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Department: 911 EMERGENCY SERVICES		
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DOUGLAS COUNTY, NV

This is a no fee document

2021-963452

# Agreement For Professional Services For

# 911 EMERGENCY COMMUNICATION CENTER MEDICAL DIRECTOR SERVICES

**BETWEEN** 

FILED

DOUGLAS COUNTY CLERK

DEPUTY

Douglas County, Nevada P.O. BOX 218 MINDEN NV, 89423 PH#: 775-782-9821

AND

STEVEN ASTENGO, D.O. 1107 US HIGHWAY 395 N GARDNERVILLE NV 89460 PH#: 858-774-2168

This Agreement for Services by an Independent Professional Services (hereafter "Agreement") is entered into by and between Douglas County, a political subdivision of the State of Nevada, (hereafter "County") through the Douglas County Manager and Dr. Steven Astengo (hereafter "Consultant"). The County and Contractor are at times collectively referred to hereinafter as the "Parties or individually as the "Party."

WHEREAS, Douglas County, a political subdivision of the State of Nevada, maintains a 911 Emergency Communications Center; and

WHEREAS, it is highly recommended that a 911 Emergency Communication Center have a medical director to provide training and oversight for Emergency Communication Specialists (ECS) who are often contacted by those in need of medical services; and

WHEREAS, Dr. Steven Astengo is licensed to practice medicine in the State of Nevada, License No. <u>DO1768</u> and has agreed to provide medical director services to Douglas County for its 911 Emergency Communications Center (hereinafter County); and

WHEREAS, it is deemed that the services of Consultant herein specified are both necessary and desirable and in the best interests of Douglas County; and

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

**Now, Therefore**, in consideration of the agreements herein made, the parties mutually agree as follows:

- 1. EFFECTIVE DATE OF AGREEMENT. This Agreement shall be effective February 12, 2021, and will be for two years, terminating on February 12, 2023. This Agreement may be extended for an additional two-year term provided both parties agree in writing. If extended, all provisions of this Agreement shall continue.
- **2. WORK TO BE PERFORMED.** Consultant shall provide medical director services to Douglas County 911 Emergency Communications Center as further set forth in Attachment A, incorporated herein. All of Consultant's services shall be provided in accordance with accepted medical standards, Nevada Revised Statutes Chapter 450B, Nevada Administrative Code Chapter 450B.
- **3. PAYMENT FOR SERVICES.** Consultant shall provide the services set forth in Paragraph 2, above, for a total cost of One Thousand Five Hundred Dollars (\$1500) per year, to be paid annually upon the Consultant submitting a written invoice to the County.
- **4. INDEPENDENT CONSULTANT STATUS.** The parties agree that the Consultant shall have the status of and shall perform all work under this agreement as an independent Consultant. The parties also agree that this agreement incorporates and applies the provisions of NRS 333.700 et. al., as necessarily adapted, to the parties, including that Consultant is not a County employee and that there shall be:
- (1) No withholding of income taxes by the County:
- (2) No industrial insurance coverage provided by the County;
- (3) No participation in group insurance plans which may be available to employees of the County;
- (4) No participation or contributions by either the Consultant or the County to the public employee's retirement system;
- (5) No accumulation of vacation leave or sick leave provided by the County:
- (6) No unemployment compensation coverage provided by the County; and
- (7) The Consultant is not in the classified or unclassified service of the County and has none of the rights or privileges available to officers, employees or other appointees of the County.

### 5. INDUSTRIAL INSURANCE.

A. Consultant further agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the County to make any payment under this appointment and in accordance with NRS §616B.627, to provide the County with the following written statement from a qualified insurer to the County that states the following:

Dr. Steven Astengo has entered into a contract with Douglas County to perform medical director services from February 12, 2021 to February 12, 2023, and is in compliance with the provisions of NRS Chapters 616A to 616D, inclusive. Attached is a certificate of that coverage. Any lapse in coverage or nonpayment of coverage shall be reported to the County by the qualified insurer. The certificate and notice should be mailed to:

## Douglas County Manager Post Office Box 218 Minden. Nevada 89423

Consultant agrees to maintain required workers compensation coverage throughout the entire term of the appointment. If Consultant does not maintain coverage throughout the entire term of the appointment, then he must immediately notify the County and must stop work until coverage is provided or the Agreement is terminated. There will be no compensation provided to Consultant during the time the coverage is not provided or has lapsed.

Consultant may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he is a sole proprietor and that:

- a) 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
- b) Is otherwise in compliance with those terms, conditions and provisions.
- 6. MEDICAL LICENSING AND PROFESSIONAL LIABILITY INSURANCE. Consultant agrees to maintain his Nevada medical license in good standing for the duration of this Agreement. Consultant must report any complaints filed against the Consultant arising out of his duties as a doctor to the County. Consultant must also maintain professional liability insurance in an amount of not less than one million dollars (\$1,000,000). A copy of Consultant's medical license and professional liability coverage shall be provided to the County upon Consultant signing this Agreement.
- 7. TERMINATION OF AGREEMENT. This Agreement may be terminated by either party without cause prior to the date set forth in paragraph (1), provided the termination shall not become effective until 15 days after a party has served written notice upon the other party. Each party shall remain obligated to the other for any obligations that become due prior to the effective date of the termination.
- 8. CONFIDENTIALITY. This Agreement contemplates that Consultant will have confidential information made known to him which is not known to the general public. Consultant is under a duty to retain confidential information disclosed by the County or clients, subject only to disclosure as authorized by the client, court order, court rule, or state or federal law. Consultant must comply with all provisions of the Health Information Portability and Accountability Act as set forth in Attachment B, incorporated herein.
- **9. INDEMNITY.** Consultant 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 Agreement by Consultant.
- 10. Construction of Agreement. This agreement shall 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. The Contract documents include this

document and Attachments A and B, hereto. All contract documents are 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. 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 mediator and court will recognize any offers of judgment made by a Party pursuant to Nevada law.

- 11. COMPLIANCE WITH APPLICABLE LAWS. Consultant 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 agreement.
- **12. ASSIGNMENT.** Consultant shall not assign any rights or obligations or duties under this Agreement.
- 13. COUNTY INSPECTION. The books, records, documents and practices of Public Consultant related to this Agreement shall be subject to inspection, examination and audit by the County, State and Federal authorities or any authorized representative of those entities.
- **14. Public Records Law.** Consultant expressly agrees that all documents ever submitted, filed, or deposited with the County by Consultant, unless designated as confidential by a specific statue 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 239.030, or any governmental entity.
- 15. MODIFICATION OF AGREEMENT. This Agreement constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties.
- **16. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this agreement.
- 17. STANDARD OF CARE. Contractor will perform all services in a manner consistent with any applicable licensing or professional rules and with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.
- **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 Consultant 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 set forth above (or any other address that the Party to be notified may have designated to the sender by like notice).
- 20. Conflict of Interest. By signing the Contract, Consultant agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests 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 Agreement. Contractor must notify Douglas County of any other contracts or projects Consultant is working on that may impact Douglas County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Serving as Medical Director for Douglas County 911 Emergency Communications Center to be signed and intend to be legally bound thereby.

Dr. Steven-Asten

(date)

Consultant

Patrick Lates

Douglas County Manager

(3335)

ATTACHMENTS A AND B TO FOLLOW THIS PAGE

#### ATTACHMENT A

### **Duties of the Medical Director**

The duties of the Medical Director for Douglas County 911 Emergency Services as set forth below:

## Overview

The Medical Director will enhance 911 Emergency Services by engaging in quality control and facilitating the improved medical communication activities, by ensuring that:

- 1. Emergency Communications Specialists (ECS) understand medical communication policy, protocol and practice;
- 2. ECS comply with medical communication policy, protocol and practice;
- 3. Any deficiencies in understanding and compliance with medical communication policy, protocol and practice among ECSs are corrected
- 4. Medical communication policy, protocols and practice are updated on a continuous basis to ensure that they are appropriate and effective.

Medical direction is an essential element in the overall assurance of quality performance of ECSs. Just as medical direction is uniformly recommended for emergency medical technicians and paramedics, the ECS requires careful attention and guidance. According to the NAEMSP, "The medical aspects of emergency medical dispatching and communications are an integral part of the responsibilities of the Medical Director of an EMS system ... Quality Improvement, Risk Management, and Medical Control and Direction are essential elements to the management of medical dispatch operations with the EMS system.

The International Academy of Emergency Dispatch recommends ongoing medical communication quality control and improvement processes:

- 1. Be in place for all medical communication centers
- 2. Allow for random review of cases
- 3. Require high-level compliance to protocol as a major factor in ECS performance evaluation
- 4. Be the basis of ECS reeducation, feedback, discipline and medical management
- 5. Be carried out under the medical direction of a qualified physician.

### **Duties**

The Medical Director shall provide direction to the 911 Emergency Services Director in the Director's review of medical communication as more specifically set forth below.

The Medical Director will assist the Douglas County 911 Emergency Services Director and the County Manager in the selection of personnel; personnel orientation, initial training, certification and recertification; providing continuing communication education; physician medical direction;

data generation; case review and performance evaluation; correction of performance problems (risk management); and decertification, suspension, or termination.

One of the most important areas of quality control/improvement is that of case review and performance evaluation. The Medical Director shall provide feedback and guidance on calls, which will have been reviewed by the Quality Assurance team.. The review of random cases ensures that each ECS's current practice (especially compliance with protocol) is determined. In addition, the Medical Director shall review of out-of-the-ordinary cases (both excellent and problematic), as directed by the Director. The involvement of EMS field personnel in reporting incidents that appear to represent dispatch-related problems can be very helpful in strengthening the performance and policy evaluation process.

The results of the case reviews may serve as the basis for periodic ECS performance evaluations. The Medical Director will provide feedback on the cumulative level of compliance to protocol of each medical ECS, and compare such results with preset levels of acceptable practice. This provides an objective method of establishing thresholds of performance for these essential members of the EMS team. Corrective steps may include continuing education or disciplinary action. In the absence of adequate case review and performance evaluation, it has been shown that ECS compliance to protocol deteriorates and is generally under 50 percent.

Reviewed and Acknowledged by:

or Steven Astengo

Merch 5,202)
(date)

ATTACHMENT B TO FOLLOW THIS PAGE

### ATTACHMENT B

## HEALTH INFORMATION PORTABILITY AND ACCOUNTABILITY ACT

### 1. DEFINITIONS.

- 1.1 Consultant shall mean Dr. Steven Astengo.
- 1.2 Covered Entity shall mean Douglas County 911 Emergency Services.
- 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 Consultant 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 Consultant and Covered Entity.

  All other capitalized terms not defined herein shall have the meanings assigned in the Privacy Rule.

## 2. OBLIGATIONS AND ACTIVITIES OF CONSULTANT.

- 2.1 Consultant 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 Consultant 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 Consultant agrees to mitigate, to the extent practicable, any harmful effect that is known to Consultant of a use or disclosure of Protected Health Information by Consultant in violation of the requirements of this Agreement.
- 2.4 Consultant 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 Consultant agrees to ensure that any agent, including a subConsultant, to whom it provides Protected Health Information received from, or created or received by Consultant on behalf of Covered Entity agrees to the same restrictions and conditions restrictions that apply through this Agreement to Consultant with respect to such information.
- 2.6 Consultant 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 164.524.
- 2.7 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 CONSULTANT.

- 3.1 General Use and Disclosure Provisions: Except as otherwise limited in this Agreement, Consultant 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, Consultant may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Consultant.
- 3.2.2 Except as otherwise limited in this Agreement, Consultant may disclose Protected Health Information for the proper management and administration of the Consultant, provided that disclosures are required by law, or Consultant 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 Consultant 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, Consultant 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 Consultant 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 Consultant of any limitation(s) in its notice of privacy practices to the extent that such limitation may effect Consultant's use or disclosure of Protected Health Information.
- 4.2 Covered Entity shall provide Consultant with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Consultant's permitted or required uses and disclosures.
- 4.3 Covered Entity shall notify Consultant 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 Consultant's use or disclosure of Protected Health Information.
- 4.4 Permissible Requests by Covered Entity: Covered entity shall not request Consultant 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 Consultant under the Rule for data aggregation or the management and administrative activities of Consultant.)

### 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 Consultant, or created or received by Consultant 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 Consultant, Covered Entity shall provide an opportunity for Consultant to cure the breach or end the violation, and Covered Entity shall:
- 5.2.1 Provide an opportunity for Consultant to cure the breach or end the violation and terminate this Agreement if Consultant 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 Consultant 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, Consultant shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Consultant on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subConsultants or agents of Consultant. Consultant shall retain no copies of the Protected Health Information.
- 5.3.2 In the event that Consultant determines that returning or destroying the Protected Health Information is infeasible, Consultant 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, Consultant 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 Consultant 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.
- 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 Consultant under Section 5.3 of this Agreement shall survive the termination of this Agreement.
- 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. Steven Astengo

(date)

Consultant

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**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