

NF
Sheriff's
Ross Chichester

FILED
96-146

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR '96 NOV -6 P4:20

The parties to this agreement are DOUGLAS COUNTY, NEVADA acting by and through the Douglas County Sheriff's Department and its Sheriff, Jerry Maple, hereafter referred to as DOUGLAS COUNTY, NEVADA and THE PRIMARY MEDICAL GROUP, hereinafter referred to as CONTRACTOR. CONTRACTOR defined as signee or his qualified designee. BY *[Signature]* CLERK DEPUTY

PREAMBLE

WHEREAS, it is deemed that the services of CONTRACTOR herein specified are both necessary and desirable and in the best interest of DOUGLAS COUNTY, NEVADA; and

WHEREAS, CONTRACTOR represents that he/she is duly qualified and able to render the services as hereinafter described;

1. This contract shall be effective from the 1st day of September 1996 to the 31st day of August 1997. Unless sooner revoked by either party as set forth in paragraph two (2).
2. This contract may be revoked without cause by either party prior to the ending date set forth in paragraph one (1), provided that a revocation shall not be effective until ninety (90) days after a party served written notice upon the other party.
3. The parties agree that the services to be performed are as follows:

CONTRACTOR will perform:

- A. Those tasks as listed on the attached position description.
- B. Will maintain a schedule of services as follows:
 Monday, Wednesday, Friday - Minden Jail Facility
 Monday and Friday - Lake Tahoe Jail Facility
 (preferable during a.m. hours; or as otherwise pre-arranged and agreed upon)
- C. The CONTRACTOR will provide malpractice insurance
- D. The CONTRACTOR shall see to the medical needs of the inmates, make a sanitation inspection of the culinary and surrounding areas with the assistance of a deputy, make regular sanitation and cleanliness inspection of the cell blocks.
- E. The CONTRACTOR shall assure compliance with the NCCHC guidelines regarding jail medical facilities, insure proper stocking and security for all medical supplies including medication.
- F. The CONTRACTOR shall, in the event of a medical emergency, assure that normal protocol is followed for transportation and disposition of the inmates as necessary.
- G. The CONTRACTOR shall keep and record that information necessary to insure the proper care of inmates, provide legal documentation of same and comply with all essential standards set forth by NCCHC guidelines.
- H. The CONTRACTOR shall provide the Jail Administration with reports, inspections, analysis and purchases under documentation as required by NCCHC guidelines and the Douglas County Sheriff's Office Administration.
- I. The CONTRACTOR shall maintain the medication inventory log, dispensation log and an adequate supply of those medications deemed appropriate to be stored in the medical lockers of the facilities.

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J. All records and duties pertaining to the jail shall be subject to inspection by Sheriff's Office Administration for compliance. This action is not to infringe on client-physician privilege.

- 4. CONTRACTOR agrees to provide the services set forth in paragraph three (3) and on the attached position description to the following schedule.
 - A. \$ 40,896.00 annually
 - B. CONTRACTOR will not be compensated for any hours CONTRACTOR is not actually performing services to the COUNTY.

DOUGLAS COUNTY, NEVADA agrees to pay CONTRACTOR wages due in installments as follows: monthly commencing July 1996.

- 5. This contact will be construed and interpreted according to the laws of the State of Nevada
- 6. With the exception of a qualified, designated PACC/RN, the CONTRACTOR shall neither assign, transfer, nor delegate any rights, obligations, or duties under this agreement without prior written consent of DOUGLAS COUNTY, NEVADA.
- 7. CONTRACTOR agrees to indemnify, save and hold DOUGLAS COUNTY, NEVADA its agents and employees harmless from any and all claims, causes of action or liabilities arising from the performance of this agreement by the CONTRACTOR. The parties agree that CONTRACTOR is an independent contractor and is not a classified employee entitled to the protection and benefits authorized by the Classified Merit System of DOUGLAS COUNTY, NEVADA. Accordingly, CONTRACTOR understands and acknowledges that he is not a DOUGLAS COUNTY, NEVADA employee and that there shall be no:
 - A. withholding of income taxes by DOUGLAS COUNTY, NEVADA;
 - B. Participation in group insurance plans which may be available to the classified employees of DOUGLAS COUNTY NEVADA;
 - C. accumulation of vacation, sick or holiday leave; and,
 - D. Unemployment compensation provided by DOUGLAS COUNTY, NEVADA.

The term of this agreement is one (1) year commencing the 1st day of September 1996.

8. This contact shall constitute the entire agreement between the parties and may only be modified by a written agreement signed by the parties and approved by the Douglas County Board of Commissioners.

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

Date: 10/23/96

David H. Johnson

CONTRACTOR: DR. DAVID H. JOHNSON, M.D.

Date: 10-29-96

Robert Allgeier
DOUGLAS COUNTY COMMISSION CHAIRMAN:
ROBERT ALLGEIER

ADDENDUM "A"

SCOPE: Provision of medical services for all inmates.

TASKS:

1. Oversee the functions of the Jail Medical Facilities according to the NCCHC requirements for accreditation as currently published or as may be amended in the future. Provide Medical services to the Jail as required by the NCCHC and the Sheriff's Department Medical Manual.
2. Review and countersign all medical records generated in the Jail Facilities.
3. Oversee and be responsible for the procurement, distribution and storage of prescription medication used in the Jail Facilities.
4. Assist in arranging specialist consultation as needed by inmates.
5. Attend quarterly meetings with Jail Medical Staff.
6. Participate in NCCHC jail evaluations for continued accreditation.
7. Evaluate and approve standing orders and the Jail Medical Manual.

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'96 NOV -7 AM 12:21

LINDA SLATER
RECORDER

PAID *KJ* DEPUTY

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CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: November 7, 1996

B. REED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By *[Signature]* Deputy

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