

Recorder's Office Cover Sheet

Recording Requested By:

Name: Wendy Garrison

Department: China Spring



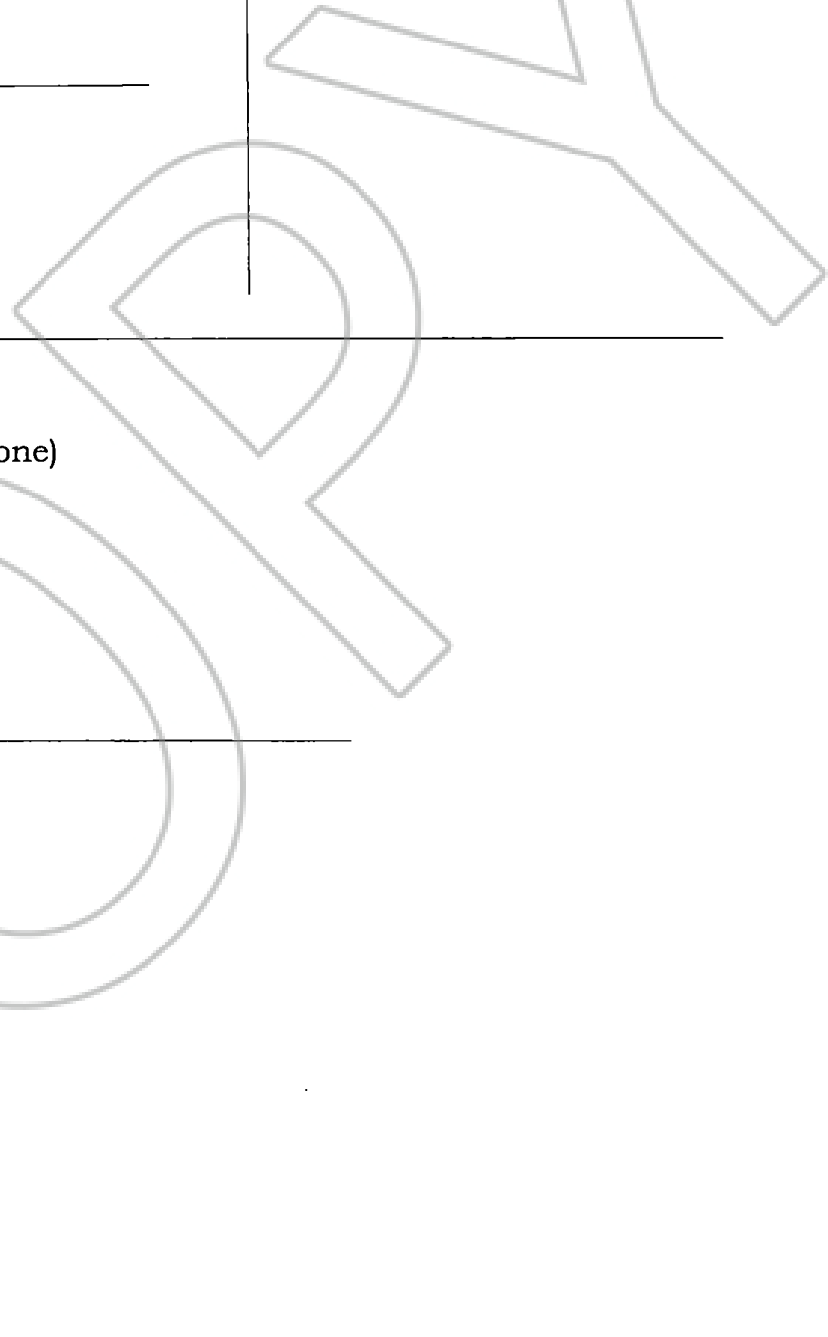
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SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

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

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



**CONTRACT FOR PRODUCTS AND SERVICES BY AN INDEPENDENT CONTRACTOR**

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

**DR. JOHN R. HOLMAN**

FILED

NO. 2023.132

7/7/23  
DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

BY [Signature] DEPUTY

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 **Dr. John R. Holman, an individual** ("Contractor"). 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, operates the China Spring Youth Camp, and from time to time requires the services of independent contractors; and

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

**WHEREAS**, Contractor represents that Contractor is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described.

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

**1. TERM & EFFECTIVE DATE OF CONTRACT.** The Contract will become effective on the date it is approved and signed by representatives of both Parties ("Effective Date"). Unless earlier terminated as set forth in paragraph 6, the terms of this Contract shall remain in effect for the duration of the Service Period, which shall expire on June 30, 2025. Time is of the essence in this Contract.

**2. 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.

**3. 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 approximately July 1, 2023 to June 30, 2025, 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.

**4. SERVICES TO BE PERFORMED.** The Parties agree that the Contractor will perform services related to: the provision of medical care to Residents of the China Spring Youth Camp, in accordance with the requirements set forth in Exhibit A. In the Course of performing services, Contractor may utilize the services of employees or independent contractors, provided however that any such individual who interacts with or has contact with a China Spring Youth Camp Resident must, prior to such interaction or contact, complete: Prison Rape Elimination Act (PREA) Signature Page, Prison Rape Elimination Act Training, Fingerprints (including a complete background check and Child Abuse and Neglect report (CANS)), and State Board of Medical Examiners Records Check.

**5. PAYMENT FOR SERVICES.** For all work performed under this contract by Contractor, County's cost shall not exceed a total cost of Eighty-Four Thousand, Six Hundred and Ninety Four Dollars (\$84,694) ("Contract Price"), broken down as follows: For the services set forth in Paragraph (4), the cost shall not exceed \$33,347 per fiscal year (Jul 1- Jun 30). Such services will

be billed as follows: a flat rate of \$125 per youth (patient) per calendar month. The number of youth per month is determined as the highest value in the CSYC's Average Daily Placement record for the given calendar month.

In Addition, County agrees to reimburse Contractor up to one-third (1/3) 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 **\$9,000** per fiscal year. Contractor may renegotiate based on population. The County's obligation for such reimbursement shall not to exceed \$9,000 per fiscal year.

**6. TERMINATION OF CONTRACT.** This contract may be terminated without cause by either party prior to expiration, provided that a termination shall not be effective until 60 days after the terminating party has served written notice upon the other party.

**7. LICENSING & INSURANCE.** Contractor agrees to maintain, for himself and his staff, any required licenses to perform any services for County. At a minimum Contractor shall maintain, for himself and his staff, a license to practice medicine in the State of Nevada and shall remain in good standing with the Medical Examiners Board. The failure to maintain any required license will result in immediate termination of this Contract. Any complaints filed against the Contractor arising out of their duties as a medical provider must be reported to the County within ten (10) days of being filed with an appropriate medical licensing board. Contractor also agrees to acquire and maintain medical malpractice insurance in the minimum amount of \$1,000,000 during the term of this Contract. A copy of Contractor's current medical malpractice liability coverage naming Douglas County as a certificate holder shall be provided to the County upon Contractor signing this Agreement. Copies of both the medical licenses and certificate of medical malpractice insurance must be sent (mailed or emailed to the Douglas County Risk Manager and Douglas County China Spring Youth Camp Director at the addresses set forth in this Contract.

**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. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Contract Documents consist of this document, and Exhibit A. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of

the Contract Documents, the terms of this document shall prevail, thereafter the terms of Exhibit A.

**10. DISPUTE RESOLUTION.** 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.

**11. 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.

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

**13. 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.

**14. 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.

**15. 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 the terms of this Contract), unless designated as confidential by a specific statute of the State of Nevada, and properly marked as confidential by Contractor, 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.

**16. 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.

**17. 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, Attn: China Spring Youth Camp  
Post Office Box 218  
Minden, Nevada 89423

Douglas County, Attn: Risk Manager  
PO Box 218  
Minden, Nevada 89423


**To Contractor:** Dr. John R. Holman  
2876 Jackie Circle  
Minden NV 89423

**18. CONFLICT OF INTEREST.** By signing the Contract, Contractor 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 Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

**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.

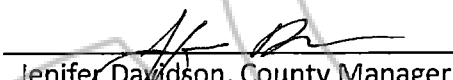
**IN WITNESS WHEREOF,** the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

**CONTRACTOR**

  
\_\_\_\_\_  
Dr. John R. Holman

27 June 2023  
Date

**DOUGLAS COUNTY**

  
\_\_\_\_\_  
Jenifer Davidson, County Manager

7/6/23  
Date

## EXHIBIT A

### Service Description

Contractor will be responsible for the provision of medical services for all residents, both male and female. This responsibility includes the following:

1. Contractor shall provide medical direction, telehealth services, or on site appointments as determined in consultation with Camp Director.
2. Contractor shall review and countersign all medical records generated at China Spring Youth Camp.
3. Contractor shall oversee and be responsible for the procurement, distribution, and storage of prescription medications used by any resident at the China Spring Youth Camp.
4. Contractor shall refer and assist in arranging specialist consultation, as needed, for residents.
5. Contractor shall attend regular, meetings with China Spring Youth Camp staff as agreed upon.
6. Contractor shall evaluate and approve standing orders and China Spring Youth Camp Medical care.

For the duration of the service period, Contract will:

1. Be available on the following default schedule: Tuesday and Thursday of each week (four hours per session for a total of eight hours per week). Contractor and the Director of the China Spring Youth Camp may mutually prearranged and agree to modify the schedule. Contractor will not be available during holidays. Contractor or contractor's employee, with a minimum licensure designation of "R.N." will be available for telephone consultation 24/7.
2. Outside of the M.D.'s regular office hours, residents will be taken to an emergency room.
3. Contractor shall provide malpractice insurance.
4. Contractor shall ensure compliance with Camp guidelines regarding Camp medical facilities as outlined in Camp Policies 4C.01 – 4C.08 Medical Services and ensure proper stocking and security for all medical supplies, including medication.
5. Contractor shall, in the event of a medical emergency, ensure that normal protocol is followed for transportation and disposition of residents as necessary.
6. 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. Contractor shall be responsible for maintaining his own complete medical record for any treated resident. Contractor will complete the CSYC standard doctor verification form for each treatment visit to ensure that CSYC has appropriate records regarding the condition treated and ongoing treatment requirements, and as necessary to ensure seamless transitions in care.
7. 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.
8. 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.



COPY

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

9<sup>th</sup> day of July, 20 23

By Janice Balda Deputy