

W.F. PA'S
Brian Chally

APPROVED 12/5/02 ITEM #12
DOUGLAS COUNTY COMMISSIONERS MEETING

FILED
NO. 2003.078

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN DOUGLAS COUNTY

RECEIVED
APR - 9 2003
DEPUTY
Douglas County Manager

AND

CARSON VALLEY MEDICAL CENTER, A BARTON MEMORIAL HOSPITAL FACILITY
1107 Highway 395, Gardnerville, Nevada 89410

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

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

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

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

1. EFFECTIVE DATE AND TERM OF CONTRACT. This contract shall not become effective until and unless approved by the Douglas County Board of County Commissioners or Purchasing and Contracts Administrator, whichever is required. This contract will be effective until December 31, 2003, with a County option to renew for three additional one year periods upon provision of notice to Contractor by December 15 of each year.

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

There shall be no:

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

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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 County to make any payment under this contract, to provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS § 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

(Company Name) has entered into a contract with Douglas County to perform work from (starting date) to (ending date) and requests that the insurer provide to Douglas County 1) a certificate of coverage issued pursuant to NRS § 616B.627 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:

Douglas County Manager
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract. If contractor does not maintain coverage throughout the entire term of the contract, contractor agrees that County 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 the insurer 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 County 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: In accordance with the Scope of Work attached as Addendum A. Specific medical examinations may be added and deleted by County to comply with applicable laws and regulations, with Addendum B (Fee Schedule) adjusted accordingly. Contractor agrees that, for any of the three renewal years, any proposed adjustment to fees set forth in Addendum B will be submitted to the County by December 1, fourteen days prior to the County's December 15 notice of renewal date.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph (4) at the cost stated Addendum B. Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this agreement. Requests for payment by Contractor may only be made for reimbursement of actual cash disbursed. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget.

Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the approved budget. County agrees to pay Contractor installments as follows:

6. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party after the first year, provided that a revocation shall not be effective until 60 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 County of the necessary funds. In accordance with NRS § 354.626, NRS § 244.320, and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished if the County fails to appropriate monies.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

8. PENALTIES AND RETENTIONS. No payments will be made by the County until any required reports or deliverables have been submitted to and approved by the County. Late submission of any report or other deliverable may, at the sole election of the County, result in a 10% penalty on the total contract amount for each week or portion of a week that such reports or deliverables are late. Any assessed penalty may, at the County's election, be withheld by the County or be billed to Contractor. Contractor agrees to pay any penalty assessment billed to Contractor by the County within 30 days of the mailing of the bill by the County. Any fund obligated by the County under this agreement that are not expended by Contractor shall automatically revert back to the County upon the completion, termination or cancellation of the agreement. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds. In addition, the County may, in its sole discretion, retain an amount of up to 10% from each payment made under ¶ 5 until the contract is completed to the County's satisfaction and finally accepted by the County.

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

10. 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.

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

12. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

13. DISPOSITION OF CONTRACT MATERIALS. Contractor shall maintain confidential employee health records under this agreement in accordance with applicable laws and administrative requirements. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the County. unless the County has requested remittance and delivery by Contractor of the items. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

14. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to ¶ 13), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS ch. 239 and shall be available for inspection and copying by any person, as defined in NRS § 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

15. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, 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.

16. 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 County Commissioners.

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

CARSON VALLEY MEDICAL CENTER

[Signature] 4/9/02
Signature (Date)

[Signature] 12-5-02
BOARD OF COUNTY COMMISSIONERS (Date)

Approved as to form by:

[Signature]
Deputy District Attorney

ADDENDUM A

APPLICATION:

1. This contract applies to specified Douglas County employees and, by cooperative agreement or interlocal contract, to East Fork Fire and Paramedic District paid staff and volunteers. Unless otherwise noted, "employee" includes volunteers, with no intention to affect or alter a volunteer's status as a volunteer or to imply any indicia of treatment of a volunteer as an actual employee of the County or the District.

PRE-EXAM LAB WORK AND TESTING:

1. Lab work and test shall be performed as per attached requirements, as designated by NRS, or as directed by County.
2. The physician's officer shall schedule the lab work and tests within 3-5 working days. The actual physician's exam shall be scheduled at the same time, within 2-3 days after the lab work and testing is completed.

NEW HIRE EMPLOYMENT AND VOLUNTEER PROCEDURES:

1. During the new hire appointment, the employee shall contact the designated physician's office for their lab work, testing and pre-employment physical appointments. The physician's office shall schedule the lab work and tests within 3-5 working days. The actual physician's exam shall be scheduled at the same time, within 2-3 days after the lab work and testing is completed. Exercise stress tests may take up to 5-21 days for completion.
2. Drug testing procedures will be conducted by the contractor in accordance with the testing procedures of 40 CFR Part 40.

ADMINISTRATION OF THE PROGRAM:

1. Human Resources shall administer the physical program and ensure compliance with all applicable laws and regulations.
2. Human Resources shall compile monthly reports of individuals due for physicals and forward those reports to department heads and the physician's office.
3. The department head shall notify the employee to contact the physician's office immediately and schedule an appointment to complete the physical within 45 days from notification.

PHYSICAL EXAMINATION:

1. The physician's office shall prepare the employee's chart with required documentation prior to the appointment.
2. Upon receipt of all test results, the physician shall examine the employee.
3. Employees shall be referred to their own physician for treatment of findings requiring follow-up.
4. The employee shall be made aware of any findings during the physical exam and shall sign off on the completed physical form #DC-101 with the physician upon completion of the examination.

SCHEDULING:

1. Physical exams shall be performed Mondays, Wednesday and Friday, 7:30 a.m. to 2:30 p.m., except holidays. Evening hours may be available with special arrangements through the physician's office.
2. Laboratory hours are Monday through Friday, 7:00 a.m. to 5:00 p.m., except holidays.
3. The physician can see a maximum of three employees per day. If more is required, Human Resources shall arrange with the physician's office for a specific date and time for the appointments, with a one week notice to the physician. Employees shall schedule their appointments directly with the physician's office. Any other contact or questions shall be directed to Human Resources.

NOTIFICATION BY PHYSICIAN'S OFFICE:

1. Necessary follow-up or retesting shall be scheduled immediately following the exam.
2. Medical findings which may be considered life threatening making the employee not fit for duty shall be communicated immediately to the employee and to Human Resources by phone call or secured fax as follows:

DOUGLAS COUNTY HUMAN RESOURCES
ATTN: HUMAN RESOURCES MANAGER (CONFIDENTIAL)
SECURED FAX (775)782-4056
CONTACT PHONE (775) 782-9066

PAYMENT:

1. A monthly itemized invoice shall be mailed along with completed physical results form #DC-101 to the following:
DOUGLAS COUNTY HUMAN RESOURCES
ATTN: HUMAN RESOURCES MANAGER (CONFIDENTIAL)
PO BOX 218
MINDEN, NEVADA 89423
2. In the event of inconclusive laboratory results, Douglas County will pay for retesting or additional test until the results are conclusive.

RECORDKEEPING:

1. The physician's office shall maintain employee records as required by law.
2. Physical documents shall be released to Human Resources upon written request and presentation of a release from the employee.
3. Employee shall be notified of such a request.
4. Human Resources shall maintain the DC-101 forms in confidential, secured files as proof of completion of required physicals.
5. The physician's office shall provide the employee with a copy of the final DC-101 before the employee leaves the office.
6. All documents related to the physical examination shall be released to the employee's personal physician upon the employee's request.

PARTICIPATION AND TIMING:

1. The number of physicals and participating employees are estimates only. Actual numbers may vary.

▶ **INFECTIOUS DISEASE TESTING:**

Infectious disease testing will be conducted in accordance with Nevada law.

▶ **DRUG AND ALCOHOL TESTING:**

Drug and alcohol testing for employees and volunteers (both new employee/volunteer and random testing) will be conducted in accordance with the testing procedures of 40 CFR Part 40. Reasonable suspicion testing will be performed upon the request of the County.

▶ **SHERIFF'S OFFICE AND EAST FORK PAID STAFF AND VOLUNTEERS:**

- a. Physicals are due annually.
- b. Testing includes the following:
 1. Chem panel/lipid.
 2. Chest x-ray (NRS 617.455 every even year and annually after age 40).
 3. EKG stress test.
 4. Hearing booth exam.
 5. Patient's history.
 6. Pulmonary function test.
 7. Routine heart exam.
 8. Routine physician's exam (including lung exam).
 9. TB test.
 10. Urine dip stick (no lab).
 11. Vision.
 12. Completion of CDL physical exam form, if necessary.
 13. Review of respirator certification, if applicable.

14. Completion of hazardous materials exam, if applicable.
15. Completion of ambulance attendant license medical report, if applicable.

▶ **CDL:**

- a. Physicals are due bi-annually upon expiration of employee's Commercial Driver's License.
- b. The physical includes the following:
 1. Patient's history (if the employee reflects high risk factors, the physician may request an EKG stress test from County.
 2. Routine physician's exam.
 3. Urine dip stick (no lab). If urine shows it necessary, the physician may obtain a glucose/cholesterol information.
 4. Vision.

▶ **DISPATCH:**

- a. Due upon hire and every five years thereafter.
- b. Hearing booth exam.

▶ **PARKS AND WEEDS:**

- a. Physicals are due upon hire, annually and upon termination.
- b. The physical includes the following:
 1. Patient's history.
 2. Herbicide panel.
 3. Routine physician's exam.
 4. Urine dip stick (no lab).
 5. Completion of CDL physical exam form, if necessary.

▶ **OSHA HAZMAT EVALUATION (as per Occupational Safety and Health Guidance Manual):**

- a. Hazmat testing shall be in addition to standard testing for the appropriate employees when their job requirements deem necessary. Testing shall be upon hire, upon termination, and upon exposure. Testing may also be included as part of the standard physical examination depending on exposure, as deemed necessary by the physician.

▶ **OSHA RESPIRATOR EVALUATION (as per American National Standards for Respiratory Protection, Section s 6 and 6.1):**

- a. Respiratory screening shall be in addition to standard testing for the appropriate employees when their job requirements deem necessary. Testing is due prior to fitting and every two years up to age 45, and annually thereafter.
- b. The physical includes the following:
 1. Patient's history.

- DOUGLAS COUNTY
2. Completion of mandatory OSHA Respirator Medical Evaluation Questionnaire by the employee.
 3. If section 1-8 are answered positive, tests shall be performed as the physician deems necessary.
 4. Tests shall also be performed according to federal regulations as follows:
 - i. An employee reports medical signs or symptoms that are related to ability to use a respirator.
 - ii. A PLHCP, supervisor, or the respirator program administrator informs the employer that an employee needs to be reevaluated.
 - iii. Information from the respiratory protection program, including observation made during fit testing and program evaluation, indicates a need for employee reevaluation.
 - iv. A change occurs in workplace conditions (e.g., physical work effort, protective clothing, and temperature) that may result in a substantial increase in the physiological burden placed on an employee.
 5. A Medical Clearance for Respirator form shall be signed off by the physician once the evaluation is completed and returned to Human Resources.

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

2003 APR 17 AM 11:42

WERNER CHRISTEN
RECORDER

PAID KD 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: April 16, 2003
B. Reed Clerk of the 20th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

SEAL