1) 2024 North Star 147-1 Ambulance Demonstrator #4520-1 on a 2025 Ford F-350 4x4 diesel chassis per enclosed specifications dated 9/22/2026 and drawings dated 2/26/2025, with the following changes:

- **Utilize *BNW supplied-and-installed* chevron graphics on module rear, excluding top-half of doors and header above, based on BNW build #3828-1, in place of current graphics.**

Base price for Demo #4520-1	**$**	**286,071.00**
Changes listed above	**$**	**2,525.00**
Demo discount based upon approximately 1,366 miles	**Deduct <$**	**683.00>**
Sales event	**Deduct <$**	**5,000.00>**
Subtotal	**$**	**282,913.00**
Nevada tire tax (Non-Taxable)	**$**	**7.00**
Total price for Demo #4520-1 F.O.B. Chehalis, WA	**$**	**282,920.00******

Sales tax included

F.O.B.: **Chehalis, Washington**

Delivery: ***Approximately 90 days***

Terms: **Ninety percent (90%) payment due upon receipt of vehicle. Balance due in thirty (30) days.**

****Travel is included for one way travel for one person from Reno (RNO) for the final inspection, with the agency driving the completed vehicle home.***

*****NOTE: Vehicle offered is on a first come first served basis and is being offered to other agencies. Mileage accruing.***

******In the event of chassis price increases due to the potentially implemented tariffs, which are out of Braun NW's control, customer will be notified of the cost change associated with the chassis, and adjustments will be made via a change order.***

NORTH STAR EMERGENCY VEHICLES

BRAUN NW inc.

150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

****The above pricing is valid until December 31st, 2026. Any proposal signed and returned after this date will have a price increase associated with it, to be completed via change order.*

Braun Northwest, Inc. possesses Nevada Sales Tax Permit #001-715461292

Respectfully Submitted by:
Braun Northwest, Inc.

Colton Schoelkopf

Colton Schoelkopf, General Sales Manager

Date: 10-3-2026

We agree to accept the above proposal:
Lyon County/Smith Valley FPD

Signature **Date**

Printed Name **Title**

CS
cc BC/LM
Enclosures: Specifications, drawings.

DISTRICT FIRE CHIEF EMPLOYMENT AGREEMENT

SMITH VALLEY FIRE PROTECTION DISTRICT AND MATTHEW NIGHTINGALE

This District Fire Chief Employment Agreement (Agreement) is entered into effective October 12, 2026 (Effective Date), by and between the Smith Valley Fire Protection District, a Nevada fire protection district organized pursuant to NRS Chapter 474 (District), acting through its Board of Directors (Board), and Matthew Nightingale (Fire Chief).

PERSONAL EMPLOYMENT AGREEMENT. This Agreement is a personal employment agreement between the District and Matthew Nightingale. The compensation, severance, employment protections, and other contractual rights established by this Agreement are personal to Matthew Nightingale and do not automatically attach to the office or position of District Fire Chief or apply to any successor.

1. APPOINTMENT AND DUTIES

The District employs Matthew Nightingale as District Fire Chief. The Chief shall serve as the chief administrative and operational officer and shall perform duties and exercise authority assigned by applicable Nevada law, District policy, duly adopted Board actions, and this Agreement. Subject to applicable law, Board policy, the approved budget, and lawful Board direction, the Chief is responsible for day-to-day District administration and operations. The Chief may exercise reasonable professional judgment and provide professional recommendations. A disagreement concerning a professional recommendation shall not, standing alone, constitute misconduct, insubordination, or Cause.

2. TERM AND RENEWAL

The initial term is five (5) years from the Effective Date, unless earlier terminated under this Agreement. Thereafter, the Agreement automatically renews for successive one-year terms, on the yearly anniversary date, July 1st, unless either Party provides written notice of nonrenewal at least one hundred eighty (180) days before expiration of the then-current term. The contractual term does not prevent earlier termination in accordance with this Agreement.

3. BOARD-CHIEF RELATIONSHIP

Matthew Nightingale reports to the Board acting collectively. The Board establishes policy, strategic direction, budgetary priorities, and other matters reserved to the governing body; the Chief administers day-to-day operations and implements lawful Board decisions. Except when specifically authorized by Board action, no individual Director, including the President or Vice President, shall independently supervise, discipline, suspend, formally evaluate, or issue binding employment or operational directives to the Chief. District personnel shall ordinarily operate through the organizational chain of command established by the Chief.

4. COMPENSATION

The Chief's annual base salary shall be payable according to regular District payroll practices. The Chief's salary will be subject to an annual merit increase based on performance and/or as budgeted. The Board shall review compensation at least annually. Unless extraordinary fiscal circumstances require otherwise, the Chief shall receive any general cost-of-living adjustment provided to regular District employees. Base salary shall not be reduced without the Chief's written consent except as required by law or as part of a bona fide District-wide fiscal reduction affecting similarly situated personnel on a substantially equivalent basis. A targeted reduction contrary to this section may constitute Good Reason.

5. BENEFITS

The Chief remains eligible for benefits authorized by law and District policy, including, as applicable, PERS participation; insurance; vacation and sick leave; holidays and authorized administrative leave; workers' compensation; deferred compensation; uniforms and protective equipment; District command vehicle;

communications technology; and other Board-authorized benefits. Execution of this Agreement shall not result in loss of previously earned compensation or benefits.

6. PROFESSIONAL DEVELOPMENT AND OUTSIDE ACTIVITIES

Subject to reasonable budget appropriations, the District shall support professional development related to the Chief's responsibilities, including National Fire Academy programs, fire and EMS leadership training, emergency-management education, professional conferences, and appropriate professional memberships. The Chief may engage in lawful outside activities provided they do not materially interfere with District responsibilities, create an unlawful conflict of interest, or improperly use District resources.

7. PERFORMANCE EVALUATION

The Board shall conduct a formal performance evaluation at least once each fiscal year. The official evaluation is an evaluation of the Board collectively. The Chief shall receive the final evaluation in writing and may submit a written response. If the Board identifies a material performance deficiency reasonably capable of correction, it should provide written notice and reasonable expectations for improvement. Failure to conduct an annual evaluation shall not constitute an adverse evaluation.

8. EMPLOYMENT STATUS

The Board retains authority to terminate Matthew Nightingale without Cause to the extent permitted by Nevada law, subject to the lawful procedures, voting requirements, notice requirements, severance obligations, and other contractual protections established by this Agreement. Nothing herein creates tenure or guarantees employment for the entire contractual term.

9. TERMINATION WITHOUT CAUSE

Subject to confirmation by District legal counsel that the requirement is lawful and enforceable, termination of Matthew Nightingale without Cause shall require the affirmative vote of at least four (4) members of the authorized five-member Board of Directors. The requirement shall not be reduced because of absence, abstention, vacancy, or recusal except where applicable law requires otherwise. Termination without Cause triggers Section 12. A desire for different leadership, change in Board philosophy, management-style disagreement, political disagreement, personality conflict, or generalized loss of confidence shall not independently constitute Cause.

10. TERMINATION FOR CAUSE

Cause is limited to a felony conviction materially affecting fitness for office; fraud, theft, embezzlement, or intentional misappropriation of District property; intentional falsification of material District records; willful violation of law connected to official duties and materially affecting fitness; gross misconduct; gross neglect of material duties; willful refusal without lawful justification to carry out a lawful formal Board directive; loss of a legally required qualification; material uncured breach of this Agreement when capable of correction; or other conduct recognized by applicable Nevada law as Cause and materially affecting ability to perform the position. Professional disagreement, personality conflict, Board turnover, lawful reporting of suspected wrongdoing, truthful communication with the Board, or refusal to carry out an unlawful directive shall not independently constitute Cause.

11. PROCEDURE FOR ALLEGED CAUSE

Before final termination for Cause, except where law or extraordinary circumstances require otherwise, the District shall provide written notice describing the alleged conduct and proposed action with reasonable specificity; provide the Chief a reasonable opportunity to respond; conduct an investigation appropriate to materially disputed allegations; and comply with applicable Nevada procedural and Open Meeting Law requirements. The Board may place the Chief on paid administrative leave while an investigation or proceeding is pending. Such leave is non-disciplinary and is not a finding of wrongdoing.

12. SEVERANCE

If the District terminates Matthew Nightingale without Cause before expiration of the then-current term, the District shall provide severance equal to twelve (12) months of his then-current base salary, subject to applicable Nevada law. To the extent legally permissible and consistent with plan requirements, the District shall continue its employer contribution toward health insurance for up to twelve months following termination without Cause or until he becomes eligible for substantially equivalent employer-sponsored coverage, whichever occurs first. No contractual severance is payable following lawful termination for Cause or when prohibited by Nevada law, including applicable provisions of NRS 281.122. Unless required by law, severance shall not be reduced because he later obtains other employment.

13. RESIGNATION FOR GOOD REASON

Good Reason may include a material reduction in base salary contrary to this Agreement; material reduction in authority, duties, or responsibilities; requiring the Chief to report to an individual rather than the Board; substantial reassignment inconsistent with the position; repeated material interference with the Chief's authority or chain of command after notice; failure to provide material compensation or benefits required by this Agreement; or another material breach substantially affecting employment. The Chief shall provide written notice and allow the District thirty (30) days to cure when reasonably capable of cure. If not timely cured, Matthew Nightingale may resign for Good Reason and, to the extent permitted by Nevada law, receive the same contractual severance treatment as termination without Cause.

14. NONRENEWAL AND VOLUNTARY RESIGNATION

Either Party may elect not to renew by providing at least 180 days' written notice before expiration of the then-current term. Nonrenewal by the District is not termination for Cause and does not imply misconduct. If timely notice is not provided, the Agreement automatically renews. Except for Good Reason, Matthew Nightingale may voluntarily resign upon at least 60 days' written notice. Ordinary voluntary resignation does not entitle him to contractual severance.

15. BOARD TRANSITION AND CONTINUITY

This Agreement is a personal employment agreement between Matthew Nightingale and the District, not with individual Directors and not with the office of District Fire Chief generally. To the fullest extent permitted by Nevada law, election, appointment, resignation, removal, expiration of term, or replacement of one or more Directors shall not independently terminate or modify this Agreement. Nothing in this section creates contractual rights for any successor District Fire Chief.

16. DEATH OR DISABILITY

This Agreement terminates upon Matthew Nightingale's death, subject to payment of earned compensation and applicable benefits to his estate or beneficiaries. If illness, injury, or disability affects his ability to perform essential duties, the District shall comply with applicable federal and Nevada law.

17. INDEMNIFICATION AND LEGAL DEFENSE

To the fullest extent authorized by Nevada law, the District shall defend and indemnify Matthew Nightingale against claims arising from acts or omissions undertaken in good faith within the course and scope of District employment. When individually named in litigation or an administrative proceeding arising from official duties, the District shall provide or arrange appropriate representation to the extent required or authorized by law. If a material conflict prevents common representation, separate representation shall be addressed consistent with applicable law and coverage requirements.

18. PROTECTED LAWFUL CONDUCT

Matthew Nightingale shall not be subjected to adverse employment action merely for providing truthful information to the Board, making good-faith professional recommendations, appropriately reporting suspected

unlawful conduct, cooperating truthfully with an authorized investigation, complying with mandatory reporting requirements, refusing an unlawful directive, or exercising rights protected by law. This does not protect knowingly false statements, unlawful disclosure of confidential information, misconduct, or failure to perform legitimate duties.

19. DISPUTE RESOLUTION AND ENFORCEMENT

The Parties shall attempt in good faith to resolve disputes without litigation when reasonably practicable and may mutually agree to nonbinding mediation. Nothing prevents either Party from seeking lawful judicial relief. If Matthew Nightingale substantially prevails in an action reasonably necessary to enforce a material obligation of the District under this Agreement, the District shall pay his reasonable attorney fees and costs to the extent permitted by Nevada law. Continued performance following an alleged breach shall not automatically constitute waiver.

20. GENERAL PROVISIONS

District records, equipment, vehicles, electronic information, credentials, and other District property remain District property. Upon separation, Matthew Nightingale shall reasonably cooperate in an orderly transition. This Agreement may be amended only through a written instrument approved through lawful Board action and signed by Matthew Nightingale and an authorized District representative. It shall be governed by Nevada law. If any provision is unlawful or unenforceable, it shall be limited or severed to the minimum extent necessary and the remainder shall remain effective. A determination that the proposed four-vote requirement is unenforceable shall not invalidate otherwise lawful rights concerning severance, compensation, notice, Good Reason, benefits, or other protections. Prior to execution, the District shall submit this Agreement to qualified Nevada public-agency legal counsel.

SIGNATURES

SMITH VALLEY FIRE PROTECTION DISTRICT

By: _____

President, Board of Directors

Date: _____

MATTHEW NIGHTINGALE

By: _____

Matthew Nightingale, District Fire Chief

Date: _____