



KAREN ELLISON, RECORDER

Assessor's Parcel Number:  N/A

Date:  SEPTEMBER 19, 2019

Recording Requested By:

Name:  SCOTT SHICK, CHIEF JUVENILE PROB OFCR

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

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

Real Property Transfer Tax: \$  N/A

AGREEMENT #2019\_167   
(Title of Document)

Agreement for Professional Services:  
DRUG AND ALCOHOL ASSESSMENTS, MENTAL HEALTH ASSESSMENTS,  
TREATMENT AND COUNSELING FOR THE JUVENILE PROBATION DEPARTMENT,  
DOUGLAS COUNTY,

BETWEEN

DOUGLAS COUNTY, NEVADA  
ON BEHALF OF THE DOUGLAS COUNTY JUVENILE PROBATION DEPARTMENT,  
NINTH JUDICIAL DISTRICT COURT

P.O. Box 218  
Minden, NV 89423  
775-782-9811

AND

Three Peaks Therapy, LLC  
1653 Lucerne Street, Ste. D  
Minden, NV 89423  
775-783-8080

FILED  
NO. 2019-1167  
9-19-19  
DATE  
DOUGLAS COUNTY CLERK  
MINDEN, NV  
BY [Signature] DEPUTY

This Agreement for Services by an Independent Professional Services (hereafter "Agreement") 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, 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;

WHEREAS, Three Peaks Therapy, LLC is licensed in the State of Nevada, employs State of Nevada licensed alcohol and drug counselor(s), and State of Nevada licensed marriage and family therapist(s) and hereby agrees to provide: drug and alcohol assessments; mental health assessments; treatment plans; individual, group and family counseling, and monthly progress reports for youth served by the Douglas County Juvenile Probation Department; 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 AGREEMENT.** This Agreement shall be effective as of July 1, 2019, and will terminate on June 30, 2020. 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 marriage and family therapist services as well as 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 and mental health assessments and treatment plans; provide individual and group drug and alcohol counseling as needed; provide individual and family therapy 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 monthly 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.

**3. PAYMENT FOR SERVICES.** Contractor agrees to provide the personal services set forth in paragraph 2 at a cost of \$95.00 per hour. The County shall make payments each month during the Agreement period, based on Contractor providing an invoice each month. Requests for payment submitted pursuant to this Agreement shall be paid within thirty (30) days. The total cost shall not exceed \$50,000.00.

**4. INDEPENDENT CONTRACTOR STATUS.** The Parties agree that Contractor shall have the status of an independent contractor and that this Agreement, 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:

- (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.** 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:

*Three Peaks Therapy, LLC, has entered into an agreement with the Ninth Judicial District Court, Douglas County to perform drug and alcohol treatment services and marriage and family therapy services for youth from July 1, 2019 to June 30, 2020, 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 to maintain its counselors' licenses with the State of Nevada Board of Examiners for Marriage and Family Therapists & Clinical Professional Counselors and the State of Nevada Board of Examiners for Alcohol, Drug and Gambling Counselors in good standing for the duration of this Contract. Any complaints filed with or 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 Contractor's 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 AGREEMENT.** This Agreement may be terminated by either party his 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 Agreement 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 Agreement shall not exceed those monies appropriated and approved by Douglas County for this Agreement for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Douglas County's obligations under it shall be extinguished if Douglas County fails to appropriate monies. Nothing in this Agreement 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 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 as set forth in Attachment A, incorporated herein.

**10. 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 Agreement by Contractor or Contractor's agents or employees.

**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 Agreement. 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, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The 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, including, but not limited to, all federal, state, and local accounting procedures and requirements, and all immigration and naturalization laws.

**13. ASSIGNMENT.** Contractor shall neither assign, transfer, nor delegate any rights, obligations or duties under this Agreement.

**14. COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to this Agreement 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.

**15. DISPOSITION OF 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 Agreement 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 Agreement. 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 Agreement 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 Agreement without the prior written consent of Douglas County.

**16. 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.

**17. 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.

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

**19. 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.

**20. 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.

**21. 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).

**22. CONFLICT OF INTEREST.** By signing the Agreement, 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, agreements or projects Contractor is working on that may impact Douglas County.

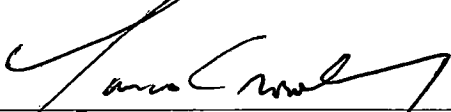
**23. BOYCOTT.** Contractor certifies that it is not engaged in a boycott of Israel, as defined in Senate Bill 26 of the 79th Session of the Nevada Legislature as incorporated into NRS Chapter 332. Independent Contractor further agrees and certifies that it will not engage in such a boycott of Israel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

**24. RECITALS.** The Recitals are hereby incorporated into this Agreement.

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

**CONTRACTOR:**

Three Peaks Therapy, LLC

By:  9/18/19  
Lance Crowley, M.A., Managing Member (Date)

By:  9/18/19  
Mary Wolery, Ed. S., Managing Member (Date)

**COUNTY:**

Douglas County

By:  8/19/19  
Patrick Cates, Douglas County Manager (Date)

## ATTACHMENT A

### HEALTH INFORMATION PORTABILITY AND ACCOUNTABILITY ACT

1. DEFINITIONS. Contractor shall mean Three Peaks Therapy, LLC.
  - 1.1 Covered Entity shall mean Douglas County Juvenile Probation Department.
  - 1.2 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).
  - 1.3 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.
  - 1.4 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.  
All other capitalized terms not defined herein shall have the meanings assigned in the Privacy Rule.
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 the Protected Health Information not provided for by this Agreement of which it becomes aware.
  - 2.5 Contractor agrees to ensure that any agent, including a subcontractor, 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.

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.

- 4.1 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.
- 4.2 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 effect Contractor's use or disclosure of Protected Health Information.
- 4.3 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.

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.

- 5.1 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:
  - 5.1.1 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
  - 5.1.2 Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible.

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

5.2 Effect of Termination.

5.2.1 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.

5.2.2 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.

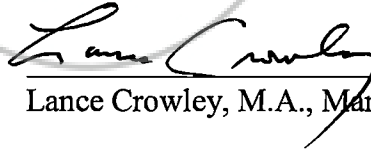
MISCELLANEOUS.

5.3 Regulatory 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.

5.4 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, Public Law 104-191.

5.5 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.

*Reviewed and Acknowledged by:*



\_\_\_\_\_  
Lance Crowley, M.A., Managing Member

\_\_\_\_\_  
Mary Wolery, Ed. S., Managing Member

Three Peaks Therapy, LLC  
Contractor

AFFIDAVIT

I, MARY WOLERY on behalf of my company, THREE PEARLS THERAPY, 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 18<sup>th</sup> day of SEPTEMBER, 2019.

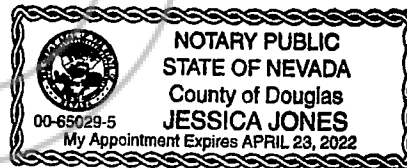
Mary Wolery  
Signature

State of Nevada  
County of Douglas

On this 18<sup>th</sup> day September, 2019 before the undersigned Notary Public, personally appeared Mary Wolery 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 18 day of September, 2019.

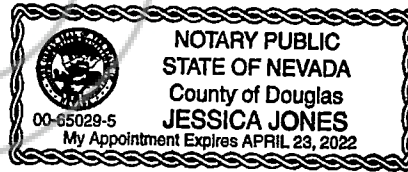
Lance Crowley  
Signature

State of Nevada  
County of Douglas

On this 18<sup>th</sup> day September, 2019 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.

Jessica Jones  
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

19<sup>th</sup> day of September, 2019  
By Jessica Jones Deputy