

CONTRACT FOR PROFESSIONAL SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA
ON BEHALF OF THE DOUGLAS COUNTY JUVENILE PROBATION DEPARTMENT,
Ninth Judicial District Court
P.O. Box 218
Minden, NV 89423
Ph#: 775-782-9811

AND

Three Peaks Therapy, LLC
1677 Lucerne Street, Ste. B
Minden, NV 89423
775-783-8080

[Handwritten Signature]
DOUGLAS COUNTY
CLERK
JENNIFER

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FILED
#0-2018-178

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, on behalf of the Douglas County Juvenile Probation Department, Ninth Judicial District Court (hereafter "Douglas County") and Three Peaks Therapy, LLC, licensed in the State of Nevada #NV20081055548 ("Contractor"). Douglas County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors for professional services as allowed by Nevada Revised Statutes 332.115; and

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

WHEREAS, Contractor represents that he or she is duly qualified, equipped, staffed, ready, willing and able to perform and render the personal services hereinafter described;

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

1. EFFECTIVE DATE AND TERM OF CONTRACT. This Contract shall be effective July 1, 2018, and will terminate on June 30, 2019.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Contractor shall have the status of an independent contractor and that this Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the

Parties, including that Contractor is not a Douglas County employee and that:

There shall be no:

- (A) Withholding of income taxes by Douglas County;
- (B) Industrial insurance coverage provided by Douglas County;
- (C) Participation in group insurance plans which may be available to employees of Douglas County;
- (D) Participation or contributions by either the Contractor or Douglas County to the public employees' retirement system;
- (E) Accumulation of vacation leave or sick leave;
- (F) Unemployment compensation coverage provided by Douglas County if the requirements of NRS 612.085 for independent contractors are met.

3. INDUSTRIAL INSURANCE. Contractor further agrees, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of Douglas County to make any payment under this Contract, to provide Douglas County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees, prior to commencing any work under the Contract, to complete and provide evidence to Douglas County that Contractor has made the following written request to a qualified insurer:

Three Peaks Therapy, LLC, has entered into a contract with Douglas County to perform work from July 1, 2018 to June 30, 2019 and requests that the insurer provide to Douglas County: (1) a certificate of coverage issued pursuant to NRS 616B.627 and (2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain.

The certificate and notice should be mailed to:

Douglas County Manager
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain coverage throughout the entire term of the Contract, Contractor agrees that Douglas County may, at any time the Contractor does not maintain coverage, order the Contractor to stop work, suspend the Contract, or terminate the Contract. For each six-month period this Contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to a qualified insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that Douglas County may order the Contractor to stop work, suspend the Contract, or terminate the Contract.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he or she is a sole proprietor and that:

- A. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions, and provisions of Chapters 616A to 616D, inclusive, of NRS; and
- B. Is otherwise in compliance with those terms, conditions, and provisions.

4. SERVICES TO BE PERFORMED. The Parties agree that the personal services to be performed are as follows: Three Peaks Therapy, LLC agrees to provide the following services to the Douglas County Juvenile Probation Office (“JPO”) from July 1, 2018, through June 30, 2019:

- A. Individual, family, and drug and alcohol counseling.
- B. Therapist will provide juvenile court testimony on request.
- C. Therapist will provide counseling services on an as needed, referred basis.

Services will be provided to individuals and families referred by juvenile probation officers on a weekly basis. The therapists will report to JPO administration on a bi-weekly basis by means of a log of their sessions including juvenile justice and SAPTA reporting requirements. JPO administration will enter therapist report onto required quarterly reports. JPO shall have the right to designate a specific therapist, Lance Crowley, M.A or Mary Wolery, Ed. S., for specific matters.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the personal services set forth in paragraph 4 at a cost of \$90.00 per hour. The County shall make payments each month during the contract period, based on Contractor providing an invoice each month. Requests for payment submitted pursuant to this contract shall be paid within thirty (30) days. The total cost shall not exceed \$50,000.00. If services are required in excess of the preceding limits, the Parties may agree, in writing, to increase the limits if funding is available for those services.

6. LICENSING AND PROFESSIONAL LIABILITY INSURANCE. Contractor agrees to maintain its counselors’ licenses with the State of Nevada Board of Examiners for Marriage and Family Therapists & Clinical Professional Counselors in good standing for the duration of this Contract. Any disciplinary action taken by the Nevada Board of Examiners must be reported to the Chief Juvenile Probation Officer. Contractor must also maintain professional liability insurance in an amount of not less than one million dollars (\$1,000,000) per claim. A copy of Contractors current medical malpractice liability coverage naming Douglas County as a certificate holder shall be provided to the County upon Contractor signing this Agreement.

7. TERMINATION OF CONTRACT. This Contract may be revoked without cause by either Party, provided that a revocation shall not be effective until 30 days after a Party has served written notice upon the other Party.

7. 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.

8. CONSTRUCTION OF CONTRACT. This Contract 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.

9. 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 Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, and all immigration and naturalization laws.

10. ASSIGNMENT. Contractor shall neither assign, transfer, nor delegate any rights, obligations or duties under this Contract without the prior written consent of Douglas County.

11. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to this Contract shall be subject to inspection, examination and audit by Douglas County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

12. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this Contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to Douglas County upon completion, termination or cancellation of this Contract. Alternatively, if Douglas County provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings, or other materials prepared by or supplied to Contractor in the performance of its obligations under this Contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If, at any time during the retention period, Douglas

County, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to Douglas County. Unless Douglas County has requested remittance and delivery by Contractor of the items, Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this Contract without the prior written consent of Douglas County.

13. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents submitted, filed, or deposited with Douglas County by Contractor (including those remitted to Douglas 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 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against Douglas County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

14. INDEMNIFICATION. Contractor agrees to indemnify and save and hold Douglas County, its agents, and its employees harmless from any and all claims, causes of action, or liability arising from the performance of this Contract by Contractor or Contractor's agents or employees.

15. CONFIDENTIALITY. This Contract 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 Douglas 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.

16. MODIFICATION OF CONTRACT. This Contract constitutes the entire Contract 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.

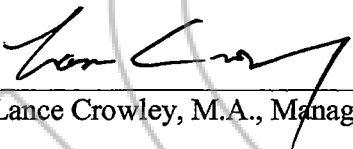
22. BOYCOTT. Contractor certifies that it is not engaged in a boycott of Israel, as defined in Senate Bill 26 of the 79th Session of the Nevada Legislature as incorporated into NRS Chapter 332. Independent Contractor further agrees and certifies that it will not engage in such a boycott of Israel for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

23. RECITALS. The Recitals are hereby incorporated into this Contract.

IN WITNESS WHEREOF, Douglas County and Contractor have caused this Contract to be signed and intend to be legally bound thereby.

CONTRACTOR:


Three Peaks Therapy, LLC

By:  7/31/18
Lance Crowley, M.A., Managing Member (Date)

By:  7/31/18
Mary Wolery, Ed. S., Managing Member (Date)

COUNTY:

Douglas County

By:  7/18/18
Lawrence A. Werner, Douglas County Manager (Date)

AFFIDAVIT

I, MARY WOLFEY on behalf of my company, THREE PEAKS THERAPY, 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 31st day of JULY, 2018.

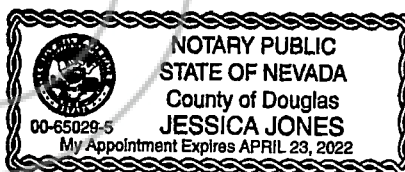
Mary Wolfey
Signature

State of Nevada
County of Douglas

On this 31st day July, 2018 before the undersigned Notary Public, personally appeared Mary Wolfey having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledge that She executed it.

Witness my hand and official seal.

Jessica Jones
Notary's Signature



AFFIDAVIT

I, LANCE CROWLEY, on behalf of my company, THREE PEAKS THERAPY, 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 31 day of July, 2018.

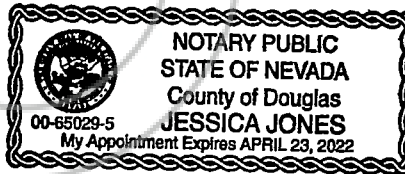
Signature

State of Nevada
County of Douglas

On this 31st day of July, 2018 before the undersigned Notary Public, personally appeared Lance Crowley having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledge that he executed it.

Witness my hand and official seal.

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

2nd day of July, 2018

By [Signature] Deputy