

Assessor's Parcel Number:  N/A

Date:  NOVEMBER 29, 2017

Recording Requested By:

Name:  SCOTT SHICK, JUVENILE PROBATION

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$  N/A



00065512201709074780170175

KAREN ELLISON, RECORDER

AMENDED AGREEMENT #2017.231

(Title of Document)

First Amendment to the  
Agreement For:  
DRUG AND ALCOHOL ASSESSMENTS, TREATMENT AND COUNSELING FOR THE  
JUVENILE PROBATION DEPARTMENT, DOUGLAS COUNTY,

BETWEEN

DOUGLAS COUNTY  
ON BEHALF OF THE DOUGLAS COUNTY JUVENILE PROBATION DEPARTMENT, NINTH JUDICIAL  
DISTRICT COURT  
P.O. BOX 218  
MINDEN, NV 89423  
PH#: 775-782-9821

AND

CLARITY COUNSELING SERVICES, LLC  
613 E. SPEAR ST.  
CARSON CITY, NV 89701

NOV 29 2017 12:59 PM  
DOUGLAS COUNTY  
CLERK  
FILED  
NO. 2017-231

On October 11, 2017, Douglas County, a political subdivision of Nevada on behalf of the Douglas County Juvenile Probation Department, Ninth Judicial District Court, Douglas County, Nevada, (hereafter "County") through the Douglas County Manager and Clarity Counseling Services, LLC (hereafter "Contractor") entered into a professional services contract for drug and alcohol treatment services for youth. The County and Contractor are at times collectively referred to hereinafter as the "Parties or individually as the "Party."

WHEREAS, the Parties pursuant to paragraph 16-Modification of Agreement desire to amend the professional services contract (hereafter "Agreement") to expand the services provided by the Contractor, to include outdoor education, group counseling, adventure based counseling and sober leisure activities for youth in need of supervision or who have been declared delinquent; and

WHEREAS, it is deemed that the additional services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County's youth; and

WHEREAS, Contractor represents that it is duly qualified, equipped, staffed, ready, willing and able to perform and render the professional services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree to amend the Agreement, attached and incorporated herein as Exhibit "A" with new language *italicized and underlined* and deleted language shown with a ~~strikethrough~~, as follows:

**2. SERVICES TO BE PERFORMED.** Contractor shall provide the following professional drug and alcohol treatment services to those youths referred by Douglas County's Juvenile Probation Department, including but not limited to: performing and providing drug and alcohol assessments and treatment plans; provide individual and group drug and

alcohol counseling as needed; provide monthly written progress reports on youth receiving counseling; will actively cooperate and communicate with each individual youth's Juvenile Probation Officer on a weekly basis, or more frequently as needed, either through telephonic conferences or electronic mail and will provide court testimony on request of the Juvenile Probation Department or Ninth Judicial District Court for the State of Nevada.

Contractor shall also offer and provide experiential education services to those youth referred by the Douglas County Juvenile Probation Department, including but not limited to: indoor and outdoor activities, trust exercises, experiential games, problem solving exercises, rope course sessions, community service activities, learning projects and outdoor overnight expeditions. All experiential education services to be provided must be reviewed for content appropriateness, safety, staffing levels and must be approved by the Juvenile Probation Department prior to implementation. Additionally, Contractor must work in conjunction with the Juvenile Probation Department and its Outdoor Intervention staff in providing these service.

All professional services will be performed by Jeremy Batten, LDAC.

**3. PAYMENT FOR SERVICES.** Contractor agrees to provide the professional drug and alcohol treatment services set forth in paragraph 4 at a cost of \$70.00 per hour. Contract agrees to provide the professional experiential education services set forth in paragraph 4 at a cost of \$20.00 per hour. The total cost of the amended agreement for all services shall not exceed twenty-five thousand dollars (\$125,000.00) in a fiscal year.

**6. LICENSING AND PROFESSIONAL LIABILITY INSURANCE.** Contractor agrees that Jeremy Batten will maintain his Nevada drug and alcohol counselors license (LDAC) in good standing for the duration of this Agreement. Contractor agrees that Jeremy Batten, will obtain and hold current throughout the term of this Agreement the following: Wilderness First Responder Certification from a nationally recognized leadership school, Challenge Course Manager Level 2 Certification from the Association of Challenge Course Technology, and will read, sign and follow the Douglas County Juvenile Probation Department Emergency Response Procedures for the Outdoor Intervention Program. Any complaints filed against the Mr. Batten arising out of his duties as a counselor or experiential education provider must be reported to the County. Contractor must also maintain professional liability insurance in an amount of not less than one million dollars (\$1,000,000). A copy of Contractor's counselor license and professional liability coverage shall be provided to the County upon Contractor signing this Agreement.

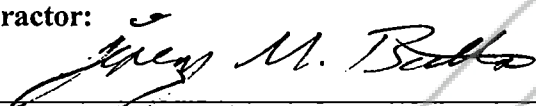
22. Contractor certifies that it is not engaged in a boycott of Israel, as defined in Senate Bill 26 of the 79<sup>th</sup> Session of the Nevada Legislature as incorporated into NRS Chapter 332. Independent Contractor further agrees and certifies that it will not engage in such a boycott of Israel for the duration of this Contract.

23. The Recitals are hereby incorporated into this Amended Agreement.


24. The terms and obligations as stated in Exhibit "A" are also incorporated herein to the extent they are not amended nor contradict the terms or intent of this Amendment. The provisions of this Amendment control as to any inconsistencies or discrepancies which may arise as to the interpretation of the terms and obligations as stated in Exhibit "A."

IN WITNESS WHEREOF, the parties hereto have caused this First Amended Agreement for Experiential Education Services for the Juvenile Probation Department, Douglas County to be signed and intend to be legally bound thereby.

Contractor:

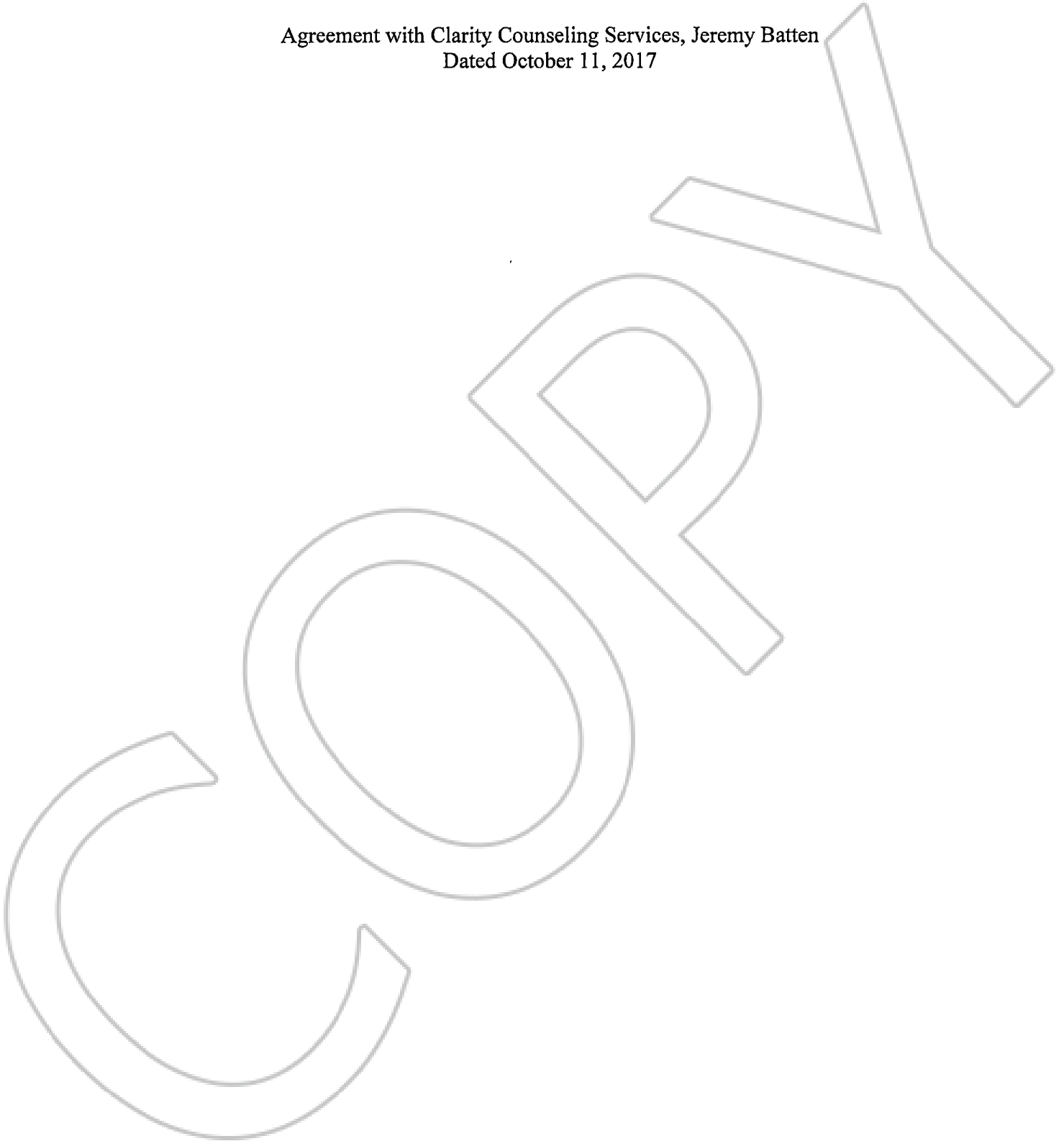
 11/15/17  
\_\_\_\_\_  
Clarity Counseling Services, LLC  
President, Jeremy Batten, LDAC (date)

County:

 11/28/17  
\_\_\_\_\_  
Lawrence A. Werner  
Douglas County Manager  
County (date)

**EXHIBIT A**

Agreement with Clarity Counseling Services, Jeremy Batten  
Dated October 11, 2017



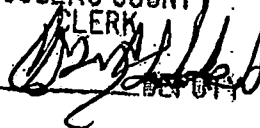


FILED

NO. 2017-12

2017 OCT 12 AM 9:18

DOUGLAS COUNTY  
CLERK



**Agreement For Professional Services:  
DRUG AND ALCOHOL ASSESSMENTS, TREATMENT AND COUNSELING FOR THE  
JUVENILE PROBATION DEPARTMENT, DOUGLAS COUNTY,**

**BETWEEN**

**DOUGLAS COUNTY**  
**ON BEHALF OF THE DOUGLAS COUNTY JUVENILE PROBATION DEPARTMENT, NINTH JUDICIAL**  
**DISTRICT COURT**  
**P.O. Box 218**  
**MINDEN, NV 89423**  
**PH#: 775-782-9821**

**AND**

**CLARITY COUNSELING SERVICES, LLC**  
**613 E. SPEAR ST.**  
**CARSON CITY, NV 89701**

This Agreement for Services by an Independent Professional Services (hereafter "Agreement") is entered into by and between Douglas County, a political subdivision of Nevada on behalf of the Douglas County Juvenile Probation Department, Ninth Judicial District Court, Douglas County, Nevada, (hereafter "County") through the Douglas County Manager and Clarity Counseling Services, LLC (hereafter "Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, the County on behalf of the Ninth Judicial District Court, pursuant to Nevada Revised Statutes maintains and funds a Juvenile Probation Department, which is committed to reducing willful recidivism by youth who use and abuse drugs and alcohol; and

WHEREAS, Clarity Counseling Services is licensed in the State of Nevada, employs State of Nevada licensed alcohol and drug counselor(s), and hereby agrees to provide drug and alcohol, assessments, treatment plans, individual and group counseling, and progress reports for youth served by the Douglas County Juvenile Probation Department, who use and abuse drugs and alcohol; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County's youth; and

WHEREAS, Contractor represents that it is duly qualified, equipped, staffed, ready, willing and able to perform and render the professional services hereinafter described;

**NOW, THEREFORE,** in consideration of the agreements herein made, the parties mutually agree as follows:

**1. EFFECTIVE DATE OF AGREEMENT.** This Agreement shall be effective October 1, 2017, and will terminate on June 30, 2018. Thereafter this Agreement may be extended

on an annual basis for 12-month terms provided funding is available and both parties agree in writing. If extended, all provisions of this Agreement shall continue.

**2. SERVICES TO BE PERFORMED.** Contractor shall provide the following professional drug and alcohol treatment services to those youths referred by Douglas County's Juvenile Probation Department, including but not limited to: performing and providing drug and alcohol assessments and treatment plans; provide individual and group drug and alcohol counseling as needed; provide monthly written progress reports on youth receiving counseling; will actively cooperate and communicate with each individual youth's Juvenile Probation Officer on a weekly basis, or more frequently as needed, either through telephonic conferences or electronic mail and will provide court testimony on request of the Juvenile Probation Department or Ninth Judicial District Court for the State of Nevada. All professional services will be performed by Jeremy Batten, LDAC.

**3. PAYMENT FOR SERVICES.** Contractor agrees to provide the professional services set forth in paragraph 4 at a cost of \$70.00 per hour. The total cost shall not exceed \$15,000.00 in a fiscal year.

**4. INDEPENDENT CONTRACTOR STATUS.** The parties agree that the Contractor shall have the status of and shall perform all work under this agreement as an independent Contractor. The parties also agree that this agreement incorporates and applies the provisions of NRS 333.700 et. al., as necessarily adapted, to the parties, including that Contractor is not a County employee and that there shall be:

- (1) No withholding of income taxes by the County;
- (2) No industrial insurance coverage provided by the County;
- (3) No participation in group insurance plans which may be available to employees of the County;
- (4) No participation or contributions by either the Contractor or the County to the public employee's retirement system;
- (5) No accumulation of vacation leave or sick leave provided by the County;
- (6) No unemployment compensation coverage provided by the County; and
- (7) The Contractor is not in the classified or unclassified service of the County and has none of the rights or privileges available to officers, employees or other appointees of the County.

**5. INDUSTRIAL INSURANCE.**

A. Contractor further 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 appointment and in accordance with NRS §616B.627, to provide the County with the following written statement from a qualified insurer to the County that states the following:

*Clarity Counseling Services, LLC, has entered into a contract with the Ninth Judicial District Court, Douglas County to perform drug and alcohol treatment services for youth from October 1, 2017 to June 30, 2018, and is in compliance with the provisions of NRS Chapters 616A to 616D, inclusive. Attached is a certificate of that coverage. Any lapse*



*in coverage or nonpayment of coverage shall be reported to the County by the qualified insurer. The certificate and notice should be mailed to:*

*Douglas County Manager & Chief Juvenile Probation Officer  
Post Office Box 218  
Minden, Nevada 89423*

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the appointment. If Contractor does not maintain coverage throughout the entire term of the appointment, then he must immediately notify the County and must stop work until coverage is provided or the Agreement is terminated. There will be no compensation provided to Contractor during the time the coverage is not provided or has lapsed.

**6. LICENSING AND PROFESSIONAL LIABILITY INSURANCE.** Contractor agrees that Jeremy Batten will maintain his Nevada drug and alcohol counselors license (LDAC) in good standing for the duration of this Agreement. Any complaints filed against the Mr. Batten arising out of his duties as a counselor must be reported to the County. Contractor must also maintain professional liability insurance in an amount of not less than one million dollars (\$1,000,000). A copy of Contractor's counselor license and professional liability coverage shall be provided to the County upon Contractor signing this Agreement.

**7. TERMINATION OF AGREEMENT.** This Agreement may be terminated by either party without cause prior to the date set forth in paragraph (1), provided the termination shall not become effective until 30 days after a party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by the County.

**8. NON-APPROPRIATION.** All payments under this Contract are contingent upon the availability to the County of the necessary funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations under this Contract shall not exceed those monies appropriated and approved by Douglas County for this Contract for the then current fiscal year under the Local Government Budget Act. This Contract shall terminate and Douglas County's obligations under it shall be extinguished if Douglas County fails to appropriate monies. Nothing in this Contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by Douglas County under this Contract that are not paid to Contractor shall automatically revert to Douglas County's discretionary control upon the completion, termination, or cancellation of the agreement. Douglas County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

**9. CONFIDENTIALITY.** This Agreement contemplates that Contractor will have confidential information made known to him which is not known to the general public. Contractor is under a duty to retain confidential information disclosed by the County or

clients, subject only to disclosure as authorized by the client or by court order, court rule or state or federal law. Contractor must comply with all provisions of the Health Information Portability and Accountability Act as set forth in Attachment A, incorporated herein.

**10. INDEMNITY.** Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Agreement by Contractor.

**11. CONSTRUCTION OF AGREEMENT.** This agreement shall be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The mediator and court will recognize any offers of judgment made by a Party pursuant to Nevada law.

**12. COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this agreement.

**13. ASSIGNMENT.** Contractor shall not assign any rights or obligations or duties under this Agreement.

**14. COUNTY INSPECTION.** The books, records, documents and practices of Public Contractor related to this Agreement shall be subject to inspection, examination and audit by the County, State and Federal authorities or any authorized representative of those entities.

**15. PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 239.030, or any governmental entity.

**16. MODIFICATION OF AGREEMENT.** This Agreement constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties.

**17. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this agreement.

**18. STANDARD OF CARE.** Contractor will perform all services in a manner consistent with any applicable licensing or professional rules and with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

**19. THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

**20. NOTICES.** All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as set forth above (or any other address that the Party to be notified may have designated to the sender by like notice).

**21. CONFLICT OF INTEREST.** By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the Chief Juvenile Probation Officer, Douglas County. In the event of a breach of this provision, County may immediately withdraw, without penalty or any payment, from the Agreement. Contractor must notify County of any other contracts or projects Contractor is working on that may impact Douglas County.

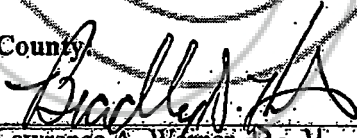
*IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Drug and Alcohol Assessments, Treatment and Counseling for the Juvenile Probation Department, Douglas County to be signed and intend to be legally bound thereby.*

**Contractor:**

  
Clarity Counseling Services, LLC  
President, Jeremy Batten, LDAC

10/05/2017  
(date)

**County:**

  
Lawrence A. Werner  
Douglas County Manager  
County

10/11/2017  
(date)

HEALTH INFORMATION PORTABILITY AND ACCOUNTABILITY ACT

ATTACHMENT A

1. DEFINITIONS.

- 1.1 Contractor shall mean Clarity Counseling Services, LLC.
- 1.2 Covered Entity shall mean Douglas County Juvenile Probation Department.
- 1.3 Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- 1.4 Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- 1.5 Protected Health Information shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Contractor from or on behalf of Covered Entity.
- 1.6 Required by Law shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- 1.7 Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.
- 1.8 Service Agreement or Agreement shall mean that certain agreement between Contractor and Covered Entity.

2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR

- 2.1 Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by Law.
- 2.2 Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- 2.3 Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- 2.4 Contractor agrees to report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement or which it becomes aware.
- 2.5 Contractor agrees to ensure that any agent, including a sub-contractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of Covered Entity agrees to the same restrictions and conditions restrictions that apply through this Agreement to Contractor with respect to such information.

- 2.6 Contractor agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- 2.7 Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
- 2.8 Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- 2.9 Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with CFR 164.528.
- 2.10 Contractor agrees to provide to Covered Entity or an Individual in time and manner designated by Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

### 3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

- 3.1 General Use and Disclosure Provisions: Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, a Covered Entity for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity, or violate the minimum necessary policies and procedures of Covered Entity, for the purpose of performing the Service Agreement.
- 3.2 Specific Use and Disclosure Provisions:
- 3.2.1 Except as otherwise limited in this Agreement, Contractor may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Contractor.
- 3.2.2 Except as otherwise limited in this Agreement, Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or

further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

- 3.2.3 Except as otherwise limited in this Agreement, Contractor may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- 3.2.4 Contractor may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 164.502(j)(1).

#### 4. OBLIGATIONS OF COVERED ENTITY

- 4.1 Covered Entity shall notify Contractor of any limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of Protected Health Information.
- 4.2 Covered Entity shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- 4.3 Covered Entity shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that the same may affect Contractor's use or disclosure of Protected Health Information.
- 4.4 Permissible Requests by Covered Entity: Covered entity shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity (unless permitted for a Contractor under the Rule for data aggregation or the management and administrative activities of Contractor.)

#### 5. TERM AND TERMINATION

- 5.1 Term. The Term of this Agreement shall be effective as of the date first written above, and shall terminate when all of the Protected Health Information provided by Covered Entity to Contractor, or created or received by Contractor on behalf of the Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section. Termination of this Agreement shall automatically terminate the Service Agreement.
- 5.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Contractor, Covered Entity shall provide an opportunity for Contractor to cure the breach or end the violation, and Covered Entity shall:
  - 5.2.1 Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by Covered Entity, or
  - 5.2.2 Immediately terminate this Agreement if Contractor has breached a material

Reviewed and acknowledged by: Jeremy Baker, President  
 Garity Counseling Services, LLC  
 Contractor  
 (date) 10/25/2017

6.1 Regularly References, a reference in this Agreement to a section in the Privacy means the section as in effect or as amended, and for which compliance is required.

6.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of Public Law 104-191.

6.3 Survival. The respective rights and obligations of Contractor under Section 5.3 of this Agreement shall survive the termination of this Agreement.

6.4 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

6. MISCELLANEOUS

5.2.3 If neither termination nor cures are feasible, Covered Entity will report the violation to the Secretary.

5.3 Effect of Termination.

5.3.1 Except as provided in the following paragraph, upon termination of this Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Contractor on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subContractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

5.3.2 In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

**AFFIDAVIT**

I, JEREMY M. BATTER, on behalf of my company, CLARITY COUNSELING SERVICES LLC, being duly sworn, depose and declare:

- 1) I am a Sole Proprietor;
- 2) I will not use the services of any employees in the performance of this contract;
- 3) I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
- 4) I am otherwise in compliance with the terms, conditions and provisions of NRS chapters 616A-616D.

I release Douglas County and Douglas County from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

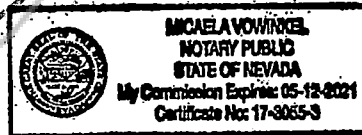
Signed this 05 day of OCTOBER, 2017.

Jeremy M. Batten  
 Signature  
 State of Nevada  
 County of Douglas

On this 5 day October, 2017, before the undersigned Notary Public, personally appeared Jeremy M. Batten having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledge that \_\_\_\_\_ executed it. nm

Witness my hand and official seal.

Michaela Vowinkel  
 Notary's Signature



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

12th day of October, 2017  
 By [Signature] Deputy



COPY

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

22<sup>nd</sup> day of Nov, 2017  
By [Signature] Deputy