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OFFICIAL RECORD  
Requested By:  
DC/SHERIFFS OFFICE

Assessor's Parcel Number: N/A

Date: FEBRUARY 9, 2009

Recording Requested By:

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 5 Fee: 0.00  
BK-0209 PG- 2458 RPTT: 0.00



Name: PAUL HOWELL, DCSO

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

CONTRACT #2009.026  
(Title of Document)

FILED

NO. 2009.026  
2009 FEB -9 PM 12: 01

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

A CONTRACT FOR PROFESSIONAL SERVICES BETWEEN

**DOUGLAS COUNTY  
AND  
JOSEPH E. McELLISTREM, PHD**

TED THIRAN  
CLERK  
*[Signature]*  
DEPUTY

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 qualified and licensed to provide mental health evaluations in the State of Nevada, and is 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 OF CONTRACT.** This contract shall become effective January 1, 2009 through December 31, 2010.

**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 employee's 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;
- (7) Office space, equipment or staffing provided.



**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 issued by a qualified insurer in accordance with NRS § 616B.627. Contractor agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the qualified insurer:

Joseph E. McEllistrem has entered into a contract with Douglas County to perform work from January 1, 2009 to June 30, 2010 and requests that an industrial insurance provider qualified and licensed to offer such insurance within Nevada, 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.

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
1. Is otherwise in compliance with those terms, conditions and provisions.

**4. SERVICES TO BE PERFORMED.** Contractor will provide professional mental health evaluations for those individuals who have been selected to be hired with the Douglas County Sheriff's Office (new hires); and, evaluating service fitness for duty and critical incident debriefings.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the evaluation services set forth in Paragraph 4 at a cost of \$350 for new hire evaluations and \$100 per hour for in-service fitness for duty evaluations and critical incident debriefings. Said

hourly charge cannot exceed \$2500 without approval of the Undersheriff.

**6. TERMINATION OF CONTRACT.** This contract may be revoked without cause by either party prior to the date set forth in paragraph (2), provided that a revocation shall not be effective until 60 days after a party has served written notice upon the other party. The Contractor shall submit invoices for work performed to the date notice was given.

**7. PROFESSIONAL LIABILITY INSURANCE AND LICENSING.** Contractor agrees to maintain his professional license in active status and good standing for the State of Nevada during the term of this Contract. Failure to maintain this license will result in immediate termination of this contract. Contractor also agrees to acquire and maintain professional liability insurance in the minimum amount of \$1,000,000 during the term of this contract. Copies of both the license and certificate of professional liability insurance must be sent to the:

Douglas County Manager  
Post Office Box 218  
Minden, Nevada 89423

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

**9. APPLICABLE LAWS AND HIPAA REQUIREMENTS.** 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 and compliance with the Health Information Portability and Accountability Act (HIPAA).

**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 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.

**12. 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 ¶ 4, 5 10 and 11), 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.

**13. 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.

**14. 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 for mental health services to be signed and intend to be legally bound thereby.***

  
Joseph E. McElistrem Ph.D.

(Date) 11/2/09

  
Chairman, NANCY MCDERMID

Feb. 5, 2009

Douglas County Board of Commissioners (Date)

ATTEST:

  
Ted Thran  
Douglas County Clerk

BY:   
CLERK TO THE BOARD

**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: Feb 9 2009  
Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

4 By  Deputy