

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (Agreement) is entered into by and between Washoe County (County) and Quest Counseling & Consulting Inc. (Consultant).

SECTION I: CONSULTANT'S SERVICES

A. Scope of Work. Consultant will provide County with its professional expertise in the management, coordination and implementation of the services described in the Scope of Work, attached as Exhibit B and incorporated by reference.

SECTION II: COMPENSATION

A. Payment Schedule. In consideration of the services to be performed by Consultant, County agrees to pay Consultant as set forth in Payment Schedule, attached as Exhibit C and incorporated by reference.

B. Consultant pays Expenses. Consultant shall be responsible for expenses incurred while performing services under this Agreement. This includes, but is not limited to, license fees, memberships and dues, automobile and other travel expenses, meals and entertainment, insurance premiums, and all salary, expenses and other compensation paid to personnel Consultant hires to complete the work under this Agreement. Any expenses to be paid by County are listed in Exhibit B along with an explanation of why the County is responsible for the expenses.

C. Consultant pays Taxes. Consultant is solely responsible for the payment of all taxes applicable to money received for services provided.

SECTION III: TERM AND TERMINATION

A. Term. The term of this Agreement commences on the Effective Date and continues until June 30, 2021, unless this Agreement is terminated sooner in accordance with its terms.

B. Effective Date. The Effective Date shall be the date this Agreement is fully executed and approved by the County and Consultant.

C. Termination of Agreement.

1. This Agreement may be terminated for any reason by either party by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 10 calendar days from the date of service of the notice.

2. Only services satisfactorily performed up to the date of receipt of notice shall be compensated by County and such compensation shall be pursuant to the terms of this Agreement.

3. Notwithstanding the above, Consultant shall not be relieved of any liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Consultant, and the County may withhold any payments to the Consultant for the purposes of set-off until such time as the exact amount of damages due the County from the Consultant may be determined.

4. Non-appropriation Clause. The County may terminate its participation in this Agreement effective immediately by providing written notice if for any reason the County's funding source is not appropriated or is withdrawn, limited, or impaired. The County will make every reasonable effort to ensure payment for services rendered by the Consultant. The Consultant shall agree to hold the County free from any charges or penalties except for those already incurred through the date of notice of cancellation.

SECTION IV: INDEPENDENT CONSULTANT STATUS

A. Consultant is performing the services and duties required under this Agreement as an independent contractor and not as an employee, agent, or partner of the County.

B. Consultant may retain employees or other personnel to perform the services required by this Agreement. Such employees or other personnel will be the obligation of the Consultant. Consultant's employees or other personnel are not County employees. Unless otherwise provided in Exhibit C, Consultant is responsible for all personnel related expenses without reimbursement.

C. Insurance and Indemnification. Consultant shall hold the County harmless and provide required insurance in accordance with Exhibit A, which is attached and incorporated by reference.

D. Neither Consultant nor any personnel are employees of County and waive any and all claims to benefits otherwise provided to employees of the County, including, but not limited to, health insurance, Nevada Public Employees Retirement System (PERS) or other retirement benefits, unemployment benefits, and liability and worker's compensation insurance.

E. Consultant will furnish all equipment and materials used to provide the services required by this Agreement. Unless otherwise provided in Exhibit C, Consultant is responsible for all equipment related expenses without reimbursement.

F. County and Consultant agree that this Agreement does not constitute an exclusive relationship. Nothing in this Agreement shall be construed as a limitation upon the right

of the Consultant to engage in any other consulting agreement, service contract, business venture or other activity.

G. Ownership of Documents and Products. Unless otherwise specified in Exhibit B, Consultant assigns to County all rights to all products, reports, documents, photographs, videos, data, and drawings produced by Consultant as a result of its services to County during the term of this Agreement.

H. Background Investigation. If required by County, Consultant and any of its personnel agree to submit to a full background investigation prior to the performance of any services under this Agreement, which may include but is not limited to, a criminal history check and fingerprinting. Any costs associated with the background investigation shall be paid by Consultant. The discovery of an undisclosed criminal conviction may be grounds for immediate termination of this Agreement without prior notice by the County, as may the conviction of Consultant during the term of the Agreement of any criminal offense.

I. Confidentiality. Consultant shall comply with NRS Chapter 62H.025 and not release juvenile justice information which requires the consent of the Director of the Department of Juvenile Services. Except as otherwise provided by law, Consultant shall keep all information provided by County confidential.

SECTION V: MISCELLANEOUS TERMS

A. Notice. Notices and other communications in connection with this Agreement shall be in writing. Email or facsimile may be used to provide notice and shall be considered given *on the date the notice is sent* to the recipient's address as stated in this Agreement.

CONSULTANT	COUNTY:
Jolene Dalluhn	Frank Cervantes
jdalluhn@questreno.com	fcervantes@washoecounty.us
Fax: (775) 786-6899	Fax: (775) 325 - 7923

B. Assignment. Consultant may not assign or subcontract any rights or obligations under this Agreement without County's prior written approval.

C. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada, and venue for any such action shall be in Washoe County, Nevada.

D. Compliance with Laws. Consultant agrees to comply with all applicable laws, ordinances and regulations of the governmental entities having jurisdiction over matters

that are the subject of this Agreement. Consultant shall comply with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement.

E. Entire Agreement. This Agreement, including Exhibits, constitutes the entire Agreement between the parties and may only be modified by a written amendment signed by the parties.

G. Waiver. The waiver by the County of the provisions of this Agreement shall not operate as a waiver unless explicitly set forth in writing and signed by County. Forbearance or indulgence by the County in any regard to the exercise of any provision shall not constitute a waiver of any provision to be performed by Consultant. Until complete performance by Consultant of the provisions of the Agreement, the County shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

H. Debarment, Suspension and Other Responsibility Matters. Consultant certifies to the best of its knowledge and belief that it and its personnel:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not, within a three year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission or any other offenses enumerated in (b) above;
- d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- e. Understands that a false statement on this certification may be grounds for rejection or termination of this Agreement.

I. No Third Party Rights Created. This Agreement is solely for the benefit of the undersigned parties. This Agreement shall not create any right in or benefit to any other persons or entities or members of the general public.

IN WITNESS WHEREOF, the COUNTY and the CONSULTANT have duly executed this Agreement on the last first written below.

CONSULTANT Signature: Date: Name: Address	WASHOE COUNTY Signature: Date: Name: Address
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Exhibit A

INSURANCE/HOLD HARMLESS REQUIREMENTS FOR COUNSELING SERVICES QUEST COUNSELING & CONSULTING INC.

INTRODUCTION

Washoe County has established specific insurance and indemnification requirements for organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that an organization accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT ORGANIZATIONS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY RISK MANAGEMENT DEPARTMENT DIRECTLY AT (775) 328-2665.

INDEMNIFICATION AGREEMENT

ORGANIZATION agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to ORGANIZATION'S property, caused by any negligent act, omission, or failure to act, on the part of ORGANIZATION, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by ORGANIZATION, or by others under the direction or supervision of ORGANIZATION.

In the event of a lawsuit against the COUNTY arising out of the activities of ORGANIZATION, should ORGANIZATION be unable to defend COUNTY due to the nature of the allegations involved, ORGANIZATION shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of ORGANIZATION.

GENERAL REQUIREMENTS

ORGANIZATION shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by ORGANIZATION. ORGANIZATION may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ORGANIZATION or any Sub-consultant by COUNTY. ORGANIZATION agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued

by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for ORGANIZATION and any sub-consultants used pursuant to this Agreement.

If ORGANIZATION or Subcontractor is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, Subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627.

Should ORGANIZATION be self-funded for Industrial Insurance, ORGANIZATION shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and ORGANIZATION that ORGANIZATION shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at ORGANIZATION'S sole cost and expense.

MINIMUM LIMITS OF INSURANCE

ORGANIZATION shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: \$1,000,000 per claim and as an annual aggregate.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of ORGANIZATION, including COUNTY'S general supervision of ORGANIZATION; products and completed operations of ORGANIZATION; premises owned, occupied or used by ORGANIZATION; or automobiles

owned, leased, hired, or borrowed by ORGANIZATION. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.

2. ORGANIZATION'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of ORGANIZATION'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. ORGANIZATION'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning ORGANIZATION and insurance carrier. COUNTY reserves the right to require that ORGANIZATION'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

ORGANIZATION shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

ORGANIZATION shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. ORGANIZATION shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by ORGANIZATION, any Subcontractor, or anyone employed, directed or supervised by ORGANIZATION.

2. Nothing herein contained shall be construed as limiting in any way the extent to which the ORGANIZATION may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if ORGANIZATION fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order ORGANIZATION to stop work under this Agreement and/or withhold any payments which become due ORGANIZATION hereunder until ORGANIZATION demonstrates compliance with the requirements hereof;
 - b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of ORGANIZATION if under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - c. Terminate the Agreement.

PROFESSIONAL SERVICES AGREEMENT
EXHIBIT B
SCOPE OF WORK

Consultant shall perform in a competent manner the Scope of Work as follows:

Quest Counseling agrees to offer a comprehensive continuum of Substance Abuse and Mental Health Assessment and Treatment for youth served by the Washoe County Department of Juvenile Services. The services requested are generally ordered by the juvenile court. In the event that a court order is not in place, the request for services will be initiated by a Probation Officer or Outreach Specialist and approved by a Division Director, Psychologist/Administrator or the Agency Director. Quest Counseling agrees to offer and conduct evidence-based practices when possible. The array of services is described below and the rates for each unit of service are attached. Services will be provided according to the standards of all relevant State and Federal Laws and consistent with the ethical standards established by the given field of the provider. All records produced by the provider will be maintained and released according to State and Federal guidelines and laws. Discharge summaries shall be provided for youth in the Quest House; quarterly progress notes will be provided for youth in the Transition Program.

Evaluations

Behavioral Health & Substance Abuse: These evaluations are performed by a licensed mental health or substance abuse provider. Interns in these fields may provide services when supervised by a licensed provider. Each evaluation consists of at minimum a clinical diagnostic interview to arrive at mental health or substance abuse diagnoses and any recommendations for treatment. Court ordered substance abuse assessments are to include a standardized assessment instrument and recommendation are to be based on criteria from the American Society of Addiction Medicine. They may be conducted in the office or detention setting.

Psychiatric Evaluation: Youth will receive an assessment that consists of a clinical interview to determine if a mental health or substance abuse diagnosis exist. The assessment is conducted by a Psychiatrist who is Board Certified or Board Eligible in the field of Child and Adolescent Psychiatry. Any recommendations for treatment will be included.

IAU Evaluation: These evaluations are conducted for youth who are served by the Intake Assessment Unit (IAU). This unit serves youth who are lower level offenders and are subject to Sole Sanctions without a formal court appearance or adjudication. As such, they are not ordered by the court and are meant to provide Outreach Workers and the families that they serve with a screening for substance abuse concerns and any recommendations for services. These evaluations are conducted at the consent of the parent and/or legal guardian and are not ordered by the court. The parent must provide written consent for the results of the assessment to be released to the Department.

Detention Emergency Mental Health Evaluation: This service refers to Mental Health Assessments conducted to assess a youth's immediate risk to harm self or others. They are provided for detained youth who Detention staff have screened as having a potential to harm themselves or others. The assessment consists of a structured interview of the youth and a written report. Attempts are made to interview the parent/guardian and share the evaluation results with them. The evaluations are authorized by Detention staff per Nevada Revised Statutes and do not require parent or guardian consent. The evaluation document is provided to Detention and Probation staff to assist in safety classification. In some cases communication with a Psychiatric Hospital is required to facilitate admission. Therapy is provided by a

licensed mental health provider. Interns in these fields may provide services when supervised by a licensed provider.

Treatment Services

Psychiatric Medication Management/Follow-up: This service refers to medical treatment provided by a Psychiatrist who is Board Certified or Board Eligible in the field of Child and Adolescent Psychiatry. It involves prescribing medication and monitoring its effects as well as supportive psychotherapy.

Individual Psychotherapy: This service refers to psychotherapy offered to a juvenile on a one to one basis. Therapy is provided by a licensed mental health or substance abuse provider. Interns in these fields may provide services when supervised by a licensed provider. Evidence-based practices such as Cognitive Behavioral Therapy, Motivational Therapy and EMDR are preferred when appropriate to address the specific diagnosis.

Family Psychotherapy: This service involves incorporating the parents/legal guardians or other family members into the treatment session with the youth. Family therapy addresses communication, parenting, and support for recovery as well as family dynamics. Therapy is provided by a licensed mental health or substance abuse provider. Interns in these fields may provide services when supervised by a licensed provider.

Multi-Dimensional Family Therapy (MDFT): This service is an intensive evidence-based family therapy model that addresses substance abuse and conduct problems. Training and Certification is required for providers of MDFT. The treatment is provided by a certified therapist and a therapist assistant and involves multiple treatment contacts in a given week.

Crisis Intervention: This service refers to individual and family counseling that is the result of a behavioral health emergency and is provided outside of regularly scheduled sessions. This service is designed to address the immediate crisis at hand and to assure the youth is stable and can remain in the community. All reasonable steps are to be taken to assure the appropriate clinical placement of a youth who is deemed to present a risk to self or others.

Group Counseling: This service involves simultaneous treatment of multiple youth or family members. Group Therapy facilitates feedback by group members to assist each other in addressing substance abuse and mental health concerns. Therapy is provided by a licensed mental health or substance abuse provider. Interns in these fields may provide services when supervised by a licensed provider. Group members agree to keep matters discussed in counseling confidential.

Alcohol and Drug Testing: This service refers to the collection of urine samples by the agency and the use of office or laboratory based procedures to determine the level of substance in the youth's system. The provision of the sample is observed in a private setting by a staff member of the same gender. The results of the tests can be shared with probation if there is a court order or if the client/guardian provides consent.

Detention Substance Abuse Education Groups: These group sessions are to provide education to youth regarding the effects of drugs and alcohol and the services available that can assist in addressing drug and alcohol use. These sessions are to be provided in the detention setting and are specifically not intended as a medical or therapy intervention. As such they do not require the parent's consent.

Residential Treatment: This service is provided to youth who reside in the Quest Treatment Home. The service consists of staff supervision, education, and maintenance of a therapeutic milieu. The services listed are reimbursed on a daily rate which also includes room and board. Therapy services are reimbursed separately from the daily rate for any of the services listed above.

Consultation/Multidisciplinary Team Activities: This service will be provided by treatment professionals for youth who present with complex treatment needs (Residential, Intensive Community-Based Services, Multidimensional Family Therapy, placement diversion etc.) that require multiagency treatment team collaboration. The service can include but is not limited to professional advice to probation staff regarding services, strategies, and level of care for youth; attending team staffings to update probation staff on treatment needs and progress; court attendance and preparation; coordination of care with court officers, child serving agencies, and/or treatment providers; program development and evaluation, and attending meetings with probation program staff to develop new treatment and coordination strategies. This service will be reimbursed at the same level of individual therapy.

PROFESSIONAL SERVICES AGREEMENT

EXHIBIT B

PAYMENT

In consideration of the services to be performed by Consultant, County agrees to pay Consultant as follows:

Rates for Service for WCJS

<u>LEVEL OF CARE</u>	<u>SERVICE UNIT</u>	<u>CHARGE</u>
Evaluations:		
Behavioral Health & Substance Abuse	per session	\$150.00
Psychiatric	per session	\$250.00
IAU Evaluation	per session	\$90.00
Detention Emergency Mental Health Evaluation	per session	\$150.00
Quest House Residential bed (guarantee of 5 beds reserved per month for WC Juvenile Services)	per day	\$43.52
Psychiatric Medication Management/follow-up	30 min. session	\$120.00
Individual Psychotherapy	1 hr. session	\$99.00
Family Psychotherapy	1 hr. session	\$99.00
Multi-Dimensional Family Therapy	1 hr. session	\$140.00
Detention Psych-Educational Group	1 hr. session	\$99.00
Crisis Intervention	1 hr. session	\$103.50
	Each additional 30 mins.	\$54.00
Group Counseling	1 hr. session	\$30.00
Alcohol & Drug Testing	\$26.50 to \$35 depending on type of test	

These rates reflect a 10% reduction from Medicaid rates
Rates Effective 7/1/15

Consultant shall submit invoices for work performed no later than 10 days after the end of each month. The County shall review such invoices and, if they are considered incorrect or untimely, the County shall review the matter with Consultant within 10 days from receipt of the Consultant's bill.