



# WASHOE COUNTY

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## STAFF REPORT

BOARD MEETING DATE: August 23, 2016

**DATE:** July 25, 2016  
**TO:** Board of County Commissioners  
**FROM:** James Popovich, Specialty Courts Manager, Second Judicial District Court  
(775) 325-6769, [james.popovich@washoecourts.us](mailto:james.popovich@washoecourts.us)

Amber Howell, Director, Washoe County Department of Social Services  
(775) 337-4488, [ahowell@washoecounty.us](mailto:ahowell@washoecounty.us)

**THROUGH:** Jackie Bryant, District Court Administrator and Clerk of Court

**SUBJECT:** Request the Board of County Commissioners to acknowledge the Professional Services Agreement for behavioral health and case management services for Adult Drug Court between the Second Judicial District Court and Bristlecone Family Resources, in the amount of \$445,732, retroactive from the period August 1, 2016 through June 30, 2017. (All Commission Districts)

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### SUMMARY

The Professional Services Agreement between the Second Judicial District Court (Court) and Bristlecone Family Resources (BFR), a private, non-profit organization, allows the Court to offer comprehensive substance abuse, mental health, and case management services to its participants engaged in the Adult Drug Court (ADC). The costs to the Court associated with serving this population include substance abuse and mental health counseling, drug testing, case management, and other support services designed to further reduce each participant's involvement in the criminal justice system.

The Court conducted a Request for Proposal (#2987-16) in June, 2016 through County Purchasing. Three proposals were received in response to the RFP. After a thorough evaluation of each proposal, the bid from Bristlecone Family Resources (BFR) was selected due to cost, comprehensiveness of services, and experience as a drug court provider. The term of the original Agreement was for a period of eleven months, beginning August 1, 2016 and ending on June 30, 2017 with a provision for two (2) one (1) year extensions from July 1<sup>st</sup> through June 30<sup>th</sup> of the respective year, at the discretion of the Court and subject to negotiations and continued funding.

County Priority supported by this item: Safe, secure and healthy communities.

### **PREVIOUS ACTION**

The Board has acknowledged Professional Services Agreements with Bristlecone Family Services for Adult Drug Court since FY 02-03, with the most recent action taken on July 14, 2015.

### **BACKGROUND**

The Adult Drug Court was established by the Second Judicial District Court in 1995 as a specialty court designed to engage the drug-addicted criminal offender in intensive therapeutic and judicial intervention.

Requests for Proposals were released in December 2002, March 2006, March 2010, and April 2013 for substance abuse counseling services. The bids from Bristlecone Family Resources were selected due to cost, comprehensiveness of services, and experience as a drug court provider.

Request for Proposals:

- 2003 – RFP# 2370-03
- 2006 – RFP# 2534-06
- 2010 – RFP# 2730-10
- 2013 – RFP# 2856-13

The contract for Fiscal Year 2016-17 will support five professional substance abuse counselors and one drug court administrator exclusively to the Adult Drug Court, along with approximately 15% of support staff (Medicaid billing, participant management, human resources and information technology), 90% of a receptionist and 35% of a clinical director. The Contractor agrees to provide a full 18 months of service for each participant. The flat fee covers costs, which are not reimbursable through alternative funding streams. There will be no additional charges to program participants for outpatient counseling.

Washoe County Department of Social Services, Adult Services Division, will provide payment not to exceed \$50,000 for indigent health care treatment services for participants who are residents of Washoe County and determined to be eligible for indigent health care services by the Adult Services Division.

The Court charges each offender for treatment and drug testing costs in the amount of \$2,300.

### **FISCAL IMPACT**

There are sufficient appropriations in the Fiscal Year 2016-17 budget for District Court to cover these costs as the grant award revenue and corresponding expenditure line items were acknowledged in the July 26, 2016 BCC Meeting, Agenda Item #8. Bristlecone is a contractor and will receive payment from these previously acknowledged line items and as such, no further budget augmentation is necessary. It should be noted that this is the

last year Social Services will fund this program with indigent dollars. The agencies will work with SAPTA to see where dollars can be increased with providers.

**RECOMMENDATION**

It is recommended that the Board of County Commissioners acknowledge the Professional Services Agreement for behavioral health and case management services for Adult Drug Court between the Second Judicial District Court and Bristlecone Family Resources, in the amount of \$445,732, retroactive from the period August 1, 2016 through June 30, 2017.

**POSSIBLE MOTION**

Move that the Board of County Commissioners acknowledge the Professional Services Agreement for behavioral health and case management services for Adult Drug Court between the Second Judicial District Court and Bristlecone Family Resources, in the amount of \$445,732, retroactive from the period August 1, 2016 through June 30, 2017.  
(All Commission Districts)

**PROFESSIONAL SERVICES AGREEMENT  
FOR SUBSTANCE ABUSE REHABILITATION SERVICES  
FOR ADULT DRUG COURT**

This Agreement is made and entered into this 1<sup>st</sup> day of August 2016, by and between the Second Judicial District Court (“Court”), and Bristlecone Family Resources, Inc., a Nevada non-profit corporation, (“Contractor”). The Court Chief Fiscal Officer and Specialty Courts Manager shall be responsible for administering this Agreement.

**TERM**

1. This Agreement is effective August 1, 2016, and shall continue through June 30, 2017, with a provision for two (2) one (1) year extensions from July 1st through June 30th of the respective year at the discretion of the County/Court and subject to negotiations and continued funding or until this Agreement is terminated pursuant to paragraphs 15 and/or 21 and/or 22, whichever date shall first occur.

**SCOPE OF SERVICES**

2. Contractor will provide substance abuse counseling services for existing participants and up to 192 new participants (average 16 per month), enrolled in Adult Drug Court. Treatment may include mental health and case management, for those participants in need of these services. Services will be provided for a minimum of one year and up to 18 months.
3. Contractor will provide five professional substance abuse counselors and one drug court administrator exclusively to the Adult Drug Court, along with approximately 15% of support staff (Medicaid billing, client management, human resources and information technology), 90% of a receptionist, and 35% of a clinical director.
4. Contractor will measure a participant’s progress in treatment through changes in the six dimensions of multi-dimensional assessment. Contractor will either increase or decrease the intensity of treatment services based on the participant’s distinct issues. The American Society of Addiction Medicine (ASAM) dimensions that are continuously assessed include:
  1. acute intoxication and/or withdrawal potential (detox)
  2. bio-medical conditions and complications (primary care)
  3. emotional, behavioral or cognitive conditions and complications (mental health)
  4. readiness to change (treatment acceptance and resistance)
  5. relapse, continued drug use, or continued problem potential (barriers)
  6. recovery/living environment (housing)

5. Treatment for the Adult Drug Court participants will follow a Continuum of Care based on the ASAM Criteria. Each level of care has a different level of intensity. Some participants will require residential treatment before continuing their Drug Court program. All treatment services are individualized and therefore participants enrolled in the Adult Drug Court may require varying levels of care including but not limited to withdrawal management, residential, and day/evening treatment (ASAM Level II.1 and III).

Recommendations for the level of intensity for treatment will be determined following a comprehensive bio-psycho-social assessment and then discussed with the Drug Court Judge and the participant during court sessions. The level of care will be matched with a Drug Court Phase and requirements for compliance will be determined by the Drug Court Judge.

Phase I: Length is generally two months

- Comprehensive bio-psycho-social assessment and treatment intake
- Three one-hour Group Sessions per week
- One one-hour Individual Counseling Session every week

Phase II: Length is generally three months

- Two one-hour Group Sessions per week
- One one-hour Individual Counseling Session every other week

Phase III: Length is generally three months

- Two one-hour Group Sessions per week
- One one-hour Individual Counseling Session every third week

Phase IV: Length is generally four months

- One one-hour Group Session per week
- One one-hour Individual Counseling Session every month
- Completion of a Continuing Care Plan for Phase V

Phase V: Aftercare – Length is generally six months

- One Individual “check-in” with primary counselor per month

Contractor will work with each participant to prepare a written Continuing Care Plan prior to graduation from the Drug Court. Participants will be required to participate in Continuing Care following graduation from the Drug Court.

6. Contractor will ensure Spanish-speaking participants have the same access to counseling services in their native language as other program participants, preferably through on-site Spanish-speaking counselors.

7. Contractor agrees to retain a full-time Adult Drug Court Administrator to develop, implement, evaluate, and oversee the program. The Drug Court Administrator is responsible for preparing for and participating in the following:
  - i. New Participant Orientation (once per week) to include introduction to and explanation of intake packet (consents, agreements, procedures, guidelines; introduction to and explanation of treatment, phases, contractual obligations; scheduling of assessment; participant file creation)
  - ii. Creation and maintenance of priority lists for staffing purposes
  - iii. Preparation of dockets, graduation certificates
  - iv. Lead staff for Drug Court Staffing (minimum twice/week)
  - v. Presence at all Drug Court Review Hearings
  - vi. Supervision of treatment/ancillary services data entry into Drug Court Case Management (DCCM) system
  - vii. Assisting counselors with referrals to employment, housing, vocational rehabilitation, school (GED), mental health treatment, pregnancy/parenting resources, self-help meetings, medical, dental, and other needed participant services
  - viii. Development and maintenance of agency policies and procedures regarding the Adult Drug Court program.
  
8. The only time a participant may pay a treatment fee to the Contractor during the time of enrollment in the Drug Court, is if residential treatment is required. In such a case, the participant will receive a financial assessment to determine the appropriate level of financial responsibility pursuant to the Sliding Fee Scale (Exhibit A). The responsibility for collection remains with the Contractor.
  
9. Contractor will seek payment from Medicaid, SAPTA, or private insurance for the following services:
  - Assessment
  - Treatment Planning
  - Individual Counseling
  - Education Groups
  - Targeted Case Management
  - Basic Skills Training
  - Process Groups
  - Discharge Planning

### **OBLIGATIONS OF CONTRACTOR**

10. Contractor will provide quarterly financial statements, which will include individual participant costs as well as administrative overhead costs to provide services contained within this agreement.

11. Contractor shall attend Adult Drug Court staffing sessions and court hearings each week to provide in-person reporting on participants' compliance with drug treatment and rehabilitation services. This on-site commitment will include entering notes for all three dockets into the Court's electronic case management system, Drug Court Case Management (DCCM). Travel time and mileage will not be compensated.
12. Contractor will compile notes from all of its staff who have contact with the Adult Drug Court participants and conduct internal staffing sessions with assigned counselors.
13. Contractor's officers and employees will be available for consultation with an authorized Judicial Officer of the Court at reasonable times, with advance notice, so as not to conflict with other responsibilities under this Agreement. Contractor's officers and employees will also be available to attend Adult Drug Court-related conferences and trainings as requested.
14. Contractor will utilize the DCCM to provide the presiding Judge and Team of the Adult Drug Court with treatment information on a continuous and timely basis. Progress notes and recommendations will be entered by 1:00 p.m. every Tuesday. This documentation should also include but not be limited to: diagnosis, treatment plan, treatment attendance and session type, counseling progress, and ancillary services such as self-help meetings.
15. Contractor shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by Contractor, its sub-contractors and their principals, officers, employees and agents under this Agreement. Contractor agrees to follow practices consistent with generally accepted professional and technical standards for drug rehabilitation, mental health, and medication assisted treatments.
16. Should any of Contractor's officer, employee or agent under this Agreement be unable to complete his/her responsibility for any reason, the Contractor will replace that individual with a qualified person immediately. If Contractor fails to make the required replacement within 30 days, and this failure prohibits in any way the provision of intensive therapeutic treatment services, the Court may terminate this Agreement immediately by providing written notification to Contractor.

#### **DISTRICT COURT RESPONSIBILITIES**

17. The Court Chief Fiscal Officer and the Specialty Courts Manager shall administer this contract. Such administration will include the review of all reports, billing

verification, the coordination of all meetings, and response to all questions of Contractor.

18. The Court agrees to provide to Contractor all information in its possession necessary to Contractor to complete the services required of Contractor hereunder.
19. Upon execution of this Agreement, Contractor shall submit one monthly billing statement to the Contract Administrator. Payment will be made by the Court within 30 days of receipt of Contractor's billing statement.
20. Failure to comply with any term or condition of this Agreement shall be valid reason for the Court to refuse to make any payment or portion thereof.
21. The Court will compensate Contractor at a rate of **\$37,144.33** per month. Treatment will be provided for a minimum of one year and up to 18 months. The total cost for services provided pursuant to this Agreement will not exceed **\$445,732**. These services will only include those not reimbursable through alternative funding streams.

### **TERMINATION**

22. In the event that the Court believes that Contractor is not performing services satisfactorily or in a timely fashion, the Court will notify Contractor of such fact. Except as provided for by paragraph 16 of this Agreement, Contractor will have 30 days to cure performance to the Court's satisfaction. If not cured within 30 days to the satisfaction of the Court, the Court may terminate this Agreement by written notice to Contractor of such termination. This Agreement will then terminate on the date specified in the written notice. Contractor shall be paid for services satisfactorily performed up to the date of termination.
23. In addition to termination pursuant to the paragraph above, either party may terminate this Agreement without cause upon 30 days prior written notice.

### **GENERAL PROVISIONS**

24. Standard of performance: Contractor shall perform services in connection with this Agreement in accordance with generally accepted professional standards for the treatment of drug/alcohol rehabilitation and medication assisted treatment services.
25. Independent contractor status and certification: Contractor is an independent contractor, not a Court employee. Contractor's employees or contract

personnel are not Court employees. Contractor and Court agree to the following rights consistent with an independent contractor relationship:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Contractor shall not be assigned a work location on Court premises, and Contractor has the right to perform the services required by this Agreement at any place, location or time.
- d. Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
- e. Contractor has the right to hire assistants as subcontractors or to use Contractor's employees to provide the services required by this Agreement.
- f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein. The Court shall not hire, supervise or pay any assistants to help Contractor.
- g. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Court in the skills necessary to perform the services required by this Agreement.
- h. The Court shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

Further, Contractor hereby certifies:

- i. That Contractor is not an employee of the Court and thereby Contractor waives any and all claims to benefits otherwise provided to employees of the Court, including, but not limited to: medical, dental, or other personal insurance, retirement benefits, unemployment benefits, and liability or worker's compensation insurance.

j. That Contractor is licensed by the State or other political subdivisions to provide similar services for other clients/customers. Contractor's Federal Tax Number is 88-0114925.

k. That Contractor understands that he/she is solely responsible, individually for federal taxes and social security payments applicable to money received for services herein provided. Contractor understands that an IRS Form 1099 will be filed by the Court for all payments received.

l. That Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the Court to make any payment under this Agreement, to provide Court with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

26. Confidentiality. Contractor shall maintain any records pertaining to this Contract in a secure location, and disclose information to the Court only when a release, which must include HIPAA authorization requirements as contained in 45 C.F.R.164.508, has been properly executed by the participant and their legal guardian and to any other persons or entities only pursuant to a court order. Failure to abide by this provision shall be considered a material breach of contract and grounds for its immediate termination.
27. Indemnification/Hold Harmless. There are specific indemnification and insurance requirements for contracts/agreements with contractors/consultants to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that contractors/consultants are aware of and accept the responsibility for losses or liabilities related to their activities. Appendix A, Pages 1-4, is attached and included by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this contract/agreement.
28. Governing law. This agreement shall be deemed to be entered into in the County of Washoe, State of Nevada, and shall be construed in accordance with the laws of the State of Nevada.
29. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all other proposals and representations, both oral and written, covering the subject matter hereof. Any modification of this Agreement must be agreed upon in writing by all parties to the Agreement.
30. Notice. When by the terms of this Agreement written notice is required to be sent, such notice shall be deemed sufficient if sent by regular mail, postage prepaid to the parties at the addresses appearing below. Notice shall be deemed received 3 days following mailing.

**Second Judicial District Court:**

Jackie Bryant, Court Administrator  
Second Judicial District Court  
75 Court Street  
Reno, NV 89501-1982

**Department of Social Services:**

Amber Howell, Director  
Washoe County Department of Social Services  
P.O Box 11130  
Reno, NV 89520

**Contractor:**

Tammra Pearce, Executive Director  
Bristlecone Family Resources, Inc.  
704 Mill Street  
Reno, NV 89502

31. Funding Out. In the event the Court fails to appropriate or budget funds for the purposes as specified in this Agreement, the Court may terminate this Agreement at any time and Contractor hereby agrees to such termination without penalty. Court shall endeavor to give Contractor as much written notice as possible before termination.
32. Non-Assignment. Contractor may not assign this contract without the express written consent of Court.

In witness whereof, the parties hereto have executed this Agreement on the day and year first above written.

**SECOND JUDICIAL DISTRICT COURT**

  
\_\_\_\_\_  
**Jackie Bryant**  
**Court Administrator**

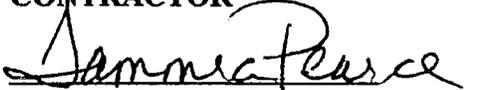
Date: 8-9-16

**WASHOE COUNTY DEPARTMENT OF SOCIAL SERVICES**

\_\_\_\_\_  
**Amber Howell**  
**Director**

Date: \_\_\_\_\_

**CONTRACTOR**

  
\_\_\_\_\_  
**Tammra Pearce, Executive Director**  
**Bristlecone Family Resources, Inc.**

Date: 8/10/16

## **Appendix A**

### **INSURANCE/HOLD HARMLESS REQUIREMENTS FOR PROFESSIONAL SERVICES**

#### **INTRODUCTION**

Washoe County has established specific insurance and indemnification requirements for CONTRACTORS 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 an CONTRACTOR 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 CONTRACTORS 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**

CONTRACTOR 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 CONTRACTOR'S property, caused by any negligent act, omission, or failure to act, on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by CONTRACTOR, or by others under the direction or supervision of CONTRACTOR.

In the event of a lawsuit against the COUNTY arising out of the activities of CONTRACTOR, should CONTRACTOR be unable to defend COUNTY due to the nature of the allegations involved, CONTRACTOR 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 CONTRACTOR.

#### **GENERAL REQUIREMENTS**

CONTRACTOR shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by CONTRACTOR. CONTRACTOR 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 CONTRACTOR or any Sub-consultant by COUNTY. CONTRACTOR 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 CONTRACTOR and any sub-consultants used pursuant to this Agreement.

If CONTRACTOR or Subcontractor is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, Subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR 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 CONTRACTOR that CONTRACTOR shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at CONTRACTOR'S sole cost and expense.

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

CONTRACTOR 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: \$1,000,000 per claim 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 CONTRACTOR, including COUNTY'S general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles

owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.

2. CONTRACTOR'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 CONTRACTOR'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. CONTRACTOR'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 CONTRACTOR and insurance carrier. COUNTY reserves the right to require that CONTRACTOR'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**

CONTRACTOR 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**

CONTRACTOR 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. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Subcontractor, or anyone employed, directed or supervised by CONTRACTOR.

2. Nothing herein contained shall be construed as limiting in any way the extent to which the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof;
  - b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of CONTRACTOR if under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - c. Terminate the Agreement.