

**PROFESSIONAL SERVICES AGREEMENT
FOR DRUG/ALCOHOL/MENTAL HEALTH REHABILITATION SERVICES AND
MEDICATION-ASSISTED TREATMENT
FOR YOUTH OFFENDER DIVERSION COURT**

This Agreement is made and entered into this 1st day of August 2020, by and between the Second Judicial District Court ("Court"), and Northern Nevada HOPEs, a Nevada not-for-profit corporation, and federally qualified health center ("Contractor"). The Court Chief Fiscal Officer and the Specialty Courts Coordinator assigned to contracts shall be responsible for administering this Agreement.

Contractor is a Nevada federally qualified health center ("FQHC") that receives federal grant funds pursuant to Section 330 of the Public Health Service Act, 42 U.S.C.254b, administered by the Health Resources and Services Administration ("HRSA") within the United States Department of Health and Human Services ("DHHS") and provides comprehensive primary care, preventive care, and related services (including essential ancillary and enabling services) to residents of its community, regardless of the individual's or the family's ability to pay; and

Both parties, in joint collaboration, desire to improve the quality of care and quality of life for participants of the Youth Offender Diversion Court.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound hereto, the parties hereby agree as follows:

TERM

1. This Agreement is effective August 1, 2020 and shall continue through June 30, 2021. This Agreement may be terminated earlier pursuant to Paragraphs 16 and/or 17 and/or 27, whichever date shall first occur.

SCOPE OF SERVICES

2. Contractor will provide medication-assisted treatment services for up to 20 participants enrolled in Youth Offender Diversion Court. Treatment intensity will vary based on assessment, established by Contractor, and according to the American Society of Addiction Medicine (ASAM). Contractor will provide treatment for ASAM level 1 placement of care. Treatment will be provided for a minimum of one year and up to 18 months. Services will include an assessment for behavioral health therapy and medication-assisted treatment needs, treatment planning, individual and group sessions, transition planning and medication for those in need of opioid treatment services (OTS).

OBLIGATIONS OF CONTRACTOR

3. Contractor will provide quarterly financial statements, which will include individual participant costs as well as administrative overhead costs to provide services contained within this agreement. These costs will include all those eligible for reimbursement and not eligible for reimbursement.
4. Contractor shall attend drug court staffing sessions for Youth Offender Diversion Court weekly to provide in-person reporting on participants' compliance with drug treatment and rehabilitation services, including medication-assisted treatment services. This on-site commitment is estimated to be a one-hour appearance. Travel time and mileage will not be compensated.
5. Contractor will compile notes from all of its staff who have contact with the Youth Offender Diversion Court participants and conduct internal staffing sessions with assigned counselors.
6. Contractor will be present at Youth Offender Diversion Court proceedings per the direction of the presiding Judicial Officer to report on participant's treatment progress and other testimony requested by an authorized Judge of the Court. Youth Offender Diversion Court is held every Monday at 4:00 p.m. in Department 9 at the Second Judicial District Court. A multi-disciplinary team staffing will be held at 3:30 p.m. on the same day as Court, at the same location. The Court may change the day and/or time of the Youth Offender Diversion Court, if necessary, as determined by the Court.
7. 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. Contractor's officers and employees will also be available to attend Youth Offender Diversion Court-related conferences and trainings as requested.
8. Contractor will utilize the Drug Court Case Management system (DCCM) to provide the presiding Judge and Team of the Youth Offender Diversion Court with information about the assessment, treatment plan, session type, and number of treatment hours and participant progress, on a continuous and timely basis. Information disclosed will be subject to participant consenting for Contractor to disclose confidential information to the Youth Offender Diversion Court, such information may include, but is not limited to, diagnosis, prescribed medication type, amount, and frequency for medication assisted treatment services, treatment attendance, counseling progress, ancillary services, and attendance record since admittance into the program. Progress notes and recommendations will be entered by 5:00 p.m. every Friday.
9. 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 drug rehabilitation, mental health, and medication assisted treatments.

10. 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.

DISTRICT COURT RESPONSIBILITIES

11. The Court Chief Fiscal Officer and the Specialty Courts Coordinator assigned to contracts shall administer this contract. 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 will submit a quarterly invoice for each new participant to the contract administrator for an amount not to exceed **\$1,500** per participant for fiscal year 2020-2021. Treatment will be provided for a minimum of one year and up to 18 months, under this Agreement. The total cost for services provided pursuant to this Agreement will not exceed **\$30,000**. This funding is intended to assist Northern Nevada HOPES for services not otherwise reimbursable through alternative funding streams.
14. Upon execution of this Agreement, Contractor shall submit one quarterly billing statement to the Contract Administrator. Payment will be made by the Court within 30 days of receipt of Contractor's billing statement.
15. Failure to comply with any term or condition of this Agreement shall be valid reason for the Court to terminate this Agreement.

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 17 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.
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. Court employees or contract personnel are not Contractor 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 neither party is an employee of the other party and thereby both parties waive any and all claims to benefits otherwise provided to employees of the other party, 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 86-0865357.
- 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.

Further, Court hereby certifies:

- m. That Contractor Board of Directors and management team, establish and maintain operational and clinical policies. Maintain all necessary administrative functions, including, but not limited to: scheduling and registration of patients receiving preventive and primary care services to include psychiatric services, medical records, billing for services performed (including Medicaid, Medicare, and other third party payers), and design of appropriate forms. All patients receiving services will be registered as patients of Contractor.
- n. That Court agrees that this Agreement will not jeopardize the Contractor's role and autonomy in carrying out its activities as a FQHC.

Further, both parties hereby certify:

- o. That there shall be no employee discrimination on the basis of age, race, religion, creed, sex, national origin, handicap, veteran's status, sexual orientation, or health insurance.
- p. That each party agrees to comply with Section 1557 of the Affordable Care Act (ACA) (Section 1557). Section 1557 prohibits discrimination on the basis of race, color, national origin, sex, age, or disability in certain health programs and activities.
- q. This Agreement is structured to comply with the federal anti-kickback statute and the safe harbor regulations promulgated thereunder. Should any subsequently promulgated federal or state statute or regulation be inconsistent with this Agreement, the parties agree that they will immediately and in good faith renegotiate this Agreement, and failing successful renegotiation within one-hundred eighty (180) days, any party may immediately terminate this Agreement upon prior written notice to the other party or parties.

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.

Because Contractor has access to protected substance abuse, mental health, HIV/AIDS and sexually transmitted disease information, it is also considered a Qualified Service Organization (“QSO”) pursuant to 42 C.F.R. Part 2, and therefore Contractor must agree to certain mandatory provisions regarding the use and disclosure of such treatment as follows:

- a. In receiving, storing, processing or otherwise dealing with any protected substance abuse information from the Court, Contractor is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2.
 - b. If necessary, Contractor, as a QSO, will resist in judicial proceedings any efforts to obtain access to protected substance abuse patient information unless access is expressly permitted under 42 C.F.R. Part 2.
 - c. The Court acknowledges that any unauthorized disclosure of information under this article is a federal criminal offense.
21. Indemnification/Hold Harmless. There are specific indemnification and commercial 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. In lieu of commercial professional liability insurance, Contractor may substitute Federal Tort Claims Act (“FTCA”) coverage for any and all professional liability actions, claims, or proceedings arising out of any and all negligent acts or omissions committed in the course of providing Covered Services to Subscribers under the terms of this Agreement. FTCA coverage is provided by the federal government.
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. Record Keeping. Should the United States Secretary of the Department of Health and Human Services or the Comptroller General of the United States or their respective representatives determine that this Agreement is a contract described in Section 1861 (v)(1)(1) of the Social Security Act , until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, each party shall make available, upon written request , to the other parties, the United States Secretary of Health and Human Services, or, upon request, to the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement and the party's books, documents and records that are necessary to certify the nature and extent of costs paid pursuant to this Agreement, as applicable.
24. 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.
25. 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:

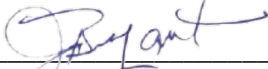
Sharon Chamberlain, Chief Executive Officer
Northern Nevada HOPES
580 West 5th Street
Reno, NV 89503

26. Dispute Resolution. Any dispute arising under this Agreement first shall be resolved by informal discussions among the parties, subject to good cause exceptions, including, without limitation, disputes determined by any party to require immediate relief (i.e., circumstances under which an extended resolution procedure might endanger patients' health and safety). Any dispute not resolved by informal discussions among the parties within a reasonable time following such discussions' commencement (not to exceed thirty (30) days), may be resolved through any and all available legal means and methods.
27. 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.

28. Non-Assignment. Contractor may not assign this contract without the express written consent of Court.

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

DISTRICT COURT



**Jackie Bryant, Court Administrator
Second Judicial District Court**

Date: _____

CONTRACTOR



**Sharon Chamberlain, Chief Executive Officer
Northern Nevada HOPES**

Date: July 30, 2020

Appendix A

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR NONPROFIT AGENCY MEDICATION-ASSISTED TREATMENT FOR YOUTH OFFENDER DIVERSION COURT

INTRODUCTION

Washoe County has established specific insurance and indemnification requirements for nonprofit 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 a nonprofit 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'S 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 the omission, failure to act, or negligence 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.

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: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: \$1,000,000 per occurrence 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. Terminate the Agreement.