

Assessor's Parcel Number: N/A

Date: MARCH 3, 2016

Recording Requested By:

Name: HELGA, EAST FORK JUSTICE COURT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00031482201608776620140149

KAREN ELLISON, RECORDER

CONTRACT #2016.060

(Title of Document)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

AN AGREEMENT BETWEEN

THE EAST FORK JUSTICE SOBRIETY COURT

AND

NEW FRONTIER TREATMENT CENTER

FOR

ADULT RESIDENTIAL TREATMENT SERVICES

FILED
NO. 2016-062
2016 MAR 23 PM 12:15
DOUGLAS COUNTY
CLERK
Sobriety

This AGREEMENT is made and entered into this 14 day of February 2016, by and between East Fork Justice Sobriety Court, hereinafter "Court" and New Frontier Treatment Center, a non-profit Nevada corporation, hereinafter "Contractor".

WITNESSETH:

WHEREAS, the East Fork Justice Sobriety Court operates as a specialty court serving the needs of East Fork Township of Douglas County, State of Nevada; and

WHEREAS, it is deemed that Contractor possesses the necessary skills, education and experience to provide for professional treatment services to persons referred by the Court; and

WHEREAS, Contractor represents that it is duly qualified and able to render the services as hereinafter described;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

Article I
Scope of Services

1. Program Description

Contractor shall provide professional adult detoxification and residential treatment services at their Fallon, Nevada facility, upon order by the Judge.

Contractor will arrange for residential services for approved placements. All such placements must be ordered and approved for payment by the presiding Judge. Treatment may include 3 - 5 days of detoxification, if necessary, and residential programming of a duration, generally 45 days, depending upon client need. Should transportation costs be incurred in providing placement for residential services, the Sobriety Court agrees to

reimburse Contractor accordingly. The Court team will coordinate payment of the agreed upon compensation either through Court funds or from the client.

Article II
Changes or Modifications to Scope of Services

1. Changes or Amendments

Changes or amendments to any component of Article I, above, may be made at any time with prior written approval from the Court and Contractor. Requests for changes or amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reason(s) for the change. If such changes cause an increase or decrease in the Contractor's cost or time required for performance of any services under this Agreement, except as otherwise noted, an equitable adjustment limited to an amount within current Court appropriations shall be made and this Agreement shall be modified in writing accordingly.

- a) Any claim of the Contractor for an adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by the Contractor of notification of change unless the Judge grants a further period of time before the date of final payment under this Agreement.
- b) No services for which additional compensation will be charged by the Contractor shall be furnished without the written authorization of the Judge.

2. Communications/Notice

Any notice concerning the terms and conditions of this Agreement or amendments thereto from Contractor to Judge shall be in writing and be delivered, either personally, by mail (postage prepaid), by telegram, or facsimile (FAX) and shall be addressed as follows:

The Honorable Thomas E. Perkins
c/o Court Administrator, 9th Judicial District
East Fork Justice Court
1038 Buckeye Road
Minden, NV 90423

Notice to Contractor shall be in writing, and shall be delivered, either personally, by mail (postage prepaid), by telegram, or facsimile (FAX), and shall be addressed as follows:

New Frontier Treatment Center
P. O. Box 1240.
Fallon, NV 89407
Fax: (775) 423-4054
Attention: Lana Robards, Executive Director

Article III
Responsibility of Contractor

1. Engagement

Upon the terms and conditions of this Agreement, as herein stated, the Court hereby engages Contractor to provide the services described in Article I of this Agreement. Contractor accepts such engagement and agrees to faithfully and industriously perform all services in accordance with this Agreement. In connection with such engagement, Contractor agrees as follows:

- a) Contractor shall devote sufficient time and effort to its responsibilities as are necessary or expedient for the successful accomplishment of Contractor's obligations hereunder.
- b) Contractor agrees that it shall not render to others, nor allow any of its employees to render to others, any services of any kind, or engage in any other activity that would interfere with the performance of Contractor's duties under this Agreement, or compete in any way with the business of the Court.
- c) Contractor shall keep full, complete, and accurate accounts and records, consistent with prudent business practices, of all time spent in connection with Contractor's activities pursuant to this Agreement, and shall provide to the court all supporting documentation reasonably requested by the court to evidence Contractor's services hereunder. All such accounts and records shall be subject to inspection and audit by the drug court, or its authorized representative at any time upon reasonable advance written notice. All such information to be provided, however, will be limited to information related to direct costs incurred in the performance of Contractor's activities pursuant to this Agreement. While this may involve inspection of individual client treatment records, every effort will be made to preserve client confidentiality. When aggregated client statistics are utilized for the purpose of research and evaluation as directed by the Court, such statistics shall not be considered confidential and may be utilized as directed by the Court.
- d) Contractor warrants that no person employed by the Supreme Court, the State of Nevada, or any governmental agency within the State of Nevada has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, resulting from the award of this contract.

2. Contractor Procedures and Availability

Contractor agrees to the following:

- a) All clinical services are to be provided by certified or licensed substance abuse

counselors or licensed counselor interns under the supervision of an approved intern supervisor.

- b) All treatment services will be conducted within the scope of acceptable ethical and legal standards, as established by the State of Nevada Substance Abuse Prevention and Treatment Agency (SAPTA).
- c) Contractor shall schedule intake appointments for all clients referred within seven (7) working days of receipt of the referral.
- d) In the event that counselor capacity is reached, Contractor shall provide notice in writing to Judge and the Court team and Contractor will make reasonable efforts to provide additional counselors to handle Court participants.
- e) Contractor will provide the Court with approved written progress reports weekly if required.
- f) Contractor will complete a written Discharge Summary and Aftercare Plan on each program participant.

Article IV **Responsibility of Court**

1. Contract Administration

The Court will serve as the recipient and manager of funds appropriated specific to this project and will, in this capacity, be responsible for generating payments to the Contractor and coordinating the budget issues relative to this Agreement as directed by the Judge.

Under this Agreement, the presiding Court Judge will be the Honorable Thomas E. Perkins, East Fork Justice Court for the Ninth Judicial District Court. The Judge shall have the authority to answer questions and issue instructions; Contractor shall have the right to rely on such answers and instructions in the performance of work pursuant to this Agreement.

2. Acceptance of Work

The Judge shall have authority to review and approve Contractor's work on behalf of Court. In reviewing and approving work the Judge may apply the criteria listed below, as appropriate, to determine the acceptability of services provided:

- a) Professional quality of services;
- b) Timeliness of treatment activities;
- c) Consistency with generally accepted professional and technical standards for drug treatment.

3. Cooperation with Contractor

The Court agrees that his officers and employees will cooperate with Contractor in the performance of services under this Agreement and will be available for consultation with Contractor at such reasonable times with advance notice as to not conflict with their other

responsibilities.

Additionally, the court shall, without charge, furnish to or make available for examination or use by Contractor as it may request, any available data, including as examples only and not as a limitation:

- a) Copies of reports, surveys, records and other pertinent documents.
- b) Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulation, other documents, and information related to the services specified by this Agreement.

Article V Compensation and Terms of Payment

1. Compensation

Residential Services: The total amount payable to Contractor by East Fork Justice Sobriety Court, Douglas County, under this Agreement for performing the work hereinabove set forth in Article I (Scope of Services) will be calculated at a rate of Fifty and no/100 Dollars (\$50.00) per day per client for each approved residential admission. A treatment episode of thirty (30) days will be billed at the rate of One Thousand Five Hundred and no/100 Dollars (\$1,500.00). Assessment is required prior to admission. If the Court has a treatment provider in the Minden area that has already completed the assessment on each respective client, the Contractor will utilize that assessment and not incur any cost for this service. If the assessment has not been completed prior to admission, the total amount payable to Contractor by the Drug Court for assessments and/or evaluations under this Agreement will be One Hundred Fifty and no/100 Dollars (\$150.00) per client requiring these services. The completed Assessment/Evaluation will be provided to the Court for their records.

2. Method of Payment

Sobriety Court services are to be compensated as follows:

- A. The Court agrees to reimburse Contractor pursuant to the payment schedule delineated above. The Court further agrees to reimburse Contractor for any reasonable and necessary transportation costs as agreed upon with the Court team.
- B. Contractor shall be totally responsible for any representations and claims received on Contractor's behalf, which claims shall be made under penalties of perjury. Any culpability for false claims, statement or documents, omissions or concealment of material facts or obtaining money by false pretenses may be prosecuted under applicable federal or state law.

C. In the event the contract is terminated or not renewed by Contractor or Court, the Contractor will relinquish to Court all clinical records applicable to this Agreement. The Contractor will assist the Administrator in transitioning all clients to a new service provider.

3. Term of Contract

The term of this Agreement shall commence as of 4/23, 2016 and continue until 3/30, 2017. The Agreement may be renewed for additional years, at the discretion of the Contractor and Court.

4. Limitation of Liability

The liability of the Court under this Agreement shall not exceed the amounts owing for services that have been performed, but not paid to the Contractor, for this Agreement.

Contractor's total liability to Court and all liabilities arising out of or related to this Agreement, from any cause or causes, and regardless of the legal theory, including breach of contract, warranty, negligence, strict liability, or statutory liability, shall not, in aggregate, exceed the amounts paid to Contractor under this Agreement.

Article VI
General Provisions

1. Independent Contractor

Contractor and agents, employees of Contractor and any sub-contractors, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of Nevada. This Agreement is entered into in accordance with Nevada Revised Statutes 284.173, which provides in pertinent part:

There shall be no:

- a) Withholding of income taxes by the state;
- b) Industrial insurance coverage provided by the state;
- c) Participation in group insurance plans which may be available to employees of the state;
- d) Participation or contributions by either the independent contractor or the state to the public employees retirement system;
- e) Accumulation of vacation leave or sick leave;
- f) Unemployment compensation coverage provided by the state if the requirements of NRS 612.085 for independent contractors are met.

Contractor, by signing this Agreement, certifies that they are an independent contractor in accordance with the above referenced statutes.

2. Independent Activities

Nothing in this Agreement shall preclude Contractor or any of its personnel from having outside personal investments, other businesses and employment, and from devoting a reasonable amount of time to the care and attention thereof, subject to the provisions of Article III, Paragraph 1 (Engagement) above.

3. Binding upon Successors and Assigns

Each and all of the covenants, terms, provisions, and agreements contained herein shall be binding upon, and inure to the benefit of, the permitted successors, executors, heirs, representatives, administrators and assigns of the parties hereto.

4. Ownership of Results

Provided the East Fork Justice Sobriety Court, has paid all amounts due Contractor, any interest of Contractor in studies, reports, memoranda, computation sheets, questionnaires or surveys, raw data in any form, or other documents and/or recordings prepared by Contractor in connection with services to be performed under this Agreement shall become the property of the Court. Upon court's written request, Contractor shall provide court with any or all of these materials within thirty (30) calendar days. This paragraph does not apply to the software used by Contractor to perform the Services under this Agreement, but it does apply to all client and Sobriety Court data and records contained therein. Contractor and Court shall retain ownership of their respective, pre-existing intellectual property, including, without limitation, all inventions, discoveries, technology, trade secrets, ideas, data, processes, methods, techniques, know-how and other proprietary or confidential information, and no license therein, whether express or implied, is granted by this Agreement or as a result of the work performed hereunder.

Contractor acknowledges that the work product is the exclusive property of Court and shall not be used, reproduced or sold by Contractor without written permission by the presiding Court Judge. For intellectual property upon which the work product is based, however, Contractor shall retain a non-exclusive, unrestricted, royalty-free license (with the right to sublicense), for any and all purposes.

5. Copyright and Rights to Data

Court reserves the right to use and copyright, in whole or in part, all products produced pursuant to this Agreement with the exception of Contractor's software and proprietary documents.

6. Retention of Records

Contractor shall maintain all financial records, supporting documents, and all other records relating to performance and billing under this Agreement for a period of six (6) years. The six (6) year retention period commences on the date of the submission of the final payment. Records retention time will be extended when an audit is scheduled or in progress until after the audit is completed. Contractor also is obligated to provide reasonable protection

for the records against fire or other damage.

7. Right to Audit

Contractor shall permit the authorized representatives of Court, or their designee, to inspect and/or audit, at any reasonable time, all data and records relating to performance and billing to Court under this Agreement. All such information to be provided will be limited to information related to direct costs incurred in the performance of Contractor's activities pursuant to this Agreement. Any such audit shall be at Court's expense, shall be conducted by an independent certified public accountant or by Court's own personnel, and shall be conducted, upon thirty (30) days advance written notice, during Contractor's reasonable business hours and in such a manner as not to interfere with Contractor's normal business activities. In no event shall such audits be made more frequently than once per calendar year.

8. Confidentiality

In the performance of the work or services under this Agreement or in contemplation of this Agreement, Contractor may gain access to private or confidential information of the court, a trial court, a county, a city, or a third party that, if disclosed to third parties, may be damaging to the Judge, a trial court, a county, a city, the court or a third party. All information of this type that is disclosed by Judge, a trial court, a county, a city, or third party shall be held in confidence by Contractor and used only in performance of this Agreement.

The obligations of confidentiality will not apply to the extent that such confidential information: (a) was already known to Contractor, other than under an obligation of confidentiality, at the time of disclosure to Contractor; (b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to Contractor; (c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of Contractor in breach of this Agreement; (d) was disclosed to Contractor, other than under an obligation of confidentiality, by a third party; or (e) is independently developed by Contractor without reference to confidential information.

9. Indemnification

Contractor shall indemnify, defend, and save harmless Court and their officers, agents, and employees from any and all claims and losses accruing or resulting (a) to any and all other contractors, subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement provided such injuries to persons or damage to property are due to the negligence or intentional acts or omissions of Contractor in connection with this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Contractor in the performance of this Agreement; (b) from a third party claim of infringement of a U.S.

patent or copyright in Contractor's performance of this Agreement; or (c) from a third party claim pursuant to the terms or conditions of any agreement or contract by and between Contractor and such third party.

The Court shall indemnify, defend, and hold harmless Contractor and its officers, employees, and contractors from and against all losses and expenses by reason of liability imposed by law upon Contractor for damages because of bodily injury, personal injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property including loss of uses thereof, arising out of or in consequence of the performance of this Agreement, provided such injuries to persons or damage to property are due to the negligence or intentional acts or omissions of the AOC or Program in connection with this Agreement.

The party seeking indemnification shall (a) promptly notify the other party in writing of such claim, suit or proceeding; (b) give the indemnifying party the right to control and direct investigation, preparation, defense and settlement of any claim or proceedings; and (c) give assistance and full cooperation for the defense of same. The indemnifying party shall pay all resulting damages, costs, and expenses including attorney fees, finally awarded to a third party, but such party shall not be liable for such amounts, or for settlements incurred by the other party, without the indemnifying party's written authorization.

If a claim, suit or proceeding regarding infringement has occurred, or in Contractor's opinion, is likely to occur, Contractor shall, at its election and expense, obtain for Court the right to continue use of such allegedly infringing item, replace this item with an item equivalent in function and performance, or modify the item so it is not infringing, or remove such item from this Agreement if it does not affect the ability of Contractor to perform the requirements of this Agreement. Notwithstanding any other provisions hereof, the foregoing indemnity shall not apply with respect to any infringement based on the Court's activities occurring subsequent to its receipt of notice of any claimed infringement unless Contractor shall have given written permission to continue to use the allegedly infringing item. The foregoing states the sole and exclusive remedy of the Court with respect to infringement or claims of infringement of any patent, copyright, trade secret or other intellectual property right by the work performed or any part thereof.

10. Waiver of Consequential Damages

In no event will Contractor be liable to Court or any third party or will Court or any third party be liable to Contractor for any indirect, special, or consequential damages including, without limitation, any loss of income, loss of profits, loss of revenue, or loss of use of equipment or loss of use of data, even if Contractor or Court have been advised of the possibility of such damages, arising out of or in connection with this Agreement.

11. Major Force

If the performance of this Agreement, or any obligation thereunder is prevented or delayed

by reason of fire, flood, earthquake, explosion or other casualty or accident, strikes or labor disputes, war or other violence, any law, order, regulation or the like of any governmental agency, or any other act or conditions beyond the reasonable control of the affected party, the party so affected, upon giving prompt written notice to the other party, shall be excused from performance, provided however that the affected party shall resume performance as soon as possible.

12. Americans with Disabilities Act

By signing this Agreement, Contractor assures Court that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 USC Sec. 012101 *et. seq.*) which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

13. Nondiscrimination Clause

In connection with the performance of work under this Agreement, Contractor and its subcontractors shall agree not to discriminate against any employee or offer for employment because of race, national origin, ancestry, creed, color, sex, marital status, religion, age, medical condition, disability or handicap condition (including AIDS and AIDS-related conditions).

This provision shall include, but not be limited to, the following: employment; subcontracts; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and, selection for training, including apprenticeship. Non-discrimination notices must be posted to inform clients and employees of the Contractor's and subcontractor's non-discrimination policies and practices. These paragraphs shall be included in all subcontracts.

14. National Labor Relations Board Certification

By executing this Agreement, Contractor certifies under penalty of perjury under the laws of the State of Nevada that no final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of the National Labor Relations Board.

15. Drug-Free Workplace

Contractor certifies that it will provide a drug-free workplace.

16. Dispute Resolution (Arbitration)

The parties to this Agreement shall in good faith resolve disputes through negotiations between the Judge and a principal of Contractor, and their respective counsel.

Any dispute, arising from the Agreement, unresolved by negotiations between the above parties and their respective counsel, shall be resolved through arbitration in Minden, Nevada, in accordance with the rules of the American Arbitration Association. Judgment on any award so rendered may be entered in any court of competent jurisdiction.

The decision of the arbitrator may be submitted to judicial review by any party pursuant to the laws of Nevada.

17. Termination for Cause

The Court may terminate this Agreement and be relieved of any further payment of consideration due to Contractor in the event Contractor fails to perform any material provisions of this Agreement at the time and in the manner provided. Contractor may terminate this Agreement for nonpayment by the Court. The non-breaching party shall give written notice of such breach and the other party shall have fifteen (15) days in which to cure such breach or default. If at the end of such fifteen (15) day cure period, the default has been cured, this Agreement shall not be terminated. If at the end of such fifteen (15) day cure period the breach or default has not been cured, the non-breaching party may, by written notice to the other parties, terminate this Agreement immediately. If this Agreement is terminated for a material breach, the court may proceed with the work in any manner they deems proper. The cost to the Court to perform this Agreement in the event of Contractor's material breach shall be deducted from any sum still due Contractor under this Agreement, and the balance, if any, shall be paid to Contractor upon demand.

In the event the Agreement is terminated by Contractor for nonpayment by the Court, all sums due Contractor shall become due and payable immediately.

18. Termination for Other Than Cause

In addition to its right to terminate under Article VI, Paragraph 17 (Termination for Cause), the court may terminate this Agreement at any time by giving Contractor written notice at least ten (10) calendar days before the effective date of the termination. Upon receipt of the termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise.

If the court terminates all or a portion of this Agreement for convenience, Court shall pay Contractor, as directed by the court, the fair value of satisfactory services rendered prior to said termination, but not more than the maximum Agreement amount.

19. Attorney Fees

In the event any action or arbitration is instituted by a party in connection herewith, including, without limitation, any appeal of such action, any post-judgment actions (including but not limited to actions to enforce any such judgment), and any bankruptcy proceedings related hereto, the prevailing party shall be entitled to its attorney fees, costs

and expenses incurred in connection therewith. The provisions of the immediately preceding sentence shall survive and shall not be merged with any judgment and shall be severable from all other provisions hereof.

20. Applicable Law

This Agreement shall be subject to and construed in accordance with the laws of the State of Nevada.

21. Severability

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

22. Workers Compensation Insurance

Contractor shall provide and maintain workers compensation insurance as required by law and provide proof of insurance as required by NRS 616B.627. In the event of cancellation of any insurance coverage, the Contractor shall immediately notify Court or Judge of such cancellation. The Contractor shall provide Court or Judge with written notice at least ten (10) days prior to any change in the insurance required under this subsection.

The Contractor shall also require that each of its subcontractors maintain workers compensation insurance coverage as specified above or provide coverage for each subcontractor's liability to its employees. The provisions of this clause shall not be deemed to limit the liability or responsibility of the Contractor or any of its subcontractors hereunder.

23. Survival

The following paragraphs shall survive termination or expiration of this Agreement: Article VI, Paragraph 3 (Binding upon Successors and Assigns), Article VI, Paragraph 4 (Ownership of Results), Article VI, Paragraph 5 (Copyright and Rights to Data), Article VI, Paragraph 6 (Retention of Records), Article VI, Paragraph 7 (Right to Audit), Article VI, Paragraph 8 (Confidentiality), Article VI, Paragraph 16 (Dispute Resolution (Arbitration)), Article VI, Paragraph 19 (Attorney Fees), Article VI, Paragraph 20 (Applicable Law) and Article VI, Paragraph 23 (Survival).

24. Waiver

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce said provisions later.

25. Terminology/Headings

Whenever the context so requires herein, the masculine, feminine and neuter genders, and the singular and plural numbers, respectively, shall each include the others. As used in the

Agreement: the term "and/or" as used herein means one or the other or both, or any one or all, or any combination of the things or persons in connection with which the words are used; the term "person" includes individuals, partnerships, corporations, limited liability companies and other entities of any kind or nature; and the terms "herein," "hereof," "hereunder," and similar terms refer to this Agreement in its entirety and are not limited to any specific provisions.

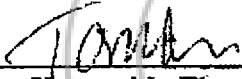
The paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of any such paragraph nor in any way affect this Agreement.

26. Entire Agreement

This Agreement contains the entire, final, complete, and exclusive understanding of the parties covering the subject matter under this Agreement. No prior or contemporaneous statement or representation, whether oral or written, has been relied upon by the parties, except as expressly stated herein. No changes, amendments, or alterations shall be effective unless in writing and signed by the parties as provide for under Article II, Paragraph 1 (Changes or Amendments).

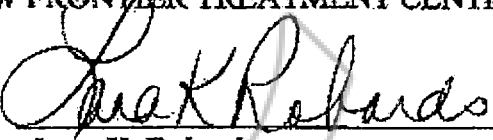
IN WITNESS WHEREOF, the parties hereto have executed this Agreement and intend to be legally bound thereby.

EAST FORK JUSTICE SOBRIETY COURT

By: 
The Honorable Thomas E. Perkins
Presiding Sobriety Court Judge

Date: 2/23/16

NEW FRONTIER TREATMENT CENTER

By: 
Lana K. Robards
Executive Director

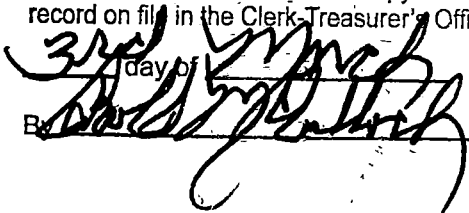
Date: 2/23/2016

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

3rd day of March 2016
By:  Deputy