

OFFICIAL RECORD

Requested By:
DC/SOCIAL SERVICES

Assessor's Parcel Number: N/A

Date: MAY 26, 2010

Recording Requested By:

Name: CYNDY REDMILES, SOCIAL SERVICES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 6 Fee: 0.00
BK-0510 PG- 6501 RPTT: 0.00



CONTRACT #2010.132

(Title of Document)

FILED

2010.132

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

2010 MAY 26 AM 11: 23

A CONTRACT BETWEEN

DOUGLAS COUNTY
AND
DAVID H. JOHNSON, M.D.

TED THIRAN
CLERK

of
**Carson Valley Medical Center/Job's Peak Family Medicine
(CVMC/JPFM)
1624 LIBRARY CIRCLE
MINDEN, NEVADA 89423**

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires 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 licensed to practice medicine in the State of Nevada, qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

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

1. **EFFECTIVE DATE OF CONTRACT.** This contract shall become effective July 1, 2010 through June 30, 2012.
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 333.700 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.

- 3. **INDUSTRIAL INSURANCE.** Contractor further agrees, as a precondition to the performance of any work under this contract 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:

David H. Johnson, M.D. of CVMC/JPFM has entered into a contract with Douglas County to perform work from July 1, 2010 through June 30, 2012 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, NV 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
- 2. Is otherwise in compliance with those terms, conditions and provisions.

- 4. **SERVICES TO BE PERFORMED.** The Contractor will provide medical services to all indigent clients as referred by Douglas County Social Services after the Community Health Nurse has evaluated such clients.
- 5. **PAYMENT OF SERVICES.** Contractor agrees to provide the services as set forth in item 4 above at a cost of \$9,600.00 annually. Douglas County will make equal monthly payments to Contractor upon receipt of invoice.

6. **RENEWAL.** This contract can be renewed for an additional period of two years by mutual agreement of the parties, in writing, signed not less than thirty (30) days before the end of the term provided herein. Renewal is subject to the availability of funding. Any material change in the terms of the contract, or the compensation, in excess of twenty percent, will require board approval.
7. **TERMINATION OF CONTRACT.** Either party prior to the date set forth in item 2, provided that a revocation shall not be effective until ninety (90) days after a party has served written notice upon the other party, may revoke this contract without cause. The Contractor shall submit invoices for work performed to the date notice was given.
8. **MALPRACTICE INSURANCE AND LICENSING.** Contractor agrees to maintain his medical 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 medical malpractice insurance in the minimum amount of \$1,000,000.00 during the term of this contract. Copies of both the medical license and certificate of medical malpractice insurance must be sent to the:

Douglas County Manager
Post Office Box 218
Minden, NV 89423
9. **CONSTRUCTION OF CONTRACT.** This contract shall be construed and interpreted according to the laws of the State of Nevada.
10. **APPLICABLE LAWS.** Contractor shall fully and completely comply with all 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 AND COPYRIGHT.

Any books, reports, studies, photographs, negatives or other documents, data, drawings or other material 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 of the project, or termination or cancellation of this contract. 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 the Contractor pursuant to ¶ 4, 5, 10, 11 and 12), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS 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, interpleaded, 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 could only be modified by a written amendment signed by the parties and, if the amendment would cause the term of this contract to exceed one year or exceed \$50,000 in costs, 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.

David H. Johnson M.D. 4/29/10
Date
Dr. David H. Johnson, M.D.
Carson Valley Medical Center/Job's Peak Family Medicine

T. Michael Brown 5/11/10
Date
T. Michael Brown
Douglas County Manager



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 26, 2010
Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By: [Signature] Deputy