

**PROFESSIONAL SERVICES AGREEMENT  
FOR SUBSTANCE USE AND MENTAL HEALTH COUNSELING SERVICES  
FOR ADULT DRUG COURT**

This Agreement is made and entered into this 1<sup>st</sup> day of October 2020, by and between the Second Judicial District Court (“Court”), and The Empowerment Center, a Nevada non-profit corporation, (“Contractor”). The Court Chief Fiscal Officer and Specialty Courts Coordinator assigned to contracts shall be responsible for administering this Agreement.

**TERM**

1. This agreement is effective October 1, 2020, and shall continue through June 30, 2021, with a provision for three (3) one (1) year extensions from July 1<sup>st</sup> through June 30<sup>th</sup> 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 8 and/or 16 and/or 17 whichever date shall first occur.

**SCOPE OF SERVICES**

2. Contractor will provide a sober living environment with programming such as treatment planning, individual and group sessions, transition planning, pro-social activities, and other associated services. Services to be provided through this agreement for up to six (6) female participants per month enrolled in Adult Drug Court throughout the term of the contract. Assessments may also be required under this agreement.
3. Transitional Living will be provided for a minimum of four (4) months per participant not to exceed six (6) months. Counseling will be provided for a minimum of eight consecutive months from the time the participant is admitted to Transitional Living. Upon completion of the Transitional Living program, continued placement in The Empowerment Center outpatient counseling is required until a combined minimum of 8 months counseling is completed. Should Contractor not wish to continue outpatient treatment after completion of Transitional Living, the participant will be placed with a Court contracted provider and her services will be covered under the Professional Services Agreement for Substance Use and Mental Health Counseling Services for Adult Drug Court.

**OBLIGATIONS OF CONTRACTOR**

4. Contractor will invoice the Court up to \$400 per participant on a monthly basis. This amount is all inclusive and will cover treatment, rent, utilities, food, drug and alcohol testing and case management. Participants will have access to all available resources at The Empowerment Center.
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 under this Agreement.

6. Contractor will utilize the Drug Court Case Management (DCCM) software to provide the presiding Judge and Team of the Adult Drug Court with treatment information on a continuous and timely basis. Progress notes and recommendations will be entered by 12:00 p.m. every Tuesday. This documentation should include but not be limited to: current level of care, attendance records for individual and group sessions, counseling progress and prognosis, and ancillary services such as self-help meetings.
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 substance abuse rehabilitation treatment and case management services.
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.
9. Contractor will submit one monthly itemized billing statement which includes up to \$400 per participant with a maximum of six (6) participants. The monthly billing statement will also include up to a \$100 administrative fee for services provided that are not reimbursable through Medicaid, private insurance, or SAPTA, such as data entry into DCCM, and other clerical duties. The amount billed to the Court each month will not to exceed \$2,500 per month.
10. Contractor may collect a copay/fee from a participant only after receiving approval from the Court. This will be on a case-by-case basis and after a determination has been made that the fees for direct services exceed the Contractor's reimbursement from the Court. The Contractor is responsible for submitting all copays/fees collected for any participant to the Court. The Court will then reduce the fees the participant owes to the Court prior to the program completion.

#### **DISTRICT COURT RESPONSIBILITIES**

11. Specialty Courts Coordinator, Sarah Thompson, will be responsible for the administration of this Agreement, with the assistance of the Court's Chief Fiscal Officer. Such administration will include review of all reports, billing verification, the coordination of all meetings, and the response to all questions of Contractor.
12. The Court agrees to provide Contractor all information in its possession necessary to Contractor to complete the services required of Contractor hereunder.

13. Upon execution of this Agreement, Contractor shall submit one monthly billing statement to the Chief Fiscal Officer. Payment will be made by the Court within 30 days of receipt of Contractor's billing statement.
14. 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.
15. The Court will compensate Contractor in an amount not to exceed **\$22,500** for services provided from October 1, 2020 through June 30, 2021.

#### 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 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.
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. 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 subdivisions to provide similar services for other clients/customers. Contractor's Federal Tax Number is 56-2509441.
- 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.

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.
21. 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.
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. 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.
24. 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.

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**Second Judicial District Court:**

Jackie Bryant, Court Administrator  
Second Judicial District Court  
75 Court Street  
Reno, NV 89501-1982

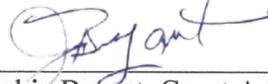
**Contractor:**

Roxanne De Carlo, Executive Director  
The Empowerment Center  
7400 S. Virginia St.  
Reno, NV 89511

25. 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.
26. 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.

SECOND JUDICIAL DISTRICT COURT



Jackie Bryant, Court Administrator  
Second Judicial District Court

Date: 9-8-2020

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CONTRACTOR



Roxanne De Carlo, Executive Director  
The Empowerment Center

Date: 9/8/2020

## **Attachment 1**

# **INSURANCE/HOLD HARMLESS REQUIREMENTS FOR COUNSELING SERVICES SUBSTANCE USE AND MENTAL HEALTH COUNSELING SERVICES FOR ADULT DRUG COURT**

### **INTRODUCTION**

Washoe County has established specific insurance and indemnification requirements for 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 an 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 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 any negligent act, omission, or failure to act, 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.

If ORGANIZATION 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 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 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 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.