

Assessor's Parcel Number: N/A

Date: MAY 24, 2007

Recording Requested By:

Name: DARCY WORMS, HUMAN RESOURCES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 6 Fee: 0.00
BK-0507 PG- 8932 RPTT: 0.00



CONTRACT #2007.109
(Title of Document)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

2007-109

between

DOUGLAS COUNTY

2007 MAY 24 AM 10:18

and

UNIVERSITY HEALTH PROFESSIONALS

JEFFIN
C. M. [Signature]

THIS AGREEMENT is made by and between Douglas County, a governmental division in the State of Nevada, hereinafter referred to as "County," and United Health Professionals, a company doing business in the State of Nevada, hereinafter referred to as "UHP."

RECITALS

- A. County is a political subdivision of the State of Nevada, which wishes to establish an Employee Assistance Program (EAP) for the benefit of its employees.
- B. The UHP wishes to provide service to the County by establishing an Employee Assistance Program (EAP) for the benefit of employees of County.
- C. The parties wish to set forth in writing their agreement and understanding regarding the Employee Assistance Program (EAP) to be established and operated by UHP for the benefit of employees of County.

NOW, THEREFORE, in consideration of the foregoing recitals, and in further consideration of the terms and conditions set forth in this Contract, the parties agree as follows:

- 1. INDEPENDENT CONTRACTOR: County retains the services of UHP as an independent contractor, and not as an employee. Accordingly, there shall be no:
 - a. Withholding of income taxes by County;
 - b. State Industrial Insurance coverage paid by County for the benefits of UHP employees;
 - c. Participation by UHP employees in group insurance plans which may be available to employees of County;
 - d. Participation or contribution by County for UHP employees to the UHP's employee benefit program;
 - e. Unemployment compensation coverage provided by County for UHP employees.
- 2. SERVICES: The parties agree that the services to be performed by UHP as part of the employee assistance and referral services shall be as follows:

- a. Each eligible County employee and his or her eligible dependents will be entitled to a total of four (4) assistance and referral contacts per calendar year, free of charge to the employee. This means a total of up to four (4) contacts per calendar year per family.
- b. Eligible County employees and their eligible dependents may contact the EAP office with regard to any issue which interferes with their work or personal lives, including but not limited to:
- (i) Job stress;
 - (ii) Parenting issues;
 - (iii) Substance abuse;
 - (iv) Burnout;
 - (v) Marital/relationship problems;
 - (vi) Anxiety/phobias;
 - (vii) Depression;
 - (viii) Anger/conflict;
 - (ix) Coping with change;
 - (x) Self-esteem issues;
 - (xi) Grief;
 - (xii) Family stress;
 - (xiii) Pathological gambling.
- c. In addition to self-referrals by an employee, County supervisory staff may refer an employee to the Employee Assistance Program (EAP). These referrals may be within the following categories:
- (i) Informal - The supervisor feels there may be an incipient problem and recommends the employee avail himself/herself of the service. This will be charged as one of the employee's four visits.
 - (ii) Formal - an employee's problems become obvious, necessitating a formal supervisory counseling. The supervisor may strongly recommend or urge that the employee seek

assistance. Although the recommendation should be documented, the visits will be considered as voluntary and charged as one of the employee's four visits.

In instances where an employee is referred to the Employee Assistance Program (EAP) directly by the employer, or the employee requests that the EAP communicate with the County or with anyone else regarding their EAP contact, the EAP will only divulge attendance and other requested information with signed permission by the employee allowing us to do so.

- d. All records generated by the program will be handled in accordance with applicable federal and state laws relating to confidentiality of psychiatric, medical and employment records. Records relating to employees will be considered confidential, and persons outside of UHP will not be allowed access to information in employee records without the authorization of the employee.
 - e. Seminars, training and employee educational programs will be provided on a variety of topics geared to the needs of the County and delivered by UHP staff at a cost of \$90.00 per hour.
3. **TERM:** The term of this Contract shall be for a period of one (1) year, commencing on the 1st day of July 2007. This Contract is renewable for an additional one (1) year term upon written agreement by the parties.
 4. **COMPENSATION:** For services under this Contract, County will pay UHP the sum of \$50.00 per contact with a total amount not to exceed \$12,000.00 in any calendar year. No charge will be made to the employee for up to four contacts per calendar year. Payment will be due within twenty (20) work days of the date of the invoice.
 5. **ELIGIBILITY:** County will provide UHP a current listing of its employees and their eligible dependents qualified for the services provided for herein, along with legally binding authorization signed by the employees and their dependents regarding the release of such information as may be necessary for County to verify use and participation in the program, within the requirements of patient and employee confidentiality.
 6. **TERMINATION:** Notwithstanding that the stated term of this Contract is a period of one (1) year, this Contract may be terminated prior to the expiration of the then current term upon the occurrence of any of the following events:
 - a. By the written agreement of County and UHP;
 - b. By either party in the event of a material breach of this Contract by the other party which is not cured within thirty (30) days following

written notice from the non-breaching party to the party alleged to have committed a breach, specifying the nature of the alleged breach.

7. **CONTRACT OF PERSONAL SERVICES:** This is a personal services contract. Neither party may assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other.
8. **NOTICE:** Any notices to be given under this Contract by either party to the other may be affected either by personal delivery, in writing, or by mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change the address by written notice to the other party. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated three (3) days after the date of mailing.
9. **ENTIRE CONTRACT:** This Contract supersedes any and all other contracts and agreements whether written or oral between the parties with respect to the subject matter of this Contract, and no other contracts, agreements, statements or promises relating to the subject matter of this Contract, which is not contained herein, shall be valid or binding.
10. **SUCCESSORS AND ASSIGNS:** Subject to the provisions regarding this assignment, this Contract shall be binding on heirs, executors, administrators, successors, and assigns of the respective parties.
11. **ARBITRATION:** Any dispute arising out of or in connection with this agreement, whether legal or equitable in nature, shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitration shall occur in Carson City, Nevada, before a single arbitrator, who may award attorney's fees and cost to the prevailing party.
12. **GOVERNING LAW:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Nevada.
13. **MODIFICATION OF CONTRACT:** Any modification of this Contract or additional obligation assumed by either party in connection with this Contract shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.
14. **AFFECT OF PARTIAL INVALIDITY:** The invalidity of any portion of this contract will not, and shall not, be deemed to affect the validity of any other provision. In the event that any provisions of this Contract are held invalid, the parties agree that the remaining provisions shall be deemed to be in full force as if they had been executed by both parties subject to the expungement of the invalid provision.



15. CONFIDENTIALITY: The parties agree to maintain the confidentiality and privileged nature of UHP's relationship with employees of County making contact with UHP pursuant to the terms of this Contract.

Executed at Carson City, Nevada.

Date: 0-21-07

By: *Darcy Worms*
Darcy Worms, SPHR
DOUGLAS COUNTY
P.O. Box 218
Minden, NV 89423

Date: 04/19/07

By: *James V. Kiernan* *bb*
James V. Kiernan, Exec. Dir.
University Health Professionals
941 N. Virginia Street
Reno, NV 89503

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: May 24, 2007
Berrian Clerk of the *8th* Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By: *Carol M. Mullock* Deputy

