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NO. 2000.040

FILED

APPROVED MARCH 16, 2000 COMMISSIONERS MEETING

'00 MAR 20 **CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

RECEIVED
FEB 24 2000
EAST FORK FIRE DISTRICT

BARBARA REED
CLERK
[Signature]
DEPUTY

A CONTRACT BETWEEN EAST FORK FIRE & PARAMEDIC DISTRICT

AND

THE MEDICAL DIRECTORS ADVISORY BOARD,
AND THE PHYSICIAN ADVISOR, DR. DAVID H. TILLITT

WHEREAS, the East Fork Fire and Paramedic District (District) from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the services of the Medical Directors Advisory Board, and the Physician Advisor, Dr. David H. Tillit (Contractor) are both necessary and desirable and in the best interests of the District; and

WHEREAS, Contractor represents that it is duly qualified, equipped, staffed, ready, willing and able to perform and render the services described in the contract;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. This contract becomes effective upon execution, unless sooner revoked by either party in accordance with ¶ 6, and shall remain in effect for a period of 90 days from the date of execution. Upon mutual agreement of the parties, the contract may be extended for an additional period of up to one year from the expiration of the original 90 day period.

2. INDEPENDENT CONTRACTOR STATUS. The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 284.173, as necessarily adapted, to the parties, including that Contractor is not a County employee and that

There shall be no:

- (1) Withholding of income taxes by the District;
- (2) Industrial insurance coverage provided by the District;
- (3) Participation in group insurance plans which may be available to employees of the District;
- (4) Participation or contributions by either the independent contractor or the District to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the District if the requirements of NRS 612.085 for independent contractors are met.

3. INDUSTRIAL INSURANCE. If applicable, Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the District to make any payment under this contract, to provide the District with a work certificate and/or a certificate certifying compliance with NRS chs. 616A-616D issued by an insurer in accordance with NRS § 616B.627.

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract and to provide immediate notice to the District of any lapse in or nonpayment of coverage. If contractor does not maintain coverage throughout the entire term of the contract, contractor agrees that

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District may, at any time the coverage is not maintained by contractor, order the contractor to stop work, suspend the contract, or terminate the contract. For each six month period this contract is in effect, contractor agrees, prior to the expiration of the six month period, to provide a certificate issued pursuant to NRS 616B.627 and notice of lapse in or nonpayment of coverage. If contractor does not provide the certificate before the expiration of the six month period, contractor agrees that District may order the contractor to stop work, suspend the contract, or terminate the contract.

4. SERVICES TO BE PERFORMED. The parties agree that the services to be performed are as follows:
As described on Attachment A.

5. PAYMENT FOR SERVICES. The District agrees to provide the services set forth in ¶ 4 at a total cost of \$75.00 per hour, with hours worked rounded to the nearest half hour. District agrees to pay the Medical Directors for the services of the Physician Advisor within a reasonable time after submission of quarterly billings by the Medical Directors.

6. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party prior to the date set forth in paragraph 1, provided that a revocation shall not be effective until sixty days after a party has served written notice upon the other party. The District may also terminate the services of the Physician Advisor upon thirty days written notice to the Physician Advisor and the Medical Directors, in which event the Medical Directors shall provide coverage (as required by Attachment A, ¶ 1) for a period of up to sixty days and shall assist the District in locating a new Physician Advisor.

7. NONAPPROPRIATION. All payments under this contract are contingent upon the availability to the District of the necessary funds. In the event that sufficient funds, as determined by the District, are not available for any reason, the District shall not be obligated to make any payments to Contractor under this contract. This provision shall be construed as a condition precedent to the obligation of the District to make any payments under the contract. Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. If any payments which are otherwise due to Contractor under this contract are deferred because of the unavailability of sufficient funds, such payments will promptly be made to Contractor if sufficient funds later become available.

8. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada.

9. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

10. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the Douglas County.

11. INSURANCE. The parties agree to mutual cooperation in maximizing any available insurance coverages in connection with any losses or liabilities arising out of their obligations under the terms of this contract as follows:

a. The District agrees to maintain, at its sole cost, liability insurance to include general liability, automotive liability, public officials and professional liability for any and all property claims and suits for damage arising out of the operations of the District, its officers, agents, representatives, volunteers or employees. The policies shall provide coverage for bodily injury and property damage in an amount not less than \$1,000,000 combined single limit, or \$1,000,000 per occurrence with a \$2,000,000 annual aggregate. The Medical Directors and the Physician Advisor shall be named as

additional insureds. No cancellation or change of coverage of insured shall be effective until thirty days written notice has been given to the Medical Directors and the Physician Advisor.

b. The Medical Directors and the Physician Advisor agrees to maintain, at its sole cost or through the hospital with which they have privileges, liability insurance to include general liability, automotive liability, public officials and professional liability for any and all property claims and suits for damage arising out of the operations of the Medical Directors, the Physician Advisor, their officers, agents, representatives, volunteers or employees. The policies shall provides coverage for bodily injury and property damage in an amount not less than \$1,000,000 combined single limit, or \$1,000,000 per occurrence with a \$2,000,000 annual aggregate. The Medical Directors and the Physician Advisor shall be named as additional insureds. No cancellation or change of coverage of insured shall be effective until thirty days written notice has been given to the District.

12. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the District Board of Trustees.

13. RECORDS. The parties shall keep and maintain all records required to be kept by law, and subject to laws relating to confidentiality and to the extent permitted by law, all records established or generated as a result of this contract or the performance of services under the contract, shall be made available to the other party during the term of this contract and for a period of four years after its expiration.

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

B. Bailey 3/9/00
Medical Directors Advisory Board (Date)

[Signature] 2/21/00
Physician Advisor (Date)

[Signature]
East Fork Fire & Paramedic District (Date)

Approved as to form by:

[Signature]
Deputy District Attorney

ATTACHMENT A

1. DEFINITIONS

- a. "District" is the East Fork Fire and Paramedic District.
- b. "Medical Directors" are individual emergency medical physicians who provide emergency medical services in various locations.
- c. "Physician advisor" is a duly licensed and qualified emergency medical physician, who is a member of the Medical Directors and desires to act as the medical director for the District within the service area of the District during the term of this contract.

2. **SERVICE AS PHYSICIAN ADVISOR.** On behalf of the Medical Directors, the Physician Advisor will act as the Medical Director of the District. In the event that Dr. Tillit terminates his association with Medical Directors, or in the event he is not qualified or able to act as Physician Advisor under this contract, notice of termination shall be immediately given to the District. Thereafter, Medical Directors shall provide coverage for a maximum period of sixty days, and Medical Directors shall assist the District in locating a licensed and qualified emergency medical physician to take the place of the Physician Advisor.

3. **DUTIES OF PHYSICIAN ADVISOR.** The Physician Advisor's duties as encompass, in coordination with the Medical Directors in so far as possible, the attendance at meetings and continuing emergency medical education classes, reasonable assistance in quality assurance reviews, in conducting manual skills exams, in developing and reviewing protocols, in conducting pre-employment interviews of EMTs and paramedics, in being available for consultation, and such other duties as the parties may agree upon to be performed, as set forth below:

- a. **Establish Protocols.** Upon execution of this contract, the Physician Advisor shall certify in writing that he has reviewed and approves of existing protocols. To the extent there are no protocols, the Physician Advisor shall establish written protocols and policies regarding the provision of emergency medical services by personnel of the District for conformance with applicable statutes and regulations. These protocols and procedures must establish standards for the dispatch of personnel and equipment to a location where emergency medical services are required, the provision of emergency medical services at the location and during transportation, the methods for transporting patients for further medical treatment, the disposition of the patient upon being received at a location where medical treatment will be provided by persons other than District personnel, and the treatment of a patient who refuses emergency medical services or to be transported to another location for the purpose of providing further medical treatment.

- b. **Review Protocols.** Working with the Medical Advisory Board, at least every six month during the term of this contract, the Physician Advisor shall review and update as necessary the established protocols and procedures for the District with the goal of making them uniform.

- c. **Issue Standing Orders.** Immediately upon execution of this contract, the Physician Advisor shall issue standing orders in writing which will establish criteria under which provision of emergency medical services may be initiated by District personnel prior to establishing contact with the Physician Advisor.

- d. **Review Standing Orders.** At least once every six months, the Physician Advisor shall review and update as necessary the standing orders.

- e. **Copies of Documents.** Immediately upon execution of this contract and following each periodic review, the Physician Advisor shall provide the District, for distribution to local hospitals, signed copies of the protocols, procedures, standing orders, and updates under which District personnel are to provide emergency medical services.

- f. **Quality Assurance and Manual Skills Examination.** At least once every six months, the Physician Advisor shall make an evaluation of the emergency medical services being provided by District personnel for the quality of the services provided and for the conformance of the services to

the protocols, procedures, standing orders, and updates established by the Physician Advisor in conjunction with evaluations of District by the Medical Directors.

g. Recommendations Following Evaluations. The Physician Advisor will make recommendations to the State Health Officer regarding whether District personnel should continue to be certified as attendants or emergency medical technicians. These recommendations must be based upon an evaluation of the skills of the persons involved or their performance in providing emergency medical services to patients.

h. Suspensions. The Physician Advisor has the authority to suspend persons from providing emergency medical care in the District for due care pending review by the State Health Officer.

i. CME training. The Physician Advisor shall review and approve curriculum, instructors and hours of education sources which personnel of the District are required to take for certification and for renewals of certifications as attendants or emergency medical technicians, and the Physician Advisor shall attend a CME class/base station meeting at least once per month.

j. Medical Advisory Board Meetings. The Physician Advisor shall attend the quarterly meeting of the Medical Advisory Board.

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

2000 MAR 20 AM 11:05

LINDA SLATER
RECORDER

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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: March 20, 2000
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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