

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name:** Wendy Garrison

**Department:** District Court I



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KAREN ELLISON, RECORDER

**Type of Document: (please select one)**

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

**specify:** \_\_\_\_\_

7-13-2021

DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**A CONTRACT BETWEEN DOUGLAS COUNTY, BY AND THROUGH THE CHINA SPRING YOUTH CAMP  DEPUTY

AND

DR. SHERI SKIDMORE - PSYCHOLOGIST  
329 W. 5<sup>TH</sup> ST., CARSON CITY NEVADA 89703

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 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 Commissioners.

**2. TERMS.** This contract shall be effective July 1, 2021 through June 30, 2022.

**3. INDEPENDENT CONTRACTOR STATUS.** The parties agree that 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 that Contractor is not a Douglas 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 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.

**4. INDUSTRIAL INSURANCE.** Contractor shall provide an affidavit indicating 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, psychological services for juveniles and their families, and participation of program treatment planning at the China Spring Youth Camp at the direction of the China Spring Director or designee for a period not to exceed 526 hours during the contract period. The time for the psychological sessions will be with the approval of the Director of the China Spring Youth Camp. Counseling will take place within the facility of the China Spring Youth Camp or on an as needed basis at 329 West 5<sup>th</sup> Street, Carson City, Nevada.

**6. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph (5) at a cost of \$95.00 per hour, not to exceed \$49,000 for fiscal year. Contractor agrees to bill the County based on the actual hours spent by Contractor to perform the Services referenced in Paragraph 5 herein for the benefit of the China Spring Youth Camp.. Contractor agrees to submit weekly billings to the County which will be paid by the County within 14 days. The parties may mutually renegotiate the payment term(s) based on actual youth population during the contract period.

**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. Contractor shall be paid for all services rendered up to the effective date of termination.

**8. FISCAL FUNDING OUT.** All payments under this contract are contingent upon the availability of the necessary funds to the China Spring Youth Camp. 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.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the China Spring Youth Camp under this contract that are not paid to Contractor shall automatically revert to the China Spring Youth Camp's discretionary control

upon the completion, termination, or cancellation of the agreement. The China Spring Youth Camp and the County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

**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) 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 every five years, yearly completion of PREA training, and yearly completion of State of Nevada, Child Abuse Neglect Check (CAN) information. 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. Such materials are limited to those provided by the County to the Contractor.

**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.

[CONTINUED ON NEXT PAGE]

**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. Sheri Skidmore  
Sheri Skidmore, Psychologist

6/29/2021  
Date

Patrick Cates  
Patrick Cates  
Douglas County Manager

6/30/21  
Date

## AFFIDAVIT

I, Sheri Skidmore, Psychologist on behalf of my company, Dr. Sheri Skidmore being duly  
Name of Sole Proprietor Legal Name of Company

sworn, do hereby affirm under penalty of perjury that the assertions of this affidavit are true.

1. I am a Sole Proprietor.
2. I will not use the services of any employees in the performance of this contract.
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.
5. I release Douglas County from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this 29<sup>th</sup> day of, June

Signature *Dr. Heidi Sidmore*

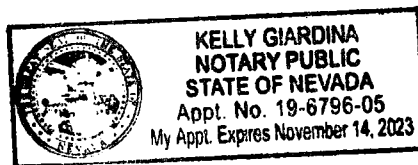
STATE OF NEVADA )

)ss

DOUGLAS COUNTY )

On June 29<sup>th</sup>, 2021, Kelly Giardina personally appeared before me, a notary public, and was personally known or proved to me to be the person whose name is subscribed on the foregoing instrument and who acknowledged to me that the executed the foregoing affidavit.

*Kelly Giardina*  
NOTARY PUBLIC



**Attachment B**

China Spring Youth Camp  
Contractor Prison Elimination Act Signature Page

**Sheri Skidmore, Psychologist**

Finger Prints	Expiration Date	<u>October 2021</u>
Child Abuse Neglect Form (CAN)	Submitted	<u>June 2021</u>
PREA Training	Completed	<u>June 2021</u>

**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 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

Sheri Skidmore  
Contractor Signature

6/29/2021  
Date

Wanda L. Lerner  
Director

6/29/2021  
Date  
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 13th day of July, 2021

By [Signature] Deputy