

Assessor's Parcel Number: N/A

Date: JUNE 23, 2015

Recording Requested By:

Name: WENDY LANG, HUMAN RESOURCES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



KAREN ELLISON, RECORDER

CONTRACT #2015.140

(Title of Document)

FILED

NO. 2015. 140

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR JUNE 23 PM 3: 17

A CONTRACT BETWEEN

DOUGLAS COUNTY

DOUGLAS COUNTY
CLERK
BY [Signature] DEPUTY

AND

CARSON VALLEY MEDICAL CENTER RURAL HEALTH CLINIC, LLC
1107 U.S. HIGHWAY 395, GARDNERVILLE, NV 89410

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County ("County"), a political subdivision of the State of Nevada, and Carson Valley Medical Center, ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, The County requires the services of Contractor herein specified are both necessary and desirable and in the best interest of the County;

WHEREAS, Contractor represents that he is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. EFFECTIVE DATE AND TERM OF THE CONTRACT. This Contract shall be effective March 1, 2015 and will be effective through June 30, 2016.

2. SERVICES TO BE PERFORMED. The Parties agree that the services to be provided are in accordance with the scope of work attached as Addendum "A."

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 2 and Addendum "A" at a cost reflected in Addendum "B" (Fee Schedule). The Contractor will submit an invoice for payment within 15 days of the end of the month and must submit a detailed summary of the expenditures reported in a form that supports the approved budget.

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 300.700, as necessarily adapted, to the Parties, including the understanding that Contractor is not an employee of the County and that there will 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.

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 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:

Carson Valley Medical Center has entered into a contract with the County to perform work from March 1, 2015 to June 30, 2016, and requests that an industrial insurance provider qualified and licensed to offer such insurance within Nevada, provide to the 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 Human Resources
P O 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 the 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.

6. TERMINATION OF CONTRACT. This Contract may be revoked without cause by either party prior to the end of the term set forth in paragraph (1), 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 through the date notice was given.

7. LICENSING AND PROFESSIONAL HEALTH CARE LIABILITY. Contractor agrees to maintain all necessary licenses 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.

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 must be filed and litigated in the Ninth Judicial County Court, in and for the County of Douglas, State of Nevada.

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. The Contractor specifically

agrees to follow the requirements of the Health Information Portability and Accountability Act, as amended, and as outlined in Attachment "B."

10. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract.

11. THE 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 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 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.

13. 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 Contractor pursuant to Paragraphs 4, 5 10 and 11 of the Contract), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS §0.039, or governmental entity.

14. 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.

15. MODIFICATION OF CONTRACT. This Contract constitutes the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

[The remainder of this page is intentionally blank]

16. PHOTOGRAPHIC LIKENESS. The Contractor allows the County 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.

CONTRACTOR



Susan Davila, CEO
Carson Valley Medical Center Rural Health Clinic, LLC

6/8/2015

(Date)

THE COUNTY



Doug N. Johnson, Chairman
Board of County Commissioners

5/20/15

(Date)

ADDENDUM A SCOPE OF WORK

Application

1. This contract applies to specific Douglas County employees and its political subdivisions that utilize the Douglas County Human Resources Department's services. Unless otherwise noted, "employee" includes volunteers with no intention to affect or alter a volunteer's status as a volunteer or to imply any indicia of treatment of a volunteer as an actual employee of the County.

Pre-Exam Lab Work and Testing

1. Lab work and tests shall be performed as per attached requirements, as designated by NRS or as directed by the County.
2. The physician's office shall schedule the lab work and tests within 3-5 working days. The actual physician's exam shall be scheduled at the same time, within 2-3-days after the lab work and testing is completed.

New Hire Employment and Volunteer Procedures

1. During the new hire appointment, the employee shall contact the designated physician's office for their lab work, testing and pre-employment physical appointments. The physician's office shall schedule the lab work and exam within 3-5 days. The physician's exam shall be scheduled at the same time, within 2-3 days after the lab work and testing is completed. Exercise stress tests may take up to 5-21 days for completion, but may be done on the same day of the physical, if allowable.
2. Drug testing procedures will be conducted by the Contractor in accordance with the testing procedures of 40 CFR Part 40 or any other related laws.

Administration of the Program

1. Douglas County Human Resources shall administer the physical examination program and ensure compliance with all applicable laws and regulations.
2. Douglas County Human Resources shall compile quarterly reports of individuals due for physicals and forward the reports to the department heads and the physician's office.
3. The department head shall notify the employee to contact the physician's office immediately and schedule an appointment to complete the physical examination within the pre-determined scheduled period.

Annual Physical Examination

1. The physician's office shall prepare the employee's chart with any required documentation prior to the appointment.
2. Upon receipt of any test results, the physician shall examine the employee.
3. Employees shall be referred to their own physician for treatment of findings requiring follow up. The physician will not require the employee to see their own physician in order to determine a fitness for duty.
4. The employee shall be made aware of any findings during the physical exam and shall acknowledge and sign the completed form with the physician upon completion of the physical examination.

Scheduling

1. Physical exams shall be performed on a quarterly basis and will be scheduled on a pre-determined quarterly schedule. The schedule will be in agreement with the County and Contractor.
2. If the physical examination occurs in two parts, the second part of the examination will be scheduled following the pre-determined quarterly schedule.

Notification by Physician's Office

1. Necessary follow-up or re-testing must be scheduled by the employee immediately following the physical exam.
2. Medical findings which may be considered life threatening, making the employee not fit for duty, must be communicated immediately to the employee and Human Resources by phone, by email or by secure fax as follows:

Douglas County Human Resources
Attn: Heart and Lung Program Coordinator (Confidential)
SChristensen@douglasnv.us
Secure Fax: 775-782-9083
Contact Phone: 775-782-9865

Payment

1. A monthly itemized invoice shall be mailed, along with completed physical results form and additional required paperwork, to the following:

Douglas County Human Resources
Attn: Heart and Lung Program Coordinator (Confidential)
P. O. Box 218
Minden, NV 89423

2. In the event of inconclusive test and examination results, The County will pay for retesting or additional testing until the results are conclusive.

Recordkeeping

1. The physician's office must maintain and safeguard employee records as required by law.
2. All physical examination documents must be released to Douglas County Human Resources.
3. Douglas County Human Resources shall maintain the forms in a confidential, secured file as proof of completion of required physicals.
4. The physician's office will provide the employee a copy of the final report and report of corrections before the employee leaves the office.
5. All documents related to the physical examination shall be released to the employee or their personal physician upon request.

Participation and Timing

Sheriff's Office Staff and Volunteer's

1. Physical examinations are due annually
2. Testing includes the following:
 - a. Chemistry panel/lipid
 - b. Chest X-ray: will be provided annually to all ages of employees/volunteer.
 - c. EKG stress or resting (stress for employees and volunteers over 40 years of age)
 - d. Hearing exam
 - e. Patient's medical history
 - f. Pulmonary function test
 - g. Routine heart exam
 - h. Routine physician's exam (including lung exam)
 - i. TB test
 - j. Urine dip stick (no lab)
 - k. Vision
 - l. Review of respiratory certification, if applicable
 - m. Completion of hazardous materials exam, if applicable
 - n. Completion of ambulance attendant license medical report, if required

Drug and Alcohol Testing

1. Pre-employment/volunteer and random drug and alcohol for employees and volunteers will be conducted in accordance with the testing procedures of 40 CFR Part 40. Reasonable suspicion drug and alcohol testing will be conducted upon request of Human Resources.

Infectious Disease Testing

1. Infectious disease testing for new eligible employees and volunteers will be conducted in accordance with Nevada law. All baseline results will be provided to Human Resources and kept in sealed confidential files.

Employees with Commercial Driver's License (CDL)

1. Physical examinations for CDL holders are due bi-annually upon expiration of employee's CDL.
2. The physical examination includes the following:
 - a. Patient's history. The physician may request an EKG stress test if the employee reflects high risk factors
 - b. Routine Physician exam
 - c. Urine dip stick (no lab). If urine shows it necessary, the physician may obtain glucose/cholesterol information.
 - d. Vision examination

Employees Assigned to Weed Control

1. Physicals are due upon hire, annually and upon termination of employment
2. The physical examination includes:
 - a. Patient's history
 - b. Herbicide panel

- c. Routine physician's exam
- d. Urine dip stick (no lab)
- e. Completion of the CDL physical exam form, if necessary

Employees assigned to Dispatch

1. Hearing Examination is due pre-employment and every five years thereafter

OSHA HAZMAT Evaluation (as per Occupational Safety and Health Guidance Manual)

1. Hazmat testing shall be in addition to standard testing for the appropriate employees when job requirements deem it necessary
2. Testing shall be upon hire, upon exposure and upon termination of employment
3. Testing may also be included as part of the st physical examination depending on exposure, as deemed necessary by the physician

OSHA Respirator Evaluation

1. Respiratory screening shall be in addition to standard testing for applicable employees
2. Testing is due prior to fitting for the respirator and annually thereafter and includes:
 - a. Patient's medical history
 - b. Completion of OSHA respirator medical evaluation questionnaire by the employee
 - c. The physician will perform tests deemed necessary based upon answers on the questionnaire to determine ability of employee or volunteer to wear respirator
 - d. All medical tests must be performed according to federal regulations as follows:
 - i. An employee reports medical signs or symptoms that are related to ability to use a respirator
 - ii. A PLHCP, supervisor, or the respirator program administrator informs the employer that an employee needs to be reevaluated
 - iii. Information from the respiratory protection program, including observation made during fit testing and program evaluation, indicates a need for employee reevaluation
 - iv. A change occurs in workplace conditions (e.g., physical work efforts, protective clothing, and temperature) that may result in a substantial increase in the physiological burden placed on an employee.
 - e. The "Medical Clearance for Respirator" form shall be completed by the physician and returned with the paperwork

ADDENDUM B

Fee Schedule

Services performed	3-1-2015 Rates
CVMC DOUGLAS COUNTY ANNUAL EXAM	\$80.00
TB INTRADERMAL TEST	\$10.00
PURE TONE HEARING TEST, AIR	\$10.00
CVMC PFT SPIROMETRY	\$30.00
CVMC TC DC PFT SPIROMETRY	\$50.00
ELECTROCARDIOGRAM, COMPLETE	\$68.00
URINE, 7 PANEL	\$28.00
CHEST XRAY 1 VIEW	\$90.00
CVMC DC LIPID PANEL	\$20.00
URINALYSIS, AUTO, W/SCOPE	\$7.00
CVMC DC INFECTIOUS DISEASE LAB	\$98.00
CVMC DC EKG RESTING TECHNICAL	\$82.00
CARDIAC STRESS TST, COMPLETE	\$180.00
CVMC DC HAZMAT LABORATORY BUNDLE TESTS	\$225.00
CVMC DC INFECTIOUS DISEASE LAB EXIT LABS	\$188.00
CVMC DC BLOOD DRAW FEE	\$7.00
BREATHE ALCOHOL TESTING	\$25.00
IN-HOUSE DRUG TEST (NON-DOT)	\$28.00
POSITIVE IN-HOUSE DRUG TEST (LAB)	\$40.00
MRO SERVICES NON-DOT DRUG TEST	\$39.00
MRO SERVICES DOT DRUG TEST	\$45.00
IMMUNIZATION ADMIN, 1 SINGLE/COMB VAC/TOXOID	\$20.00

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

23rd day of June 2015
 By *[Signature]* Deputy