

## PROFESSIONAL SERVICES CONTRACT

### HEALTHCARE DELIVERY. INC.

THIS CONTRACT, is made and effective as of the 1 day of MARCH, 2013, by and between THE CITY OF FIFE, a Washington municipal corporation, hereinafter "CITY", and HEALTHCARE DELIVERY, INC., a Washington corporation, hereinafter "AGENCY".

WHEREAS, the CITY desires to have health care services performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, the AGENCY presents that they are qualified and possess sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Contract; and

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties agree as follows:

#### **I. SERVICES**

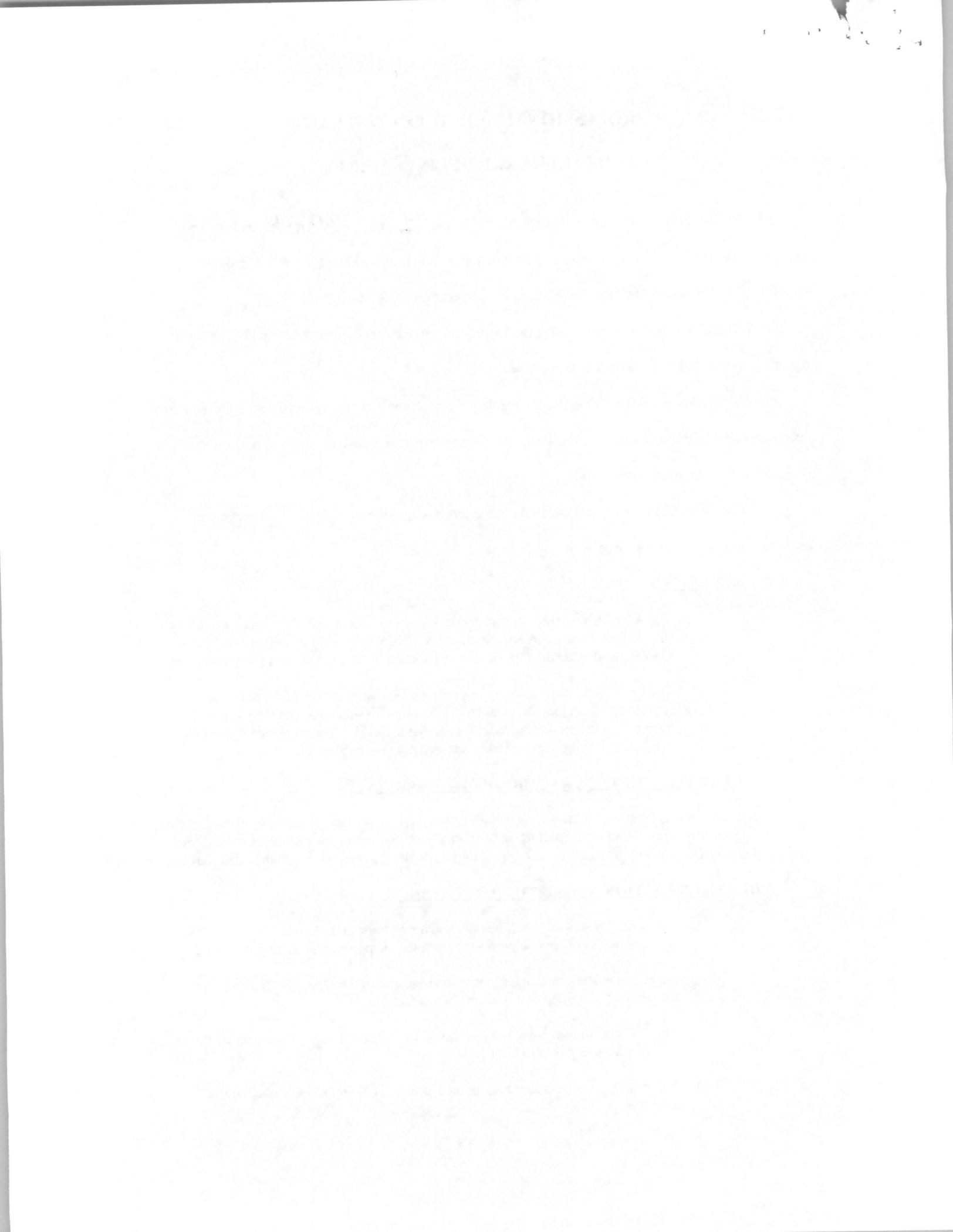
- A. The AGENCY shall perform such services and accomplish such tasks necessary for full performance, as are identified as AGENCY responsibilities throughout this Contract and as detailed in Exhibit A attached hereto and made a part hereof.
- B. The CITY shall provide an appropriate medical area as well as all materials, supplies, and equipment necessary to accomplish such tasks, as well as inmate transport to the medical area and security for AGENCY staff onsite. This shall be detailed in Exhibit B attached hereto and made a part hereof.

#### **II. DURATION OF CONTRACT/RIGHT OF TERMINATION**

The term of this Contract and the performance of the AGENCY shall commence on the effective date set forth above, and shall continue until written termination by one or both parties. Either party may terminate this Contract after providing thirty days written notice to the other party.

#### **III. COMPENSATION AND METHOD OF PAYMENT**

- A. Payments for services shall be made on a reimbursement basis after rendition of services unless otherwise permitted by law and approved in writing by the CITY.
- B. No payment shall be made for any services rendered by the AGENCY except for services identified and set forth in this Contract.
- C. The CITY shall reimburse the AGENCY for the services performed under this Contract as detailed in Exhibit A.
- D. The AGENCY shall submit an invoice to the CITY on the 1st of the month.



- E. The CITY will initiate authorization for payment and render payment to the AGENCY after receipt of the invoice within fourteen (14) days thereafter.

#### **IV. SAFEGUARDING CLIENT INFORMATION**

The use or disclosure by any party of any confidential information concerning a recipient or client for any purpose with respect to services provided under this Contract is prohibited except on written consent of the recipient or client, his/her attorney or his/her responsible parent or guardian, or as otherwise provided by law.

#### **V. COMPLIANCE WITH LAW**

The AGENCY, in performance of this Contract, agrees to comply with all applicable Federal, State, and Local laws and ordinances, including standards for licensing, registration, and certification.

#### **VI. CHANGES AND NOTIFICATION**

Any amendment to this Contract shall be in writing and signed by both parties. Annual review of compensation will be by written notification, with thirty days response time prior to any increase in rates.

#### **NON-DISCRIMINATION IN CLIENT SERVICES**

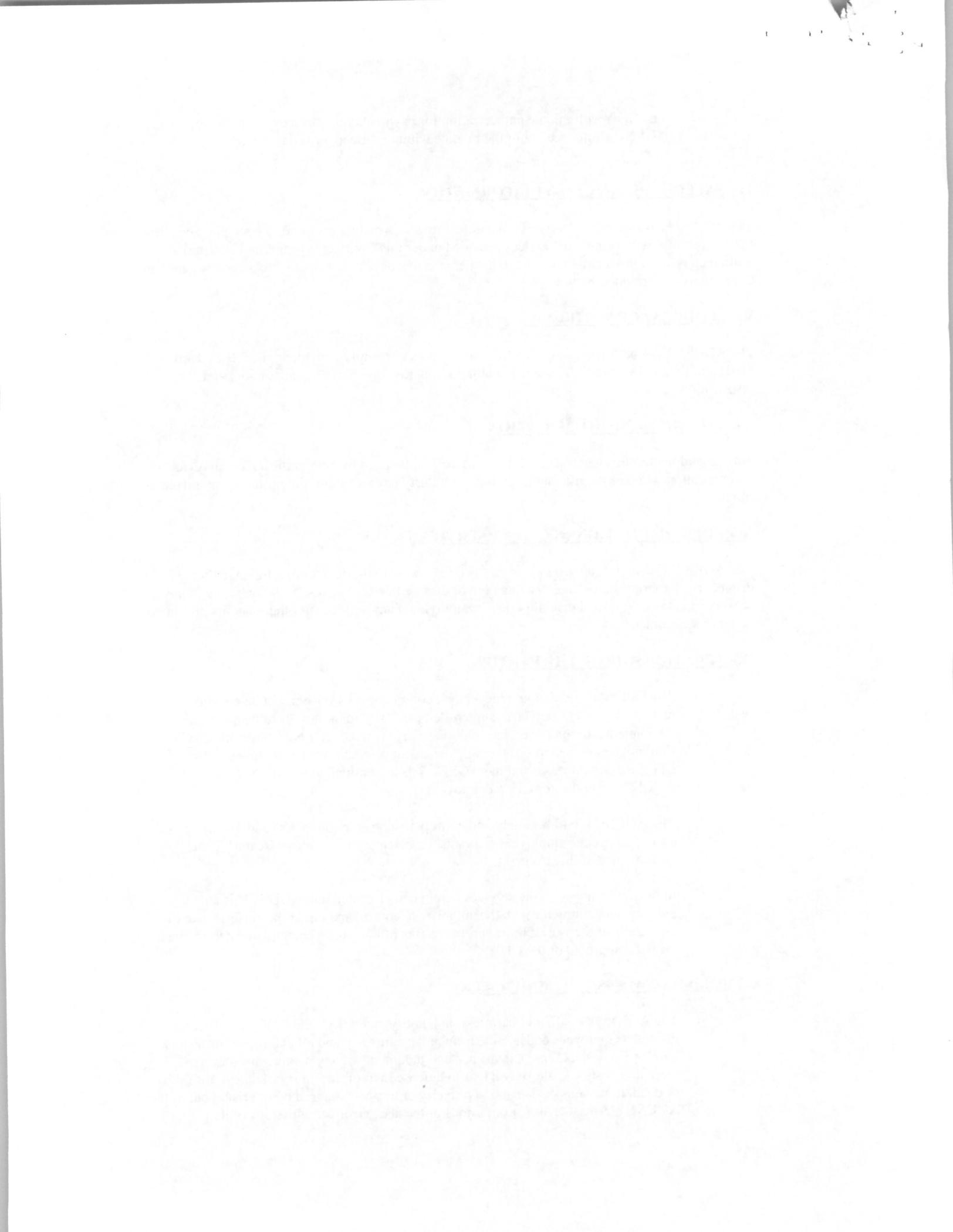
The AGENCY shall not, on grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical disability deny an individual any services or other benefits provided under this Contract.

#### **IX. RELATIONSHIP OF THE PARTIES**

- A. The parties intend that an independent contractor relationship will be created by this Contract. The CITY is interested primarily in the results to be achieved; the implementation of services will lie solely with the AGENCY. The AGENCY shall not be deemed to be an employee, agent, servant, or representative of the CITY for any purpose, and the AGENCY is not entitled to any of the benefits the CITY provides for CITY employees.
- B. The AGENCY will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, representatives or otherwise during the performance of this Contract.
- C. In the performance of the services herein contemplated, the AGENCY is an independent contractor with the authority to control and direct the performance of the details of the work.; however, the results of the work contemplated herein must meet the approval of the CITY.

#### **X. HOLD HARMLESS/INDEMNIFICATION**

- A. The AGENCY shall hold harmless, indemnify and defend the CITY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the AGENCY'S acts, errors or omissions of the acts, errors or omissions of its



employees, agents, or anyone for whose acts any of them may be liable, in the performance of this Contract. PROVIDED HOWEVER, that the AGENCY'S obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the CITY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the AGENCY'S obligations hereunder shall apply only to the percentage of fault attributable to the AGENCY, its employees or agents.

- B. The CITY accepts full liability for any damages resulting from dereliction of medical care, treatments, diagnostics, or pharmaceuticals deemed medically necessary by the AGENCY, on the part of the CITY or its officers, agents or employees. The AGENCY will be held harmless and will be indemnified and all of its agents or employees, from any and all liability, loss, or damage incurred by the CITY or its officers, agents, or employees for any withholding of medical care or dereliction of AGENCY orders for necessary medical treatment.

#### **XI. INSURANCE**

Prior to and during their performance of work covered by this agreement, the AGENCY and its employees and agents providing services under this contract shall provide to the CITY evidence that all such persons have obtained and maintain in full force and effect, during the term of the agreement, a policy of professional liability insurance to include medical malpractice insurance, providing coverage of at least \$1,000,000.00 against professional liability and medical malpractice. The CITY's Risk Manager shall be provided forty-five (45) days' written notice of any cancellation of said professional liability and medical malpractice insurance.

#### **XII. JURISDICTION**

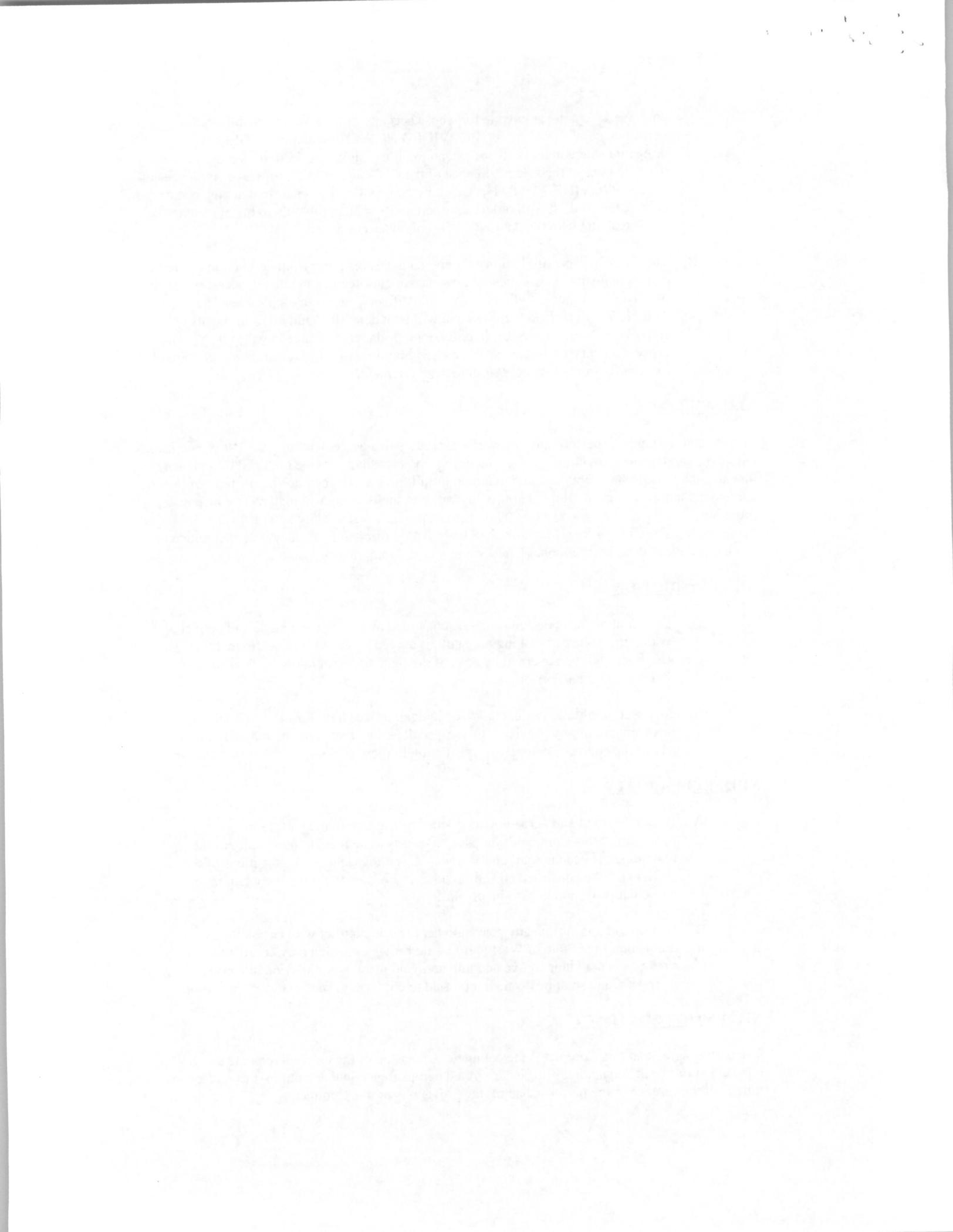
- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by laws of the State of Washington, both as to interpretation and performance.
- B. Any section of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provision thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County.

#### **XIII. SEVERABILITY**

- A. It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

#### **XIV. ENTIRE CONTRACT**

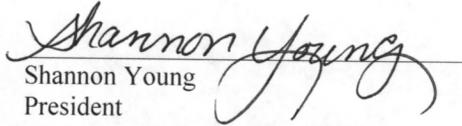
The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize time is of the essence in the performance of the provisions of this Contract.



**XV. WAIVER OF CONTRACT TERMS**

The parties agree that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

AGENCY



Shannon Young  
President

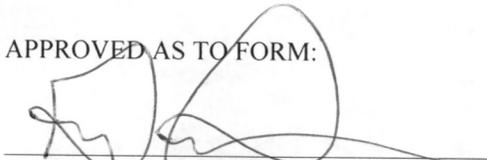
Healthcare Delivery, Inc.

~~PO Box 603~~ 10415 35<sup>th</sup> Lane SE  
~~Chehalis, WA 98532~~ Olympia Wa 98513

CITY OF FIFE



APPROVED AS TO FORM:

  
Assistant City Attorney

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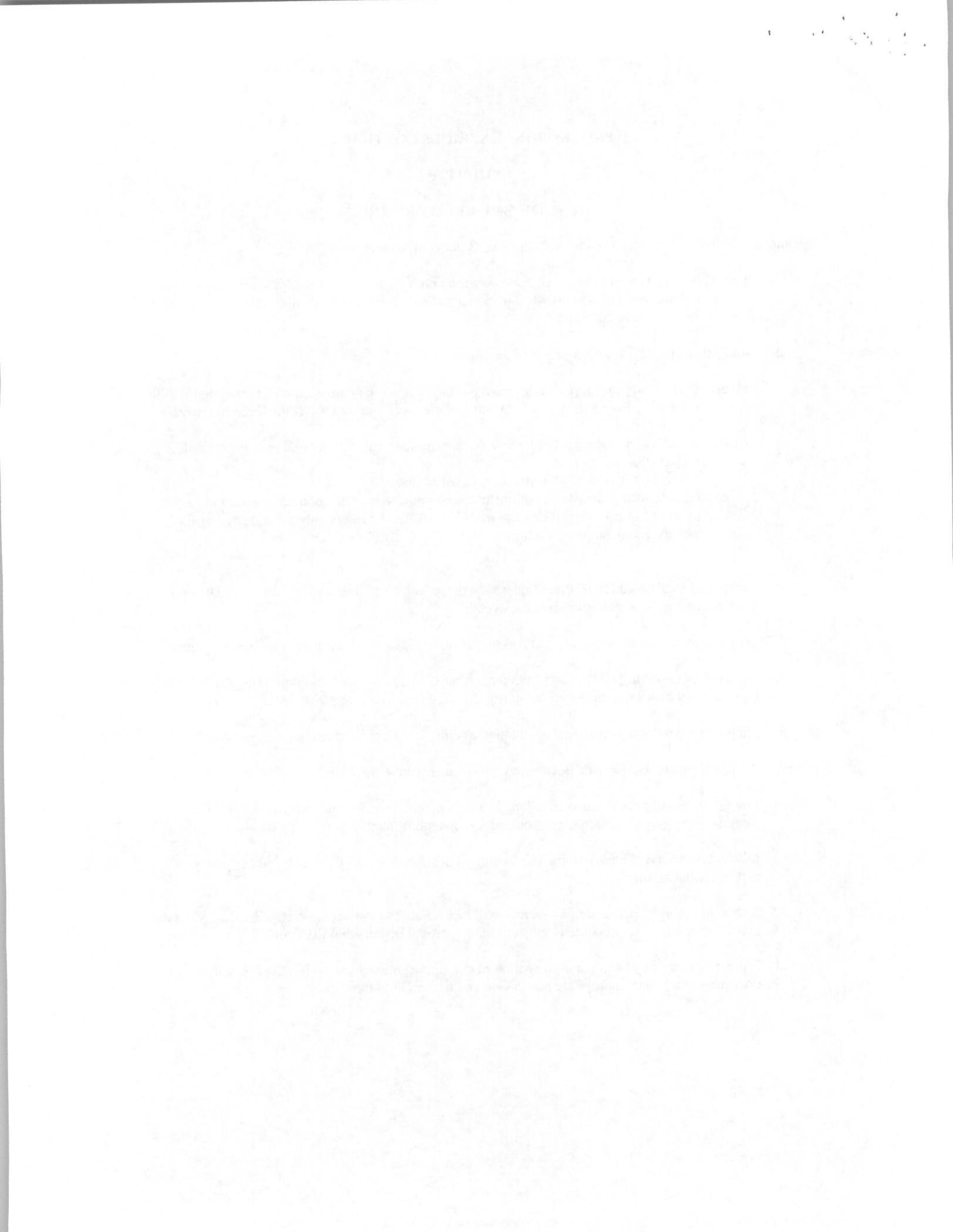
## PROFESSIONAL SERVICES CONTRACT

### EXHIBIT A

#### HEALTHCARE DELIVERY, INC.

Healthcare Delivery, Inc. will provide the following as per contract terms:

1. Twenty-four (24) hour phone triage and consultation by a designated Health Care Professional for: a monthly retainer of \$600.00. Any phone calls between the hours of 2200 and 0600 will be billed at \$15.00 per phone call.
2. Analysis of facility has been provided as follows:
  - a. Policy and procedure development per the National Commission on Correctional Health Care 2003 Standards (NCCHC) with policies specifically for HIPPA legislation with annual review.
  - b. Weekly evaluation and ordering of necessary medical supplies and pharmaceuticals included in sick call.
  - c. Utilization review of all billings included in sick call.
  - d. Quality management and administrative support to include contract negotiation for pharmaceutical services or contracts with outside providers only as requested by the facility administration, and billed out at \$95.00 per hour.
3. Advanced Registered Nurse Practitioner with prescriptive privileges will be billed at \$95.00 per hour with a two hour minimum twice a week.
4. Registered Nurse coverage billed at \$53.00 per hour with a two hour minimum twice a week.
5. Medical Doctor will be billed at \$145.00 per hour with a two hour minimum. The physician will be scheduled quarterly, unless jail administration requests more frequent visits.
6. All practitioners will provide documentation of current malpractice insurance as per contract.
7. All practitioners will provide documentation of current state licensure.
8. Practitioners will provide specialized medical equipment necessary to perform sick call (i.e., stethoscopes, sphygmomanometers, otoscopes, ophthalmoscopes, percussion hammers, ect.).
9. Medical records will be maintained according to Section IV of the Contract, and per policy to assure confidentiality.
10. A monthly schedule of sick call coverage will be available to jail administration by the 25<sup>th</sup> of the previous month. The schedule is subject to jail approval by jail administration.
11. Promote community health and prevention of communicable disease within the Fife City Jail, by providing timely and appropriate health care and education to inmates.



## **PROFESSIONAL SERVICES CONTRACT**

### **EXHIBIT B**

#### **HEALTHCARE DELIVERY, INC.**

Fife City Jail will provide the following as per Contract terms:

1. A private, secure area with appropriate furniture to perform medical examinations, as well as all necessary medical supplies. All charts, medications and medical supplies will be appropriately secured.
2. Inmate transport to and from the medical area, and provide security for medical staff while onsite medical care is being delivered.
3. Inmate transport to prescribed outpatient visits for medical, dental, or diagnostic needs.
4. All chart forms, stationery supplies, and copy services needed for onsite medical care.
5. An accurate scale and thermometer capable of frequent use for onsite medical care.

UNITED STATES DISTRICT COURT

IN RE: [Illegible]

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