



# WASHOE COUNTY

"Dedicated To Excellence in Public Service"

www.washoecounty.us

CM/ACM \_\_\_\_\_  
Finance \_\_\_\_\_  
DA \_\_\_\_\_  
Risk Mgt. \_\_\_\_\_  
HR JG  
Other MS

## STAFF REPORT

BOARD MEETING DATE: 8/25/2015

**DATE:** 8/5/2015  
**TO:** Board of County Commissioners  
**FROM:** Joseph Haas, Psychologist Administrator, Juvenile Services  
(775) 325-7906, [jhaas@washoecounty.us](mailto:jhaas@washoecounty.us)  
**THROUGH:** Frank Cervantes, Director  
**SUBJECT:** Recommendation to approve the independent contract agreement for services between Quest Counseling and Consulting and Washoe County through the Second Judicial District Court and the Department of Juvenile Services with a retroactive contract term of July 1, 2015 through June 30, 2018 and an estimated total value of \$275,000 and, if approved, authorize Purchasing and Contracts Administrator to sign. (All Commission Districts)

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### SUMMARY

Recommendation to approve the independent contract agreement for services between Quest Counseling and Consulting and Washoe County through the Second Judicial District Court and the Department of Juvenile Services with a retroactive contract term of July 1, 2015 through June 30, 2018 and estimated total value of \$275,000.

Department Strategic Objective supported by this item: Develop, maintain, and enhance community partnerships.

### PREVIOUS ACTION

For over ten years, Juvenile Services has maintained multiple agreements with Quest Counseling and Consulting to provide services such as residential care, mental health assessment and treatment, as well as drug and alcohol assessment and treatment. This agreement consolidates all the services provided by Quest into one agreement.

AGENDA ITEM # 8

**BACKGROUND**

Quest Counseling and Consulting is the only agency in Washoe County offering a comprehensive continuum of substance abuse treatment and services for youth referred to Juvenile Services. This includes residential care, mental health assessment and treatment, as well as drug and alcohol assessment and treatment. Juvenile Services has collaborated with this non-profit agency for more than ten years.

**FISCAL IMPACT**

This is a three-year contract. There is sufficient budget authority within Juvenile Services' budget, specifically Cost Center 127120 and Internal Order #11246, to pay for these costs on an annual basis.

**RECOMMENDATION**

Recommendation to approve the independent contract agreement for services between Quest Counseling and Consulting and Washoe County through the Second Judicial District Court and the Department of Juvenile Services with a retroactive contract term of July 1, 2015 through June 30, 2018 and an estimated total value of \$275,000 and, if approved, authorize Purchasing and Contracts Administrator to sign.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be to approve the independent contract agreement for services between Quest Counseling and Consulting and Washoe County through the Second Judicial District Court and the Department of Juvenile Services with a retroactive contract term of July 1, 2015 through June 30, 2018 and an estimated total value of \$275,000 and, if approved, authorize Purchasing and Contracts Administrator to sign.

CM/ACM \_\_\_  
Finance \_\_\_  
DA \_\_\_  
Risk Mgt. \_\_\_  
HR \_\_\_  
Other \_\_\_

**INDEPENDENT CONTRACTOR AGREEMENT  
FOR SERVICES**

This Agreement is made by and between Washoe County, a political subdivision of the State of Nevada, through the Second Judicial District Court and the Department of Juvenile Services, ("County"), and Quest Counseling & Consulting, ("Contractor").

**1. SERVICES TO BE PERFORMED**

A. Scope of Work. Contractor shall perform in a competent manner the Scope of Work as set forth at Exhibit "A" attached to this Agreement and incorporated by reference.

B. Completion. Upon execution, this Agreement shall be effective retroactively from July 1, 2015 through June 30, 2018, unless this Agreement is terminated sooner in accordance with its terms.

**2. PAYMENT**

In consideration of the services to be performed by Contractor, County agrees to pay Contractor as set forth in Payment Schedule at Exhibit "B" attached to this Agreement and incorporated by reference.

Contractor shall submit invoices for work performed under this Agreement no later than ten days after the end of each month and must be executed under penalty of perjury. The County shall review such invoices and, if they are considered incorrect or untimely, the County shall review the matter with Contractor within 10 days from receipt of the Contractor's bill.

Contractor shall be responsible for expenses incurred while performing services under this Agreement. This includes, but is not limited to, license fees; memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to complete the work under this Agreement.

Any expenses to be paid by County are listed in "Exhibit B."

**3. INDEPENDENT CONTRACTOR STATUS AND CERTIFICATION**

Contractor is an independent Contractor, not a County employee. Contractor's employees or contract personnel are not County employees. Contractor and County agree to the following rights consistent with an independent contractor relationship:

- a. Contractor has the sole right to control and direct the details and methods by which the services required by this Agreement are performed, including the hours of work.
- b. Neither Contractor nor Contractor's staff shall receive any training from County in the skills necessary to perform the services required by this Agreement.
- c. Contractor has the right to perform services for others during the term of this Agreement. County shall not require Contractor or Contractor's staff to devote full time to performing the services required by this Agreement.

- d. Contractor has the right to hire assistants as subcontractor, or to use Contractor's employees to provide the services required by this Agreement. County shall not hire, supervise or pay any staff to assist Contractor.
- e. Contractor will furnish all equipment and materials used to provide the services required by this Agreement. Unless otherwise provided in Exhibit "B," Contractor is responsible for all expenses without reimbursement.
- f. Contractor shall not be assigned a work location on County premises, and Contractor has the right to perform the services required by this Agreement at any place, location or time, except as otherwise directed by the Court.

Further, Contractor certifies:

- g. That Contractor is not an employee of County and Contractor waives any and all claims to benefits otherwise provided to employees of the County, including, but not limited to: medical, dental, or other personal insurance, Nevada Public Employees Retirement System ("PERS") or other retirement benefits, unemployment benefits, and liability and worker's compensation insurance.
- h. That Contractor is licensed by the State or other political subdivisions to provide similar services for other clients or customers. Contractor's business license number is \_\_\_\_\_ . Contractor must provide Federal Tax Number on required Form W-9.
- i. That Contractor is solely responsible, individually for federal taxes and social security payments applicable to money received for services provided. Contractor understands that an IRS Form 1099 will be filed by the County for all payments received.
- j. That Contractor agrees to provide County with a certificate issued by an insurer in accordance with NRS 616B.627 (Industrial Insurance) and NRS 617.210 (Occupational Diseases), as a precondition to the performance of any work and as a precondition to any obligation of the County to make any payment under this Agreement.
- k. That Contractor understands and agrees that PERS, NRS Chapter 286, and PERS Official Policies limit or prohibit PERS retirees' ability to receive compensation for work performed for PERS entities such as Washoe County. If Contractor or any of its staff is a PERS retiree, Contractor additionally certifies that Contractor has sought out and received independent advice and guidance from PERS, has been provided the opportunity to seek out independent legal advice and guidance as well, and agrees that in no circumstance shall County be responsible to Contractor for PERS benefits of any kind which are or may be lost or forfeited as a result of work performed by Contractor pursuant to this Agreement.

#### 4. INDEMNIFICATION AND INSURANCE

Washoe County has established specific indemnification and insurance requirements for agreements with independent contractors to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that contractors accept and are able to pay for the loss or liability related to their activities. Exhibit "C" Insurance Specifications is included by reference. All conditions and requirements identified in this exhibit shall be completed prior to the commencement of any work under this Agreement.

## 5. LIMITED LIABILITY

County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the County's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

Contractor agrees to indemnify, hold harmless and defend County and the employees, officers and agents of County from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of Contractor or the employees or agents of the Contractor (1) in the performance of the contract, or (2) which are, or are not, based upon or arising out of the professional services of Contractor, to the full extent allowed by law.

Contractor is not required to defend County and the employees, officers and agents of the County with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of Contractor or the employees or agents of Contractor which are based upon or arising out of the professional services of Contractor. However, if Contractor is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the County, as reimbursement for the attorney's fees and costs incurred by County in defending the action, by Contractor in an amount which is proportionate to the liability of Contractor.

## 6. REPORTS AND DOCUMENTS

Contractor shall provide to the County at the end of each month during the term of this Agreement a written report in a format specified by the County. Each report must contain information on the specific individuals served, the contact date and time of service, and the type of service provided pursuant to this Agreement during the preceding month. Contractor shall maintain appropriate treatment files and progress notes that support the services provided and billed for. Discharge summaries shall be provided for youth in the Quest House; quarterly progress notes will be provided for youth in the Transition Program.

Contractor shall maintain in its principal office written records of all services provided under this Agreement. Contractor shall adhere to all applicable Federal and State laws governing disclosure of records.

## 7. BACKGROUND INVESTIGATION

Contractor agrees to require any employee, volunteer, or subcontractor to submit to a full background investigation prior to the performance of any services under this Agreement, which may include but is not limited to, a criminal history check and fingerprinting. Any cost associated with the background investigation will be paid by Contractor. Notwithstanding the provisions of paragraph 8 (Termination) below, the discovery of an undisclosed criminal conviction may be grounds for immediate termination of this Agreement without prior notice by the County, as may the conviction of Contractor during the term of the Agreement of any criminal offense.

The Contractor certifies that no employee, volunteer, or subcontractor has been convicted of any felony crime, any crime involving a sexual offense or any crime involving a child. The discovery of any

undisclosed criminal conviction is grounds for immediate termination of this Agreement without prior notice by the County. Any criminal conviction of any employee, volunteer, or subcontractor during the term of the Agreement of any criminal offense is also grounds for immediate termination of this Agreement without prior notice by the County.

The Contractor certifies that any disciplinary actions against the Contractor by any professional licensing board related to competency or capacity to perform professional services have been disclosed to the County. Discovery of any such disciplinary action taken against the Contractor or any employee, volunteer, or subcontractor by any professional licensing board, either prior to or during the term of this Agreement, is grounds for immediate termination of this Agreement without prior notice by the County. The Contractor agrees to inform the County within five (5) working days of any licensure or certification change that occurs at the request of the Contractor or any employee, volunteer, or subcontractor or due to action taken by the certification/licensure board. This includes a Contractor's request to voluntarily change certification or a voluntary request to be no longer certified or licensed within a specific area of service; the revocation or suspension of licensure and/or certification; or any disciplinary action taken against the Contractor, their employee, volunteer or subcontractor by the certification/licensure board.

The term of this section apply to the Contractor, its employee, subcontractor or any volunteer who is in a position to exercise supervisory or disciplinary control over, or has direct access to or contact with, children referred to the Contractor under this Agreement, or has access to information or records maintained by employer relating to such children. *The Contractor certifies that any employee, subcontractor, or volunteer who has not initiated a background check will have no contact with children or access to their records.*

#### 8. TERMINATION OF AGREEMENT

This Agreement may be terminated for any reason by either party by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 10 calendar days from the date of mailing the notice.

Only services satisfactorily performed up to the date of receipt of notice shall be compensated by County and such compensation shall be pursuant to the terms of this Agreement.

Notwithstanding the above, Contractor shall not be relieved of any liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Contractor, and the County may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor may be determined.

#### 9. MISCELLANEOUS PROVISIONS

- a. This Agreement shall be entered into in Washoe County, State of Nevada, and shall be construed and interpreted according to the law of the State of Nevada.
- b. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given 3 days after mailing in the United States mail, using first class mail, postage prepaid, to the recipient's address as stated in this Agreement.
- c. Contractor shall comply with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement.
- d. Contractor may not assign or subcontract any rights or obligations under this Agreement without County's prior written approval.
- e. This Agreement constitutes the entire Agreement between the parties and may only be modified by a written amendment signed by the parties hereto.

f. Notice. Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

County:

Washoe County Department of Juvenile Services  
P.O. Box 11130  
Reno, NV 89520

Contractor:

Quest Counseling & Consulting  
3500 Lakeside Court, Suite 101  
Reno, NV 89509

g. **Non-Discrimination.** No discrimination because of race, color, creed, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, handicap, or religion shall be made in the employment of persons to perform services under this contract. Contractor agrees to meet all of the requirements of Washoe County Code, Section 5.343.

h. **Waiver.** The waiver by the County of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the County, and forbearance or indulgence by the County in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Contractor to which the same may apply and, until complete performance by Contractor of said term, covenant or condition, the County shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

i. **Compliance with Laws.** Contractor agrees at all times to comply with all applicable laws, ordinances and regulations of the governmental entities having jurisdiction over matters that are the subject of this Agreement.

j. **Third Party Rights.** This Agreement is not intended to create, nor shall it be construed to create, any third party beneficiary rights in favor of any person not a party.

k. **Funding out clause.** In the event that the County fails to obligate requisite funds for the ensuing year(s) for payment of the amount against this Agreement, necessitating cancellation of the Agreement, the County shall agree to hold the County free from any charges or penalties except for those already incurred for placement or specific cost approved by the County until the date of notice of cancellation.

IN WITNESS WHEREOF, the parties hereto or a representative of either have set their hands and subscribed their signatures as of the date and year indicated.

<b>Contractor</b>  PROVIDER:  By: _____  Name: _____  Title: _____  Date: _____	<b>Washoe County</b>  BOARD OF COUNTY COMMISSIONERS:  By: _____  Michael L. Sullens, CPM Purchasing & Contracts Administrator  Date: _____
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## Exhibit A

### SCOPE OF WORK QUEST COUNSELING

Quest Counseling agrees to offer a comprehensive continuum of Substance Abuse and Mental Health Assessment and Treatment for youth served by the Washoe County Department of Juvenile Services. The services requested are generally ordered by the juvenile court. In the event that a court order is not in place, the request for services will be initiated by a Probation Officer or Outreach Specialist and approved by a Division Director, Psychologist/Administrator or the Agency Director. Quest Counseling agrees to offer and conduct evidence-based practices when possible. The array of services is described below and the rates for each unit of service are attached. Services will be provided according to the standards of all relevant State and Federal Laws and consistent with the ethical standards established by the given field of the provider. All records produced by the provider will be maintained and released according to State and Federal guidelines and laws. Discharge summaries shall be provided for youth in the Quest House; quarterly progress notes will be provided for youth in the Transition Program.

#### Evaluations

**Behavioral Health & Substance Abuse:** These evaluations are performed by a licensed mental health or substance abuse provider. Interns in these fields may provide services when supervised by a licensed provider. Each evaluation consists of at minimum a clinical diagnostic interview to arrive at mental health or substance abuse diagnoses and any recommendations for treatment. Court ordered substance abuse assessments are to include a standardized assessment instrument and recommendation are to be based on criteria from the American Society of Addiction Medicine. They may be conducted in the office or detention setting.

**Psychiatric Evaluation:** Youth will receive an assessment that consists of a clinical interview to determine if a mental health or substance abuse diagnosis exist. The assessment is conducted by a Psychiatrist who is Board Certified or Board Eligible in the field of Child and Adolescent Psychiatry. Any recommendations for treatment will be included.

**IAU Evaluation:** These evaluations are conducted for youth who are served by the Intake Assessment Unit (IAU). This unit serves youth who are lower level offenders and are subject to Sole Sanctions without a formal court appearance or adjudication. As such, they are not ordered by the court and are meant to provide Outreach Workers and the families that they serve with a screening for substance abuse concerns and any recommendations for services. These evaluations are conducted at the consent of the parent and/or legal guardian and are not ordered by the court. The parent must provide written consent for the results of the assessment to be released to the Department.

**Detention Emergency Mental Health Evaluation:** This service refers to Mental Health Assessments conducted to assess a youth's immediate risk to harm self or others. They are provided for detained youth who Detention staff have screened as having a potential to harm themselves or others. The assessment consists of a structured interview of the youth and a written report. Attempts are made to interview the parent/guardian and share the evaluation results with them. The evaluations are authorized by Detention staff per Nevada Revised Statutes and do not require parent or guardian consent. The evaluation document is provided to Detention and Probation staff to assist in safety classification. In some cases

communication with a Psychiatric Hospital is required to facilitate admission. Therapy is provided by a licensed mental health provider. Interns in these fields may provide services when supervised by a licensed provider.

### **Treatment Services**

**Psychiatric Medication Management/Follow-up:** This service refers to medical treatment provided by a Psychiatrist who is Board Certified or Board Eligible in the field of Child and Adolescent Psychiatry. It involves prescribing medication and monitoring its effects as well as supportive psychotherapy.

**Individual Psychotherapy:** This service refers to psychotherapy offered to a juvenile on a one to one basis. Therapy is provided by a licensed mental health or substance abuse provider. Interns in these fields may provide services when supervised by a licensed provider. Evidence-based practices such as Cognitive Behavioral Therapy, Motivational Therapy and EMDR are preferred when appropriate to address the specific diagnosis.

**Family Psychotherapy:** This service involves incorporating the parents/legal guardians or other family members into the treatment session with the youth. Family therapy addresses communication, parenting, and support for recovery as well as family dynamics. Therapy is provided by a licensed mental health or substance abuse provider. Interns in these fields may provide services when supervised by a licensed provider.

**Multi-Dimensional Family Therapy (MDFT):** This service is an intensive evidence-based family therapy model that addresses substance abuse and conduct problems. Training and Certification is required for providers of MDFT. The treatment is provided by a certified therapist and a therapist assistant and involves multiple treatment contacts in a given week.

**Crisis Intervention:** This service refers to individual and family counseling that is the result of a behavioral health emergency and is provided outside of regularly scheduled sessions. This service is designed to address the immediate crisis at hand and to assure the youth is stable and can remain in the community. All reasonable steps are to be taken to assure the appropriate clinical placement of a youth who is deemed to present a risk to self or others.

**Group Counseling:** This service involves simultaneous treatment of multiple youth or family members. Group Therapy facilitates feedback by group members to assist each other in addressing substance abuse and mental health concerns. Therapy is provided by a licensed mental health or substance abuse provider. Interns in these fields may provide services when supervised by a licensed provider. Group members agree to keep matters discussed in counseling confidential.

**Alcohol and Drug Testing:** This service refers to the collection of urine samples by the agency and the use of office or laboratory based procedures to determine the level of substance in the youth's system. The provision of the sample is observed in a private setting by a staff member of the same gender. The results of the tests can be shared with probation if there is a court order or if the client/guardian provides consent.

**Detention Substance Abuse Education Groups:** These group sessions are to provide education to youth regarding the effects of drugs and alcohol and the services available that can assist in addressing drug and alcohol use. These sessions are to be provided in the detention setting and are specifically not intended as a medical or therapy intervention. As such they do not require the parent's consent.

**Residential Treatment:** This service is provided to youth who reside in the Quest Treatment Home. The service consists of staff supervision, education, and maintenance of a therapeutic milieu. The services listed are reimbursed on a daily rate which also includes room and board. Therapy services are reimbursed separately from the daily rate for any of the services listed above.

## Exhibit B



3500 Lakeside Ct., Ste 101  
Reno, NV 89509  
775 786-6880  
Fax 786-6899  
www.questreno.com

### Rates for Service for WCJS

<u>LEVEL OF CARE</u>	<u>SERVICE UNIT</u>	<u>CHARGE</u>
Evaluations:		
Behavioral Health & Substance Abuse	per session	\$140.00
Psychiatric	per session	\$200.00
IAU Evaluation	per session	\$85.00
Detention Emergency Mental Health Evaluation	per session	\$150.00
Quest House Residential bed (guarantee of 5 beds reserved per month for WC Juvenile Services)	per day	\$43.52
Psychiatric Medication Management/follow-up	30 min. session	\$90.00
Individual Psychotherapy	1 hr. session	\$99.00
Family Psychotherapy	1 hr. session	\$99.00
Multi-Dimensional Family Therapy	1 hr. session	\$140.00
Detention Psych-Educational Group	1 hr. session	\$99.00
Crisis Intervention	1 hr. session	\$103.50
	Each additional 30 mins.	\$54.00
Group Counseling	1 hr. session / per youth	\$30.00
Alcohol & Drug Testing		\$26.50 to \$35 depending on type of test

These rates reflect a 10% reduction from Medicaid rates  
Rates Effective 7/1/15

**Exhibit C****SERVICE AGREEMENT WITH NONPROFIT AGENCY****INTRODUCTION**

Washoe County has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT ORGANIZATIONS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY RISK MANAGER DIRECTLY AT (775) 328-2071.

**INDEMNIFICATION AGREEMENT**

ORGANIZATION agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to ORGANIZATION'S property, caused by the omission, failure to act, or negligence on the part of ORGANIZATION, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by ORGANIZATION, or by others under the direction or supervision of ORGANIZATION.

In the event of a lawsuit against the COUNTY arising out of the activities of ORGANIZATION, should ORGANIZATION be unable to defend COUNTY due to the nature of the allegations involved, ORGANIZATION shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of ORGANIZATION.

**GENERAL REQUIREMENTS**

ORGANIZATION shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by ORGANIZATION. ORGANIZATION may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

**INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ORGANIZATION or any Sub-consultant by COUNTY. ORGANIZATION 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 Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for ORGANIZATION and any sub-consultants used pursuant to this Agreement.

Should ORGANIZATION be self-funded for Industrial Insurance, ORGANIZATION shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and ORGANIZATION that ORGANIZATION shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at ORGANIZATION'S sole cost and expense.

#### **MINIMUM LIMITS OF INSURANCE**

ORGANIZATION shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: \$-0- per occurrence and as an annual aggregate.

#### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

#### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of ORGANIZATION, including COUNTY'S general supervision of ORGANIZATION; products and completed operations of ORGANIZATION; premises owned, occupied or used by ORGANIZATION; or automobiles owned, leased, hired, or borrowed by ORGANIZATION. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. ORGANIZATION'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of ORGANIZATION'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. ORGANIZATION'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

#### **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning ORGANIZATION and insurance carrier. COUNTY reserves the right to require that ORGANIZATION'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

#### **VERIFICATION OF COVERAGE**

ORGANIZATION shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### **SUBCONTRACTORS**

ORGANIZATION shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

#### **MISCELLANEOUS CONDITIONS**

1. ORGANIZATION shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by ORGANIZATION, any Subcontractor, or anyone employed, directed or supervised by ORGANIZATION.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the ORGANIZATION may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if ORGANIZATION fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
  - a. Order ORGANIZATION to stop work under this Agreement and/or withhold any payments which become due ORGANIZATION hereunder until ORGANIZATION demonstrates compliance with the requirements hereof; or
  - b. Terminate the Agreement.