PROFESSIONAL SERVICES AGREEMENT

THIS Agreement ("AGREEMENT") is made and entered into this ____________, by and between ________________________________________ (hereinafter referred to as “DOCTOR”) and the COUNTY of CLARK (hereinafter referred to as the "COUNTY") for and on behalf of the CLARK COUNTY OFFICE OF THE CORONER/MEDICAL EXAMINER (hereinafter referred to as “CORONER”).

WHEREAS, the COUNTY desires to engage the services of the DOCTOR for the purpose of providing forensic neuropathology consultation, as requested by the CORONER; and

WHEREAS, the DOCTOR is willing to provide forensic neuropathology consultations, as requested by the CORONER and subject to the terms and conditions of this AGREEMENT;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A. The COUNTY hereby retains the DOCTOR to provide forensic neuropathology consultations, as requested by the CORONER.

B. The DOCTOR will observe and abide by the terms and conditions of all applicable laws, regulations, ethics, ordinances and rules of the United States, the State of Nevada, the COUNTY, the applicable State boards, any duly constituted public authority or agency, including but not limited to the CORONER.

C. The DOCTOR will provide the COUNTY with forensic neuropathology consultations which include, but may not be limited to, examining the central nervous system (CNS) in autopsy cases selected by the CORONER, providing testimony in legal proceedings, and completing all reports and documentation related to these services for each decedent and/or
case assigned by the CORONER. The DOCTOR will also provide the COUNTY with copies of all correspondence with companies, persons and agencies other than the COUNTY, which are related to the performance of this AGREEMENT.

D. All materials developed, prepared or acquired during the performance of services under this AGREEMENT, including, without limitation, all finished or unfinished documents, reports, research, memoranda, evaluations and studies, shall be available to the COUNTY upon request.

E. The DOCTOR shall devote as much time to providing forensic neuropathology consultation for each case assigned by the CORONER, as required by the circumstances of each case. The DOCTOR shall also be accessible and available for assignment and consultation, as requested by the COUNTY. This AGREEMENT shall not prohibit the DOCTOR from engaging in the practice of medicine or forensic neuropathology consultations with persons or entities other than those assigned to him by the CORONER so long as he does not violate the applicable professional rules and regulations and it does not interfere and conflict with his ability to complete the work assigned to him by the CORONER.

II. DOCTORS' FEES / INVOICES

A. The DOCTOR shall provide COUNTY with services on certain days as and when requested and specified by the COUNTY under this AGREEMENT, and the DOCTOR agrees to accept as full compensation for the performance of the services at a rate of two thousand five hundred dollars ($2,500.00) per case. DOCTOR understands and agrees that there is no guarantee as to the amount of work or the frequency of work, or the amount of compensation under this AGREEMENT. DOCTOR understands and agrees that there may be times during the
duration of this AGREEMENT when no work is requested of him by the CORONER, and there is a possibility that no work whatsoever will be required of the DOCTOR.

B. The DOCTOR shall submit a monthly invoice to the CORONER setting forth the number of cases in which he has performed services for the previous month, and said invoices shall be submitted to the COUNTY for payment after approval by the CORONER. Each invoice shall identify the date of the services, the services performed by task, the name of the person who provided the services, and a brief descriptive narrative of the service provided.

III. TERM / TERMINATION

A. Unless otherwise sooner terminated, the term of this AGREEMENT shall be from the date of execution of this AGREEMENT until expiration of the grant funding related to said services (Paul Coverdell Forensic Science Improvement Grant), or the Coroner determines that the doctor’s services are no longer required.

B. The COUNTY, in its sole discretion and with or without cause, or the DOCTOR, may terminate this AGREEMENT at any time upon thirty (30) days written notice in advance. Upon termination, the COUNTY may require the DOCTOR to continue the handling of pending cases and services occurring pursuant to this AGREEMENT for a period not to exceed thirty (30) days from the termination of this AGREEMENT, and/or require the DOCTOR to return all files to the CORONER.

C. In the event this AGREEMENT is terminated, the DOCTOR will be compensated for all work performed to the effective date of termination in accordance with the provisions of this AGREEMENT.

IV. RECORDS
The DOCTOR shall maintain and make available to the COUNTY for inspection all
documents including, but not limited to, books, records, reports, evaluations, research,
memoranda, studies and other evidence directly pertinent to performance under this
AGREEMENT in accordance with its general practices.

V. OWNERSHIP OF DOCUMENTS

All documents, including but not limited to files, documents, reports, evaluations,
memoranda and other records prepared or kept by the DOCTOR in the performance of its
obligations under this AGREEMENT shall be the exclusive property of the COUNTY and all
such materials shall be remitted to the COUNTY by the DOCTOR upon expiration or
termination of this AGREEMENT.

VI. ASSIGNMENT

The DOCTOR shall neither assign, transfer, nor delegate any rights, obligations or duties
under this AGREEMENT.

VII. AMENDMENT AND MODIFICATION

No provision of this AGREEMENT will be deemed waived, amended or modified by
either party unless such waiver, amendment or modification is in writing and signed by the
authorized agents of both parties.

VIII. APPLICABLE LAW

This AGREEMENT shall be governed by and interpreted according to the law of the
State of Nevada.

IX. INSURANCE

Maintain professional liability insurance at limits of no less than One Million and 00/100
Dollars ($1,000,000.00) per occurrence to insure against claims or losses arising out of
performance of the services provided by the DOCTOR pursuant to this AGREEMENT. “Claims made” insurance coverage will continue for a period of three (3) years beyond the term of this Contract. Any retroactive date must coincide with or predate the date of this Contract and may not be advanced without the COUNTY’s consent.

X. ETHICS OF DOCTOR

The DOCTOR shall abide by and perform his duties in accordance with the ethics of the applicable profession, and all federal, state, local and municipal laws, regulations, rules, ordinances, and applicable State boards.

XI. INDEPENDENT CONTRACTOR

The DOCTOR is an independent contractor and not an officer or employee of the COUNTY. No permitted or required approval by the COUNTY of documents or services of the DOCTOR shall be construed as making the COUNTY responsible for the manner in which the DOCTOR performs services, or make the COUNTY responsible for any negligence, errors or omissions of the DOCTOR. Such approvals are intended only to give the COUNTY the right to satisfy itself with the quality of service performed by the DOCTOR.

The DOCTOR is responsible for paying, and shall indemnify, defend and hold harmless the COUNTY from all matters relating to the payment of, the salaries, wages, payroll taxes, and benefits for his employees. The DOCTOR acknowledges that the DOCTOR and any subcontractors, associates, agents or employees employed by the DOCTOR shall not, under any circumstances, be considered employees of the COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of the COUNTY including, but not limited to, sick leave, vacation leave, holiday pay, bonus pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability and worker’s compensation benefits.
XII. EXCLUSIVE BENEFIT OF THE PARTIES/NO THIRD PARTY RIGHTS

Except as specifically provided in this section, this AGREEMENT is not intended to create any rights, benefits, powers or interests in any party other than the DOCTOR and the COUNTY and this AGREEMENT is entered into for the exclusive benefit of the COUNTY and the DOCTOR.

XIII. NON-DISCRIMINATORY EMPLOYMENT PRACTICES

The DOCTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin.

XIV. SEVERABILITY

Any provision or portion of this AGREEMENT prohibited as unlawful or unenforceable shall be ineffective without affecting other provisions of this AGREEMENT. If the provisions of such applicable law may be waived, they are hereby waived to the end that this AGREEMENT may be deemed to be a valid and binding AGREEMENT enforceable in accordance with its terms.

XV. JOINT VENTURE

Nothing herein shall be construed to imply a joint venture or principal and agent relationship between the COUNTY and the DOCTOR, and neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other.

XVI. INDEMNIFICATION

The DOCTOR shall indemnify, hold and save harmless, and defend (without any cost to the COUNTY), the COUNTY, its Board of Commissioners and its officers, agents, employees and volunteers against any and all lawsuits, actions, losses, claims, costs, damages, judgments, fines, liability and costs and expenses, including court costs, expert witness fees and attorney’s
fees, of whatever nature, whether false, groundless or fraudulent, which arise out of, are related to, or are resulting from any work, action or inaction of the DOCTOR, its employees, agents, associates, third parties and volunteers, in connection with or related to the performance of this AGREEMENT and/or services provided pursuant to this AGREEMENT, including any concurrent or joint negligence, whether active or passive, of the COUNTY, its officers, employees, volunteers or agents. This Section XVI of this AGREEMENT survives termination and expiration of this AGREEMENT.

XVII. NON-EXCLUSIVE AGREEMENT

The DOCTOR agrees that its employees shall devote such time to the performance of its duties under this AGREEMENT as is required by the circumstances of each case. Nothing herein shall be construed as a limitation upon the right of the DOCTOR to engage in the practice subject to the provisions of Section I(E) of this AGREEMENT.

XVIII. NOTICES

Any notice required or permitted to be given, under this AGREEMENT shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States Mail at the following addresses:

TO COUNTY: Clark County Office of the Coroner/Medical Examiner
c/o John Fudenberg
1704 Pinto Lane
Las Vegas, NV 89106

TO DOCTOR: ______________________
____________________

Either party may, at any time and from time to time, change its representative or address by written notice to the other.

XIX. ENTIRE AGREEMENT
This AGREEMENT constitutes the entire agreement between the parties and may only be modified, supplemented or amended by a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed the day and year first above written.

ATTEST:

By: ____________________________
COUNTY CLERK

By: ____________________________
<>, Chairman
Board of County Commissioners

OWNER:
COUNTY OF CLARK

DOCTOR:

 APPROVED AS TO FORM:

DAVID ROGER,
District Attorney

By: ____________________________
Laura C. Rehfeldt
Deputy District Attorney