

Assessor's Parcel Number: N/A

Date: SEPTEMBER 6, 2013

Recording Requested By:

Name: SUSAN ESTES, JUVENILE PROBATION OFC

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Doc Number: **0830238**

09/06/2013 03:22 PM

OFFICIAL RECORDS

Requested By

DC/JUVENILE PROBATION

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 6

Fee: \$ 0.00

Bk: 0913 Pg: 1463



Deputy: sd

ASSESSMENT SERVICE AGREEMENT #2013.210

(Title of Document)

This page added to provide additional information required by NRS 111 312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

FILED

20130906

Assessment Service Agreement

This Agreement is entered into to be effective as of 1st day of July 2013, by and between West Hills Hospital ("Provider") and Douglas County on behalf of the Douglas County Juvenile Probation Department ("Department").

TED KHAN
CLERK

[Signature]
DEPUTY

WITNESSETH:

WHEREAS, Provider owns and operates a psychiatric hospital, West Hills Hospital in Reno, Nevada.

WHEREAS, Department operates the Douglas County Juvenile Detention Facility and the Juvenile Probation Services, in Douglas County, Nevada.

WHEREAS, Provider has certified staff available to provide psychiatric and chemical dependency needs assessment.

WHEREAS, The Department wishes to have Provider provide such psychiatric and chemical dependency needs assessments on as-needed basis to Department's residents and probationers and Provider desires to provide the same.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties set forth, the receipt and sufficiency of such consideration being hereby acknowledged, the Facility and Provider agree as follows:

1. SERVICES PROVIDED BY PROVIDER

- A. Provider shall provide appropriately qualified individuals (Clinicians") to perform telemedicine psychiatric and chemical dependency needs assessments of Department's residents and probationers both in the acute care and emergency room areas in response to a written order from the Department's on call probation officer. Such individuals shall be available twenty-four (24) hours a day, seven (7) days a week, as needed, to perform such services.
- B. Clinicians shall be employees or independent contractors of Provider. Provider agrees that Clinicians providing services hereunder have and shall maintain in good standing all professional licenses as appropriate for the provision of services hereunder and agree to comply with all laws, regulations, professional standards and the Joint Commission requirements applicable to Provider for the performance of services hereunder.
- C. Clinicians shall respond to notification from the Department of an order for psychiatric or chemical dependency needs assessment in compliance with Providers existing policies and procedures. Following completion of the needs assessment, the Clinician shall provide the ordering department with a copy of the assessment and recommendations for further treatment. Additionally, should further treatment be deemed necessary by the

Department, the Clinician will assist in locating available community resources for the patient.

D. Provider agrees that services will be provided hereunder in a non-discriminatory manner.

2. Department RESPONSIBILITIES

- A. In consideration for services rendered, Department shall compensate Provider Thirty-five Dollars (\$35.00) per telemedicine assessment. Such amount shall be payable within (30) days of Department's receipt of proper documentation outlining the dates and descriptions of services rendered.
- B. Department will ensure that Department's probation officers will enter a written order for a needs assessment in the resident or probationer's court record.
- C. After the Department has entered an order for a needs assessment, Department shall communicate with Provider via established interactive technology outlining all contact information.
- D. Department personnel shall cooperate with Clinician to ensure privacy for performance of the needs assessment.
- E. Department shall have the responsibility for maintaining and storing medical records of its residents and Probationers. Department agrees that Provider may maintain separate copies of the needs assessment on any Department resident or probationer, and Provider agrees to maintain such records in accordance with applicable state and federal laws and regulations.

3. TERM

- A. The term of this Agreement shall be one year (the "Term") commencing on July, 1 2013, and terminating on June, 30, 2014 unless sooner terminated in accordance with this Agreement.
- B. This Agreement may be terminated by either party, without cause, with thirty (30) days written notice to the other party, or immediately upon breach of any obligation under this Agreement.

4. RELATIONSHIP OF THE PARTIES

The relationship between the Provider and Department shall be that of independent contractors, and shall not be represented as being that of partners, joint ventures, co-ventures, or agent and principle. Further, the parties expressly agree that Facility shall not withhold or in any way be responsible for the payment of any federal state or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation for any Clinicians provided by Provider under this Agreement.

5. **INSURANCE**

- A. **Department Insurance.** Department shall maintain through the terms of the Agreement appropriate comprehensive general liability and professional insurance.
- B. **Provider Insurance.** Provider shall ensure that licensed Clinicians providing services hereunder obtain and maintain professional liability insurance with minimum amounts of One Million Dollars, Three Million Dollars (\$1,000,000/\$3,000,000). Additional Provider shall obtain and maintain professional liability insurance with minimum amounts of One Million Dollars (\$1,000,000) and Three Million Dollars (\$3,000,000).

6. **CONFIDENTIALITY.**

- A. **Provider Information.** The Department recognizes and acknowledges that, by virtue of entering into this Agreement, Department Staff may have access to certain information of Provider that is confidential and constitutes valuable, special and unique property of Provider. The Department warrants and covenants to Provider that neither Department nor any Department Staff will at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied without Provider's express prior written consent, except pursuant to the Department's or Department Staff duties hereunder, any confidential or proprietary information of Provider, including, but not limited to, information which concerns Provider's patients, costs, prices and treatment methods at any time used, developed or made by Provider, and which is not otherwise available to the public.
- B. **Patient Information.** Department warrants and covenants to Provider that neither Department nor any Department Staff shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Provider in writing, any patient or medical record information regarding Department residents or probationers, and Department and Department Staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of Provider and its medical staff, regarding the confidentiality of such information. Department acknowledges that in receiving or otherwise dealing with any records or information from Provider about Provider patients receiving treatment for alcohol or drug abuse, Department and all Department Staff are fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time). Department warrants and covenants to Provider that it will abide by all requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

7. **INDEMNIFICATION**

- A. **Indemnification by Department.** The Department agrees to indemnify and hold harmless Provider, its Affiliates, and each of their Shareholders, directors, officers, employees, and agents from and against any and all losses, claims damages, actions, liabilities, costs and expenses, including reasonable attorney's fees and expenses related to the defense of any claim which arises due to the acts or omissions of Department's employees, agents or independent contractors.

- B. **Indemnification by Provider.** The Provider agrees to indemnify and hold harmless Department, its Affiliates, and each of their Shareholders, directors, officers, employees, and agents from and against any and all losses, claims damages, actions, liabilities, costs and expenses, including reasonable attorney's fees and expenses related to the defense of any claim which arises due to the acts or omissions of Provider's employees.
- C. **Notice of Defense Claims.** Department and Provider agree to notify each other promptly of commencement of any claim, litigation or proceedings against the other party, or of any indication that any claim, litigation, or proceeding may be asserted against the other party, arising out of or in connection with the Services provided by Provider under this Agreement.

8. **NOTICES**

All notices permitted or required by this Agreement shall be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the other party at the address; set forth or such address as the party may designate in writing:

To Provider: West Hills Provider
 Attn: Steve Shell, CEO
 1240 E. Ninth St.
 Reno, NV 89512

To Department: Douglas County
 Attn: County Manager
 P.O. Box 218
 Minden, Nevada 89423

Douglas County Juvenile Probation Department
 Attn: Scott Shick Chief JPO
 P.O. Box 218
 Minden, Nevada 89423

- 9. **NO OBLIGATION TO MAKE REFERRALS.** The parties acknowledge that nothing contained herein shall be interpreted to require or obligate Department or Provider to admit or cause the admittance of a patient to Provider, or to utilize their services.


The parties acknowledge that none of the benefits granted the parties under this Agreement is conditioned on any requirement or expectation that the parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. The parties further acknowledge that neither party is restricted from referring any service to, or to otherwise generating any business for any other Facility or Provider of their choosing.

10. MISCELLANEOUS

- A. **Authority.** Each individual signing this Agreement warrants that such execution has been duly authorized by each party for which he or she is signing. The execution and performance of this Agreement by each party has been duly authorized by all applicable laws and regulations and all necessary corporate or other action, and this Agreement constitutes the valid and enforceable obligation of each party in accordance with its terms. Notwithstanding the above, this Agreement shall not be binding upon Provider unless signed by Providers CEO.
- B. **Law.** This Agreement shall be governed by and construed in accordance with the laws in the State of Nevada.
- C. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior agreements and representations with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first stated above.

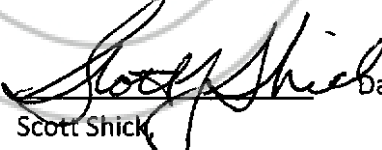
West Hills Hospital

 Dated 8/19/13
~~Steve Shell, CEO~~
 Allison Zedmer, CEO

Douglas County

 Dated 9-4-13
 Steve Mokrohisky,
 Douglas County Manager

Douglas County Juvenile Probation Department

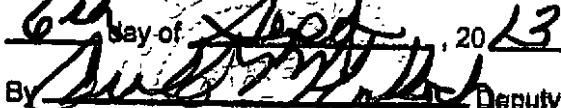
 Dated 8-12-13
 Scott Shick,
 Chief Juvenile Probation Officer

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

By  Deputy
 Day of Sept, 2013

