

CONTRACT AMENDMENT NUMBER 1
OCCUPATIONAL HEALTH SERVICES AGREEMENT

Kirkland City Jail

This Contract Amendment Number 1 dated this 30th day of January 2018 entered by and between the Kirkland City Jail and Public Hospital District No. 1 of King County, a Washington municipal corporation d/b/a Occupational Health Services (hereinafter "OHS").

Whereas, the City entered into an agreement with OHS on January 28, 2015 for on-site health services at the Kirkland City Jail; and

Whereas, the City now desires to retain the services of OHS to perform additional services and/or extend the time for performance; and

Whereas, OHS is qualified, willing and able to provide and perform the services if any as described in this Contract Amendment Number 1; and

Whereas, the services to be performed by the consultant are temporary in duration.

Now, THEREFORE, in consideration of the mutual promises and covenants herein contained and of the Agreement, and the Request of Additional Funds to be kept, performed and fulfilled by the respective parties hereto, it is mutually agreed as follows:

PURPOSE

The purpose of this Agreement is for OHS to provide on-site health services at the Kirkland City Jail which has a Sixty-Four (64) bed unit.

IN CONSIDERATION OF THE PROMISES AND MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

1. Responsibilities of OHS.

Occupational Health Services Agmt.
Kirkland City Jail

A. Basic Contract Price Services. OHS agrees to provide the following services for the agreed twelve months of this contract price of One Hundred Ninety-Nine Thousand, Four Hundred Seventy-Two Dollars (\$199,472) starting on 1/01/2018 through 12/31/2018. The second-year annual contract price of Two Hundred Five Thousand, Four Hundred and Fifty-Seven Dollars (\$205,457) starting on 01/01/2019 through 12/31/2019.

i. Routine on-site (i.e., at Kirkland Jail) services provided by a Registered or Licensed Nurse Practitioner Thirty-Four (34) hours per week, and either a Physician Assistant or Advanced Registered Provider up to Two (2) hours per week (schedule to be arranged in advance by the parties). OHS has the sole right, responsibility and authority to select and provide the staff needed to fulfill the terms of this Agreement. During such scheduled visits, OHS shall provide physical examinations at the Kirkland City Jail facilities for inmates, and evaluation and treatment of inmates and police staff for minor medical needs. On-site services shall include:

- a. The cost of prescriptions shall be billed to the Kirkland City Jail.
- b. Blood collection for inmates or as requested for law enforcement purposes.
- c. Office medical supplies used to provide the above services supplied by Kirkland City Jail.

ii. Off-Site Services: Twenty-Four (24) hour, Seven (7) days per week phone consultation service with a Registered Nurse, Physician Assistant, Medical Doctor or an Advanced Registered Nurse Practitioner. Such telephone consultations are limited to the scope of practice of a Registered Nurse, a Physician Assistant, a Medical Doctor or an Advanced Registered Nurse Practitioner, respectively.

B. Services Not Included. Services not provided in the annual price set forth above are additional services not described in Paragraph A, above, including but

not limited to hospitalization, emergency transportation and emergency room visits, physician visits, additional hours or other specialty care. If additional hours are required to provide the necessary medical coverage outlined in Paragraph one then OHS and Kirkland City Jail will renegotiate the additional hours.

C. Services in Addition to Basic Contract Price. OHS agrees to make available the following services at the usual and customary price ("UCP") that OHS charges for them. Exhibit A also lists the services listed that are NOT included in the One Hundred Ninety-Nine Thousand, Four Hundred Seventy-Two Dollars (\$199,472) starting on 1/01/2018 through 12/31/2018 or the second-year annual contract price of Two Hundred Five Thousand, Four Hundred and Fifty-Seven Dollars (\$205,457) starting on 01/01/2019 through 12/31/2019. The UCPs are subject to periodic review and adjustment: (Exhibit A)

D. Professional Qualifications and Liability Insurance. Staff provided by OHS will meet all appropriate licensure requirements and will maintain professional liability insurance coverage in an amount not less than Two Million Dollars (\$2,000,000) per claim.

E. Indemnification/Hold Harmless. OHS shall defend, indemnify and hold the Kirkland City Jail, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, error or omissions of OHS in performance of this Agreement, except for injuries and damages caused by the negligence of the Kirkland City Jail.

2. Responsibilities of Kirkland City Jail.

A. Liability. The Kirkland City Jail assumes all responsibility for any harm to OHS staff while performing the duties specified in this Agreement or while on-site for that purpose, when such harm is caused by negligence on the part of the Kirkland City Jail. OHS shall be responsible for the direct medical care provided to staff and inmates

pursuant to this Agreement. OHS is not required to perform or pay any charges for ancillary services.

B. Medical Records/Consent. All medical records shall be the property of OHS. The Kirkland City Jail is responsible for obtaining or providing the necessary medical consent for the healthcare services provided herein.

C. Payment of Fees. The Kirkland City Jail agrees to pay a total of One Hundred Ninety-Nine Thousand, Four Hundred Seventy-Two Dollars (\$199,472) starting on 1/01/2018 through 12/31/2018. The second-year annual contract price of Two Hundred Five Thousand, Four Hundred and Fifty-Seven Dollars (\$205,457) starting on 01/01/2019 through 12/31/2019 per Exhibit A for the basic contract services outlined above. The Kirkland City Jail further agrees to pay all charges incurred by the Kirkland City Jail for the ancillary services, not included in the basic annual fee, outlined above.

OHS will send a detailed invoice each month, and payment shall be made within Thirty (30) days following receipt of the invoice. In the event that the Kirkland City Jail fails to pay any amount when due, the delinquent amount shall bear interest at the maximum rate of interest allowable by law. Non-payment for services may result in termination of this Agreement, at the discretion of OHS, upon Ten (10) days' notice to the Kirkland City Jail.

D. Indemnification/Hold Harmless. The Kirkland City Jail shall defend, indemnify and hold OHS, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, error or omissions of the Kirkland City Jail in performance of this Agreement, except for injuries and damages caused by the negligence of the OHS.

3. Mutual Responsibilities and Miscellaneous Terms:

A. Term of Agreement/Termination. The term of this Agreement shall be Two (2) years, commencing January 1, 2018 and ending December 31, 2019. The parties shall discuss in good faith any price modifications on or near such December 31, 2019.

Either party may terminate this Agreement at any time, without cause, by providing the other party with at least Ninety (90) days written notice of its intentions. OHS shall be paid as provided hereunder for all services rendered and costs incurred to the date of termination.

B. Confidentiality. Both parties agree that medical records will be handled in accordance with Chapter 70.02 RCW, and will comply with all other existing Washington State and federal confidentiality laws.

C. Dispute Resolution. Should any dispute or disagreement arise over the terms of this Agreement or from the performance thereof, both parties agree to submit the dispute to binding arbitration, in accordance with the rules of the American Arbitration Association.

D. Attorney's Fees. If legal proceedings are instituted by either party regarding this Agreement, the party not prevailing agrees to pay the costs and expenses of litigation, including reasonable attorney's fees of the prevailing party.

E. Assignment. Neither this Agreement nor any right or obligation arising thereunder may be assigned or delegated by either party without the written consent of the other, provided that health services required of OHS hereunder may be provided by OHS contract providers. Nothing in this Agreement shall be construed to imply a joint venture, principal, agent, or employer-employee relationship between the Kirkland City Jail and OHS.

F. Laws of the State. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

G. Primary Contacts. For the purposes of administering this Agreement, the primary OHS contact person is Maria Dakan, Account Manager, or her successor. The primary contact at the Kirkland City Jail is Lieutenant Bob Balkema.

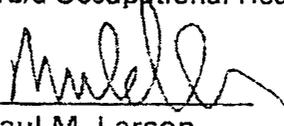
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Kirkland City Jail :

OHS:

Public Hospital District No. 1 of King County,
d/b/a Occupational Health Services

By _____
Tracey Dunlap
Deputy City Manager

By 
Paul M. Larson
Senior Vice President of Ambulatory Services

Matthew J. Mulderfer Paul Larson

ATTEST:

By _____
KIRKLAND CITY JAIL Clerk

FEE SCHEDULE EXHIBIT A	
BASIC PROGRAM COMPONENTS	FEE
Clinical Staff and Services Nurse & Physician Assistant Malpractice Insurance Trained clinicians for back-up/coverage Medical Director Oversight On-site services 36 hours/week (34 hours of nurse and 2 hours of mid-level or physician thru December 31 2019) Injury and illness treatment services 14-day Health Appraisal Exam services (see lab fees below) Administration of vaccinations & TB tests Basic dental services, i.e. tooth blocking & pain relief Triage System Medication Administration Psychiatric Specialist Services	\$199,472/year 2018 (which equates to \$16,622 per month January 1, 2018 through December 31 2018) \$205,457/year 2019 (which equates to \$17,121 per month January 1, 2019 through December 31 2019)
24 hour Telephone Consultation Services Access to clinical staff 24 hours/day, 7 days/week Telephone Consultation Guidelines	Included in annual rate
Policies/Procedures & Clinical Guidelines Operational Policies & Procedures Clinical Protocols, Practice Parameters, & Triage Guidelines	Included in annual rate
Dental Services	Usual and customary rates
Appointment Coordination	Included in annual rate
Ongoing Medical Records Management	Included in annual rate

Initial Photocopying of Records	One time fee at usual and customary rates
Program Set-Up, Management & Medical Oversight <i>Program Set-up</i> Recruiting, Hiring, Credentialing Staff Training Scheduling Medical Records System <i>Operational Maintenance</i> Access to Medical Director and Clinic Director Regular business hours Quarterly Meeting Attendance Ongoing Personnel Management Problem-Solving Identifying Service Gaps <i>Medical Oversight</i> Access to Medical Oversight 24 hours/day, 7 days/week Quarterly Meeting Attendance Quality Assurance Quality Improvement Scope of Practice Monitoring Referral Monitoring	Included in annual rate
ADDITIONAL PROGRAM ELEMENTS	FEE
Supplies & Medication Stocking	No additional charge for inventory monitoring. Actual goods billed at OHS' cost.
Delivery of Medication <i>Daily Delivery of Prescription Medication (Monday-Friday)</i> <i>Weekend and Emergency Deliveries</i>	No additional charge Arranged at a negotiated rate
OPTIONAL SERVICES	FEE
Transportation	No additional charge for coordination responsibilities
Services Not in Jail Health Service Guidelines On-site Physician Services X-Ray Urgent Care Services (available Monday-Friday, 6:00am-6:00pm, at OHS Renton) Emergency Services at VMC's Emergency Department	\$400/hour Usual and customary rates OHS fee schedule (based on the Dept. of Labor and Industries fee schedule) Usual and customary rates