

OCCUPATIONAL HEALTH SERVICES AGREEMENT

Kirkland City Jail

THIS AGREEMENT is made and entered into as of this 28 day of January, by and between the City of Kirkland, a Washington municipal corporation ("Kirkland"), and Public Hospital District No. 1 of King County, a Washington municipal corporation d/b/a Occupational Health Services ("OHS").

PURPOSE

The purpose of this Agreement is for OHS to provide on-site health services at the Kirkland City Jail which is 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.

A. Included Services. OHS agrees to provide the Basic Program Components, Program Set-Up, Management, and Medical Oversight as more fully set forth in the Fee Schedule attached as Exhibit A (which attachment is incorporated by reference) and the following services:

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 right, responsibility and authority to select and provide the staff needed to fulfill the terms of this Agreement subject to the staff passing background and access checks to be administered by the Kirkland Police Department. During such scheduled visits, OHS shall provide physical examinations at the Kirkland City Jail facilities for inmates, and evaluation and treatment of inmates and Kirkland Police Department staff for minor medical needs. On-site services shall also include blood collection for inmates as requested for law enforcement purposes. The cost of prescriptions shall be billed to the Kirkland City Jail. Office medical supplies used to provide the above services shall be 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 prices set forth below 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 A, then OHS and Kirkland City Jail will negotiate the additional hours.

C. Basic Contract Price Services. OHS agrees to provide the services described in Paragraph A for the following contract prices:

February 1, 2015 through December 31, 2015	\$168,971
January 1, 2016 through December 31, 2016	188,940
January 1, 2017 through December 31, 2017	193,663

D. Services in Addition to Basic Contract Price. OHS agrees to make available dental services, other than basic dental services, and the initial photocopying of records at OHS's usual and customary rates as shown on Exhibit A. The usual and customary rates are subject to periodic review and adjustment:

E. Professional Qualifications and Liability Insurance. Staff provided by OHS will meet all appropriate licensure requirements. OHS shall ensure that professional liability insurance is maintained for all licensed healthcare staff, for the duration of this Agreement, in an amount not less than Two Million Dollars (\$2,000,000) per claim. Kirkland shall be named as an additional insured under OHS's insurance. OHS shall furnish Kirkland with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement.

F. 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.

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 OHS monthly on the basis of invoices submitted. 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 OHS.

3. Mutual Responsibilities and Miscellaneous Terms:

A. Term of Agreement/Termination. The term of this Agreement shall be Eleven months (11) and Two (2) years, commencing February 1, 2015 and ending December 31, 2017. The parties shall discuss in good faith any price modifications on or near such December 31, 2017.

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, the parties agree may consider the use of voluntary non-binding mediation. In the event that non-binding mediation is agreed upon, the rules for mediation, the selection of the mediator, and the timetable and procedures for mediation, shall be agreed upon by the parties.

D. Attorney's Fees. If legal proceedings are instituted by either party in connection with 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. Venue for any legal action pertaining to this Agreement shall be in King County.

G. Primary Contacts. For the purposes of administering this Agreement, the primary OHS contact person is Grace Casey, 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.

City of Kirkland

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

By *Marilynne Beard*
Kurt Triplett *Deputy City Manager*
City Manager
1/28/15

By *Paul M. Larson*
Paul M. Larson
Senior Vice President of Clinic Services

ATTEST:

By _____
City 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 2017) 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	\$168,971/eleven months (which equates to \$15,361 per month February 1, 2015 through December 31 2015) \$188,940/year 2016 (which equates to \$15,745 per month January 1, 2016 through December 31 2016) \$193,663/year 2017 (which equates to \$16,139 per month January 1,, 2017 through December 31 2017)
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

<p>Program Set-Up, Management & Medical Oversight</p> <p><i>Program Set-up</i></p> <ul style="list-style-type: none"> Recruiting, Hiring, Credentialing Staff Training Scheduling Medical Records System <p><i>Operational Maintenance</i></p> <ul style="list-style-type: none"> Access to Medical Director and Clinic Director Regular business hours Quarterly Meeting Attendance Ongoing Personnel Management Problem-Solving Identifying Service Gaps <p><i>Medical Oversight</i></p> <ul style="list-style-type: none"> Access to Medical Oversight 24 hours/day, 7 days/week Quarterly Meeting Attendance Quality Assurance Quality Improvement Scope of Practice Monitoring Referral Monitoring 	<p>Included in annual rate</p>
<p align="center">ADDITIONAL PROGRAM ELEMENTS</p>	<p align="center">FEE</p>
<p>Supplies & Medication Stocking</p>	<p>No additional charge for inventory monitoring. Actual goods billed at OHS' cost.</p>
<p>Delivery of Medication</p> <p><i>Daily Delivery of Prescription Medication (Monday-Friday)</i></p> <p><i>Weekend and Emergency Deliveries</i></p>	<p>No additional charge</p> <p>Arranged at a negotiated rate</p>
<p align="center">OPTIONAL SERVICES</p>	<p align="center">FEE</p>
<p>Transportation</p>	<p>No additional charge for coordination responsibilities</p>
<p>Services Not in Jail Health Service Guidelines</p> <ul style="list-style-type: none"> 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 	<p>\$250/hour</p> <p>Usual and customary rates</p> <p>OHS fee schedule (based on the Dept. of Labor and Industries fee schedule)</p> <p>Usual and customary rates</p>