

**PROFESSIONAL SERVICES AGREEMENT  
FOR CASE MANAGEMENT SERVICES  
FOR FAMILY TREATMENT COURT**

This Agreement is made and entered into this 1<sup>st</sup> day of March 2021, by and between the Second Judicial District Court, "Court," and Tru Vista a non-profit corporation, "Contractor." The Court Chief Fiscal Officer and Specialty Courts Program Manager shall be responsible for administering this Agreement.

**TERM**

1. This Agreement is effective April 1, 2021 and shall continue through June 30, 2021 unless terminated pursuant to Paragraphs 14 and/or 15 and/or 23, whichever date shall first occur.

**SCOPE OF SERVICES**

2. Contractor will provide case management services for up to 20 new participants enrolled in Family Treatment Court. The case management services will vary based on assessment and needs of the Court. Case management will be provided for the duration of participant's time in Family Treatment Court. Services may include conducting orientation, evaluating service needs, providing community resources and support, and transition planning.

**OBLIGATIONS OF CONTRACTOR**

3. Contractor may be requested to 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 will compile notes from all their employees who have contact with the Court participants and conduct internal staffing sessions with assigned counselors.
5. 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 Court related conferences and trainings as requested.
6. Contractor will utilize the Drug Court Case Management system (DCCM) to provide the presiding Judge and team of the Court with information about the services provided. Progress notes and recommendations will be entered by 10:00 am on Tuesdays.
7. 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 rehabilitations, mental health, and medication-assisted treatments.

8. 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**

9. The Court Chief Fiscal Officer and the Specialty Courts Manager 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.
10. The Court agrees to provide to Contractor all information in its possession necessary to Contractor to complete the services required of Contractor hereunder.
11. Upon execution of this Agreement, Contractor shall submit quarterly billing statements to the Contract Administrator. Payment will be made by the court within 30 days of receipt of Contractor's billing statement.
12. 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.
13. The Court will compensate Contractor at a rate of \$5,000 for total services through June 30, 2021. The total cost for services provided pursuant to this Agreement will not exceed \$5,000. These services will only include those not reimbursable through alternative funding.

### **TERMINATION**

14. 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.
15. 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**

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



17. 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 fulltime 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 99-3142399.
- 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.

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 payments under this Agreement, to provide Court with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.
18. Confidentiality. Contractor shall maintain any records pertaining to this Agreement in a secure location, and disclose information to the Court only when a release, which must include HIPPA authorization requirements as contained in 45CFR.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.
19. 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.
20. 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.
21. 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 thereof. Any modification of this Agreement must be agreed upon in writing by all parties to the Agreement.
22. 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**

Jacki Hallerbach  
Tru Vista  
P.O. Box 2446  
Reno, NV 89505

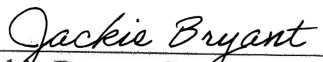


23. Funding out. In the event the Court fails to appropriate or budget funds for the purposes as specified in this Agreement, the Court may terminate this Agreement at any time and Contractor hereby agrees to such termination without penalty. Court shall endeavor to give Contractor as much written notice as possible before termination.
24. Non-assignment. Contractor may not assign this contract without the express written consent of the Court.
25. Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Byrd anti-lobbying amendment, 31 U.S.C1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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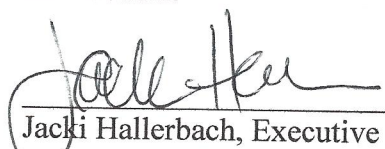
In witness whereof, the parties hereto have executed this Agreement on the day and year first above written.

**Second Judicial District Court**

  
\_\_\_\_\_  
Jackie Bryant, Court Administrator

Date: 3-10-2021

**Contractor**

  
\_\_\_\_\_  
Jacki Hallerbach, Executive Director

Date: 3/5/2021



## **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 RISK MANAGER DIRECTLY AT (775) 328-2071.

#### **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.

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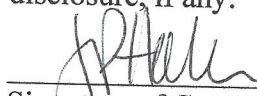


## Appendix B

### ANTI- LOBBYING CERITIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor, Tru Vista Foundation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
Signature of Contractor's Authorized Official

3/5/2021  
Date

Jackie Hallenbach / Executive Director  
Name and Title of Contractor's Authorized Official