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06/30/2010 10:02 AM Deputy: GB

OFFICIAL RECORD
Requested By:
DC/COUNTY MANAGER

Assessor's Parcel Number: N/A

Date: JUNE 30, 2010

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 9 Fee: 0.00
BK-0610 PG- 6098 RPTT: 0.00



Name: NIKKI, COUNTY MANAGER'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2010.153
(Title of Document)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY
FOR AND ON BEHALF OF THE DOUGLAS COUNTY DETENTION FACILITY
(COUNTY)

AND

STATELINE MEDICAL CENTER,
A DIVISION OF BARTON HEALTHCARE SYSTEMS
(CONTRACTOR)

FILED
2010 JUN 30 AM 9:05
NO. 2010.153
TED THURMAN
CLERK

WHEREAS, 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 County; and

WHEREAS, Contractor represents that it 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 OF CONTRACT. This contract shall not become effective until approved by the Douglas County Board of County Commissioners.

2. INDEPENDENT CONTRACTOR STATUS. Contractor shall have the status of an independent contractor. Contractor, and Contractor's employees and any contract personnel Contractor hires to complete the work under this Agreement are not County employees.

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.

Contractor and County agree to the following rights consistent with an independent contractor relationship:

- a. Contractor has the right to perform services for others during the term of this Agreement.

b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.

c. Contractor shall not be assigned a work location on County premises.

d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement.

e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.

f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement, and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.

g. Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.

h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

Contractor further certifies the following:

i. Contractor is licensed by the State of Nevada or other political subdivision to provide similar services to other clients/customers. Contractor's federal tax identification number is 94-333768.

j. Contractor understands that it is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

3. INDUSTRIAL INSURANCE. Contractor shall, 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, provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also shall, prior to commencing any work under the contract, complete and provide the following written request to a qualified insurer:

Stateline Medical Center, a division of Barton Healthcare Systems, has entered into a contract with Douglas County to perform work from July 1, 2010 to June 30, 2011 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

Douglas County Juvenile Probation
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 a 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 County may 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 it 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. OTHER INSURANCE. County shall not provide any insurance coverage of any kind for Contractor or Contractor's employee or contract personnel.

- a. Contractor shall procure and maintain general liability coverage in an amount not less than \$5,000,000.00 (five million dollars).
- b. Contractor shall procure and maintain malpractice insurance in an amount not less than \$5,000,000.00 (five million dollars) to cover Contractor, Contractor's employees, and Contractor's contract personnel in their performance of the services described by this Agreement.

5. SERVICES TO BE PERFORMED. The parties agree that the services to be performed are as follows: Contractor will supply County a Family Nurse Practitioner, licensed by the state of Nevada, to visit the Douglas County Detention Facility two times each week to provide the following services:

- a. Routine medical oversight to the youth detained at the facility.
- b. Establish a protocol for the distribution and storage of medicine and for the documentation incident to the distribution and storage of medicine.
- c. Provide TB testing and follow up for youth designated for state commitment to residential facilities.

- d. Provide annual TB testing to Douglas County Detention Facility staff.
- e. Provide annual medicine administration training to Douglas County Detention Facility staff.

The Family Nurse Practitioner is entitled to up to 6 weeks of vacation each year. County agrees and acknowledges that Contractor will not provide the above-referenced services when the Family Nurse Practitioner is on vacation.

6. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 5 at a cost not to exceed \$140.00 per hour and a total cost of \$6,440.00 annually. Contractor agrees to submit billings to the County which will be paid within a reasonable time.

Contractor shall be responsible for all expenses incurred while performing services under this Agreement, including without limitation licenses fees, memberships and dues; automobile and other travel expenses; insurance premiums; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to perform the services described by this Agreement.

7. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other party. If this Agreement is terminated, County shall only be obligated to pay for services satisfactorily performed, and such compensation shall be paid in accordance with this Agreement.

8. CONSTRUCTION OF CONTRACT. This contract is made and entered into in Douglas County, State of Nevada. 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 naturalization 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 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. 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 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. 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.

13. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, 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 ch. 239, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of 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.

14. INDEMNIFICATION. Contractor shall save, hold harmless, and indemnify County, its officers, agents, and employees, from and against all claims, causes of action, liabilities, expenses and costs, including reasonable attorney's fees and costs, relating to the injury or death of any person or damage to property arising out of, connected with, or sustained as a result of work performed pursuant to this Agreement which is the result of any acts or omissions, whether negligent or otherwise, of Contractor, its officer, agents, subcontractors or employees.

15. 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.

16. SUSPENSION AND DEBARMENT REQUIREMENTS FOR FEDERAL CONTRACTS. For federally-funded public works, the bidder certifies, by submission of this bid or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this bid that it will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the bidder/ contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to the solicitation/proposal.

17. NOTICES. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given 3 days after mailing by United States, postage prepaid, first class mail addressed to the other party at the addresses set forth below:

FOR COUNTY:

Douglas County Juvenile Detention Facility
Ninth Judicial District Court
P.O. Box 218
Minden, Nevada 89423
(775) 782-981
Fax: (775) 782-9808

FOR CONTRACTOR:

Barton Healthcare System
2170 South Avenue
South Lake Tahoe, California 96150
(775) 589-8900
Fax: (775) 58807110

18. INCORPORATED DOCUMENTS. The parties agree that this Agreement incorporates the Confidentiality Agreement attached as Exhibit A.

19. SEVERABILITY. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of the Agreement unenforceable.

20. NO APPROPRIATION OF FUNDS. All payments and services provided under this agreement are contingent upon the availability of the necessary public funding. In the event that Douglas County does not receive the funding necessary to perform in accord with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

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

Contractor:
By: [Signature]
Title: CFO

Douglas County Juvenile Detention Facility:

By: [Signature] Date: 6-16-10
Scott Shick

Douglas County Board of Commissioners:

By: [Signature] Date: 6/25/10
Chairman

Attested to by: [Signature]
Douglas County Clerk

by [Signature]
DEPUTY CLERK

EXHIBIT A

**HEALTH INSURANCE PORTIBILITY AND ACCOUNTABILITY ACT (HIPAA)
CONFIDENTIALITY AGREEMENT**

This CONFIDENTIALITY AGREEMENT (the Agreement) is hereby entered into between Contractor and County effective July 1, 2010.

Contractor in the performance of the services described in the primary Agreement to which this Confidentiality Agreement is incorporated and attached will have access to certain information that is confidential and must be treated and protected as such. That information may only be used or disclosed in accordance with this Agreement

NOW, THEREFORE, Contractor and County agree as follows:

1. **DEFINITION OF "INFORMATION"**. "Information" shall mean any personal information including any individually identifiable health information in any form or media provided and/or made available by County to Contractor, and/or acquired by Contractor in the course of providing services.

2. **TERM**. This Agreement will expire when all of the information provided by County to Contractor is destroyed or returned, if feasible, to County.

3. **LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW**. Contractor hereby agrees it shall not use or disclose any Information for any purpose other than as permitted by this Agreement or required by law.

4. **PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR**. Contractor shall be permitted to use and/or disclose Information only as necessary to fulfill its responsibilities under the primary Agreement.

5. **OBLIGATIONS OF CONTRACTOR**.

A. **Appropriate Safeguards**. Contractor will use appropriate safeguards to prevent use or disclosure of Information other than as provided for by this Agreement.

B. **Reporting Improper Use or Disclosure**. Contractor will report to County any use or disclosure of Information not provided for by this Agreement of which it becomes aware.

C. **Agents and Subcontractors**. Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available Information, will be bound by the same restrictions and conditions on the use of Information that apply to Contractor and are contained in this agreement.

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.

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DATE: June 30, 2010
By: [Signature] Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.
By: [Signature] Deputy