

Doc Number: **0844543**

06/16/2014 11:34 AM

OFFICIAL RECORDS

Requested By:  
DC/CHINA SPRING

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 8      Fee: \$ 0.00  
BK: 0614 Pg: 3399



Deputy: ar

Assessor's Parcel Number:   N/A  

Date:   JUNE 16, 2014  

Recording Requested By: \_\_\_\_\_

Name:   WENDY GARRISON, CHINA SPRING  

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

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

Real Property Transfer Tax: \$   N/A  

  CONTRACT #2014.116  

(Title of Document)

FILED

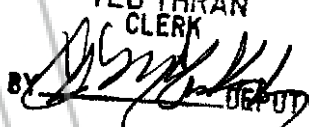
NO. 2014.112

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

2014 JUN 13 PM 2:21

A CONTRACT BETWEEN DOUGLAS COUNTY, AND CHINA SPRING YOUTH CAMP

AND

TED THUAN  
CLERK  
BY  DEPUTY

KELLY BIELAT, M.A., MFT  
2732 BEDFORD WAY, CARSON CITY, NV 89703

The China Spring Youth Camp, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

The services of the Contractor specified in this agreement are both necessary and desirable and in the best interests of China Spring Youth Camp; and

The Contractor represents she is duly qualified, equipped, staffed, ready, willing and able to perform and render the services described;

In consideration of the agreements made, the parties mutually agree as follows:

**1. EFFECTIVE DATE OF CONTRACT.** This contract shall not become effective until and unless approved by the Douglas County Board of County Commissioners.

**2. TERMS.** This contract has a term of one year from the date of July 1, 2014. This contract is renewable for one-year periods on the same terms, upon agreement of the parties.

**3. 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.

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

Kelly Bielat, MA, MFT., has entered into a contract with Douglas County to perform work from July 1 2014 to June 30, 2015 and requests the State Industrial Insurance System provide to Douglas County

- 1) A certificate of coverage issued pursuant to NRS § 616B.627
- 2) A 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/she 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.

**5. SERVICES TO BE PERFORMED.** The parties agree the services to be performed are as follows: Contractor agrees to provide the China Spring Youth Camp, within Douglas County, Nevada, Marriage and family services for juveniles and their families at the China Spring Youth Camp and Aurora Pines Girls Facility, at the direction of the China Spring Director or his/her designee for a period not to exceed 720 hours in a year.

**6. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph (5) at a cost not to exceed \$61,200 in a fiscal year. Contractor agrees to submit billings to the County which will be paid within a reasonable time.

**7. TERMINATION OF CONTRACT.** This contract may be revoked without cause by either party prior to the ending 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.

**8. FISCAL FUNDING OUT.** All payments under this contract are contingent upon the availability to the China Spring Youth Camp of the necessary funds. In the event sufficient funds, as determined by the China Spring Youth Camp, are not available for any reason, the China Spring Youth Camp shall not be obligated to make any payments to Contractor under this contract. This provision shall be construed as a condition precedent to the obligation of the China Spring Youth Camp to make any payments under the contract. Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. If any payments which are otherwise due to Contractor under this contract are deferred because of the unavailability of sufficient funds, such payments will promptly be made to Contractor if sufficient funds later become available.

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

**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. Specifically, Contractor shall comply will all Prison Rape Elimination Act (PREA) requirements, including but not limited to: notifying Douglas County in the event of any adjudication or conviction (see Attachment B), submitting to fingerprinting and background check requirements, completion of PREA training, and completion of State of Nevada, Child Abuse Neglect Check (CAN) information.

**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.** 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; unless the County has requested remittance and delivery by Contractor of the items. 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 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.

**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 may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

The parties have signed this contract to be effective on the date listed in paragraph 2.

Kelly Bielak MA, MFT  
Kelly Bielak, MA, MFT

5-28-14  
Date

Doug N. Johnson  
Doug N. Johnson  
Douglas County Commission, Chair

6/5/14  
Date

Attest: Ted Thran  
By: Ted Thran, Douglas County Clerk-Treasurer

BY: Tammy  
CLERK TO THE BOARD



Attachment B

China Spring Youth Camp  
Contractor Prison Elimination Act Signature Page

- Finger Prints
- Child Abuse Neglect Form (CAN)

Expiration Date June 2019  
Submitted 6/2/14

I understand as a condition of my Contract, in accordance with the Prison Rape Elimination Act and State Law, I must report to the Director the following:

KB

My initials certify I have not engaged in, been adjudicated or convicted of any of the following:

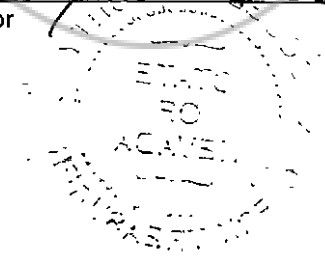
- Engaged in sexual abuse in a prison, jail, lock-up, community confinement facility, juvenile facility or other institution defined in 42 U.S.C. 1997
- Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force or coercion, or if the victim did not consent or was unable to consent or refuse
- Been civilly or administratively adjudicated or have engaged in the activity described above
- Any substantiated allegations of sexual abuse or a history of sexual activity facilitated by force, the threat of force or coercion
- Convicted for domestic violence
- Convicted for child abuse
- Convicted for stalking
- Convicted for any sexual offense
- Convicted of any felony
- Substantiated Sexual Harassment

Kelly L Bidet  
Contractor Signature

6-2-14  
Date

Wendy C. Anderson  
Director

5-28-14  
Date



COPY

Douglas County

State of Nevada

**CERTIFIED COPY**

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

16th day of June, 2014

By [Signature] Deputy