

Item # 4-4F

**City of Carson City  
Agenda Report**

**Date Submitted:** June 12, 2007

**Agenda Date Requested:** June 21, 2007

**Time Requested:** Consent

**To:** Mayor and Supervisors

**From:** Purchasing & Contracts

**Subject Title:** Action to determine that Contract No. 0708-030 is a contract for professional services and therefore not suitable for public bidding pursuant to NRS 332.115 and to approve contingent upon the approval & acceptance of a grant from the Nevada Department of Human Resources, Health Division Contract No. 0708-030 a request for professional services to be provided by Physician Select Management, LLC to provide community health nursing activities for the Carson City Community Health Clinic for Fiscal Year 2007/2008 in the amount of \$151,037

**Staff Summary:** Contract No. 0607-006 with Physician Select Management, LLC will expire on 6/30/07.

**Type of Action Requested:** (check one)  
 Resolution                       Ordinance  
 Formal Action/Motion               Other (Specify)

**Does This Action Require A Business Impact Statement:**               Yes  No

**Recommended Board Action:** I move to determine that Contract No. 0708-030 is a contract for professional services and therefore not suitable for public bidding pursuant to NRS 332.115 and to approve contingent upon the approval & acceptance of a grant from the Nevada Department of Human Resources, Health Division Contract No. 0708-030 a request for professional services to be provided by Physician Select Management, LLC to provide community health nursing activities for the Carson City Community Health Clinic for Fiscal Year 2007/2008 in the amount of \$151,037

**Explanation for Recommended Board Action:** Through this contract Physician Select Management, LLC., 212 W. Ann Street, Carson City, NV 89701 775-885-2211 FAX 775-885-0773 will provide services for the Carson City Community Health Clinic (CCCHC). The cost of the initial scope of work has been identified at \$151,037.00.

Public health is rapidly evolving. The emergence of new diseases, the continued disparities in health between racial and ethnic groups, and the growing use of technology require that nurses have the skills to address these issues specific to their community with the best efficiency possible. Our goal is to provide professional public health nursing services to Carson City residents, particularly very young children, medically under-served pregnant women, and the elderly in a manner that maintains their dignity, promotes their self-reliance and cultural integrity in order to enable individuals, families and communities to be healthy and productive. When the Board of Health was created, Carson City made a commitment to ensure these services would continue to be provided with the best efficiency possible, making them less fragmented.

This contract will be funded by a sub-grant award that addresses a wide scope of public health issues and will improve the efficiency and availability of clinic services. Nursing activities at the Carson City Community Health Clinic (CCCHC) would include services such as: family planning methods, reproductive health services and education to men, women, and adolescents; working towards the prevention of sexually transmitted diseases; provide testing and education for Tuberculosis and Human Immunodeficiency Virus (HIV)/Acquired Immunodeficiency Syndrome (AIDS); and to ensure that children within our community have access to adequate immunization resources.

Carson City is in a unique position because we have the ability to sub-grant these dollars to a private provider within our community. This would allow Carson City the ability to affect change regarding public health activities within the clinic, without actually providing clinical services. The Carson City Health & Human Services Department believes that, together with Physician's Select Management, LLC, they can enhance the level of service and create an integrated system, allowing patients more flexibility when seeking their health care needs.

**Applicable Statue, Code, Policy, Rule or Regulation:** NRS 332.115 subsection (1) (b)

**Fiscal Impact:** \$151,037.00

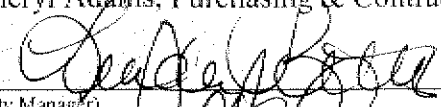
**Explanation of Impact:** \$151,037.00

**Funding Source:** Grant from the Nevada Department of Human Resources, Health Division

**Supporting Material:** Contract for Services of Independent Contractor No. 0708-030

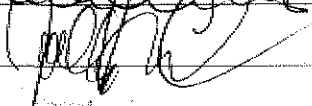
**Prepared By:** Cheryl Adams, Purchasing & Contracts Manager

**Reviewed By:**

  
(City Manager)


Date:

6/12/07

  
(District Attorney)

Date:

6-12-07

  
(Finance Director)

Date:

6/12/07

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0607-030**

**THIS CONTRACT**, made and entered into this 21st day of June, 2007, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and Physician Select Management, LLC hereinafter referred to as the "**CONTRACTOR**".

**WITNESSETH:**

**WHEREAS**, the Purchasing & Contracts Director for the City and County of Carson City is authorized, pursuant to Nevada Revised Statute Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept the Contract as set forth in and by the following provisions; and

**WHEREAS**, it is deemed that the services of **CONTRACTOR** for **CONTRACT No. 0708-030 Community Health Clinic** are both necessary and in the best interests of the **CITY**; and

**NOW, THEREFORE**, in consideration of the aforesaid premises, the parties mutually agree as follows:

1 **REQUIRED APPROVAL:**

1.1 This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2 **CONTRACT TERM:**

2.1 This Contract shall be effective from July 1, 2007 subject to Carson City Board of Supervisors' approval (anticipated to be June 21, 2007) to June 30, 2008, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

3 **NOTICE:**

3.1 Unless otherwise specified, termination shall not be effective until thirty (30) calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

<b>For P&amp;C Use Only</b>	
BL expires	_____
GL expires	_____
PL expires	_____
WC expires	_____

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0607-030**

3.1.1 Notice to **CONTRACTOR** shall be addressed to:

Leonard Hamer, General Manager  
Physician Select Management, LLC  
212 W. Ann Street  
Carson City, NV 89703  
775-885-2211 x103 / FAX #775-885-0773  
LenHamer@PMCIPA.com

3.1.2 Notice to **CITY** shall be addressed to:

Carson City Purchasing & Contracts  
Cheryl Adams, Purchasing & Contracts Manager  
201 North Carson Street Suite 11  
Carson City, NV 89701  
775-887-2027 extension 1100 / FAX 887-2107  
[CAdams@ci.carson-city.nv.us](mailto:CAdams@ci.carson-city.nv.us)

**4 SCOPE OF WORK:**

4.1 The parties agree that the scope of work for the **CONTRACTOR** shall be as follows:

4.2 **SECTION A - Assumptions and Agreements**

4.2.1 **CONTRACTOR** will provide clinical services, by appointment as well as walk-in availability a minimum of 3 workdays, totaling a minimum of 24 hours per week, or as mutually agreed upon by both parties.

4.2.2 Clinic fees will be charged in accordance with federal Title X poverty guidelines. All clinical fees generated by **CONTRACTOR** will be retained for clinic operations, staffing, equipment and supplies or as agreed upon by both parties.

4.2.3 **CITY** will designate clinic location and provide clinic structure/building and utilities (electric, gas, janitorial services, water, telephone, computer equipment, solid and medical waste removal), medical equipment, office supplies, and other standard operating expenses.

4.2.4 **CONTRACTOR** will be available to respond, and work in conjunction with **CITY** in the case of emergent circumstances and situations.

4.2.5 **CONTRACTOR** will comply with Section B of subgrant award - Description of services, scope of work, deliverables and reimbursement, as well as all program reporting requirements.

4.3 **SECTION B - Description of services, scope of work, deliverables and reimbursement**

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4.3.1 The Carson City Health & Human Services Department receives federal funds through a sub-grant award to support nursing activities at the Carson City Community Health Clinic. The contract period is from July 1, 2007 to June 30, 2008. Monitoring will be accomplished through site visits by the Bureau of Community Health (BCH) to review and validate that the program activities, administrative controls, and fiscal objectives are being met.

**4.4 CARSON CITY COMMUNITY HEALTH CLINIC (CCCHC) WORK PLAN - Family Planning (FP) Services**

4.4.1 The Office of Population Affairs (OPA) is responsible for the administration of programs funded by Title X of the Public Health Service Act; this includes Population Research and Family Planning Services Programs. Key priorities include, increasing access to family planning and reproductive health services by partnering with community-based organizations and providing clinical services for hard-to-reach populations, such as males in need of clinical services, adolescents, and under-insured women. The goals of this Family Planning sub-grant are identified as:

4.4.1.1 Goal: To provide a broad range of medically approved, easily accessible and affordable family planning methods for individuals in Carson City.

4.4.1.1.1 Objective: By June 2008, 575 unduplicated individuals will be served in the Carson City Community Health Clinic (CCCHC).

4.4.1.1.2 Action Plan:

4.4.1.1.2.1 Provide accessible, affordable, and appropriate family planning methods to men, women, and teens in Carson City. This includes expanding Family Planning protocols on men's health care.

4.4.1.1.2.2 Evaluate current clientele to ensure that long term Family Planning patients meet Title X criteria. Set protocols to discharge clientele that no longer meet criteria allowing for new clientele to access services. New contraceptive methods will be available through the CCCHC or by referral to a physician, for those who have contraindication to older methods or have experienced an unintended pregnancy.

4.4.1.1.2.3 Advanced Practitioners of Nursing or other approved designated provider will provide IUD insertion and/or removal, medical examination and consultation for method complications and follow-up for other troublesome finds for Carson City.

4.4.1.1.2.4 Advanced Practitioners of Nursing or approved designated provider will provide medical examination, treatment of infections and contraceptive methods based on cost and availability.

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4.4.1.1.2.5 Provide referral and treatment for abnormal Pap smears to include colposcopy, biopsy and cryosurgery.

4.4.1.1.2.6 Family planning services for men will be provided by direct or referral services to youth and adult facilities located in the community.

4.4.1.1.2.7 Provide emergency contraception in the CCCHC.

4.4.1.2 Goal: To provide cancer screening and prevention, HIV prevention counseling and testing, and STD screening, treatment and prevention.

4.4.1.2.1 Objective: By June 2008, increase by 10% the number of clients in Carson City who receive HIV prevention counseling and testing, STD screening, treatment and prevention, and cancer screening. Healthy People 2010 and State initiatives will be used for baseline and benchmarks.

4.4.1.2.2 Action Plan:

4.4.1.2.2.1 Provide services for the diagnosis, treatment and follow-up for individuals with sexually transmitted diseases, including HIV.

4.4.1.2.2.2 Provide affordable and make available breast screening services to women in Carson City. This includes collaborating with non-profit organizations and other public entities to increase access to services.

4.4.1.2.2.3 Provide affordable and make available cervical screening services to women.

4.4.1.2.2.4 Provide colposcopy, cervical biopsy and cryosurgery to women needing further diagnostic screenings. This includes enhancing current relationship with Women Health Connection to increase access to treatment for breast and cervical cancer.

4.4.1.3 Goal: Reduce unplanned pregnancies in Carson City.

4.4.1.3.1 Objective: By June 2008, 90% of women seeking contraceptive care in the CCCHC will be served within 15 working days from request of service.

4.4.1.3.2 Action Plan:

4.4.1.3.2.1 Schedule clinic appointments at times most convenient to teens and working women.

4.4.1.3.2.2 Dispense oral contraceptive for patients with a history of previous use without problems the number of cycles medically indicated and allowed by Nevada prescriptive law.

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4.4.1.3.2.3 Encourage use of passive methods of contraception (such as Depo-Provera and IUD) for all women without medical or social contraindications.

4.4.1.4 Goal: Reduce the incidence of chlamydia infection, which is the leading cause of infertility complications.

4.4.1.4.1 Objective: Through June 2008, all family planning patients, 25 years and younger, should receive routine chlamydia testing and appropriate treatment for chlamydia infection.

4.4.1.4.2 Action Plan:

4.4.1.4.2.1 A chlamydia GenProbe test will be done on all women in the CCCHC, 25 years and younger, at the time of their initial or annual exam.

4.4.1.4.2.2 All other family planning patients who are identified, as "at-risk" for chlamydia infection will be tested, as needed. (Risk factors include previous infection with chlamydia or other STD, multiple or new sexual partners, inconsistent use of barrier methods, etc.)

4.4.1.4.2.3 All women who test positive for chlamydia will receive appropriate treatment.

4.4.1.4.2.4 Routine testing and treatment will be provided for male partners of women who test positive for chlamydia.

4.4.1.4.2.5 All STD and high-risk family planning patients will receive information on how to reduce the incidence of high-risk behaviors.

4.4.1.4.2.6 The CCCHC will provide quality assurance activities to ensure specimens obtained for chlamydia are collected correctly.

4.4.1.5 Goal: Individuals who are identified with abnormal Pap smears in CCCHC will have access to medical care and will receive appropriate treatment.

4.4.1.5.1 Objective: Individuals identified with abnormal Pap smears will be notified of the abnormal results, AND will receive appropriate follow up.

4.4.1.5.2 Action Plan:

4.4.1.5.2.1 Provide colposcopy/biopsy, cryosurgery and/or referral to a physician, as needed for patients with abnormal Pap smears.

4.4.1.5.2.2 Educate patients on identifying and reducing high-risk behaviors, i.e., multiple sex partners, STDs, and smoking.

4.4.1.5.2.3 Provide appropriate testing and treatment of STDs to patients and their partners, following CDC guidelines.



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4.4.1.5.2.4 Provide education to family planning and STD patients on improving their dietary regimes, with increased fruits and vegetables, in order to reduce the likelihood of cancer.

4.4.1.5.2.5 Provide information on methods of how to quit using tobacco. Refer individuals to available support services that assist people to live tobacco free.

**4.5 Bureau of Alcohol and Drug Abuse (BADA) - HIV/TB Services (Community Outreach)**

4.5.1 The Bureau of Alcohol and Drug Abuse (BADA), in conjunction with Bureau-funded substance abuse treatment programs throughout the State of Nevada, are required to make available services regarding tuberculosis (TB) and Human Immunodeficiency Virus (HIV)/Acquired Immunodeficiency Syndrome (AIDS). This can be done directly or through arrangements with other public or nonprofit private entities. The federal Substance Abuse Prevention and Treatment (SAPT) Block Grant mandates that Nevada complies with these specific requirements.

4.5.1.1 Tuberculosis services include:

4.5.1.1.1 Counseling the individual with respect to tuberculosis.

4.5.1.1.2 Testing to determine whether the individual has been infected with mycobacteria tuberculosis to determine the appropriate form of treatment for the individual.

4.5.1.1.3 Provide for or refer the individuals infected by mycobacteria tuberculosis for appropriate medical evaluation and treatment.

4.5.1.2 HIV early intervention services include making available:

4.5.1.2.1 On-site appropriate pre-test counseling for HIV and AIDS.

4.5.1.2.2 Testing individuals for HIV, including tests to confirm the presence of the disease, tests to diagnose the extent of the deficiency in the immune system, and tests to provide information on appropriate therapeutic measures for preventing and treating the deterioration of the immune system and for preventing and treating conditions arising from the disease.

4.5.1.2.3 Appropriate post-test counseling.

**4.6 Temporary Assistance for Needy Families (TANF) Services**

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4.6.1 In a study commissioned by the Robert Wood Johnson Foundation and performed by the State Health Access Data Assistance Center at the University of Minnesota School of Public Health, it was found that 25.6 percent of Nevada adults, ages 18 to 64 have no health insurance. This shocking gap in Nevada's health care planning is worsened by the fact that the costs for health care in Nevada are among the highest in the country. In addition, according to an Alan Guttmacher Institute Report, Nevada's teenage pregnancy rate ranks second nationally. One of the main stated goals of the TANF grant is to prevent and reduce the incidence of out-of-wedlock pregnancies by providing education, home visitation and a broad range of medically approved, easily accessible and affordable family planning methods for adolescents. To address this goal the following action plan is recommended:

4.6.1.1 All medically approved contraceptive methods should be available through the community health nursing offices or by referral to a physician.

4.6.1.2 Advanced Practitioners of Nursing or approved designated provider should provide IUD and Norplant insertion and/or removal, medical examination and consultation for method complications and follow-up for other untoward findings.

4.6.1.3 Advanced Practitioners of Nursing or approved designated provider should provide medical examination, treatment of infections and all contraceptive methods except Norplant. (Patients requesting Norplant should be referred to a contract physician.)

4.6.1.4 Family planning services to adolescent men will be provided by direct or referral services.

4.6.1.5 Advertise and provide emergency contraception (EC) in the community health nursing clinic. EC should be distributed to patients during regular clinic visits (before a contraceptive failure.)

4.6.1.6 Schedule clinic appointments at times most convenient to teens.

4.6.1.7 Dispense up to one year's cycle of oral contraceptives for clients without complication or true need for frequent follow-up and monitoring.

4.6.1.8 Encourage use of passive methods of contraception (such as DepoProvera and Progestasert) for all adolescent women without medical or social contra-indications.

4.7 Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. (State Administrative Manual 0320.0).

4.8 **CONTRACTOR** agrees to request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the sub-grant period.

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4.9 Receipt and acceptance of Request for Reimbursement form, the Community Health Nurse Monthly Statistical form, and supporting documentation summarizing the total amount and type of expenditures made during the reporting period.

4.10 A complete Statistical Report to the Carson City Health & Human Services Department is due by the 5th day of the month following the month of the services provided, via electronic mail, fax, or ground mail.

4.11 Additionally, **CONTRACTOR** agrees to provide.

4.11.1 A complete financial accounting of all expenditures to the **CITY** within 30 days of the **CLOSE OF THE SUBGRANT PERIOD**. Any un-obligated funds shall be returned to the **CITY** at that time, or if not already requested, shall be deducted from the final award.

4.12 **CITY** agrees:

4.12.1 Provide reimbursement for activities related to this sub-grant, not to exceed \$151,037.00 during the sub-grant period.

4.12.2 Provide technical assistance, upon request from the **CONTRACTOR**.

4.12.3 **CITY** reserves the right to hold reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by **CITY**.

4.13 Both parties agree:

4.13.1 **CITY** will conduct site visits within three months of this sub-grant award to review performance and provide necessary feedback to enable the **CONTRACTOR** to take appropriate action.

4.13.2 All reports of expenditures and requests for reimbursement processed by the **CITY** are **SUBJECT TO AUDIT**.

**5 CONSIDERATION:**

5.1 The parties agree that **CONTRACTOR** will provide the services specified in **Section 4 Scope of Work** at a cost of One Hundred Fifty One Thousand Thirty-Seven Dollars and no cents (\$151,037.00).

5.2 The **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

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**6 TIMELINESS OF BILLING SUBMISSION:**

6.1 The parties agree that timeliness of billing is of the essence to the Contract and recognize that the **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to the **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject the **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to the **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the **CONTRACTOR**.

**7 CONTRACT TERMINATION:**

**7.1 Termination Without Cause:**

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

**7.2 Termination for Nonappropriation:**

7.2.1 The continuation of this Contract beyond June 30, 2008 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. The **CITY** may terminate this Contract, and **CONTRACTOR** waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

**7.3 Cause Termination for Default or Breach:**

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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7.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If the **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

7.3.2.5 If it is found by the **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of the **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Contract; or

7.3.2.6 If it is found by the **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

**7.4 Time to Correct:**

7.4.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 3 Notice**, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

**7.5 Winding Up Affairs Upon Termination:**

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

7.5.1.2 **CONTRACTOR** shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the **CITY**;

7.5.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the **CITY**;

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 22 City Ownership of Proprietary Information**.

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**8     REMEDIES:**

8.1     Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. The parties agree that in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, that the party awarded fees may only present a claim for attorneys' fees at the rate of \$125 per hour. The **CITY** may set off consideration against any unpaid obligation of the **CONTRACTOR** to the **CITY**.

**9     LIMITED LIABILITY:**

9.1     The **CITY** will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

**10    FORCE MAJEURE:**

10.1    Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

**11    INDEMNIFICATION:**

11.1    To the fullest extent permitted by law, **CONTRACTOR** shall indemnify, hold harmless and defend (at **CITY'S** option), not excluding the **CITY'S** right to participate, the **CITY** from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent, willful, or unlawful acts or omissions of **CONTRACTOR**, its officers, employees, agents, representatives, volunteers, and any others performing work for **CONTRACTOR**.

11.2    To the fullest extent permitted by law, **CITY** shall indemnify, hold harmless and defend, not excluding the **CONTRACTOR'S** right to participate, the **CONTRACTOR** from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent, willful, or unlawful acts or omissions of **CITY**, its officers, employees, agents, representatives, volunteers, and any others performing work for **CITY**.

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**12 INDEPENDENT CONTRACTOR:**

12.1 An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

12.2 It is mutual agreed that **CONTRACTOR** is associated with the **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and *direct performance of the details incident to its duties* under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

12.4 **CONTRACTOR** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the **CITY**.

**13 INSURANCE REQUIREMENTS:**

13.1 Unless expressly waived in writing by the **CITY**, **CONTRACTOR**, as an independent contractor and not an employee of the **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. The **CITY** shall have no liability except as specifically provided in the Contract. The **CONTRACTOR** shall not commence work before:

13.1.1 **CONTRACTOR** has provided the required evidence of insurance to Carson City Purchasing & Contracts, and

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13.1.2 CITY has approved the insurance policies provided by the **CONTRACTOR**. Prior approval of the insurance policies by the CITY shall be a condition precedent to any payment of consideration under this Contract and the CITY'S approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the CITY to timely approve shall not constitute a waiver of the condition.

**13.2 Insurance Coverage:**

13.2.1 The **CONTRACTOR** shall, at the **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the CITY, the required insurance shall be in effect prior to the commencement of work by the **CONTRACTOR** and shall continue in force as appropriate until the latter of:

13.2.1.1 Final acceptance by the CITY of the completion of this Contract; or

13.2.1.2 Such time as the insurance is no longer required by the CITY under the terms of this Contract.

13.2.2 Any insurance or self-insurance available to the CITY shall be excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the CITY, **CONTRACTOR** shall provide the CITY with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify the CITY and immediately replace such insurance or bond with an insurer meeting the requirements.

**13.3 General Requirements:**

13.3.1 **Certificate Holder:** Each liability insurance policy shall list Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701 as a certificate holder.

13.3.2 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from the Contract.

13.3.3 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.



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13.3.4 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.3.5 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Carson City Risk Management Division.

13.3.6 **Policy Cancellation:** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to Carson City Purchasing & Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701.

13.3.7 **Approved Insurer:** Each insurance policy shall be:

13.3.7.1 Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and

13.3.7.2 Currently rated by A.M. Best as "A-VII" or better.

13.3.8 **Evidence of Insurance:** Prior to the start of any Work, **CONTRACTOR** must provide the following documents to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, NV 89701:

13.3.8.1 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing & Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.3.8.2 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing & Contracts to evidence the endorsement of the **CITY** as an additional insured per Section 13.3.2.

13.3.8.3 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

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13.3.9 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing & Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by the **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to the **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to the **CITY** under this Contract or otherwise. The **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

14 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

14.1 Minimum Limits required:

14.1.1 Four Million Dollars (\$4,000,000.00) - General Aggregate

14.1.2 Four Million Dollars (\$4,000,000.00) - Products & Completed Operations Aggregate

14.1.3 Two Million Dollars (\$2,000,000.00) - Each Occurrence

14.2 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

15 **PROFESSIONAL LIABILITY INSURANCE:**

15.1 Minimum Limit required: One Million Dollars (\$1,000,000.00)

15.2 Retroactive date: Prior to commencement of the performance of the contract

15.3 Discovery period: Three (3) years after termination date of contract.

15.4 A certified copy of this policy may be required.

16 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

16.1 **CONTRACTOR** shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.

16.2 Employer's Liability Insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
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16.3 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

17 **BUSINESS LICENSE:**

17.1 **CONTRACTOR** shall obtain a Carson City business license and provide a copy of same to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, NV 89701 prior to commencing work.

18 **COMPLIANCE WITH LEGAL OBLIGATIONS:**

18.1 **CONTRACTOR** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services of this Contract. **CONTRACTOR** will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS 361.157 and 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The **CITY** may set-off against consideration due any delinquent government obligation.

19 **WAIVER OF BREACH:**

19.1 Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

20 **SEVERABILITY:**

20.1 If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

21 **ASSIGNMENT/DELEGATION:**

21.1 To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0607-030**

nor delegate any rights, obligations or duties under this Contract without the prior written approval of the **CITY**.

**22 CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

22.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of the **CITY**. Notwithstanding the foregoing, the **CITY** shall have no proprietary interest in any materials licensed for use by the **CITY** that are subject to patent, trademark or copyright protection.

**23 PUBLIC RECORDS:**

23.1 Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. The **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend the **CITY** for honoring such a designation. The failure to so label any document that is released by the **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

**24 CONFIDENTIALITY:**

24.1 **CONTRACTOR** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

**25 FEDERAL FUNDING:**

25.1 In the event federal funds are used for payment of all or part of this Contract:

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0607-030**

25.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

25.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

25.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

**26 LOBBYING:**

26.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

26.1.1 Any federal, state, county or local agency, legislature, commission, counsel or board;

26.1.2 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

26.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

**27 GENERAL WARRANTY:**

27.1 **CONTRACTOR** warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0607-030**

**28    PROPER AUTHORITY:**

28.1    The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in the Contract. Any services performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONTRACTOR**.

**29    GOVERNING LAW; JURISDICTION:**

29.1    This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

**30    ENTIRE CONTRACT AND MODIFICATION:**

30.1    This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0607-030**

**31 ACKNOWLEDGMENT AND EXECUTION:**

31.1 In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

**CARSON CITY**

Finance Director  
Attn: Cheryl A. Adams, Purchasing &  
Contracts Manager  
201 North Carson Street Suite 11  
Carson City, Nevada 89701  
Telephone: 775-887-2027 extension 1100  
Fax: 775-887-2107  
[CAdams@ci.carson-city.nv.us](mailto:CAdams@ci.carson-city.nv.us)

**CITY'S LEGAL COUNSEL**

Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve  
as to its legal form.

By: \_\_\_\_\_  
CHERYL A. ADAMS  
Purchasing & Contracts Manager

By: \_\_\_\_\_  
Deputy District Attorney

DATED this \_\_\_\_ day of June, 2007.

DATED this \_\_\_\_ day of June, 2007.

**CITY'S ORIGINATING DEPARTMENT**

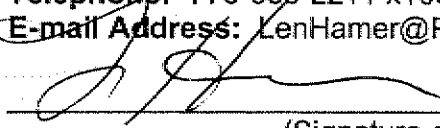
**BY:** Linda Ritter, City Manager  
Executive Offices  
201 North Carson Street Suite 2  
Carson City, NV 89701  
Telephone: 775-887-2100  
Fax: 775-887-2286  
[LRitter@ci.carson-city.nv.us](mailto:LRitter@ci.carson-city.nv.us)

\_\_\_\_\_  
DATED this \_\_\_\_ day of June, 2007.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0607-030**

Leonard Hamer being first duly sworn, deposes and says: That he is the **CONTRACTOR**; that he has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

**CONTRACTOR**  
**BY:** Leonard Hamer  
**TITLE:** General Manager  
**FIRM:** Physician Select Management, LLC  
**BUSINESS LICENSE #:** 07-00013615  
**Address:** 212 W. Ann Street  
**City:** Carson City **State:** NV **Zip Code:** 89703  
**Telephone:** 775-885-2211 x103/ **Fax #:** 775-885-0773  
**E-mail Address:** LenHamer@PMCIIPA.com


  
\_\_\_\_\_  
(Signature of **CONTRACTOR**)

DATED this 7<sup>TH</sup> day of June, 2007.

STATE OF Nevada )  
County of Carson City ) ss

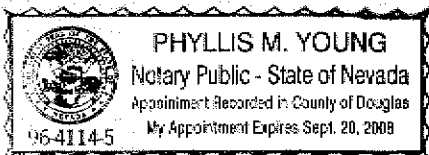
On this 7<sup>th</sup> day of June, in the year 2007, before me, Phyllis M Young / Notary Public, personally appeared Leonard Hamer, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary's Signature

L.S.

My Commission Expires: 9-20-08





**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0607-030**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board Of Supervisors for Carson City, Nevada at their publicly noticed meeting of June 21, 2007 approved the acceptance of **CONTRACT No. 0708-030**. Further, the Board Of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

**CARSON CITY, NEVADA**

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**MARV TEIXEIRA, MAYOR**

DATED this 21st day of June, 2007.

**ATTEST:**

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**ALAN GLOVER, CLERK-RECORDER**

DATED this 21st day of June, 2007.