

## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (Agreement) is entered into by and between Washoe County Department of Juvenile Services (County) and Richard G. Weiher, Ph.D. (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 B 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, 2022, 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 B, 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 B, 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 Richard G. Weiher, Ph.D.  Fax: (775) 322-0167	COUNTY: Mark Stewart Purchasing and Contracts Manager <a href="mailto:mstewart@washoecounty.us">mstewart@washoecounty.us</a> Fax:
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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	WASHOE COUNTY
Signature:	Signature:
Date:	Date:
Name:	Name:
Address	Address

## **EXHIBIT A**

### **INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR CONSULTANT PROFESSIONAL SERVICE AGREEMENTS**

#### **INDEMNIFICATION**

##### **CONSULTANT Liability**

As respects acts, errors or omissions in the performance of CONSULTANT services, CONSULTANT agrees to indemnify and hold harmless the COUNTY through Washoe County (hereinafter referred to as "COUNTY"), its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of CONSULTANT'S acts, errors or omissions in the performance of its CONSULTANT services under the terms of this agreement.

CONSULTANT further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the acts, errors or omissions of CONSULTANT or its Sub-Consultant in the performance of their CONSULTANT services under the Agreement.

##### **General Liability**

As respects all acts or omissions which do not arise directly out of the performance of CONSULTANT services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONSULTANT'S (or Sub-Consultant, if any) performance or failure to perform, under the terms of this agreement; excepting those which arise out of the negligence of COUNTY.

CONSULTANT must either defend COUNTY or upon determination that the work performed by CONSULTANT was in any manner negligent or that CONSULTANT failed to perform any duty set forth in this Agreement pay COUNTY'S cost of defense for any claim, demand, action or cause of action.

If COUNTY'S personnel (attorneys, engineers or other professionals) are involved in defending such legal actions, CONSULTANT shall also reimburse COUNTY for the time spent by such personnel at the actual cost for such services.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

## **GENERAL REQUIREMENTS**

COUNTY requires that CONSULTANT purchase Industrial Insurance, General and Auto Liability, and CONSULTANT'S Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by CONSULTANT, its agents, representatives, employees or Sub-Consultants. The cost of all such insurance shall be borne by CONSULTANT.

## **INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONSULTANT or any Sub-Consultant by COUNTY. CONSULTANT 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.

If CONSULTANT or Sub-Consultant 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, subConsultants, or independent Consultants and completes an Affirmation of Compliance pursuant to NRS 616B627.

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

## **MINIMUM LIMITS OF INSURANCE**

CONSULTANT shall maintain coverages and 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 this project or location.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. CONSULTANT Errors and Omissions Liability: \$-0- per occurrence and as an annual aggregate. Premium costs incurred to increase CONSULTANT'S insurance levels to meet minimum contract limits shall be borne by the CONSULTANT at no cost to the COUNTY.

CONSULTANT will maintain CONSULTANT liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that CONSULTANT goes out of business during the term of this Agreement or the three (3) year period described above, CONSULTANT shall purchase Extended Reporting Coverage for claims arising out of CONSULTANT'S acts, errors and omissions committed during the term of the CONSULTANT Liability Policy.

Should COUNTY and CONSULTANT agree that higher CONSULTANT Coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be borne by COUNTY. COUNTY retains the option to purchase project insurance through CONSULTANT'S insurer or its own source.

## **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. 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. General Liability Coverages**

a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONSULTANT, including the insured's general supervision of CONSULTANT; products and completed operations of CONSULTANT; or premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.

b. CONSULTANT'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it in any way.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.



d. CONSULTANT'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.

e. CONSULTANT'S insurance coverage 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 CONSULTANT and insurance carrier. COUNTY reserves the right to require that the CONSULTANT'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**

CONSULTANT shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this attachment. 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. The certificates are to be on forms approved by COUNTY. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SUB-CONSULTANTS**

CONSULTANT shall include all Sub-Consultants as insureds under its policies or furnish separate certificates and endorsements for each Sub-Consultant. Sub-Consultant shall be subject to all of the requirements stated herein.

## **MISCELLANEOUS CONDITIONS**

1. CONSULTANT shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONSULTANT, any Sub-Consultant, or anyone employed, directed or supervised by CONSULTANT.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-Consultants under it.

3. In addition to any other remedies COUNTY may have if CONSULTANT 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 CONSULTANT to stop work under this Agreement and/or withhold any payments which become due CONSULTANT here under until CONSULTANT demonstrates compliance with the requirements hereof;
  - b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of CONSULTANT under this Agreement if CONSULTANT is unable to comply with the insurance requirements, 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:

**THE CONTRACTOR AGREES TO THE FOLLOWING:**

Dr. Richard G. Weiher, agrees to offer an array of psychological evaluation services for youth and families served by the Washoe County Department of Juvenile Services. The evaluations 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 Case Managers and approved by a Division Director, or the Director of the department. The array of services is described below. 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.

**Evaluations**

**Psychological Evaluation:** An evaluation of a youth or adult that includes a youth interview, parent interview, review of documents, a standardized personality test, and written report.

**Risk Assessment:** A youth and family interview, standardized risk assessment instrument, and a written statement regarding a youth's risk to reoffend.

**Intelligence testing for diagnosis and referrals:** Administration of a brief intelligence scale with a written report regarding diagnosis and referral.

**Intelligence testing for legal opinion:** Administration of a comprehensive intelligence test with a written report regarding the legal implications of the results.

**Competency evaluation with written report:** A structured interview to determine if a youth is competent to engage in legal proceeding and a written report with an opinion on competency.

**Additional evaluation components:** Evaluation services such as diagnosis specific evaluations, extraordinary records review, complex family interviews, multiple collateral interviews, court testimony, specialized evaluations, etc.

**PROFESSIONAL SERVICES AGREEMENT**  
**EXHIBIT B**  
**PAYMENT**

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

**PAYMENT FOR SERVICES**

Psychological Evaluation: \$775

Risk Assessment: \$150

Intelligence testing for diagnosis and referrals: \$285

Intelligence testing for a legal opinion: \$425

Competency evaluation with written report: \$525

Additional evaluation components or time spent: \$200 per hour added to the fee for psychological evaluations, billed in 15 minutes increments.

Payments made to Consultant shall not exceed \$150,000 per fiscal year.

Any additional amounts shall not be paid, unless prior arrangements are made and agreed to by the contracting parties in writing.