

**PROFESSIONAL SERVICES AGREEMENT
FOR COMMUNICABLE DISEASE TESTING FOR ADULT DRUG COURT**

This Agreement is made and entered into this 15th day of October 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 ability to pay; and

Both parties, in collaboration, desire to improve the quality of care and quality of life for participants of the Adult Drug 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 October 15, 2020 and shall continue through June 30, 2021, with a provision for three (3) one (1) year extensions from July 1st through June 30th of the respective year at the discretion of the Court and subject to negotiations and continued funding or until this Agreement is terminated pursuant to paragraphs 6 and/or paragraph 12 and/or paragraph 13 whichever date shall first occur.

SCOPE OF SERVICE

2. Contractor will provide HIV rapid preliminary antibody testing, viral Hepatitis (B and C) testing and necessary sexually transmitted infections services to participants of Adult Drug Court.

OBLIGATIONS OF CONTRACTOR

3. Contractor will screen Adult Drug Court participants for HIV, Hepatitis B and C, and any necessary sexually transmitted infections.
4. Contractor will provide monthly financial statements, which include individual participants who received services in compliance with HIPAA; no testing results will be provided to the Court.

5. 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 principles, officers, employees, and agents under this Agreement. Contractor agrees to follow practices consistent with generally accepted professional and technical standards.
6. 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 treatment services, the Court may terminate this Agreement immediately by providing written notification to Contractor.

DISTRICT COURT RESPONSIBILITIES

7. 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.
8. The Court agrees to provide to Contractor all information in its possession necessary to Contractor to complete the services required of Contractor hereunder.
9. 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.
10. 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.
11. The Court will compensate Contractor at a rate of **\$585** per month. The total cost for services provided through June 30, 2021 pursuant to this agreement will not exceed **\$5,265**.

TERMINATION

12. 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.

13. In addition to termination pursuant to paragraph above, either party may terminate this Agreement without cause upon 30 days prior written notice.

GENERAL PROVISIONS

14. 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.

15. 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 subdivision to provide similar services for other clients/customers. Contractor's Federal Tax Number is _____.
 - k. That Contractor understands that s/he 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.

1. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.

21. 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:

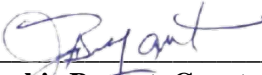
Sharon Chamberlain, Chief Executive Officer
Northern Nevada HOPES
580 West 5th Street
Reno, NV 89503

22. 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.
23. 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.
24. 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.

DISTRICT COURT



Jackie Bryant, Court Administrator
Second Judicial District Court

Date: 9-29-2020

CONTRACTOR



Sharon Chamberlain, Chief Executive Officer
Northern Nevada HOPES

Date: September 29, 2020

Appendix A

INSURANCE/HOLD HARMLESS REQUIREMENTS FOR PROFESSIONAL SERVICES

INTRODUCTION

Washoe County has established specific insurance and indemnification requirements for CONTRACTORS 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 CONTRACTOR 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 CONTRACTORS 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

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

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

GENERAL REQUIREMENTS

CONTRACTOR shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by CONTRACTOR. CONTRACTOR 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 CONTRACTOR or any Sub-consultant by COUNTY. CONTRACTOR 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 CONTRACTOR and any sub-consultants used pursuant to this Agreement.

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

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

MINIMUM LIMITS OF INSURANCE

CONTRACTOR 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 claim and as an annual aggregate.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

OTHER INSURANCE PROVISIONS

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

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including COUNTY'S general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. CONTRACTOR'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 CONTRACTOR'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. CONTRACTOR'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 CONTRACTOR and insurance carrier. COUNTY reserves the right to require that CONTRACTOR'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

CONTRACTOR 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

CONTRACTOR 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. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Subcontractor, or anyone employed, directed or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof;
- b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of CONTRACTOR if under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
- c. Terminate the Agreement.