

Recorder's Office Cover Sheet

Recording Requested By:

Name LESLEE FISHER

Department: COMMUNITY SERVICES



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KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other specify: _____

DR

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CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA
(COUNTY)

AND

DR. JOHN R. HOLMAN, MD
(CONTRACTOR)

FILED

NO. 2022.187

8/16/22

DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY JD DEPUTY

WHEREAS, Douglas County (hereinafter County), a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the services of John R. Holman, MD (hereinafter Contractor) herein specified are both necessary and desirable and in the best interests of County; and

WHEREAS, Contractor represents that he is duly qualified, equipped, staffed, ready, willing and able to perform and render the services as the Douglas County Health Officer hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. **EFFECTIVE DATE OF CONTRACT.** This contract shall be effective July 1, 2022, and shall remain in effect through June 30, 2023, with a mutual option to renew for an additional one-year period upon the written agreement of both parties.

2. **INDEPENDENT CONTRACTOR STATUS.** The parties agree that Contractor, his associates and employees shall have the status of an independent contractors and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted, to the parties, including that Contractor is not a Douglas County employee 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 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.

3. INDEPENDENT CONTRACTOR RIGHTS & OBLIGATIONS. Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the parties:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Contractor shall not be assigned a work location on County premises.
- d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement.
- e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
- f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement, and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.
- g. Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
- h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

Contractor further certifies the following:

- i. Contractor is licensed by the State of Nevada or other political subdivision to provide similar services to other clients/customers.
- j. Contractor's federal tax identification number is 46-5552338.
- k. Contractor understands that he is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

4. INDUSTRIAL INSURANCE. Contractor shall, 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, provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also shall, prior to commencing any work under the contract, complete and provide the following written request to a qualified insurer:

John R. Holman, MD has entered into a contract with Douglas County to perform work from July 1, 2022 to June 30, 2023 and requests that the insurer provide to Douglas

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:

COPY

Douglas County Manager
Post Office Box 218
Minden, Nevada 89423

Douglas County Social Services
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 that 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 a 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 that County may order the contractor to stop work, suspend the contract, or terminate the contract.

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 Douglas County may, at any time the Contractor does not maintain coverage, 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 a 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 that Douglas County may order the Contractor to stop work, suspend the contract, or terminate the contract.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that she 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

5. MEDICAL LICENSE. Contractor agrees to maintain his medical license(s) in active status and good standing for the State of Nevada during the term of this Contract. Contractor further agrees to maintain any other licensing or certification necessary to the performance of services described in this Contract. Failure to maintain these licenses will result in immediate termination of this contract. Any complaints filed against the Contractor arising out of his duties as a medical provider must be reported to the County within ten days of being filed with an appropriate medical licensing board. Copies of the medical licenses must be sent to the Douglas County Manager and the Douglas County Social Services.

6. GENERAL LIABILITY INSURANCE. Douglas County's liability coverage will extend

to the Douglas County Health Officer as an officer of Douglas County while acting within the course and scope of his/her duties as such. Douglas County Health Officer's coverage by virtue of this written contract includes coverage such as is included in Douglas County's liability coverage, including general or automobile liability and wrongful acts as defined in the policy form, but only with respect to operations by or on behalf of Douglas County as Douglas County Health Officer. Coverage does not apply to any liability arising in any private capacity as a physician out of the rendering of or failure to render professional services including medical, surgical, dental x-ray or nursing service or treatment and furnishing or dispensing of drugs or medical, dental or surgical supplies.

7. MEDICAL MALPRACTICE INSURANCE. Contractor agrees to acquire and maintain medical malpractice insurance in the minimum amount of \$1,000,000 during the term of this Agreement, at Contractor's sole expense. Proof of medical malpractice insurance must be sent to the Douglas County Social Services Department. Such proof of medical malpractice insurance must be provided at least annually throughout the term of this Agreement and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

8. MEDICAL DIRECTOR MALPRACTICE INSURANCE. Contractor agrees to acquire and maintain Medical Director Malpractice Insurance in the minimum amount of \$1,000,000 during the term of this Agreement. Proof of Medical Director insurance must be sent to the Douglas County Social Services Department. Such proof of Medical Director insurance must be provided at least annually throughout the term of this Agreement and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance. The Douglas County Social Services Department agrees to reimburse Contractor up to 1/3 of the total premium cost incurred by Contractor for the Medical Director insurance coverage required under this Paragraph, but in no event shall Douglas County be required to reimburse Contractor more than \$2,000 per fiscal year pursuant to this Paragraph.

9. SERVICES TO BE PERFORMED. The parties agree that the services to be performed by Contractor are as follows: The Contractor will serve as the Douglas County Health Officer pursuant to Douglas County Code 8.24 and NRS 439.280-360 as further specified in Attachment A.

10. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 9 at a cost not to exceed \$2,500 per month and a total cost of \$30,000.00 annually. Douglas County further agrees to reimburse Contractor up to \$1,000.00 per year to attend a public health or medical conference related to Contractor's duties as Douglas County Public Health Officer. Contractor agrees to submit billings and reimbursement requests to the County which will be paid within a reasonable time.

Contractor shall be responsible for all other expenses incurred while performing services under this Agreement, including without limitation licenses fees, memberships and dues; automobile and other travel expenses; insurance premiums not addressed; and all salary,

expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to perform the services described by this Agreement.

11. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party prior to the date set forth in paragraph (2), 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 billings for work performed up to the effective date of termination.

12. CONSTRUCTION OF CONTRACT & DISPUTE RESOLUTION. This contract shall be construed and interpreted according to the laws of the State of Nevada. 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. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract.

13. 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.

14. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

15. 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.

16. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, 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.

17. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada and properly so marked, 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.

18. 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 that are not covered by the County's general liability insurance referred to in Paragraph 6.

19. 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.

20. NOTICES. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given 3 days after mailing by United States, postage prepaid, first class mail addressed to the other party at the addresses set forth below:

FOR COUNTY:

Douglas County Social Services
P.O. Box 218
Minden, Nevada 89423
(775) 782-9825
Fax: (775) 782-9874

FOR CONTRACTOR:

John R. Holman, MD
2879 Jackie Circle
Minden, Nevada 89423
(775) 445-7330
dr.fish578@gmail.com

21. INCORPORATED DOCUMENTS. The parties agree that this Agreement incorporates Attachment A – Douglas County Health Officer Duties, and Attachment B – Health Information Portability and Accountability Act.

22. SEVERABILITY. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of the Agreement unenforceable.

23. NO APPROPRIATION OF FUNDS. All payments and services provided under this agreement are contingent upon the availability of the necessary public funding. In the event that Douglas County does not receive the funding necessary to perform in accord with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and

ATTACHMENT A

DOUGLAS COUNTY HEALTH OFFICER DUTIES

The county health officer shall be the executive officer of the county board of health, and if licensed to practice medicine in the State of Nevada, may act as county physician.

The county health officer is empowered to inspect for conditions that pose a threat to the health, welfare and safety of the public, and may cause the reasonable and immediate abatement of such condition.

As the executive officer of the county board of health, the county health officer, in conjunction with the county board of health, shall:

- a) Oversee all sanitary conditions of the county in which the board is created
- b) Make such rules and regulations as may be necessary for the prevention, suppression and control of any contagious or infectious disease dangerous to the public health.
- c) To abate nuisances in accordance with law;
- d) To establish and maintain an isolation hospital or quarantine station when necessary;
- e) To restrain, quarantine and disinfect any person sick with or exposed to any contagious or infectious disease dangerous to the public health;
- f) To appoint quarantine officers when necessary to enforce quarantine; and shall provide whatever medicines, disinfectants and provisions which may be required; and shall arrange for the payment of all debts or charges so incurred from any funds available; but each patient shall, if able, pay for his food, medicine, clothes and medical attendance;
- g) Subject to the prior review and approval of the county commission, to adopt a schedule of reasonable fees to be collected for issuing or renewing any health permit or license required to be obtained from such board pursuant to state law or ordinance adopted by any political subdivision. Such fees shall be for the sole purpose of defraying the costs and expenses of the licensing and permit procedures and investigations related thereto and not for general revenue purposes

In addition to the aforementioned duties, the county health officer shall serve as the Medical Director overseeing the Douglas County Community Health Clinic.

The county health officer shall also fulfill all other appropriate duties or requests as directed by the Douglas County Board of Commissioners.

ATTACHMENT B

HEALTH INFORMATION PORTABILITY AND ACCOUNTABILITY ACT

1. DEFINITIONS.

- 1.1 Contractor shall mean John R. Holman, MD and his associates or employees.
- 1.2 Covered Entity shall mean Douglas County.
- 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 Contractor 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 Contractor and Covered Entity.

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

2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.

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

2.6 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 CONTRACTOR.

3.1 General Use and Disclosure Provisions: Except as otherwise limited in this Agreement, Contractor 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, Contractor may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Contractor.

3.2.2 Except as otherwise limited in this Agreement, Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or Contractor 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 Contractor 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, Contractor 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 Contractor 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 Contractor of any limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of Protected Health Information.

4.2 Covered Entity shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.

4.3 Covered Entity shall notify Contractor 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 affect Contractor's use or disclosure of Protected Health Information.

4.4 Permissible Requests by Covered Entity: Covered entity shall not request Contractor 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 Contractor under the Rule for data aggregation or the management and administrative activities of Contractor.)

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 Contractor, or created or received by Contractor on behalf of 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 Contractor, Covered Entity shall provide an opportunity for Contractor to cure the breach or end the violation, and Covered Entity shall:

5.2.1 Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor 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 Contractor has breached a material term of this Agreement and cure is not possible.

5.2.3 If neither termination nor cure is 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, Contractor shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Contractor on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

5.3.2 In the event that Contractor determines that returning or destroying the Protected Health Information is not feasible, Contractor 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, Contractor 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 Contractor 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.

6.2 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 104191.

6.3 Survival. The respective rights and obligations of Contractor under Section 5.3 of this Agreement shall survive the termination of this Agreement.

6.4 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:

By: _____

John R. Holman, MD

24 Jun 2022
(date)

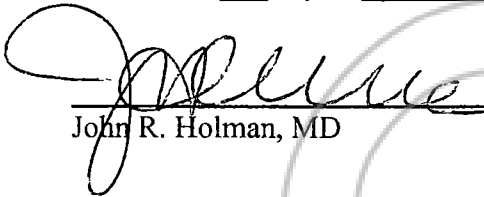
AFFIDAVIT

I, John R. Holman, MD, being duly sworn, depose and declare:

- 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; and
- 4) I am otherwise in compliance with the terms, conditions and provisions of NRS chapters 616A-616D.

I release Douglas County and 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 24th day of June, 2022.




 John R. Holman, MD

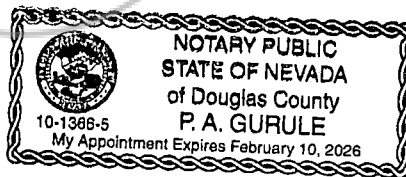
State of Nevada
County of Douglas

On this 24 day June, 2022 before the undersigned Notary Public, personally appeared John R. Holman, MD having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledge that John R. Holman, MD executed it.

Witness my hand and official seal.



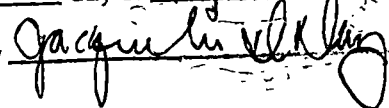
 Notary's Signature



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 16th day of AUGUST, 2022

By  Deputy