



# WASHOE COUNTY

Integrity Communication Service  
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## STAFF REPORT BOARD MEETING DATE: December 13, 2016

CM/ACM \_\_\_\_\_  
Finance  \_\_\_\_\_  
DA  \_\_\_\_\_  
Risk Mgt  \_\_\_\_\_  
HR n/a  
Other \_\_\_\_\_

**DATE:** December 2, 2016  
**TO:** Board of County Commissioners  
**FROM:** Kevin Schiller, Assistant County Manager  
328-2008, [kschiller@washoecounty.us](mailto:kschiller@washoecounty.us)

**SUBJECT:** Recommendation to approve Amendment #1 to Intrastate Interlocal Contract between Public Agencies, a contract between the State of Nevada acting by and through its Department of Health and Human Services Division of Public and Behavioral Health Lake's Crossing Center and Washoe County for professional services to conduct mental health evaluations of defendants; retroactively effective December 1, 2016 to June 30, 2018, not to exceed \$746,062.00 (All Commission Districts.)

### SUMMARY

Recommendation to approve Amendment #1 to Intrastate Interlocal Contract between Public Agencies, a contract between the State of Nevada acting by and through its Department of Health and Human Services Division of Public and Behavioral Health Lake's Crossing Center and Washoe County for professional services to conduct mental health evaluations of defendants; retroactively effective December 1, 2016 to June 30, 2018, not to exceed \$746,062.00 (All Commission Districts.)

**Washoe County Strategic Objective:** Safe, secure and healthy communities.

### PREVIOUS ACTION

On April 10, 2007, the County Commission approved an interlocal agreement effective July 1, 2007 to June 30, 2009.

On June 23, 2009, the County Commission approved an interlocal agreement effective July 1, 2009 to June 30, 2011.

On January 24, 2012, the County Commission approved interlocal contract effective July 1, 2011 to June 30, 2013.

On November 12, 2013, the County Commission approved interlocal contract effective July 1, 2013 to June 30, 2015, not to exceed \$421,343 for biennium, \$210,671 annually. This contract was approved by the State Board of Examiners on February 11, 2014.

On June 24, 2014, the County Commission approved Amendment #1 to Contract between Lake's Crossing Center and Washoe County for professional services to conduct mental health

AGENDA ITEM # 11

evaluations of defendants; amending the amount \$57,266 biennium, \$28,633 annually for a total not to exceed \$478,700 for biennium, \$239,350 annually, to accurately reflect the rates and terms set forth in the original agreement effective retroactive July 1, 2013 to June 30, 2015.

On June 23, 2015 the County Commission approved the contract between Lake's Crossing Center and Washoe County for professional services to conduct mental health evaluations for defendants in the amount of 254,350.00 annually.

### **BACKGROUND**

Since 1999, Washoe County District Court has partnered with the State of Nevada Department of Mental Health and Developmental Services, Lake's Crossing Center to share the costs of one full-time mental health professional to provide mental health evaluations, including competency evaluations and risk assessments at the Washoe County Detention Center. The full-time positions are employed by Lake's Crossing Center. The positions accept referrals from the Public Defender's Office, District Attorney's Office, or Alternate Public Defender's Office to evaluate defendants housed at the Detention Center or released into the community by the Court.

The current contract was for 747 evaluations per year for both FY2016 and FY2017. Under the current contract, each evaluation was estimated at approximately four hours. The staffing needs for the contract equated to 1.80 FTE for both years with the State agreeing to pay 50% of the cost for one full time equivalent Psychologist I position. The County paid for all additional FTE salary and benefit cost. In addition, an administrative handling fee of \$50 per evaluation was paid with the current average County cost per evaluation being \$282.

The evaluations and health professionals attend court hearings as requested by the Court, the Public Defender's Office, or the District Attorney's Office and the agreement calls for the County to pay the state \$135 per hour as an expert witness or \$60 per hour to stand by for testifying.

The State of Nevada has indicated that they can no longer provide the services pursuant to the current contract and have requested an amendment retroactive to December 1, 2016 due to the increased volume and capacity issues. The amended contract will increase the evaluation cost to approximately \$450.00 per evaluation, to include a cancellation fee and increases for standardized testing and testimony. The new rate will result in an increase of \$216,850.00 annually, and \$124,657.00 for the remainder of the fiscal year and is based on maximum usage at 1000 evaluations annually, given actuals are up from the 750 evaluations completed within the previous fiscal year.

The sharing of the costs of mental health examinations continues to create monetary efficiencies for both the State and County in addition to providing more timely evaluations of persons housed in the Detention Center. In conjunction with the increase, staff has attempted to locate alternate providers to assist and offset the costs; however, our region has limited providers and all were significantly higher in cost than the proposed amended contract and associated fees.

### **FISCAL IMPACT**

The fiscal impact for the remainder of this fiscal year will be an increase of \$126,497.00, with an increase annually in the second year of 216,850.00

Funding for FY15/16 c1010-Medical Exams 710868.

**RECOMMENDATION**

It is recommended that the Board of County Commissioners approve Amendment #1 Intrastate Interlocal Contract between Public Agencies, a contract between the State of Nevada acting by and through its Department of Health and Human Services Division of Public and Behavioral Health Lake's Crossing Center and Washoe County for professional services to conduct mental health evaluations of defendants; retroactively effective December 1, 2016 to June 30, 2018, not to exceed \$746,062. (All Commission Districts.)

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve Amendment #1 Intrastate Interlocal Contract between Public Agencies, a contract between the State of Nevada acting by and through its Department of Health and Human Services Division of Public and Behavioral Health Lake's Crossing Center and Washoe County for professional services to conduct mental health evaluations of defendants; retroactively effective December 1, 2016 to June 30, 2018, not to exceed \$746,062.00."

**AMENDMENT #1 TO INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

Between the State of Nevada  
Acting By and Through Its  
Department of Health and Human Services  
Division of Public and Behavioral Health  
**Lake's Crossing Center**  
500 Galletti Way  
Sparks, NV 89431  
Ph: (775) 688-1900 · Fax: (775) 688-1909

and

**Washoe County**  
101 East 9<sup>th</sup> street – #A201  
P.O. Box 11130  
Reno, Nevada 89520-0027  
Ph: (775) 328-2000 · Fax: (775) 328-2037

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original contract and dated July 1, 2015 attached hereto as Exhibit C, remain in full force and effect with the exception of the following:

A. This contract is being amended to increase the consideration and change the method that Fees for Services are considered. Original contract was based on FTE and amended contract is based on cost for each type of report.

**Current Contract Language:**

7. CONSIDERATION. **Lake's Crossing Center** agrees to provide the services set forth in paragraph (6) at a cost **reflective upon the rates and terms set forth in ATTACHMENT AA, Article Four: Fees for Service**, with total Contract not to exceed \$ 508,700.00.

ATTACHMENT AA – SCOPE OF WORK

**Amended Contract Language:**

7. CONSIDERATION. **Lake's Crossing Center** agrees to provide the services set forth in paragraph (6) at a cost **reflective upon the rates and terms set forth in Exhibit B – Fee Schedule**, with total Contract not to exceed \$942,400.00

Exhibit A – Amended Scope of Work (Replaces original SOW – Attachment AA)

Exhibit B – Fee Schedule

2. INCORPORATED DOCUMENTS. Exhibit C (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

\_\_\_\_\_ Date  
Chair  
Washoe County Board of Commissioners  
Independent's Contractor's Title

\_\_\_\_\_ Date  
for Cody L. Phinney, MPH  
Administrator,  
Division of Public and Behavioral Health  
Title

\_\_\_\_\_ Date  
for Richard Whitley, MS  
Director,  
Department of Health and Human Services  
Title

\_\_\_\_\_  
Signature - Board of Examiners  
APPROVED BY BOARD OF EXAMINERS  
On \_\_\_\_\_  
(Date)

Approved as to form by:  
\_\_\_\_\_  
Deputy Attorney General for Attorney General  
On \_\_\_\_\_  
(Date)

**EXHIBIT A**  
**AMENDED SCOPE OF WORK**  
**(Replaces the Original Scope of Work – Attachment AA)**

DEFINITIONS

1. The County means any department or agency of the county government including, without limitation, the District Attorney, the Office of the Washoe County Public Defender, the Alternative Public Defender and conflict attorneys.
2. The Court means the Second Judicial District Court.
3. The State means the the Division of Public and Behavioral Health, Lake’s Crossing Center for Mentally Disordered Offenders.
4. A defendant means a person detained or housed at the Washoe County Detention Facility or released by the court pending adjudication, regardless of whether that person has been charged with, arraigned on, or is pending sentencing.
5. The Mental Health professional means a person, who is a clinical psychologist or clinical social worker, is licensed as such by the State of Nevada and is an employee of the State of Nevada or under contract to the State.
6. Competency evaluations may include, with the approval of the requesting agency, the following classes of standardized tests including but not limited to; cognitive/intellectual assessment; personality diagnostic measures/neuro-psychological screening and formal forensic measures of competency, risk and malingering at the standardized testing rate in Exhibit B – Fee Schedule.

STATE’S RESPONSIBILITIES

The State will:

1. Accept referrals from the County Public Defender’s Office, the Alternative Public Defender, conflict attorneys, District Attorney’s Office and the Court. These referrals for performing evaluations of defendants shall allow the procedures outlined in section 8 of this Article and shall be in writing on the form designated by the State. All statutorily required documentation shall accompany the request.

If no legal counsel has been obtained for a defendant for whom an evaluation is sought, no referral will be accepted. All referrals for competency evaluations must be subject to a court order after an attorney for the defendant has been appointed. Other categories of evaluations may be completed after an attorney has been appointed with the signed consent of the defendant to do so. All records necessary to complete the evaluation must be received prior to the evaluation being completed. If the appropriate records are not provided the evaluator shall indicate in writing and the evaluation will not be completed until the records are received. The State will conduct mental evaluations as time allows in the five areas as prioritized below.

- A. Competency Evaluations per NRS178.415
- B. Risk Assessments per NRS176.A.110 (as designated pre-sentencing)
- C. Criminal Responsibility Assessments
- D. Substance Abuse Evaluations
- E. Other Evaluations necessary for sentencing determinations as requested by the Court

2. The assigned evaluator will complete the requested assessment according to national standards for the types of mental health assessments indicated above. Pre-commitment Competency Evaluations will be completed by reviewing the medical and legal records provided by the Court and/or Public Defender’s office. A clinical interview/mental status examination will be conducted with the defendant to the degree the defendant cooperates. The initial competency evaluation may include, at no additional cost, an administration of the Revised Competency Assessment Instrument (RCAI). Should any other appropriate third party corroboration be required, the examiner will seek to access that information. When these steps are completed, the report will be generated, edited and provided to the Court, the defense and the prosecutor. Should the evaluator or officers of the court deem it necessary to complete standardized testing above and beyond the standard mental status examination or structured competency interview or complete

other extensive investigative record review, the County will be charged the standardized testing rate in Exhibit B – Fee Schedule. Such additional testing will be only with the prior approval of the Public Defender. Should interpreter services be necessary, the State will inform the County of the need and will continue the evaluation once the County has provided interpreter services. Other psychological assessments may be requested by the Court and the Public Defender's office on a case-by-case basis, as service time is available at an additional cost which will include any risk assessments pre-conviction. The State will provide program evaluation data to indicate work performed.

3. Complete the evaluations and submit the associated reports to the person who requested the evaluation within fifteen (15) working days of the referral, assuming required interpreter services are provided by the County when requested by the State. In the event that the pertinent statutorily required records and reports have not been received within this time frame, the evaluation shall so reflect and the defendant may be more fully evaluated upon receipt of the information. Additional evaluations or re-evaluation of the same defendant may not be requested of the State, under any other circumstance unless so designated in this attachment.

All reports prepared pursuant to this Attachment are to be treated as privileged communications unless and until they are filed with the appropriate court or authorized to be released by the defendant's attorney. Reports filed with the Court will be controlled as provided by Court rule.

4. Attend Court hearings as requested by the Court, the Public Defender's office, Alternative Public Defender, conflict attorneys or the District Attorney's office at an additional cost.

5. Provide the necessary clerical support to prepare and maintain the documents/reports required pursuant to this Attachment and in accordance with its timeliness.

6. Conduct all evaluations through a Mental Health Professional, a salaried employee of the State or professional under contract with the State. The State will provide appropriate back-up coverage to meet all standards as outlined in this Attachment. The State acknowledges that the Mental Health Professional is not an employee of the County and that the County is not responsible for the supervision or control of the employment of the Mental Health Professional, nor his/her acts or omissions.

7. Allocate sufficient available work hours of the Mental Health Professional to conduct the mental health evaluations (competency, risk assessment, criminal responsibility assessments and substance abuse referrals) in the jail or, if released to the community, at Lake's Crossing Center outpatient area. Preparation of the court reports will be included as time allocable to the County under this Attachment.

Lake's Crossing Center personnel conducting business at the Washoe County Sheriff's Office Detention Center will immediately notify the Sheriff, where feasible, of all issues involving the safety or security of the facility.

#### COUNTY'S RESPONSIBILITIES

1. The County designates the County Manager or his/her designee as the person who will manage this Attachment and function as the contact person for the State.

2. The County through the Public Defender, Alternative Public Defender, conflict attorneys and/or their designee will make a written referral to the State for client competency evaluations. We require a court order for all competency evaluations. A court order or a signed consent is required for all other evaluations. The Public Defender, Alternative Public Defender or conflict attorneys will provide the State with written authorization for the release of the defendant's medical and mental health records, signed by the attorney of record or by the defendant. The Public Defender, Alternative Public Defender or conflict attorneys shall also provide the State information in its possession concerning the defendant and the current criminal charges pending against the defendant. If a criminal defendant represented by private counsel wants to utilize the services of the Mental Health Professional for a competency evaluation, private counsel must work through Assistant County Manager and/or Lake's Crossing Center Agency Director and will be subject to the same requirements as outlined above for the Public Defender or conflict attorneys.

3. The County shall provide access to and bear the costs of the facilities and equipment at the Washoe County Detention Facility, which are necessary to the performance of the State's duties under this Attachment. This includes, but is not limited to, office space, furniture, telephone, facsimile machine and copier.

4. The County shall provide the State access to defendants on a timely basis for interviews, questions, consultation and other forms of participation under this Attachment.

5. The County will provide any interpreter services required for the State to complete the required evaluations. These interpreter services will be provided at the County's expense and are not reimbursable under this Attachment

6. The County will provide access to defendant medical records for the Mental Health Professional as needed for the purpose of ensuring properly informed evaluations. The attorney shall procure a signed release from the defendant to allow examiners to access medical records at the jail in order to complete assessments. In the absence of a signed consent, a court order to access records should be provided. Should neither of these be provided the evaluation shall document that insufficient information was available to provide a complete assessment.

7. The County will see that defendants not in custody will appear for scheduled appointments with the State provided Mental Health Professional. Should a client miss more than one (1) appointment and a subsequent re-scheduled appointment, he or she will be referred back to the county for assessment. The County will take full responsibility for any missed court appearances.

#### FEES FOR SERVICE

1. The State will submit monthly to the County Manager's office, invoices detailing the services rendered by evaluation, the client tracking number, the type of evaluation, the place of evaluation and the Mental Health Professional who conducted the evaluation.

2. The County shall pay the State for these services based on the monthly invoices submitted to them within 30 days of receipt, provided the invoice contains sufficient specificity to enable the authorization of payment. The County reserves the right to withhold any payment if it is determined that the services described herein have not been provided or reported by the terms of this Attachment.



EXHIBIT B  
FEE SCHEDULE

Fees effective December 1, 2016

<b>Fee Schedule</b>				
Annual Services	Flat Rate	Per Hour	Units	Total
Completed Evaluation	\$ 450		1000	\$ 450,000
Cancelled Evaluation	\$ 70		160	\$ 11,200
Expert Witness Testimony		\$ 135	50	\$ 6,750
Standardized Testing		\$ 65	50	\$ 3,250
Total				\$ 471,200
Term of Contract in Years				2
Not to Exceed Amount				\$ 942,400

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada  
Acting By and Through Its  
Department of Health and Human Services  
Division of Public and Behavioral Health  
Lake's Crossing Center  
500 Galletti Way  
Sparks, Nevada 89431  
Ph: (775) 688-1900 · Fax: (775) 688-1909

and

Washoe County  
1001 East 9<sup>th</sup> Street – A201  
PO Box 11130  
Reno, Nevada 89520-0027  
Ph: (775) 328-2000 · Fax: (775) 328-2037

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective July 1, 2015 to June 30, 2017, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: SCOPE OF WORK

7. **CONSIDERATION.** Lake's Crossing Center agrees to provide the services set forth in paragraph (6) at a cost of reflective upon the rates and terms set forth in ATTACHMENT AA, Article Four: Fees for Service, with total Contract not to exceed \$ 508,700.00. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. **INSPECTION & AUDIT.**

a. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.

14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its

duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Washoe County  
Public Agency #1

Marsha Berkbigler  
Date

Chair,  
Washoe County Board of Commissioners

Division of Public and Behavioral Health  
Public Agency #2

for Marta E. Jensen  
Date

Acting Administrator,  
Public and Behavioral Health  
Title

for Richard Whitley, MS  
Date

Director,  
Department of Health and Human Services  
Title

Signature for Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS  
On \_\_\_\_\_  
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General, State of Nevada

On \_\_\_\_\_  
(Date)