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08/05/2010 10:07 AM Deputy: GB
OFFICIAL RECORD
Requested By:
DC/SHERIFF

Assessor's Parcel Number: N/A

Date: AUGUST 4, 2010

Recording Requested By:

Name: ROSS CHICHESTER, DCSO

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 9 Fee: 0.00
BK-0810 PG-1103 RPTT: 0.00



AGREEMENT #2010.183
(Title of Document)

FILED

2010.183

AGREEMENT TO PROVIDE MEDICAL SERVICES

2010 AUG -4 AM 11:41

BETWEEN
DOUGLAS COUNTY, NEVADA
AND
DR. MATTHEW J. BARULICH
DBA
DESERT ROSE
844 WEST NYE LANE SUITE 201
CARSON CITY, NV 89703

TED THRAH
CLERK
[Signature]

WHEREAS, Douglas County, is a political subdivision of the State of Nevada, and requires the services of independent contractors; and

WHEREAS, Douglas County desires to contract with a doctor licensed in Nevada to practice medicine to assist the Douglas County Sheriff's Office Detention facility in providing for female inmates gynecological and obstetrics needs; and

WHEREAS, it is deemed that the services of Dr. Barulich as a 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 Nevada in good standing, experienced in providing gynecological and obstetrics needs and is also 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. May 6, 2010 through June 30, 2011. This Contract may be extended for an additional one-year periods, provided that both parties agree in writing not less than 30 days prior to the date of expiration of this Contract. If extended, all provisions of this Contract remain in effect.

2. WORK TO BE PERFORMED. The parties agree that the services to be performed by Contractor are as follows:
The Contractor will evaluate and treat gynecological and obstetrics conditions for female inmates from the Douglas County Detention Facility. This treatment will occur on days designated by the Contractor at the Contractor's office in Carson City. All inmates must be escorted by a Douglas County Sheriff's Office deputy who must remain at the office until the visit is concluded.

3. PAYMENT FOR SERVICES. Contractor agrees to perform the work set forth in paragraph two at the set rate of sixty percent (60%) of the normal charge Contractor would assess for the treatment. This fee includes all medical procedures that are medically required in the professional opinion of the Doctor. In the event that a procedure or services are going to exceed \$2500, then the Contractor must receive approval from the Captain of the Jail

Division or the Undersheriff prior to performing the procedure unless, in the opinion of the Contractor, immediate steps are necessary to protect the life of the patient. If this Contract is renewed for any successive one-year periods pursuant to Paragraph One, the same payment provisions shall apply as set forth above. Douglas County will pay the claims submitted by Contractor within twenty-five (25) days of receipt. A list of the Contractor's normal charges, without discount, is attached as Exhibit B. All billing should be sent to:

Douglas County Detention Facility
Attn: Jail Administration Secretary
P.O. Box 218
Minden, NV 89423

4. INDEPENDENT CONTRACTOR STATUS AND PROVISION OF WORKERS COMPENSATION COVERAGE. The parties agree that Contractor shall have the status of and shall perform all work under this contract as an independent contractor. The parties also agree that this contract, by explicit agreement of the parties, incorporates and applies the provisions of Nev.Rev.Stat. § 284.173, 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 provided by the County;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

5. 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 for workman's compensation (Chapter 616A of the Nevada Revised Statutes). Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

Dr. Matthew J. Barulich, dba Desert Rose has entered into a contract with Douglas County to perform work from May 6, 2010, to June 30, 2011, and requests that the insurer provide to Douglas County a certificate of coverage. 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, immediately 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 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 immediately stop work and may immediately suspend or terminate the contract.

6. PROFESSIONAL LIABILITY INSURANCE. Contractor agrees to maintain his professional license in active status and good standing with 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 \$1,000,000.00 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

7. HIPPA 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). Contractor must acknowledge and sign the HIPPA form, Exhibit A.

8. TERMINATION OF CONTRACT. Either party may revoke this contract without cause, provided that a revocation shall not be effective until 30 days after the party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by Douglas County unless otherwise agreed upon.

9. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this contract shall be resolved by binding arbitration, with an arbiter to be selected from a list maintained by the Nevada Supreme Court of senior judges, with both parties to pay an equal share for the senior judge and any other related court fees. Each party is responsible for their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this contract.

10. 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.

11. **ASSIGNMENT.** Contractor shall not assign, transfer nor delegate any rights, obligations or duties under this contract.

12. **COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination, copying 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. Contractor must keep a copy of all materials and documents and patient information related to this contract for a period of at least five years from the date of providing service.

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 Douglas County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Medical Services to be signed and intend to be legally bound thereby.

Matthew J. Barulich MD. 5/4/10
Dr. Matthew J. Barulich dba Desert Rose (date)

Sheriff Ron Pierini 6/10/10
Sheriff Ron Pierini (date)

Michael A. Olson July 1, 2010
Michael Olson, Chair (date)
Douglas County Board of Commissioners

Attest:

Ted Thran July 1, 2010
Ted Thran, Douglas County Clerk (date)

BY: Juanita Sudwick
Clerk to the Board

EXHIBIT A
HEALTH INFORMATION PORTABILITY AND ACCOUNTABILITY
ACT

1. DEFINITIONS.

- 1.1 Contractor shall mean Dr. Matthew Barulich, M.D.
- 1.2 Covered Entity shall mean Douglas County.
- 1.3 Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- 1.4 Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- 1.5 Protected Health Information shall have the same meaning as the term protected health information in 45 CFR 164.501, limited to the information created or received by Contractor from or on behalf of Covered Entity.
- 1.6 Required by Law shall have the same meaning as the term "required by law in 45 CFR 164.501.
- 1.7 Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.
- 1.8 Service Agreement or Agreement shall mean that certain agreement between Contractor and Covered Entity.

All other capitalized terms not defined herein shall have the meanings assigned in the Privacy Rule.

2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.

- 2.1 Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- 2.2 Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- 2.3 Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- 2.4 Contractor agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- 2.5 Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- 2.6 Contractor agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- 2.7 Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at

the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

2.8 Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

2.9 Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with CFR 164.528.

2.10 Contractor agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. ,

3. PERMITTED USES AND DISCLOSURES BY Contractor.

3.1 General Use and Disclosure Provisions: Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, a Covered Entity for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity, or violate the minimum necessary policies and procedures of Covered Entity, for the purpose of performing the Service Agreement.

3.2 Specific Use and Disclosure Provisions:

3.2.1 Except as otherwise limited in this Agreement, Contractor may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Contractor.

3.2.2 Except as otherwise limited in this Agreement, Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that It will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

3.2.3 Except as otherwise limited in this Agreement, Contractor may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B). 3.2.4 Contractor may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 164.502(j)(1).

4. OBLIGATIONS OF COVERED ENTITY.

4.1 Covered Entity shall notify Contractor of any limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of Protected Health Information.

4.2 Covered Entity shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.

4.3 Covered Entity shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that the same may effect Contractor's use or disclosure of Protected Health Information.

4.4 Permissible Requests by Covered Entity: Covered entity shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity (unless permitted for a Contractor under the Rule for data aggregation or the management and administrative activities of Contractor.)

5. TERM AND TERMINATION.

5.1 Term. The Term of this Agreement shall be effective as of the date first written above, and shall terminate when all of the Protected Health Information provided by Covered Entity to Contractor, or created or received by Contractor on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section. Termination of this Agreement shall automatically terminate the Service Agreement.

5.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Contractor, Covered Entity shall provide an opportunity for Contractor to cure the breach or end the violation, and Covered Entity shall:

5.2.1 Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by Covered Entity, or

5.2.2 Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible.

5.2.3 If neither termination nor cure are feasible, Covered Entity will report the violation to the Secretary.

5.3 Effect of Termination.

5.3.1 Except as provided in the following paragraph, upon termination of this Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Contractor on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

5.3.2 In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

6. MISCELLANEOUS.

6.1 Regulatory References. A reference in this Agreement to a section in the Privacy means the section as in effect or as amended, and for which compliance is required.

6.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

6.3 Survival. The respective rights and obligations of Contractor under Section 5.3 of this Agreement shall survive the termination of this Agreement.

6.4 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

By: Matthew J Barulich M.D. 5/4/10
Dr. Matthew Barulich, M.D. (date)
Contractor

NOTE! THERE IS NO EXHIBIT B.

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: August 4, 2010
Clerk of the 11th Judicial District Court
of the State of Nevada in and for the County of Douglas.

By: Paul M. Mulbach Deputy