

Assessor's Parcel Number: N/A

Date: DECEMBER 30, 2011

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 16 Fee: 0.00
BK-0112 PG- 0022 RPTT: 0.00



✓ Name: TONI BRAGA, EFFPD

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2011.303

(Title of Document)

FILED

2011-3R3

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

2011 DEC 30 PM 4:00

A CONTRACT BETWEEN

EAST FORK FIRE AND PARAMEDIC DISTRICTS

AND

CRAIG BERGER, M.D.
2862 LA CRESTA CIRCLE
MINDEN, NEVADA 89423

TEO THUAN
[Signature]

WHEREAS, East Fork Fire and Paramedic Districts, a political subdivision of the State of Nevada, requires the services of independent contractors; and

WHEREAS, it is deemed that the services of Craig Berger, hereinafter referred to as the Contractor, are both necessary and desirable and in the best interests of East Fork Fire and Paramedic Districts; 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 agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE OF CONTRACT. This contract shall become effective January 1, 2012 through December 31, 2012.

2. SERVICES TO BE PERFORMED. The Contractor will serve as the Medical Director for the East Fork Fire and Paramedic Districts as more specifically outlined in Nevada Administrative Code 450B.505. East Fork desires the contractor to work within our EMS Vision. **(ATTACHMENTS A and C)**

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 and Attachment A at a cost of \$95 per hour, not to exceed \$1000 annually, unless prior written authorization is received from the Chief of the East Fork Fire and Paramedic Districts. The Districts will pay the Contractor for hours worked upon receipt of an invoice. Contractor will not be compensated for any hours the contractor is not actually performing services to the Districts.

4. 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 District employee and that

There shall be no:

- (1) Withholding of income taxes by the District;
- (2) Industrial insurance coverage provided by the District;
- (3) Participation in group insurance plans which may be available to employees of the District;
- (4) Participation or contributions by either the independent contractor or the District to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the District 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 District to make any payment under this contract, to provide the District 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:

Dr. Craig Berger has entered into a contract with East Fork Fire and Paramedic Districts to perform work from January 1, 2012 to December 31, 2012 and requests that an industrial insurance provider qualified and licensed to offer such insurance within Nevada, provide to East Fork Fire and Paramedic Districts 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:

East Fork Fire and Paramedic Districts
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 District 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.

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 30 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. LICENSING AND PROFESSIONAL HEALTH CARE LIABILITY. 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. East Fork Fire and Paramedic Districts agrees to maintain Professional Health Care Liability during the term of this contract. Contractor agrees to remain insurable by the District's insurance carrier for the duration of this agreement. Copy of medical license must be sent to the:

East Fork Fire and Paramedic Districts
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 and any litigation surrounding this Contract shall be filed and litigated in the Ninth Judicial District Court.

9. 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, unless in accord with NAC 450B.505 (5) and only with prior written authorization of the Chief of the East Fork Fire and Paramedic Districts.

11. DISTRICT 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 Districts, including, but not limited to, the contracting agency, the District Attorney or any authorized representative of those entities.

12. DISPOSITION OF CONTRACT MATERIALS AND COPYRIGHT. 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 District and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the District 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 Districts.

13. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the Districts by Contractor (including those remitted to the District 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.

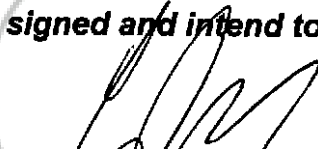
14. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the East Fork Fire and Paramedic Districts District, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor.

15. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by both of the parties.

16. HEALTH INFORMATION PORTABILITY AND ACCOUNTABILITY ACT. The Contractor agrees to follow the requirements of Health Information Portability and Accountability Act as more fully outlined in **Attachment B**.

17. PHOTOGRAPHIC LIKENESS. The Contractor allows the District to take photographs of the Contractor while in the workplace for purposes of training, advertising and awareness.

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



Dr. Craig Berger, M.D. Contractor 12-19-11 (Date)



District Chief [Signature], East Fork Fire and Paramedic Districts

ATTACHMENT A

Duties of the Medical Director

The duties of the Medical Director for the Districts shall be as follows and those in accord with Nevada Administrative Code Section 450B.505 as set forth below:

1. Each service or fire-fighting agency providing emergency care must:
 - (a) Apply for and receive a permit from the health division; and
 - (b) Have a medical director who is responsible for developing, carrying out and evaluating standards for the provision of emergency care by the service or fire-fighting agency.
2. The medical director of a service or fire-fighting agency shall:
 - (a) Establish medical standards which:
 - (1) Are consistent with standards approved by the board;
 - (2) Are equal to or more restrictive than the standards of the state emergency medical system; and
 - (3) Must be approved by the health division or a physician active in providing emergency care who is designated by the health division to review and make recommendations to the health division.
 - (b) Direct the emergency care provided by any licensed attendant who is actively employed by or a volunteer with the service or fire-fighting agency.
3. The appointment of a medical director must be approved by the health division or a physician with experience in emergency care who is designated by the health division to approve those appointments. The medical director must:
 - (a) Be a physician;
 - (b) Have experience in and current knowledge of the emergency care of patients who are acutely ill or injured;
 - (c) Have knowledge of and access to local plans for responding to emergencies;
 - (d) Be familiar with the operations of a base hospital, including communication with, and direction of, personnel who provide emergency care;
 - (e) Be actively involved in the training of personnel who provide emergency care;
 - (f) Be actively involved in the audit, review and critique of emergency care provided by personnel;
 - (g) Have knowledge of administrative and legislative processes affecting local, regional and state systems that provide emergency medical services;

(h) Have knowledge of laws and regulations affecting local, regional and state systems that provide emergency medical services; and

(i) Have knowledge of procedures and treatment for advanced cardiac and trauma life support.

4. A medical director of a service or fire-fighting agency may:

(a) In consultation with appropriate specialists and consistent with the protocols of regional and statewide systems, establish medical protocols and policies for the service or fire-fighting agency;

(b) Recommend to the health division the revocation of licensure of personnel who provide emergency care;

(c) Approve educational requirements and proficiency levels for instructors and personnel of the service or fire-fighting agency;

(d) Approve educational programs within the service that are consistent with accepted local, regional and state medical practice;

(e) Suspend an emergency medical technician within that service or fire-fighting agency pending review and evaluation by the health division;

(f) Establish medical standards for dispatch procedures to ensure that the appropriate response units are dispatched to the scene of a medical emergency when requested;

(g) Establish criteria and procedures to be used when a patient refuses transportation;

(h) Establish medical criteria for the level of care and type of transportation to be used for emergency care;

(i) Establish standing orders and procedures and the criteria under which the providers of emergency care may operate before initiating contact with a physician at a base station; and

(j) Conduct an audit to ensure the quality of the medical system of the service or fire-fighting agency in conjunction with the activities of the designated base hospital or health facility.

5. The medical director of the service or fire-fighting agency may delegate his duties to any other qualified physician.

6. If a medical director of a service or fire-fighting agency wishes to resign, he:

(a) Shall provide written notification of his intentions to the health division and the service or fire-fighting agency not less than 30 days before the effective date of his resignation; and

(b) May provide recommendations for an interim replacement.

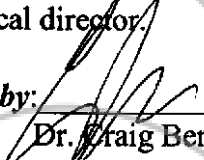
7. If the medical director of a service or fire-fighting agency is unable to carry out his responsibilities, he shall designate an alternate physician to assume the duties of the medical director.

East Fork requirements:

1. Serve as the patient advocate within the EMS System;
2. Attend regularly scheduled EMS Meetings;

3. Meet with the Deputy Chief of Operations on an agreed upon schedule to ensure continuity of communications in regards to EMS operations and training of the Districts;
4. Provide a minimum of 12-hours per year of support to the Quality Assurance Team;
5. Provide a minimum of 12-hours per year of educational/teaching support to the Training/Safety Division of East Fork;
6. Actively participate in the personnel selection/screening process, upon request of the Districts;
7. Provide medical oversight for the EMS drug re-supply program requiring DEA registration (Form DEA-223/511);
8. Provide medical direction for the District's public access defibrillation program;
9. Process in a timely fashion forms and documents necessary for the operations of our EMS system;
10. Represent the Districts within the medical community, acting as a liason with other regional agency's medical directors, receiving facilities, long-term care facilities, Douglas County 911 Emergency Medical Services Dispatch medical director and the State Medical Director, among others;
11. The Medical Director will not have any supervisory function to any member of East Fork Fire and Paramedic Districts. District members or employees are not considered employees of the medical director.

Reviewed and Acknowledged by:


Dr. Craig Berger

12-19-11
(date)

ATTACHMENT B

HEALTH INFORMATION PORTABILITY AND ACCOUNTABILITY ACT

1. DEFINITIONS.

- 1.1 Contractor shall mean Dr. Craig Berger.
- 1.2 Covered Entity shall mean East Fork Fire and Paramedic Districts.
- 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.
- 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 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 164.52
- 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 effect 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 the 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 cures 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 to 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.

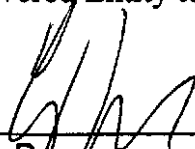
6. MISCELLANEOUS.

- 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.

Reviewed and Acknowledged by: _____

Dr. Craig Berger
Contractor



12-19-11

(date)

COPY

ATTACHMENT C

East Fork's EMS Vision

East Fork Fire and Paramedic Districts will provide an Emergency Medical Services system to our community and work as regional partners to embrace the system concept. An EMS system is much more than providers in an ambulance; an EMS system involves:

1. Integration of health-care services
2. EMS research
3. Legislation and regulation
4. System finance
5. Human resources
6. Medical direction
7. Educational systems
8. Public education
9. Prevention
10. Public access
11. Communication systems
12. Clinical care
13. Information systems
14. Evaluation

We will have an involved Medical Director, Base Station Hospitals, staff and community. With our location, we will be on the leading edge for delivery of rural EMS that allows us to conduct research to further our profession. We always seek continuous system improvement with a proactive training, education and certification system. We will provide the EMS system through the just culture model where we console human error, coach at-risk behavior and punish reckless behavior, regardless of outcome.

Our hallmarks for EMS delivery are:

1. Patient advocacy
2. Clinical excellence
3. Customer satisfaction
4. Response time reliability
5. Responder and patient safety

Reviewed and Acknowledged by: _____

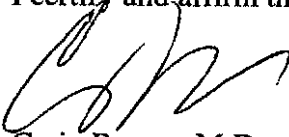
Dr. Craig Berger
Contractor

12-19-11
(date)

To Whom It May Concern,

My name is Dr. Craig Berger and I am a physician within the State of Nevada. I am a sole proprietor for my medical director services to East Fork Fire and Paramedic Districts. Any income is reported on my personal taxes.

I certify and affirm that the above is true and correct.



Craig Berger, M.D.
December 19, 2011

COPY



**NEVADA STATE BOARD OF
MEDICAL EXAMINERS**
PO Box 7238, Reno NV 89510
775/688-2559 - www.medboard.nv.gov

This certifies that Craig Lee BERGER, M.D.
holds Active Status Medical Doctor licensure
in the state of Nevada in accordance with Nevada
Revised Statutes Chapter 630.

License Number: 12335
Issued: 07/01/2007
Expires: 06/30/2013

Craig Berger
President, Nevada State Board of Medical Examiners

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: Dec 30, 2011
[Signature] Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By *[Signature]* Deputy