

AGREEMENT FOR MENTAL HEALTH SERVICES AT KIDS KOTTAGES CHILD PROTECTION SHELTER

This Professional Services Agreement for Mental Health Services is entered into by and between Washoe County, a political subdivision of the State of Nevada referred to as ("COUNTY") and Core Dynamics, LLC, referred to as ("PROVIDER").

WITNESSETH:

WHEREAS, COUNTY is responsible under Nevada Revised Statute 432B for the safety, health and welfare of abused or neglected children removed into the custody of Washoe County Department of Social Services and to make reasonable efforts to meet the mental health needs of these children; and

WHEREAS, COUNTY has reviewed the services which can be provided by PROVIDER and hereby finds that obtaining those services will be beneficial to fulfilling the needs of children admitted to the COUNTY'S child protection facilities, also known as Kids Kottages; and

WHEREAS, PROVIDER represents that it is qualified, equipped, staffed, ready, willing and able to perform and render such services as shall be necessary, required or desired, by COUNTY; and

WHEREAS, COUNTY and PROVIDER desire to enter into a formal agreement, setting forth their respective responsibilities, duties and liabilities regarding the provision of such services.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, it is agreed by and between the parties as follows:

(1) **PURPOSE OF SERVICE.** COUNTY, in accordance with State and Federal laws, ensures timely child mental health services for children who have been placed in the custody of the Washoe County Department of Social Services at the child protection facility, Kids Kottages to include outpatient mental health and Rehabilitative Mental Health Services (RMH Services). PROVIDER shall provide mental/behavioral health services to children admitted to Kids Kottages to include assessments, quality assurance reviews, treatment services, RMH Services, crisis intervention services and case documentation as described and allowable within the Nevada State Medicaid Services Manual, Chapter 400, along with clinical program administration including planning meetings.

(2) **SERVICE REQUIREMENT / RESTRICTIONS.**

For each child admitted to the Kids Kottages Child Protection Shelter facility, PROVIDER must:

- Complete and furnish to the County an initial assessment within five (5) calendar days of admission unless otherwise directed by COUNTY.

- Provide Crisis Intervention services based on client's need and at any time requested.
- Be an enrolled State Medicaid provider, in good standing, and directly bill Medicaid or other third party payers for allowable services provided for eligible children.
- Appropriately document all assessments, treatment/rehabilitation plans, and services provided as being medically necessary and appropriate, and be prescribed on an individualized Treatment Plan in order to meet Medicaid and third-party billing standards. Standards can be found in the Medicaid Services Manual Chapters 100 and 400, as well as in the HP Billing Guidelines for Nevada Medicaid.
- Provide up to ten (10) hours per week of clinical program administration in order to participate in child/family team meetings or other COUNTY required meetings regarding the status or needs of the children under this agreement. These meetings will be identified and directed by COUNTY.
- Provide appropriate supervision of any RMH Services provided by mental health staff or shelter staff for children admitted to the Kids Cottages.
- Collaborate with COUNTY in the performance of services under this agreement. This includes quality assurance reviews of appropriate assessments, treatment/rehab plans, and case notes associated to the children served by this agreement.
- Maintain a current Nevada license issued by the appropriate professional group or regulatory agency or body that approves and/or issues licenses to provide such professional services, (i.e., Nevada Psychological Board of Examiners; Nevada Board of Social Workers; Nevada Board of Marriage and Family Therapists and Clinical Professional Counselors; Nevada State Board of Examiners for Alcohol, Drug and Gambling Counselors; and Nevada State Board of Medical Examiners) and must be in good standing with all authorities, privileges and benefits necessary to provide the particular type of services provided under this Agreement. PROVIDERS shall submit diplomas and licensing certificate(s) along with a resume outlining relevant education, training, licensure and experience.

(3) **EFFECTIVE DATE/TERM OF AGREEMENT.** The "Effective Date" of this Agreement is January 1, 2015. The Scope of Services to be performed by PROVIDER shall be completed no later than June 30, 2016 unless COUNTY offers an extension in writing.

(4) **COMPENSATION.** COUNTY agrees to pay PROVIDER for authorized mental health and rehabilitation services not reimbursed by Medicaid or another third party payer as identified in Exhibit A, according to State of Nevada established Medicaid reimbursement rates. COUNTY will make payment for children only after PROVIDER has pursued all other resources including, but not limited to private insurance, Nevada Medicaid, or any other third party payer of first resort. If provider receives a first payer denial which can be resubmitted to a second or third payer for reimbursement, that process must be exhausted before final submission to County for reimbursement at Medicaid rates. COUNTY will not be responsible for services not paid by other payers because of disallowed services provided, improper documentation, bad debts of payers, or other

paperwork errors, or any other errors or omissions on the part of PROVIDER rendering a claim invalid and not reimbursable. COUNTY further agrees to pay up to 10 hours per week of clinical program administration responsibilities, upon appropriate documentation of such activities at the rate of \$90 per hour billed in increments of 15 minutes, along with a 5.5% administrative fee.

- (5) **METHOD OF PAYMENT.** PROVIDER shall submit a monthly request for payment that reflects the services provided during the preceding month, exclusive of services billed to a party or parties of first resort. Invoices must be submitted to COUNTY no later than 15 days after the end of each month and must be signed by an official who is empowered by PROVIDER to enter into contracts on its behalf. Invoices must be originals and may not be faxed to COUNTY. Electronic invoices may be submitted to SS-bookkeeping@washoeCounty.us, or mailed to Washoe County Department of Social Services, PO Box 11130, Reno, NV, 89520-0027.

Failure to timely submit an invoice in accordance with this section is a material breach of this Agreement and is grounds for nonpayment of an invoice, in whole or in part, or termination of the entire Agreement as outlined in Sections 26. **Per Nevada Revised Statute 244.250, invoices must be presented to the COUNTY within six (6) months to ensure payment.**

The monthly request for payment must include the following information:

- The name of the individual(s) served
- The name of the authorizing COUNTY case worker
- The number of sessions
- The type of service provided
- The service code for the service provided as described in Exhibit A
- The date(s) service was provided
- The cost of the service by service date
- The cost of the service by individual served
- The total billing amount for the month

COUNTY shall promptly review and pay invoices within thirty (30) days of approval and acceptance by COUNTY.

COUNTY shall not unreasonably withhold approval of payment of the invoice; however; COUNTY has the right to request PROVIDER provide more specific information about the services provided. If the invoice submitted by PROVIDER lacks specificity regarding services provided, or lacks evidence supporting the claimed provision of services by PROVIDER, or if PROVIDER has failed to submit a written report as specified in Exhibit A, or if PROVIDER has failed to include the information required as stated in Exhibit A, COUNTY shall have the authority to withhold approval of payment of all or part of that invoice. COUNTY will inform PROVIDER in writing of the specific reason for disapproval and PROVIDER shall have 10 days from the date of the written notice is issued to provide COUNTY with the requested information.

- (6) **LIMITS OF CONFIDENTIALITY.** The usual and customary clinician-client confidentiality does not apply due to the nature of COUNTY's involvement with the minor child and responsibility for payment.
- (7) **SUBMISSION OF EVALUATIONS AND TREATMENT SERVICES REPORTS.** PROVIDER shall submit all required written documentation (i.e., evaluations; required daily, weekly or monthly reports) within the required timeframes as outlined in Exhibit A, if applicable. Reports shall identify child, an Intensity of Needs Determination, progress toward and recommendations about any identified problem areas or mental health/treatment needs. Progress/recommendations shall specifically cover the child's identified treatment needs as they relate to the achievement of case plan goals. Recommendations and specific interventions and methodologies directly identified shall address the identified treatment needs. Written documentation may be used in court reports and legal documents or in referrals for additional services as deemed necessary by the Court. Clinician Signature must be accompanied by clinician's printed name and license (e.g., type and number- e.g., LCSW ####-C). Failure to comply with the terms for submitting written documentation will result in payment being withheld and/or termination of this agreement.
- (8) **RECORDS AND INSPECTION.** PROVIDER shall maintain in its principal office written records of all services provided pursuant to this Agreement per standard clinical practice of records retention of seven (7) years or the time frame consistent with the Health Insurance Portability and Accountability Act whichever is longer. The records must specify the type and duration of the services provided, date and name of the individual(s) providing the service, and the case record number and the name of the individual(s) receiving the service. If a recipient's identity or other information is confidential by any federal, state or local law, or subject to a privilege, this information must be kept in separate but secure location in PROVIDER'S office. COUNTY may inspect all such records with a 48-hour prior notice to PROVIDER. Breach of Confidentiality by PROVIDER is grounds for termination of the entire agreement.
- (9) **SERVICES AND MATERIALS TO BE FURNISHED BY COUNTY.** COUNTY shall cooperate with PROVIDER in carrying out the work required by this Agreement. COUNTY shall provide adequate staff for liaison with PROVIDER, but all Services (and materials needed to carry them out) as required by this Agreement shall be provided by PROVIDER with approval of COUNTY.
- (10) **CHANGES.** COUNTY may from time to time require changes in the scope of services of PROVIDER to be performed. Any changes to the scope of services provided shall be mutually agreed upon and shall be made in writing by the parties. Any resulting change in compensation must be stated in writing and increases in compensation must be approved by COUNTY.
- (11) **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement without cause or penalty by written notice. A Notice of Termination will be deemed effective five (5) days after personal delivery or seven (7) days after mailing by U.S. Mail, postage prepaid. In the event of termination, PROVIDER shall submit to COUNTY a final invoice as stated in Section 5, including written reports as stated in Section 9, and other items generated in the course of performing services under this Agreement within seven (7)

days after the effective day of any written Notice of Termination. In the event of any termination, PROVIDER will be paid for all services satisfactorily completed and accepted by COUNTY rendered to the date of such termination but such sums paid hereunder will not be greater than the sum listed in Section 4 above. In determining the amount payable for work satisfactorily completed prior to the date of termination, PROVIDER shall submit records or documents to COUNTY to substantiate the work completed. If this Agreement is terminated by COUNTY, COUNTY may withhold and offset against any payments otherwise due or seek recovery for amounts already paid, including, without limitation: amounts paid for unsatisfactory work or work not done in accordance with this Agreement; costs of correcting the problem or work; value of COUNTY's time spent in correcting the work or problem; any increase in costs resulting from the problem or work; and any other costs which result from such termination. No termination expenses shall be paid to PROVIDER for COUNTY's early termination or for COUNTY's abandonment or suspension of work hereunder.

- (12) **INTEGRATION CLAUSE.** This Agreement and any additional or supplementary document(s) that are incorporated by specific reference contain all the terms and conditions agreed upon by the parties. No other agreements, oral or written, predating or contemporaneous with the subject matter of this Agreement or any part of it shall have any validity or bind any of the parties. Only properly executed and formally approved amendments shall alter the content of the Agreement.
- (13) **COUNTY NOT OBLIGATED TO THIRD PARTIES.** COUNTY shall not be obligated or liable to any party other than PROVIDER.
- (14) **WHEN RIGHTS AND REMEDIES NOT WAIVED.** In no event shall the making by COUNTY of any payment to PROVIDER constitute or be construed as a waiver by COUNTY of any breach of covenant, or any default which may exist on the part of PROVIDER and the making of any such payment by COUNTY while any such breach or default shall exist in no way impairs or prejudices any right or remedy available to COUNTY in respect to such breach or default.
- (15) **INDEMNIFICATION AND INSURANCE.** COUNTY has established specific indemnification and insurance requirements for contracts with PROVIDER, to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that PROVIDER is aware of and accepts responsibility for losses or liabilities related to their activities. All conditions and requirements for insurance and indemnification are set forth in Exhibit B, Pages 1-4, which is attached and incorporated into this Agreement by this reference, and said conditions and requirements shall be completed prior to the commencement of any work pursuant to this Agreement. The indemnity provisions of Exhibit C shall survive termination or expiration of this Agreement.
- (16) **DISCRIMINATION.** In connection with the performance of its obligations under this Agreement, PROVIDER shall not discriminate against any of its employees, agents or any person applying to PROVIDER for its services because of race, religion, color, sex, age or national origin, except that PROVIDER may limit or restrict the provision of its services to

one or more specific group of persons in accordance with the services described in Exhibit A, if applicable.

- (17) **PROVIDER'S PERSONNEL AND INDEPENDENT CONTRACT STATUS.** PROVIDER shall have sole responsibility for hiring, training and discharging of employees to meet the needs and requirements of this agreement. County shall maintain the right to have PROVIDER staff removed from working directly under this agreement if felt it is in the best interest of the COUNTY or the children under COUNTY'S care and custody.

PROVIDER employs all personnel required in performing the Services, as indicated on Exhibit A, under this Agreement. Services will be performed by PROVIDER or under PROVIDER'S supervision, and all personnel engaged in the work shall be qualified to perform such Services. PROVIDER undertakes performance of the Services as an independent contractor and PROVIDER is not and will not be considered an employee of COUNTY. PROVIDER is not entitled to the benefits provided by COUNTY to its employees, including, but not limited to, group insurance, unemployment insurance, workers compensation and retirement benefits. PROVIDER shall be wholly responsible for, and shall be solely in control of, the manner, methods and means of performance of the Services under the Agreement. However, COUNTY retains the right to observe and review such Services and deliverables performed under this Agreement to ensure they are performed in accordance with the Standard of Care set forth in Section 26. PROVIDER represents that it has no interest in and agrees that it will not acquire any interest, direct or indirect, that would conflict in any manner with the performance of the Services under this Agreement. PROVIDER further agrees that, in the performance of this Agreement, no person having any such interest will be employed.

- (18) **BACKGROUND INVESTIGATIONS AND CERTIFICATION.** PROVIDER, agrees by signing this Agreement to the following:

- a) Submit to a background investigation on each employee, intern, volunteer or subcontractor providing direct services to any child in custody or care of COUNTY, which may include, but is not limited to, fingerprinting, a criminal history check and a check for information relating to sexual offenses as defined in NRS 179A.073 pursuant to the provisions of NRS 179A.180 to NRS 179A.230. PROVIDER agrees to assume the cost for each employee, intern, volunteer or subcontractors' fingerprinting and criminal history check;
- b) Inform COUNTY of any addition or termination of a direct service employee, intern, volunteer or subcontractor within five (5) working days of employment or termination. PROVIDER agrees to provide proof of initiating the background investigation to COUNTY prior to initiating any services under this Agreement. PROVIDER agrees to cooperate with the signing of any necessary release of information or the provision of any other information necessary to conduct the background investigation.

PROVIDER, its principals and agents, to the best of their knowledge and belief, hereby certifies that no employee, intern, volunteer or subcontractor:

- a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Has not been convicted of any felony crime, any crime involving a sexual offense or any crime involving a child. The discovery of any undisclosed criminal conviction is grounds for immediate termination of this Agreement without prior notice by COUNTY. The conviction of PROVIDER or an employee during the term of the Agreement of any criminal offense is also grounds for immediate termination of this Agreement without prior notice by COUNTY;
- c) Has disclosed to COUNTY any disciplinary actions by a professional licensing board related to his/her competency or capacity to perform professional services. Discovery of any such disciplinary action taken by any professional licensing board, either prior to or during the term of this Agreement, is grounds for immediate termination of this Agreement without prior notice by COUNTY. PROVIDER agrees to inform COUNTY within five (5) working days of any licensure or certification change that occurs at the request of PROVIDER or due to action taken by the certification/licensure board. This includes a PROVIDER/employee's request to voluntarily change certification or a voluntary request to be no longer certified or licensed within a specific area of service; the revocation or suspension of licensure and/or certification; or any disciplinary action taken against the PROVIDER, their employee, intern, volunteer or subcontractor by the certification/licensure board;
- d) Has not 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;
- e) Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (b) above;
- f) Has 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
- g) Understands that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

PROVIDER is required to inform COUNTY immediately of any investigations of the agency or individual employees by any authority (e.g., The Medicaid Fraud Unit, third party insurance companies).

(19) **ASSIGNABILITY.** The parties hereby agree that PROVIDER may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of COUNTY.

(20) **NOTICE.** Any notice, bill, invoice, request, or report required by this Agreement shall be sufficient if delivered in person or sent by the parties in the United States mail, postage paid, to the addresses noted below:

To COUNTY: Washoe County
 Department of Social Services
 Attn: Contract Services
 P.O. Box 11130
 Reno, NV 89520-0027

To PROVIDER: Core Dynamics, LLC
 10395 Double R Boulevard
 Reno, NV 89521

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of PROVIDER and COUNTY.

(21) **LIMITED LIABILITY.** COUNTY will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for COUNTY's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

(22) **SEVERABILITY.** Any provision in this Agreement that is prohibited or unenforceable under state or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of this Agreement.

(23) **GOVERNING LAW AND VENUE.** The laws of the State of Nevada shall govern this Agreement. All parties consent to the personal jurisdiction of the state court in Washoe County, Nevada and to the service of process by any means authorized by such court or under the laws of the State of Nevada. The exclusive venue of any action or proceeding arising out of or in connection with this Agreement shall be Washoe County, Nevada.

(25) **NON-APPROPRIATION CLAUSE.** COUNTY may terminate its participation in this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason COUNTY's funding source is not appropriated or is withdrawn, limited, or impaired. COUNTY will make every reasonable effort to ensure payment for services rendered by the PROVIDER.

- (26) **STANDARD OF CARE.** PROVIDER shall exercise the same degree of care, skill and diligence in the performance of Services as is ordinarily provided by other members of PROVIDER's profession currently practicing in the same locality under similar circumstances and PROVIDER shall, at no additional cost or expense to COUNTY, re-perform Services which fail to satisfy the foregoing standard of care.
- (27) **THIRD PARTY RIGHTS.** Nothing herein shall be construed to give any rights or benefits to anyone other than COUNTY and PROVIDER.
- (28) **MEET AND CONFER TO RESOLVE DISPUTES.** The parties hereto agree to the use of a mutually agreeable method of alternate dispute resolution before initiation of a judicial action, if a dispute arising between COUNTY and PROVIDER engaged in the project cannot otherwise be settled. The parties further agree that neither party is entitled to receive an award of attorney's fees from a court or through an alternative dispute resolution even if the party is deemed to be a prevailing party.
- (29) **UNCONTROLLABLE FORCES.** Neither COUNTY nor PROVIDER shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effects of which, by the exercise of reasonable diligence, the nonperforming party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either COUNTY or PROVIDER under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.

Neither party shall, however, be excused from performances if nonperformance is due to uncontrollable forces which are removable or remediable and which the nonperforming party could have, with reasonable dispatch removed or remedied. The provisions of this Article shall not be interpreted or construed to require PROVIDER or COUNTY to prevent, settle, or otherwise avoid a strike, work slowdown or other labor action. The nonperforming party shall upon being prevented or delayed from performance by an uncontrollable force, immediately give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

*****CONTINUED ON NEXT PAGE*****

IN WITNESS WHEREOF, COUNTY and PROVIDER have executed this agreement as of the date first written below.

WASHOE COUNTY, by and through
Its BOARD OF COUNTY COMMISSIONERS:

By: [Signature]
Chairman

Date: December 9, 2014

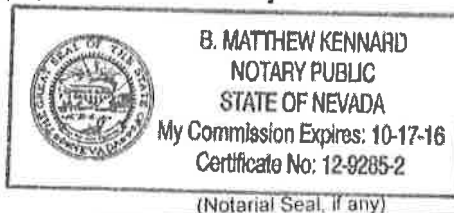
PROVIDER:

By: [Signature] EXEC V.P. Date: 12/22/14
Name Title

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on December 22, 2014, by
Daniel B. Norem, as Executive Vice President
Name [Type of Authority, e.g. Officer, Trustee, etc.]
of the Core Dynamics, LLC
[Name of Party of Behalf of Whom Instrument was executed]

[Signature]
(SIGNATURE OF NOTARIAL OFFICER)



AGREEMENT FOR MENTAL HEALTH SERVICES AT KIDS KOTTAGES CHILD PROTECTION SHELTER EXHIBIT A FEE SCHEDULE AND REPORTING REQUIREMENTS

Base Administration Fee for weekly clinical program administration
Up to 10 hours per week

For children who are not Medicaid eligible or not eligible under another third party payer, the following services will be reimbursed at current Medicaid rates:

EVALUATION SERVICES	Professional to Provide Services	Maximum Allowable sessions	Reporting Requirements*
Psychological Evaluation – Child [96101]	Psychologist	(\$79.91 per hr @ 9 max = 719.19)	10-days after Evaluation completion
Neuropsychological Evaluation – Child [96118]	Psychologist	(\$107.92 per hr @ 9 max = \$971.28)	10-days after Evaluation completion
Psycho-social Evaluation Child [H0031]	Psychologist, MFT, LCSW, LPC	\$182.59	5 days after evaluation
Psychiatric/Medication Evaluation Child [90791]	Psychiatrist MD	(\$139.46 per hr)	10 days after evaluation
Medication Follow-Up MD [90792]	Psychiatrist MD	(\$139.46 per hr)	10 days after evaluation
Substance Abuse Eval (Child) [H001]	MFT, LCSW, LPC, LDAC, CDAC	(\$139.46)	10 days after evaluation

TREATMENT SERVICES			
Basic Skills Training [H2014]	QBA; QMHA; QMHP	\$9.09 per 15 minutes	Notes recorded by close of next business day
Basic Skills Training group [H2014 HQ]	QBA; QMHA; QMHP	\$2.27 per 15 minutes	Notes recorded by close of next business day
Psychosocial Rehabilitation [H2017]	QMHA; QMHP	\$14.38 per 15 minutes	Notes recorded by close of next business day
Psychosocial Rehabilitation group [H2017 HQ]	QMHA; QMHP	\$3.60 per 15 minutes	Notes recorded by close of next business day
Individual Therapy [90866]	QMHA; QMHP	\$97.85 per hr	Notes recorded by close of next business day
Family Therapy [90847]	QMHA; QMHP	\$97.85 per hr	Notes recorded by close of next business day
Crisis Intervention Assessment [90839]; [90840]	QMHA; QMHP	\$112.55; \$56.27 each add 30 minutes	Notes recorded by close of next business day
Crisis Intervention team services [H2011]	QMHA; QMHP	\$27.71 per 15 minutes	Notes recorded by close of next business day

Other, additional services billed Per NV Medicaid Provider Type 14, 17, 26 Fee Schedules

**Reporting requirements apply to all services provided without regard to payer source.*

AGREEMENT FOR MENTAL HEALTH SERVICES AT KIDS KOTTAGES CHILD PROTECTION SHELTER EXHIBIT B

INSURANCE/HOLD HARMLESS REQUIREMENTS

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT PROVIDER S CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABIYT OF INSURANCE CERTIFICATES AND ENDORSEMENT AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIRES, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY RISK MANAGER DIRECTLY AT (775) 328-2071.

INDEMNIFICATION AGREEMENT

PROVIDER 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 PROVIDER 'S property, caused by any negligent act, omission, or failure to act, on the part of PROVIDER , its employees, agents, representatives, or subcontractors arising out of the performance of work under this Agreement by PROVIDER, or by others under direction of supervision of PROVIDER .

In the event of a lawsuit against the COUNTY arising out of the activities of PROVIDER, should PROVIDER be unable to defend COUNTY due to the nature of the allegations involved, PROVIDER 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 PROVIDER.

GENERAL REQUIREMENTS

PROVIDER shall purchase Industrial Insurance, General and Automobile Liability, and Professional Liability (Malpractice) as described below. The cost of such insurance shall be borne by PROVIDER.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for PROVIDER or any subcontractor by COUNTY. PROVIDER 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 payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.27 and with a certificate of an insurer showing coverage pursuant NRS 617.210 for PROVIDER and any subcontractor used pursuant to this Agreement.

If PROVIDER 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 PROVIDER be self-funded for Industrial Insurance, PROVIDER 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 PROVIDER that PROVIDER shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at PROVIDER'S sole cost and expense.

MINIMUM LIMITS OF INSURANCE

PROVIDER 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.

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 insured with respect to: liability arising out of activities performed by or on behalf of PROVIDER, including COUNTY'S general supervision of PROVIDER; products and completed operations of PROVIDER; premises owned, occupied or used by PROVIDER; or automobiles owned, leased, hired, or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. PROVIDER'S insurance coverage shall be primary insurance with respect to COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees, subcontractors, or volunteers shall be excess of PROVIDER'S insurance and shall not contribute with it in anyway.

3. Any failure to comply, with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. PROVIDER'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 rating of no less than A-. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning PROVIDER and insurance carrier. COUNTY reserves the right to require that PROVIDER'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

The PROVIDER shall furnish The 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

The PROVIDER shall include all Subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverage for Subcontractors shall be subjected to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. The PROVIDER shall be responsible for and remedy all damage or loss to any property, including property of the COUNTY, caused in whole or in part by the PROVIDER, any Subcontractor, or anyone employed, directed or supervised by the PROVIDER.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the PROVIDER 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 the COUNTY may have if the PROVIDER fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the COUNTY may, at its sole options:
 - a. Order the PROVIDER to stop work under this Agreement and/or withhold any payments which become due PROVIDER hereunder until PROVIDER demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.