



JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street • Port Townsend • Washington • 98368
www.jeffersoncountypublichealth.org

August 6, 2010

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jean Baldwin, Director

DATE: September 6, 2010

SUBJECT: Agenda Item – Contract Agreement – Jefferson Healthcare – ARNP Services for School Based Health Center; August 16, 2010 – upon termination; \$31,347 plus mileage

STATEMENT OF ISSUE:

Jefferson County Public Health is requesting Board approval of the Contract Agreement – Jefferson Healthcare – ARNP Services for School Based Health Center; August 16, 2010 – upon termination; \$31,347 plus mileage

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

This is an ongoing agreement to provide nurse practitioner (ARNP) services to Jefferson Healthcare (JHC) for the School Based Health Center (SBHC). In the original MOU/Agreement (2009) to develop the School Based Health Center, Jefferson Healthcare agreed to provide a nurse practitioner at Chimacum School, 2 days a week. JCPH will continue to contract with JHC to provide these services.

JCPH will provide a nurse practitioner in the School Based Health Center at Chimacum High School for 12 hours a week. JHC will reimburse JCPH for Nurse Practitioner wages and benefits as well as mileage. SBHC is a proven success and this service continues to be a tremendous benefit for Chimacum School District and community youth.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

The budget is neutral. JHC is covering all costs for nursing services.

COMMUNITY HEALTH
DEVELOPMENTAL DISABILITIES
MAIN: (360) 385-9400
FAX: (360) 385-9401

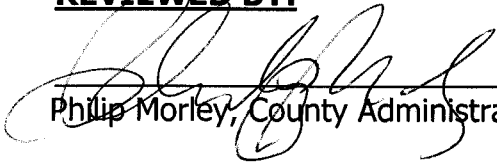
PUBLIC HEALTH
ALWAYS WORKING FOR A SAFER AND
HEALTHIER COMMUNITY

ENVIRONMENTAL HEALTH
WATER QUALITY
MAIN: (360) 385-9444
FAX: (360) 379-4487

RECOMMENDATION:

JCPH management request approval of the Contract Agreement – Jefferson Healthcare – ARNP Services for School Based Health Center; August 16, 2010 – upon termination; \$31,347 plus mileage

REVIEWED BY:


Philip Morley, County Administrator

8/17/10
Date

(Routed to all Public Health Managers)

CONTRACT AGREEMENT
By and Between
Jefferson County Public Health
And
Jefferson Healthcare Hospital

For provision of one (1) ARNP in school based health center setting

Section 1: PURPOSE:

THIS AGREEMENT for Professional Services is entered into between Jefferson County Public Health, (JCPH) herein referred to as the "County" and Jefferson Healthcare (JHC), herein referred to as the "Contractor" to provide nursing services in a school based health setting in Jefferson County, Washington.

Section 2: TERMS:

This Agreement shall commence on August 16, 2010 and continue through June 30, of each school year until terminated by either party.

Section 3: SCOPE OF AGREEMENT:

County will provide nurse practitioner ARNP services in the School based clinics.

A. Contract Representatives:

The County and Jefferson Healthcare will each have a contract representative who will have responsibility to administer the contract for that party. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

County or JCPH Contract Representative

Jean Baldwin, Director
Jefferson County Public Health
615 Sheridan St.
Port Townsend, WA 98368
(360) 385-9400

Contractor's Contract Representative

Paula Dowdle, Chief Operating Officer
Jefferson Healthcare
834 Sheridan St.
Port Townsend, WA 98368
(360) 385-2200

Section 4: COMPENSATION:

Jefferson Healthcare agrees to provide the following:

- A. Pay County the actual cost of Employee's services to Jefferson Healthcare for School Based Health Center. This reimbursement rate will be based on the Employee's current rate of compensation as a Jefferson County Public Health employee at the time the service is provided, plus a proportionate share of benefits, and covered employee expenses incurred by Jefferson County Public Health. The reimbursement rate for Employee for 2010 is currently \$58.05 / hour. The reimbursement rate will be readjusted in January of each calendar year, or as needed, to reflect changes in Employee's current rate of compensation as a Jefferson County Public Health employee.
JCPH will provide nursing services described herein at 12 hours weekly. Additional hours worked above the agreed upon 12 hours weekly, will be charged at the same hourly rate.
- B. In addition, provide for reimbursement of nursing staff for mileage incurred in connection with provision of stated services at the rate of \$0.50 per mile or the current IRS Standard Business Mileage Rate.
- C. County shall submit invoices of actual cost to Jefferson Healthcare quarterly for payment of work completed to date.
- D. County records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the Contractor and state for a period of six (6) years after final payments. Copies shall be made available upon request.

Section 5: INDEMNIFICATION:

The County shall indemnify, defend and hold harmless the Contractor, its officers, agents and employees, from and against any and all claims, lawsuits, demands for money damages, losses or liability, or any portion thereof, including attorney's fees and costs, arising from any injury to person or persons (including the death or injury of the County or damage to personal property) if said injury or damage was caused by the negligent acts or omissions of the County or its employees or representatives.

Section 6: INSURANCE:

The County shall obtain and keep in force during the terms of this Agreement, or as otherwise required.

- A. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$300,000 each occurrence.
- B. Professional Liability Insurance providing \$2,000,000 per incident; \$4,000,000 aggregate.
- C. The County shall participate in the Worker's Compensation and Employer's Liability Insurance Program as may be required by the State of Washington.

D. Its membership in the Washington Counties Risk Pool.

Section 7: CONFIDENTIALITY:

All parties to this Agreement and their employees or representatives and their subcontractors and their employees will maintain the confidentiality of all information provided by JCPH or JHC or acquired in performance of this Agreement as required by HIPAA and other privacy laws. This Contract, once executed by the parties, is and remains a Public Record subject to the provision of Ch. 42.56 RCW, the Public Records Act.

Section 8: OWNERSHIP AND USE OF DOCUMENTS

The Contractor acknowledges and agrees that any and all work product directly connected and/or associated with the services rendered hereunder, including but not limited to all documents, drawings, reports, and the like which the County in the performance of the service hereunder, either solely and/or jointly with the Contractor shall be the sole and exclusive property of the County. The County will grant shared use of said materials following HIPAA; medical records, HIPAA charts owned by JCPH, referrals made to JHC for medical follow up, primary care, lab, x-ray, specialty care and ER, trademarks, trade names and other intellectual property right claims for said materials. Other materials produced by the County in connection with the services rendered under this agreement shall be the property of the County whether the projects for which they are made are executed or not. Each party may, with no further permission required from the other party, publish to the web, disclose, distribute, reproduce, or otherwise copy or use, in whole or in part, such items produced during the course of the Project to the extent disclosure is allowed by HIPAA.

Section 9: INDEPENDENCE

Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. The County shall not be entitled to any benefits accorded Contractor employees by virtue of the services provided under this agreement. The Contractor shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to employee.

Section 10: REPORTING

The Contractor will continue in the partnership with the County, attending the Governance Committee, the community advisory committee with citizens review of the work performed, in relationship to the tasks identified Exhibit A, Statement of Work. Yearly end of year report will notify all parties of client volumes and diagnoses.

Section 11: TERMINATION

The Contractor and the County reserves the right to terminate this contract in whole or in part, with 30 days notice. In the event of termination under this clause, the Contractor shall be liable for only payment for services rendered prior to the effective date of termination.

Section 12: **INTEGRATED AGREEMENT**

This Agreement together with attachments or addenda represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral between the parties. This agreement may be amended or modified only by a written instrument signed by both County and Contractor.

Approved this _____ day of _____, 2010.


BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

David Sullivan, Chairperson



Jefferson Healthcare

Approved as to form only:

 8/23/10

Jefferson Co. Prosecutor's Office

Exhibit A

Statement of Work for School Based Clinics

Jefferson Healthcare agrees to provide:

- A. One (1) medical provider with medical liability coverage or to pay for additional staff from JCPH
- B. Clinical treatment services for additional Jefferson County high school students
- C. Work collaboratively with local mental health and substance abuse treatment agencies
- D. Accountability of operations to County, State or other funding sources
- E. Health care equipment and supplies
- F. Maintenance of medical records per HIPAA, state and federal requirements