

NF

DOC # 0665296
01/10/2006 11:59 AM Deputy: KLJ

OFFICIAL RECORD
Requested By:
D C/JUVENILE PROBATION

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 11 Fee: 0.00
BK-0106 PG-02835 RPTT: 0.00



Assessor's Parcel Number: N/A

Date: JANUARY 10, 2006

Recording Requested By:

✓ Name: SCOTT SHICK, JUVENILE PROBATION OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2006.004
(Title of Document)

FILED

2006.004

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

2006 JAN 10 AM 10:15

A contract between Douglas County and Juvenile Probation Department

and

Marci A. Hinchey

CAITHERA REED
CLERK
[Signature]

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/she 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 to the following:

1. Effective Date of Contract: This contract shall not become effective until and unless 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 necessary 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. Participation in group insurance plans which may be available to employees of the County
3. Participation or contributions by either the independent contractor or the county to the public employees retirement system
4. Accumulation of vacation leave or sick leave
5. Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractor 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 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 qualified insurer:

, has entered into a contract with Douglas County to perform work from July 1, 2005 to



June 30, 2006 and requests that the State Industrial Insurance System 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, NV 89423

Contractor agrees to maintain required workers compensation coverage though out the entire term of the contract. If contractor does not maintain coverage though out 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 qualified 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 the 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:

Contractor agrees to provide Douglas County Juvenile Probation counseling for juveniles and their families at the Douglas County Juvenile Probation Department offices. The time of the counseling sessions will be with the approval of the Chief Juvenile Probation Officer.

5. Payment for services: Contractor agrees to provide the services set forth in Paragraph 4 at a cost not to exceed a total cost of **\$40.00 per hour or no more than 33 hours for the year**. Contractor agrees to submit billings to the county which will be paid within a reasonable time.

6. Termination of contract: This contract may be revoked without cause by either party, provided that a revocation shall not be effective until 60 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 Douglas County Juvenile Probation Department of the necessary funds. In the event that sufficient funds, as determined by the Douglas County Juvenile Probation Department, are not available for any reason, the Douglas county Juvenile Probation Department 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 Douglas County Juvenile Probation Department to make any payments under the contract. Nothing in this contract shall be construed to provide contractor will 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 is 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 nationalization 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 County.

11. County Inspection: The books, records, documents and accounting procedures and practices of contractor related to their contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contract agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United states, or any authorized representative of those entities.

12. Disposition of Contract Materials: 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 obligation 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, terminated or cancellation of this contract. Alternatively, if the Count 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 obligation 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 obligation under this contract without the prior written consent of the County.

13. 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 paragraph 4, 5, 10, and 11), unless designated as confidential by a specific statue of the State of Nevada, shall be treated as public records pursuant to NRS Chapter 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, judgements, 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 State or of any other nation.



14. Indemnification: Contractor agrees to indemnify and save and hold the County, it's agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Contract or Contractor's agents or employees.

9. 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.

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

Marci A. Hinchey
Marci A. Hinchey

12/6/05
Date

DOUGLAS COUNTY

Scott Shick
Scott Shick
Juvenile Probation Officer

12-07-05
Date

Approved as to form by:

Robert J. Mann
Deputy District Attorney



AFFIDAVIT

I, Marci A. Hinchey, being duly sworn, dispose, and declare:

- 1. I am a Sole Proprietor;
- 2. I will not use the services of any employees in the performance of his contract;
- 3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapter 616A-616D, inclusive; and
- 4. I am otherwise in compliance with the terms, conditions and provision of NRS chapters 616A-616D.

I release Douglas County and 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 6th day of December, 2005

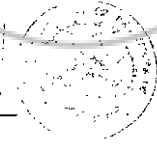
Marciann Hinchey
Signature

State of Nevada
County of Douglas

On this 6 day of Dec, 2005 before the undersigned Notary Public, personally appeared having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledge that Paula Albert executed it.

Witness my hand and official seal.

[Signature]
Notary's Signature



L. PESCHKE
NOTARY PUBLIC
STATE OF NEVADA
Appt. recorded in Douglas County
by Appt. Expires January 14, 2007
No: 02-75166-5

MARCI A. HINCHEY, MFT, LADC
1956 Currant Ct.
Gardnerville, NV 89410 (775) 783-1078 or (775) 781-7991

EDUCATION

1994- M.A. in Clinical Psychology, Antioch University, Santa Barbara, CA.
1991- B.A. in Psychology, UCSB, Santa Barbara, CA.

LICENSURE

1998- Licensed Marriage and Family Therapist, State of Nevada
1998- Licensed Alcohol and Drug Counselor, State of Nevada

EXPERIENCE

10/03-present: Private Practice, Horizon Ridge Wellness Clinic. Individuals, couples, children, and adolescents. Henderson, Nevada.

8/03-10/03: Independent Contractor (therapist), Harmony Health Care. Individuals, couples, children, and adolescents. Henderson, NV

4/02-10/03: Private Practice, Dr. Bauer and Associates. Individuals, couples, children, and adolescents. Las Vegas, Nevada.

8/01-4/02: Agency Therapist, Spring Mountain Treatment Center. Adolescents in residential treatment. Las Vegas, Nevada.

3/97-8/01: Agency Therapist, lead Drug and Alcohol Counselor, State of Nevada, Family Preservation Services. Families in danger of losing custody of their children due to substance abuse, abuse, or neglect issues. Las Vegas, Nevada

8/96-3/97: Case Manager, State of Nevada, Welfare Division. Processed and certified welfare cases. Henderson, Nevada.

6/96-12/96: Therapist Intern, SafeNest. Male and Female process groups dealing with Domestic Violence. Las Vegas, Nevada.

2/96-8/96: Case Manager, Women's Development Center. Program for homeless women and children. Las Vegas, Nevada.

1992-11/95: Facility Manager, Living Workshop. Residential Treatment program for female adolescents. Ventura, CA.

REFERENCES

Available upon request.



**BOARD OF EXAMINERS FOR ALCOHOL,
DRUG AND GAMBLING COUNSELORS**

MARCI HINCHEY, M.A.

Having fulfilled all the requirements and possessing the prescribed qualifications is hereby granted a license to practice alcohol and drug counseling in the State of Nevada within the scope of practice for a

LICENSED ALCOHOL AND DRUG COUNSELOR

as specified in the State of Nevada.

IN TESTIMONY WHEREOF, We have hereunto put our hands and affixed the official Seal of the State of Nevada on this

MARCH 27, 2004



Scotty B. North
President

Terri J. ...
Vice President

Henry D. ...
Member

Robert ...
Member

Dennis F. ...
Member

Paul M. ...
Member

Debra Simpson
Secretary/Treasurer

Certificate No. 260-L

Expiration Date 3/30/06

(NSPO Rev. 12-03)

(0) 709



Marriage and Family Therapist Examiners



Marci Ann Hinchey, M.F.T.

as a Marriage and Family Therapist in the State of Nevada,

Done this 24th day of October

#0779

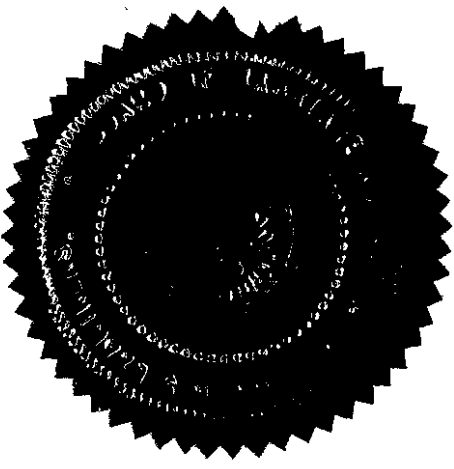
One Thousand Nine Hundred Ninety-Eight

President

Stephen J. Spunkel

Secretary-Treasurer

David T. ...



CPH & Associates Insurance Agency, Inc.
The Professional Liability Leader for the Mental Health Fields
711 S. Dearborn, Suite 205
Chicago, IL 60605
Phone: 800-875-1911 Fax: 312-987-0902
E-Mail: info@cphins.com
Website: www.cphins.com

Office Hours: M & F: 8:30am-5pm,
T-Th 8:30am-9pm, Sat. 10am-5pm (CST)

January 4, 2005

Marci Hinchey
160 Channel Dr.
Henderson, NV 89015

Dear Marci,

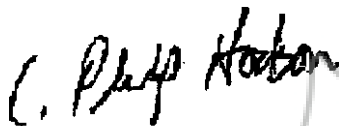
Thank you for renewing your Professional Liability policy with CPH and Associates. Enclosed, please find your renewal Declarations Page (evidence of insurance). Please be advised that it is the customer's responsibility to notify CPH & Associates of changes to your mailing address, employment status, new licensure, and any other additions or revisions that must be made to your policy. **In the event that you wish to make changes to your policy, you may visit our website (www.cphins.com) and click on the link "Make changes to Your Policy" for information and forms to aid you in the process. All requests must be made in writing.** If you have any questions, feel free to e-mail us at info@cphins.com or call us at 1-800-875-1911 during our regular office hours listed above.

To Report a Claim, please visit our website and download the Initial Incident Report form by clicking on the link "Report a Claim." Mail or fax this form to CPH & Associates.

To verify Claims History please contact CPH & Associates.

Once again, thank you for your business. Contact us if you have any questions.

Sincerely,



C. Philip Hodson
President


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BK- 0106

PG- 2844

ALLIED HEALTHCARE PROFESSIONAL AND SUPPLEMENTAL LIABILITY
INSURANCE POLICY DECLARATIONS
RENEWAL DECLARATIONS

ATTACH THIS RENEWAL DECLARATIONS TO YOUR EXPIRING POLICY

Policy Number: PHCP015686

Philadelphia Indemnity Insurance Company

Administered by: CPH & Associates
711 S. Dearborn, Ste. 205
Chicago, IL 60605

Marci Hinchey
2812 Sodoro Lane
Henderson, NV 89014

Affiliation: AAMFT
Professional Occupation: MARRIAGE&FAMILY

Coverage Term From: (Effective Date) 01/01/04 To: (Expiration Date) 01/01/05
at 12:01 a.m. Standard Time at the Insured's Mailing Address shown above.

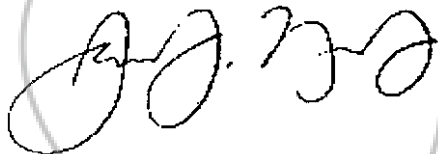
Retroactive Date (if applicable)

COVERAGE A – PROFESSIONAL LIABILITY COVERAGE	LIMITS OF LIABILITY	PREMIUM
Individual – Each Incident:	\$1,000,000	\$246.00
Aggregate:	\$3,000,000	
Association, Partnership or Corporation – Each Incident:	N/A	
Aggregate:	N/A	
COVERAGE B – SUPPLEMENTAL LIABILITY COVERAGE		
Each Incident:	\$1,000,000	
Aggregate:	\$3,000,000	
COVERAGE C – NON-OWNED AUTOMOBILE (optional)		
Each Occurrence:		
Aggregate:		

Policy Forms and Endorsement: The expiring policy forms, endorsements and limits of insurance apply to this renewal unless changes are shown on this Renewal Declaration.

Premium (including taxes): \$246.00

Call the Administrator to Verify Claims History at 1-800-875-1911



Jamie Maguire, Authorized Representative

PHCP-01(3/01)

SEAL
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: January 10, 2006
B. REED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By [Signature] Deputy



BK- 0106
PG- 2845