

Assessor's Parcel Number: N/A

Date: APRIL 14, 2016

Recording Requested By:

Name: HELGA, EAST FORK JUSTICE COURT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



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KAREN ELLISON, RECORDER

 COOPERATIVE AGREEMENT #2016.080
(Title of Document)

Cooperative Agreement

Between

Vitality Unlimited

And

Douglas County East Fork Justice Court

FILED
NO. 2016.080
2016 APR 13 PM 3:30
DOUGLAS COUNTY
CLERK
BY [Signature] DEPUTY

THIS AGREEMENT is made and entered into this 28th day of January, 2016 by and between Vitality Unlimited, (hereinafter called "VITALITY") and the Douglas County East Fork Justice Court (hereinafter called "the Court").

WHEREAS, the Court wishes to utilize VITALITY's Residential Treatment for its participants in Sobriety Court.

AND WHEREAS, VITALITY is willing to provide Residential Treatment to Sobriety Court participants.

NOW THEREFORE, in consideration of mutual promises and covenants, the parties agree as follows:

I. Responsibilities of VITALITY:

- A. Assign an appropriately credentialed substance abuse clinician to provide substance abuse assessment and counseling at VITALITY (3740 Idaho Street, Elko, Nevada, 89803 or Vitality Carson City, at 900 E. Long Street, Carson City, Nevada 89701) for Sobriety Court participants ordered to complete the VITALITY program. Scheduling of client assessment and admission will be the responsibility of VITALITY.
- B. Adhere to the Court's special requirements for client participation including, but not limited to, progress reporting, off-site passes, and visitation.
- C. Appoint an individual to serve as liaison to the Court.
- D. Agree to follow generally accepted professional standards, protocols and guidelines governing the provision of any services.
- E. Comply with VITALITY, Nevada Board of Examiners for Alcohol, Drug and Gambling Counselors and the Nevada Department of Public and Behavioral Health applicable quality assurance, documentation, records management, billing, continuity of care, confidentiality, patient care standards, guidelines, policies and procedures.
- F. Comply with all federal, state, and local laws.

II. Responsibilities of the Court:

- A. Provide adequate information to ensure VITALITY staff assigned to the Sobriety Court are familiar with the Sobriety Court applicable policies, procedures and guidelines.
- B. Appoint an individual to serve as liaison to VITALITY.

III. Mutual Responsibilities of VITALITY and the Court:

- A. Agree to make available to each other, written, verbally or electronically, appropriate client/participant information, including but not limited to admission and discharge data. Any exchange of such information shall comply with all applicable federal state and local laws, rules and regulations including Health Insurance Portability and Accountability act of 1996 (HIPAA).
- B. Agree to ensure the confidentiality and security of protected client/participant information including the safeguarding of written electronic materials and to comply with the applicable federal, state and local laws, rules and regulations including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

IV. Terms:

- A. The initial term shall be February 1, 2016 to January 31, 2017 and will extend on the expiration date for up to two (2) additional one (1) year periods by written agreement between both entities.

- B. Cost of Residential treatment is \$100.00 per participant, per overnight stay, with a maximum charge per participant of \$3,000; provided, that the parties may agree to continue treatment beyond 30 days for an additional charge of \$100.00 per day. Detoxification services cost \$250.00 per day and are in addition to the maximum charge per patient. Billing will be submitted to the Court by the 5th business day of each month.
- C. VITALITY agrees to reimburse Court for all sums paid by Court that are later covered by a participant's insurance carrier and paid to VITALITY by the insurance carrier.
- D. Either party may terminate this agreement without cause by giving the party forty five (45) day written notice of their intent to terminate this Agreement as of a specified date.

V. **Acceptance of this Agreement:**

This agreement shall not be considered accepted approved, or otherwise effective until the statutorily or administratively required approvals and certifications, if any, have been given.

VI. **Modifications:**

The parties agree to the full and complete performance of the mutual covenants contained herein and that this agreement constitutes the sole agreement between the parties; and no amendments, changes, additions, deletions, or modifications to or of this agreement shall be valid unless reduced to writing, signed by the parties and attached hereto.

VII. **Excuse of Non-Performance:**

VITALITY shall not be liable to the Court nor shall the Court be liable to VITALITY for failure to perform its obligations if and to the extent that such failure results from causes beyond reasonable control which interrupt operations. These events, all of which causes beyond reasonable control which interrupt operations. These events, all of which causes hereinafter are called "force Majeure," include, but are not limited to, strikes, lockouts, riots, fires, floods or other weather conditions, natural disasters, acts of God, acts of public enemy, or compliance with any regulations, orders or requirements of any duty authorized governmental body or agency. If either party is unable to perform as a result of force majeure, it shall promptly notify the other in writing of the beginning and estimated ending of each such period.

VIII. **Assignment:**

Neither party shall voluntarily subcontract or assign any of their respective rights, duties or obligations hereunder without thee first obtaining the other party's written consent; provided however, such consent shall not be unreasonably withheld.

IX. **Notices:**

All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt), provided that a copy is mailed, or (c) when received by the addressee, if sent by nationally recognized overnight delivery service, in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a party may designate by notice to the other party):

If to VITALITY:

Vitality Unlimited
3740 Idaho Street
PO Box 2580
Elko, Nevada, 89803

If to the Court:

Douglas County Judicial Services Department
Attn. Bobbie Williams, Court Administrator
Post Office Box 218
Minden, Nevada, 89423

X. Amendments and Modifications:

This agreement may not be amended or modified orally, but only by an agreement in writing signed by the parties hereto.

XI. Governing Law:

This Agreement will be governed by the laws of the state of Nevada without regard to conflicts of laws principles excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

IN TESTIMONY WHEREOF, the hands and seal of the parties are affixed hereto:

DOUGLAS COUNTY EAST FORK JUSTICE COURT

VITALITY UNLIMITED

Tom Perkins 4/6/16
Tom Perkins Date

By: Dorothy J. Dexter [Signature]
By: Dorothy J. Dexter Date

East Fork Justice of the Peace
Title

Chief Financial Officer
Title

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

14th day of April, 2016

By [Signature] Deputy