

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

This Agreement is made and entered into this 1st day of July 2021, 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 Manager 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 July 1, 2021 and shall continue through June 30, 2022 with a provision for two (2) 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 and/or 16 whichever date shall first occur.

SCOPE OF SERVICES

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 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.
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 intensive therapeutic 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 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.
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 quarterly billing statements 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, 2022 pursuant to this Agreement will not exceed **\$7,020**.

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 and/or 6 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 the 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 connections 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 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 86-0865357.
- k. That Contractor understands that it 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.
16. 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 HIPAA 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.
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 Appendix A 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. 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.
20. 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.

District Court

Alicia Lerud, Interim Court Administrator
Second Judicial District Court
75 Court Street
Reno, NV 89501-1982

Contractor

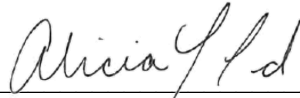
Sharon Chamberlain, Chief Executive Officer
Northern Nevada HOPES
580 West 5th Street
Reno, NV 89503

21. 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.
22. Non-assignment. Contractor may not assign this contract without the express written consent of the Court.
23. 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.
24. 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.

District Court



Alicia Lerud, Interim Court Administrator
Second Judicial District Court

Date: August 20, 2021

Contractor



Sharon Chamberlain, Chief Executive Officer
Northern Nevada HOPES

Date: 8/12/2021

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Appendix A

INSURANCE/HOLD HARMLESS REQUIREMENTS FOR PROFESSIONAL SERVICES

INDEMNIFICATION

CONTRACTOR Liability

As respects acts, errors or omissions in the performance of CONTRACTOR services, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by CONTRACTOR'S negligent acts, errors or omissions in the performance of its CONTRACTOR services under the terms of this agreement.

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

General Liability

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

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

GENERAL REQUIREMENTS

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

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-contractor 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 NRS 617.210.

If CONTRACTOR or Sub-contractor 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 616B627.

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

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Professional Errors and Omissions Liability: \$1,000,000 per occurrence and as an annual aggregate. Premium costs incurred to increase CONTRACTOR'S insurance levels to meet minimum contract limits shall be borne by the CONTRACTOR at no cost to the COUNTY.

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

OTHER INSURANCE PROVISIONS

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

1. General Liability Coverages

- a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; or premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.
- b. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.
- d. 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.
- e. CONTRACTOR'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that the 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. The certificates are to be on forms approved by COUNTY. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by**

COUNTY before work commences. COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUB-CONTRACTORS

CONTRACTOR shall include all Sub-contractors as insureds under its policies or furnish separate certificates and endorsements for each Sub-contractor. Sub-contractor 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 Sub-contractor, or anyone employed, directed or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-contractors 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 here under until CONTRACTOR demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.

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Appendix B

ANTI- LOBBYING CERTIFICATION

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, Northern Nevada HOPES, 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

Date

Name and Title of Contractor's Authorized Official