

NF  
China Springs  
Steve Thaler

FILED

2000.032

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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A contract between Douglas County, and the China Spring Youth Camp

AND

BAK...  
BY *[Signature]* DEPUTY

Bruno A. Bielat, Ph.D. - Psychologist  
1886 Karin Drive, Carson City, Nevada 89706

Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

The services of Contractor specified are both necessary and desirable and in the best interests of Douglas County, and the China Spring Youth Camp; and

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

In consideration of the mutual agreements, the parties agree as follows:

1. **EFFECTIVE DATE OF CONTRACT.** This contract will become effective when approved by the Douglas County Board of County Commissioners.
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 284.713, as necessarily adapted, to the parties, including that Contractor is not a County employee and that
  - (1) Withholding of income taxes by the China Spring Youth Camp;
  - (2) Industrial insurance coverage provided by the China Spring Youth Camp;
  - (3) Participation in group insurance plans which may be available to employees of the China Spring youth Camp;
  - (4) Participation or contributions by either the independent contractor or the China Spring Youth Camp to the public employees retirement system;
  - (5) Accumulation of vacation leave or sick leave;
  - (6) Unemployment compensation coverage provided by the China Spring Youth Camp if the requirements of NRS 612.085 for independent contractors are met.
3. **INDUSTRIAL INSURANCE.** Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the China Spring Youth Camp to make any payment under this contract, to provide the China Spring Youth Camp with a work certificate and/or a certificate issued by the State Industrial Insurance System (SIIS) in accordance with NRS 616.280 or a letter giving Contractor and exemption. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to SIIS:

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Bruno A. Bielat, Ph.D. entered into a contract with China Spring Youth Camp to perform work from **July 1, 2000** to **June 30, 2001** and requests that the State Industrial Insurance System provide to China Spring Youth Camp 1) A certificate of coverage issued pursuant to NRS 616.280 and 2) Notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to:

China Spring Youth Camp Director  
P.O. Box 218  
Minden, NV 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract. If contractor is not exempt or does not maintain coverage throughout the entire term of the contract, contractor agrees that China Spring Youth Camp 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 another written request to SIIS for the provision of a certificate and notice of lapse in or nonpayment of coverage. If contractor does not make the request or does not provide the certificate before the expiration of the six month period, contractor agrees that China Spring Youth Camp 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:

Contractor agrees to provide the China Spring Youth Camp, within Douglas County, Nevada, counseling for juveniles and their families at the China Spring Youth Camp, at the direction of the China Spring Director. The time for the counseling sessions will be with the approval of the Director of the China Spring Youth Camp.

The counseling will take place in an office area provided by the China Spring Youth Camp.

5. **PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph (4) at a cost of \$85.00 per hour. In addition there is no reimbursement for Contractor for travel expenses and per diem allowances. Unless Contractor has received a written exemption from the County, Contractor will submit bi-weekly time cards for payment for services performed under this agreement.
6. **TERMINATION OF CONTRACT.** This contract may be terminated without cause by either party 30 days after a party has served written notice upon the other party.
7. **FISCAL FUNDING OUT.** All payments under this contract are contingent upon the availability to the China Spring Youth Camp of the necessary funds. In the event that sufficient funds, as determined by the China Spring Youth Camp, are not available for any reason, The China Spring Youth Camp shall not be obligated to make any payments to Contractor under this

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contract. This provision shall be construed as a condition precedent to the obligation of the China Spring Youth Camp 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 will neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.
11. **INDEMNIFICATION.** Contractor agrees to indemnify and save and hold the China Spring Youth Camp, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.
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 Board of Douglas County Commissioners.

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

*[Handwritten Signature]*  
Signature

*[Handwritten Signature]*  
China Spring Youth Camp

5-15-00  
Date

5-12-00  
Date

Approved as to form by:

*Robert J. Morris*  
Douglas County District Attorney

**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: June 20, 2000  
B. REED Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.  
By *[Handwritten Signature]* Deputy

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SEAL

COPY

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

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LINDA SLATER  
RECORDER

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