

**PROFESSIONAL SERVICES AGREEMENT
FOR SUBSTANCE USE AND MENTAL HEALTH COUNSELING SERVICES
FOR ADULT DRUG COURT**

This Agreement is made and entered into this 1st day of July 2020, by and between the Second Judicial District Court ("Court"), and Quest Counseling and Consulting, Inc., a Nevada non-profit corporation, ("Contractor"). The Court Chief Fiscal Officer and Specialty Courts Coordinator shall be responsible for administering this Agreement.

TERM

1. This Agreement is effective July 1, 2020, and shall continue through June 30, 2021, with a provision for a one (1) year extension from July 1, 2021 through June 30, 2022 at the discretion of the Court and subject to negotiations and continued funding or until this Agreement is terminated pursuant to paragraphs 7 and/or 16 and/or 17 whichever date shall first occur.

SCOPE OF SERVICES

2. Contractor will provide ASAM level I or level II.I outpatient substance use and mental health disorder counseling services for up to 130 new participants enrolled in Adult Drug and Diversion Courts throughout the term of the contract. Services will include treatment planning, individual and group sessions, and transition planning. Evaluations may also be required under this agreement.

Counseling will be provided for a minimum of eight consecutive months from the participant's initial program admission date. Continued placement in counseling beyond eight months will be determined based on clinical justification and agreed to between Contractor and participant. Additionally, Contractor agrees to readmit a participant to counseling after being discharged, at any time during the participant's court-supervised program, based upon new use or other behavior justifying readmission. This readmission must be clinically justified.

OBLIGATIONS OF CONTRACTOR

3. Contractor will be present at the weekly Wednesday and Thursday Adult Drug Court staffing to report on participants' treatment progress. Wednesday staffing will be from 1:30-2:30 p.m. and Thursday staffing will be from 8:30-10:00 a.m. Additionally, and only at the request of an authorized Judicial Officer of the Court, Contractor will be present at court proceedings.
4. Contractor's officers and employees will be available for consultation with an authorized Judicial Officer of the Court at reasonable times, with advance notice, so as not to conflict with other responsibilities under this Agreement.

5. Contractor will utilize the Drug Court Case Management (DCCM) software to provide the presiding Judge and Team of the Adult Drug Court with treatment information on a continuous and timely basis. Progress notes and recommendations will be entered by 12:00 p.m. every Tuesday. This documentation should include but not be limited to: current level of care, attendance records for individual and group sessions, counseling progress and prognosis, and ancillary services such as self-help meetings.
6. Contractor shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by Contractor, its sub-contractors and their principals, officers, employees and agents under this Agreement. Contractor agrees to follow practices consistent with generally accepted professional and technical standards for substance abuse rehabilitation treatment and case management services.
7. Should any of Contractor's officer, employee or agent under this Agreement be unable to complete his/her responsibility for any reason, the Contractor will replace that individual with a qualified person immediately. If Contractor fails to make the required replacement within 30 days, and this failure prohibits in any way the provision of intensive therapeutic treatment services, the Court may terminate this Agreement immediately by providing written notification to Contractor.
8. Contractor will submit one monthly billing statement., which will include **\$11,663.66** for direct services for those participants who do not qualify for Medicaid, do not have insurance at their place of employment, or if they do have insurance coverage, cannot meet their co-pays or deductibles. The monthly billing statement will also include a **\$500** administrative fee for services provided that are not reimbursable through Medicaid, private insurance, or SAPTA, such as attending weekly staffing, data entry into DCCM, and other clerical duties. The total amount billed to the Court each month will be **\$12,163.66**.
9. Contractor will assess each participant's ability to pay and will utilize a sliding fee scale, according to the most recent Federal poverty guidelines. These guidelines will be used for participants who are uninsured or underinsured.
10. Contractor may collect a copay from an uninsured or underinsured participant only after receiving approval from the Court. This will be on a case-by-case basis and after a determination has been made that the fees for direct services exceed the Contractor's reimbursement from the Court. The Contractor is responsible for submitting all copays collected for any participant to the Court. The Court will then reduce the fees the participant owes to the Court prior to program completion.

DISTRICT COURT RESPONSIBILITIES

11. Specialty Courts Coordinator, Sarah Thompson, will be responsible for contract administration of this Agreement, with the assistance of the Court's Chief Fiscal Officer. Such administration will include the review of all reports, billing verification, the coordination of all meetings, and response to all questions of Contractor.
12. The Court agrees to provide to Contractor all information in its possession necessary to Contractor to complete the services required of Contractor hereunder.
13. Upon execution of this Agreement, Contractor shall submit one monthly billing statement to the Contract Administrator. Payment will be made by the Court within 30 days of receipt of Contractor's billing statement.
14. Failure to comply with any term or condition of this Agreement shall be valid reason for the Court to refuse to make any payment or portion thereof.
15. The Court will compensate Contractor in an amount not to exceed **\$145,964** for services provided from July 1, 2020 through June 30, 2021.

TERMINATION

16. In the event that the Court believes that Contractor is not performing services satisfactorily or in a timely fashion, the Court will notify Contractor of such fact. Except as provided for by paragraph 16 of this Agreement, Contractor will have 30 days to cure performance to the Court's satisfaction. If not cured within 30 days to the satisfaction of the Court, the Court may terminate this Agreement by written notice to Contractor of such termination. This Agreement will then terminate on the date specified in the written notice. Contractor shall be paid for services satisfactorily performed up to the date of termination.
17. In addition to termination pursuant to the paragraph above, either party may terminate this Agreement without cause upon 30 days prior written notice.

GENERAL PROVISIONS

18. Standard of performance: Contractor shall perform services in connection with this Agreement in accordance with generally accepted professional standards for the treatment of drug/alcohol rehabilitation and medication assisted treatment services.

19. Independent contractor status and certification: Contractor is an independent contractor, not a Court employee. Contractor's employees or contract personnel are not Court employees. Contractor and Court agree to the following rights consistent with an independent contractor relationship:
- a. Contractor has the right to perform services for others during the term of this Agreement.
 - b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
 - c. Contractor shall not be assigned a work location on Court premises, and Contractor has the right to perform the services required by this Agreement at any place, location or time.
 - d. Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
 - e. Contractor has the right to hire assistants as subcontractors or to use Contractor's employees to provide the services required by this Agreement.
 - f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein. The Court shall not hire, supervise or pay any assistants to help Contractor.
 - g. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Court in the skills necessary to perform the services required by this Agreement.
 - h. The Court shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

Further, Contractor hereby certifies:

- i. That Contractor is not an employee of the Court and thereby Contractor waives any and all claims to benefits otherwise provided to employees of the Court, including, but not limited to: medical, dental, or other personal insurance, retirement benefits, unemployment benefits, and liability or worker's compensation insurance.

j. That Contractor is licensed by the State or other political subdivisions to provide similar services for other clients/customers. Contractor's Federal Tax Number is _____.

k. That Contractor understands that he/she is solely responsible, individually for federal taxes and social security payments applicable to money received for services herein provided. Contractor understands that an IRS Form 1099 will be filed by the Court for all payments received.

l. That Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the Court to make any payment under this Agreement, to provide Court with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

20. Confidentiality. Contractor shall maintain any records pertaining to this Contract in a secure location, and disclose information to the Court only when a release, which must include HIPAA authorization requirements as contained in 45 C.F.R.164.508, has been properly executed by the participant and their legal guardian and to any other persons or entities only pursuant to a court order. Failure to abide by this provision shall be considered a material breach of contract and grounds for its immediate termination.
21. Indemnification/Hold Harmless. There are specific indemnification and insurance requirements for contracts/agreements with contractors/consultants to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that contractors/consultants are aware of and accept the responsibility for losses or liabilities related to their activities. Appendix A, Pages 1-4, is attached and included by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this contract/agreement.
22. Governing law. This agreement shall be deemed to be entered into in the County of Washoe, State of Nevada, and shall be construed in accordance with the laws of the State of Nevada.
23. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all other proposals and representations, both oral and written, covering the subject matter hereof. Any modification of this Agreement must be agreed upon in writing by all parties to the Agreement.

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24. Notice. When by the terms of this Agreement written notice is required to be sent, such notice shall be deemed sufficient if sent by regular mail, postage prepaid to the parties at the addresses appearing below. Notice shall be deemed received 3 days following mailing.

Second Judicial District Court:

Jackie Bryant, Court Administrator
Second Judicial District Court
75 Court Street
Reno, NV 89501-1982

Contractor:


Jolene Dalluhn, Executive Director
Quest Counseling and Consulting Inc.
3500 Lakeside Court, Suite 101
Reno, NV 89509

25. Funding Out. In the event the Court fails to appropriate or budget funds for the purposes as specified in this Agreement, the Court may terminate this Agreement at any time and Contractor hereby agrees to such termination without penalty. Court shall endeavor to give Contractor as much written notice as possible before termination.
26. Non-Assignment. Contractor may not assign this contract without the express written consent of Court.

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In witness whereof, the parties hereto have executed this Agreement on the day and year first above written.

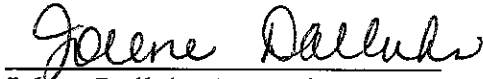
SECOND JUDICIAL DISTRICT COURT



Jackie Bryant, Court Administrator
Second Judicial District Court

Date: 7-2-2020

CONTRACTOR



Jolene Dalluhn, Executive Director
Quest Counseling and Consulting, Inc.

Date: 7/1/2020