

Assessor's Parcel Number:  N/A

Date:  MAY 24, 2018

Recording Requested By:

Name:  KAREN, SOCIAL SERVICES

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

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

Real Property Transfer Tax: \$  N/A



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KAREN ELLISON, RECORDER

**CONTRACT #2018.093**

(Title of Document)

MAY 18 2018

**CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR**

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**  
AND  
**CLINICAL PHARMACY CONSULTANTS, INC.**  
**PO BOX 3988**  
**SPARKS, NEVADA 89432**

2018 MAY 24 AM 10:32  
DOUGLAS COUNTY  
FILED  
2018.05.24

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

**WHEREAS**, the County, from time to time, requires the services of independent contractors;

**WHEREAS**, the County believes that the services of Contractor are necessary, desirable, and in the best interests of Douglas County; and

**WHEREAS**, Contractor represents that it is duly qualified, licensed, equipped, competent, ready, willing and able to perform the services required by County as hereinafter described.

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

**1. TERM AND EFFECTIVE DATE OF CONTRACT.** The Contract will be effective from July 1, 2018 to June 30, 2019. The parties may extend the term of the contract for an additional year to June 30, 2020 upon written agreement of the parties.

**2. INDEPENDENT CONTRACTOR STATUS.** The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of the County 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 Contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave; and
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

**3. SERVICES TO BE PERFORMED.** The Contractor will provide pharmacy consultant services to the Douglas County Community Health Clinic as specified in **Exhibit A** attached hereto.

**4. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 3 for an annual cost not to exceed \$4,500.00.

**5. NONAPPROPRIATION.** Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

**6. CONSTRUCTION OF CONTRACT.** The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The Parties mutually agree to not seek punitive damages against either Party.

**7. COMPLIANCE WITH APPLICABLE LAWS.** Contractor promises and agrees to 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 the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all federal, state, and local licensing requirements, all hazardous materials regulations, and all immigration and naturalization laws. County will not waive and intends to assert all available NRS chapter 41 liability limitations.

**8. ASSIGNMENT.** Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

**9. COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to the Contract will 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.

**10. 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 the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County 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 will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

**11. PUBLIC RECORDS LAW.** Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the United States or the State of Nevada, will 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 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.

**12. INDEMNIFICATION OF COUNTY.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor will defend, hold harmless and/or indemnify County against such claims. Notwithstanding the obligation of Contractor to defend County as set forth in this paragraph, County may elect to participate in the defense of any claim brought against County because of the conduct of Contractor, its officers, employees and agents. Such participation shall be at County's own expense and County shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

**13. MODIFICATION OF CONTRACT.** The Contract and any attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

**14. TERMINATION OF CONTRACT.** Either party may cancel this agreement upon thirty days written notice to the other party. Notice shall be personally served or given by United States Mail. Contractor shall be paid a pro rata amount for all services rendered up to the date of termination.

**15. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this Contract.

**16. STANDARD OF CARE.** Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by others with Contractor's skill, training, and licensing.

**17. WAIVER OF LIEN.** Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

**18. THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party, or to otherwise allow a third party to assert a cause of action against either Contractor or County.

**19. NOTICES.** All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

**To County:** Douglas County c/o County Manager's Office  
Attn. Karen Beckerbauer, Social Services  
Post Office Box 218  
Minden, Nevada 89423

**To Contractor:** Clinical Pharmacy Consultants, Inc.  
Attn. John Warren  
PO Box 3988  
Sparks, NV 89432

[CONTINUED ON NEXT PAGE]

**20. CONFLICT OF INTEREST.** By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to third parties without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract

**IN WITNESS WHEREOF**, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

**CLINICAL PHARMACY CONSULTANTS, INC.**

By: John A Warren, PharmD. 15MAY2018  
John Warren, Principal (Date)

**DOUGLAS COUNTY, NEVADA**

By: Scott Morgan 5-22-18  
Scott Morgan, Director (Date)  
Douglas County Community Services

**EXHIBIT A**

**Scope of Work  
Douglas County Community Health Clinic Pharmacy Consultant**

Contractor shall perform the following duties for the Douglas County Community Health Clinic

1. Analyze the:
  - a. Pharmaceutical inventory.
  - b. Clinical and public health pharmaceutical use patterns.
  - c. Price structure of all pharmaceutical products.
  - d. Pharmaceutical ordering structure and process.
  - e. Written pharmacy policies and procedures.
2. Assure proper Nevada State Board of Pharmacy documentation for appropriate dispensing staff.
3. Investigate on an ongoing basis alternative prices that exist among distributors and buying programs.
4. Assure Douglas County is complying with buying program (such as 340B) and distributor contract requirements.
5. Make recommendations for alternative product purchase and use based on pricing and clinical effectiveness.
6. Investigate and make recommendations for improvements in pharmaceutical inventory control and dispensing, including electronic systems.
7. Update the pharmacy policies and procedures, as needed, for final approval by the Director of the Douglas County Community Health Clinic.
8. Assure compliance with Nevada State Board of Pharmacy inspection requirements and outcomes.
9. Provide guidance on mass dispensing protocols, FDA Emergency Use Authorizations, and appropriate repackaging and labeling for pharmaceuticals.

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

24th day of August, 2013  
By [Signature] Deputy