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APPROVED APRIL 4, 2002 ITEM #17  
DOUGLAS COUNTY COMMISSIONERS

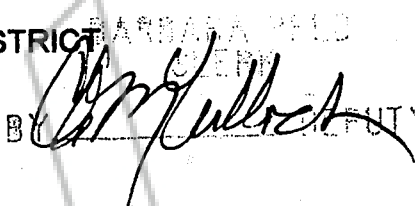
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NO. 2002.110

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# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN EAST FORK FIRE AND PARAMEDIC DISTRICT

AND

BY  BARBARA FIELD  
GENERAL MANAGER

DOUGLAS COUNSELING SERVICES  
1466 HIGHWAY 395  
GARDNERVILLE, NEVADA 89410

WHEREAS, 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 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 will be effective from April 1, 2002 to March 31, 2003, unless sooner revoked by either party in accordance with ¶ 6.

**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 District 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 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 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.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
2. Is otherwise in compliance with those terms, conditions and provisions.

**4. SERVICES TO BE PERFORMED.** The parties agree that the services to be performed are described in Attachment A..

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph (4) at a cost of \$1,000 per quarter, plus \$45 per session for each covered person in excess of two consultations per year. District agrees to pay Contractor within a reasonable time after submission of billings by Contractor.

**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 90 days after a party has served written notice upon the other party.

**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 District.

**11. INDEMNIFICATION.** Contractor agrees to indemnify and save and hold the District, 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 District Board.

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

Don Morrison  
Douglas Counseling Services

3-14-02  
(Date)

DOUGLAS COUNTY BOARD  
OF COUNTY COMMISSIONERS

Donald H. Miner  
Donald H. Miner, Chairman

4/4/02  
(Date)

EAST FORK FIRE AND PARAMEDIC DISTRICT

Tod Carlini  
Tod Carlini, Chief

3/13/02  
(Date)

Approved as to form by:

Deputy District Attorney  
Deputy District Attorney

3/20/02  
(Date)

## ATTACHMENT A

Douglas Counseling Services (DCS) will provide consultation, evaluation, treatment, and referral in the areas of mental health and substance abuse to District employees and volunteers and their families as follows:

1. DCS will provide, upon request of person or persons desiring assistance, two consultations during the term of this agreement with professionals for each employee or volunteer and their family members. The purpose of the consultation will be to determine the needs of the employee, volunteer, or family member and to design an appropriate treatment strategy. Should additional sessions be necessary, the fee will be at a reduced rate of \$45 per session for persons covered under this contract.
2. DCS will be available to District employees and volunteers for support or consultation within twenty four hours of request for critical incident debriefing and for any other circumstance judged to be an emergency by the District staff. In addition, all 911 personnel who participate in District emergencies will be invited to take part in subsequent critical incident debriefings. Should the need arise, those 911 personnel will also be eligible for all services described in ¶ 1.
3. DCS shall not, during the term of this agreement or at any time thereafter, report to any other party any confidential information acquired in the performance of professional services under this agreement. Patient/client confidentiality shall extend to communications with a patient/client and shall include records of identity, diagnosis, evaluation, or treatment of a patient/client which is created and maintained by a professional under Nevada law. Patient/client refers to any District employee or volunteer or their family who uses DCS services under this contract.
4. DCS shall expend such time as may be required for the performance of these services and shall perform such services diligently and according to the highest standards and in a manner consistent with the standard customarily applicable to persons occupying professional positions.

AFFIDAVIT

I, Don Morrison, on behalf of my company, Douglas Counseling being  
(Name of Sole Proprietor) (Legal Name of Company)

duly sworn, do hereby affirm under penalty of perjury that the assertions of this affidavit are true.

- 1. I am a Sole Proprietor.
- 2. I will not use the services of any employees in the performance of this contract.
- 3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.
- 4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.
- 5. I release Douglas County from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

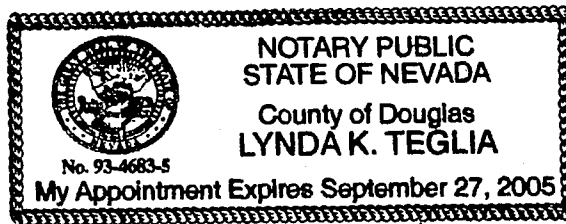
Signed this 14 day of, March, 2002

Signature Don Morrison

STATE OF NEVADA )  
                                  ) ss  
DOUGLAS COUNTY )

On March 14 02, Don Morrison personally appeared before me, a notary public, and was personally known or proved to me to be the person whose name is subscribed on the foregoing instrument and who acknowledged to me that he executed the foregoing affidavit.

Lynda K Teglia  
NOTARY PUBLIC



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

2002 APR 16 AM 9: 03

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: April 15 2002  
B. REED Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.  
By Chad Mullock Deputy

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