

Assessor's Parcel Number: N/A

Date: JULY 22, 2019

Recording Requested By:

Name: WENDY GARRISON, CSYC

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



KAREN ELLISON, RECORDER

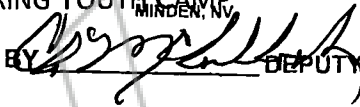
CONTRACT #2019.128
(Title of Document)

NO. 2019-128

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

7-22-19
DATE

A CONTRACT BETWEEN DOUGLAS COUNTY, BY AND THROUGH THE CHINA SPRING YOUTH CAMP, MINDEN, NV, DOUGLAS COUNTY CLERK

BY  DEPUTY

AND

**Dr. John R. Holman and Nurse Shari Dixon
2876 Jackie Circle, Minden NV 89423**

Douglas County, a political subdivision of the State of Nevada, operates the China Spring Youth Camp, and 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 that he 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 two years from the date of July 1, 2019.

3. INDEPENDENT CONTRACTOR STATUS. The parties agree Contractor shall have the status of an independent contractor and this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700 (3) (b), as necessarily adapted, to the parties, including Contractor is not a County employee and 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 employees' 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.

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: has entered into a contract with Douglas County to perform work from July 1, 2019 to June 30, 2021, 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:

China Spring Youth Camp
C/O 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 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. 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 qualified 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 the County may order the contractor to stop work, suspend the contract, or terminate the contract.

5. SERVICES TO BE PERFORMED. The parties agree the services to be performed are as follows: See attachment A.

6. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph (5) at a cost of \$3,000 per month with a total cost not to exceed \$36,000 per fiscal year. Contractor agrees to submit monthly billings to the County, which will be paid by the County within 14 days. Additionally, China Spring Youth Camp agrees to reimburse Contractor one-half (1/2) of the medical malpractice insurance that Contractor pays for coverage related to the medical services he provides to Douglas County, in an amount not to exceed \$3,000 per fiscal year.

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. Contractor shall fully and completely comply with all Prison Rape Elimination Act (PREA) provisions including but not limited to: notifying Douglas County in the event of an adjudication or conviction of a felony (see Attachment B), submitting to fingerprinting and background check every five years, yearly completion of PREA training, and yearly completion of State of Nevada Child Abuse Neglect (CAN) form. Additionally, Contractor shall fully and completely comply with all statutory requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Public Law 104-191. 45 CFR 160 et. Seq. This requirement shall include, but not be limited to, that the Contractor must establish and/or maintain safeguards of protected health information to prevent impermissible uses and disclosures of protected health information, and to allow patient access to their protected health information when requested.

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. Additionally, CSYC has received a three (3) year accreditation by CARF. As part of the accreditation, CSYC is required to conduct documented reviews of the services provided by its medical contractors. The documented reviews shall be conducted at least quarterly to address: (1) the quality of service delivery; (2) the appropriateness of services; (3) Patterns of service utilization; and (4) Model fidelity, when an evidence-based practice is identified, which might include frequency of services, delivery of specific curriculum, or implementation of specific protocols for handling particular behaviors. Contractor understands the requirement of CSYC to comply with CARF, in order to maintain its accreditation, and will cooperate with CSYC to conduct these reviews.

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.



Dr. John R. Holman

6/27/19
Date



William B. Penzel
Douglas County Commission, Chair

7/6/18/19
Date

Attest: 

By: Kathy Lewis, Douglas County Clerk-Treasurer

EXHIBIT A

Contractor will perform as follows:

1. Tasks described on the service description below.
2. Tasks to be performed at China Spring Youth Camp for males and female youth.
3. Schedule: Tuesday and Thursday of each week (four hours per session for a total of eight hours per week) or as otherwise prearranged or affected by the weather and agreed upon by Contractor and the Director of China Spring Youth Camp. The R.N. and M.D. will not be available during holidays. The R.N. will be available for telephone consultation.
4. Outside of the M.D.'s regular office hours, residents will be taken to an emergency room.
5. Contractor shall provide malpractice insurance.
6. Contractor shall ensure compliance with Camp guidelines regarding Camp medical facilities and ensure proper stocking and security for all medical supplies, including medication.
7. Contractor shall, in the event of a medical emergency, ensure that normal protocol is followed for transportation and disposition of residents as necessary.
8. Contractor shall keep and record information necessary to ensure the proper care of residents, provide legal documentation of the same, and kept the normal and usual records. All records shall be kept and disposed of in accordance with Nevada Law.
9. Contractor shall provide the China Spring Youth Camp administration with reports, inspections, analysis, and purchases, with documentation as required by the China Spring Youth Camp administration.
10. All Contractor records and duties pertaining to the China Spring Youth Camp shall be subject to inspection by the China Spring Youth Camp administration or designated representative for compliance. Matters concerning physician-patient privilege shall be jointly resolved by the Contractor and Director prior to inspection.
11. Contractor will not be compensated for any hours Contractor is not actually performing services for China Spring Youth Camp.

Service Description

Scope: Provision of medical services for all residents.

Tasks:

1. Review and countersign all medical records generated at China Spring Youth Camp.
2. Oversee and be responsible for the procurement, distribution, and storage of prescription medications used at the China Spring Youth Camp
3. Assist in arranging specialist consultation, as needed, for residents.
4. Attend meetings with China Spring Youth Camp staff as agreed upon.
5. Evaluate and approve standing orders and China Spring Youth Camp Medical care.

Attachment B

**China Spring Youth Camp
Contractor Prison Elimination Act Signature Page**

Dr. John Holman

Finger Prints	Expiration Date	August 15, 2023
China Abuse Neglect Form (CAN)	Submitted	July 30, 2018
PREA Training	Completed	May 2016

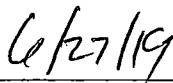
I understand as a condition of my Contract, in accordance with the Prison Rape Elimination Act and State Law, I must report to the Director the following:

My signature below certifies I have not engaged in, been adjudicated or convicted of any of the following:

1. 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
2. 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
3. Been civilly or administratively adjudicated or have engaged in the activity described above
4. Any substantiated allegations of sexual abuse or a history of sexual activity facilitated by force, the threat of force or coercion
5. Convicted for domestic violence
6. Convicted for child abuse
7. Convicted for stalking
8. Convicted for any sexual offense
9. Convicted of any felony
10. Substantiated Sexual Harassment



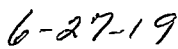
Dr. Holman, Signature



Date



Director



Date

Attachment C

China Spring Youth Camp
Contractor Prison Elimination Act Signature Page

Nurse Shari Dixon

Finger Prints	Expiration Date	August 14, 2023
China Abuse Neglect Form (CAN)	Submitted	July 30, 2018
PREA Training	Completed	May 2016

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:

My signature below certifies I have not engaged in, been adjudicated or convicted of any of the following:

1. 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
2. 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
3. Been civilly or administratively adjudicated or have engaged in the activity described above
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5. Convicted for domestic violence
6. Convicted for child abuse
7. Convicted for stalking
8. Convicted for any sexual offense
9. Convicted of any felony
10. Substantiated Sexual Harassment

Shari Dixon RN

Shari Dixon R.N., Signature

6-27-19

Date

Wendy L. Lerner

Director

Douglas County State of Nevada

6-27-19

Date

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

27th day of June, 2019
By [Signature] Deputy