GILA COUNTY DIVISION of HEALTH and EMERGENCY SERVICES

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"Improving the Quality of Life for all Residents"

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into between the Gila County Division of Health and Community Services, Office of Health (the "Office of Health"), a political subdivision of the State of Arizona, and Jean Turney-Shaw, FNP (the "Subcontractor").

WHEREAS, the Office of Health requires the services of a consultant nurse practitioner to assist in the fulfillment of the Counties contract with the Arizona Department of Health Services for Family Planning Services, Contract No. HG86146 (the "ADHS Contract"); and

WHEREAS, the Subcontractor is a nurse practitioner licensed to practice in Arizona; and

WHEREAS, the Office of Health wishes to contract with the Subcontractor for reproductive health consulting and physical examination services as described herein, and the Subcontractor is willing to provide such services upon the terms and conditions set forth herein,

NOW, THEREFORE, the parties agree as follows:

1. **Term.** This Agreement shall commence as of 1 January 2011 (the "Effective Date") and shall continue in effect through 31 December 2011 unless sooner terminated as provided in Section 10.

2. **Services.** The Subcontractor shall provide reproductive health consulting and physical examination services and shall sign routine standing orders and review medical protocols related to family planning, all in accordance with the ADHS Contract and under the general direction of the Health Director of the Office of Health. The Subcontractor acknowledges receipt of a copy of the ADHS Contract and understands and agrees that all services hereunder shall be provided in strict compliance with the ADHS Contract. All services shall be provided in accordance with the professional and ethical standards applicable to Registered Nurses and Certified Family Nurse Practitioners.

   - Provide the Gila County Division of Health and Community Services a copy of her current certifications and licensure requirements, current immunizations, current CPR card, and copies of all classes and certifications necessary to fulfill her responsibilities as the Nurse Practitioner.
   - Work collaboratively with a physician for consultation or referral on an as-needed basis.
   - Sign an affidavit stating she/he has never been convicted of a felony or misdemeanor involving moral turpitude.
   - Attend the annual site visit by the state
   - Follow all policies and procedures as defined by the Arizona Department of Health Services, Reproductive Health/Family Planning Program Policy and Procedure Manual.
   - Provide the Gila County Division of Health and Community Services a list of clients and all data necessary for the quarterly quality assurance reports monthly, along with an invoice for services provided that month by the 10th day of the following month.

- He/She will be paid per diem for the following tasks, as defined in the Reproductive Health/Family Planning Program, Policy and Procedure Manual, not to exceed $15,000.00 during the course of this agreement.

3. **Compensation.** As full and complete compensation for the services to be provided hereunder, the Office of Health shall pay to the Subcontractor a monthly fee of:
   - Initial and annual exams $50.00 per visit
   - Return/follow-up visits $25.00 per visit

   At the end of the first month that this Agreement is in effect and at the end of each month thereafter, the subcontractor will submit to Gila County a demand in the amount of the monthly fee. Payment shall be made directly to the Subcontractor in accordance with the County's standard procedures for processing demands.

4. **Independent Contractor.** In providing services hereunder, the Subcontractor is an independent contractor. The Subcontractor shall not be deemed an employee of the Office of Health and shall not be entitled to any benefits provided to the Office of Health Employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Subcontractor.

5. **Insurance.** The Subcontractor shall maintain in force during the term of this Agreement, at the Subcontractor's expense, professional liability insurance, in the amount of no less than $1,000,000 per occurrence and such other insurance as the Office of Healths' Risk Manager may reasonably require. The Subcontractor shall provide the Office of Health with certificates of insurance evidencing all required policies and shall notify the Office of Health of any cancellation or decrease in the amount of coverage at least 30 days before the effective date of such cancellation or decrease.

6. **Compliance with Laws.** The Subcontractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder. All federal and state laws required to be incorporated into the Agreement shall be enforced as though fully set forth herein.

7. **Professional Licenses.** The Subcontractor shall maintain in force throughout the term of this Agreement any and all licenses, permits and accreditations required for the Subcontractor to provide services hereunder. The Subcontractor shall notify the Office of Health and shall immediately cease performance hereunder if any such license, permit or accreditation is suspended or revoked.

8. **Reports and Records.** The record on a client at the time of physical examination and all other client records shall be retained in the Office of Health Office. The Subcontractor is familiar with all record-retention and confidentiality requirements set forth in the ADHS Contract and applicable federal and state laws and shall strictly comply with all such requirements in handling client records and information.

9. **Indemnification.** To the fullest extent allowed by law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omissions in the performance of this Agreement. The Indemnitor's negligent acts, errors, mistakes or omissions in the performance of this Agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).

10. **Termination.** This Agreement shall terminate immediately and automatically upon the termination of the ADHS Contract for any reason. In addition, either party may terminate this Agreement for any reason upon 30 days prior written notice to the other party. In addition, the District may terminate this Agreement upon written notice if the Subcontractor fails to cure any default in performance within ten days after delivery of a written notice of default by the District. This Agreement is also subject to cancellation pursuant to ARS §§ 38-511 (concerning conflicts of interest).

11. **Non-Assignment.** The Subcontractor shall not assign any right or interest in this Agreement without the Office of Health's prior written approval, nor shall the Subcontractor delegate or subcontract any duty hereunder without the District's prior written approval. Any purported assignment, delegation or subcontract without the District's prior written approval shall be void.

12. **Relationship of Parties.** The subcontractor is an independent contractor of the County. She represents that she has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. It is further agreed by Jean Turney-Shaw that she shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither the subcontractor nor any employee of the subcontractor shall be deemed an officer, employee, or agent of the County.

13. **NON APPROPRIATIONS CLAUSE.** The subcontractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to the subcontractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure.

14. **ENTIRE CONTRACT CLAUSE.** The subcontractor and the County have read this contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties.

15. **NON-WAIVER OF ENFORCEABILITY.** Failure of the County to enforce, at any time, any of the provisions of this contract, or to request at any time performance by the subcontractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

16. **GOVERNING LAW.** Both parties agree that this contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this contract shall be the Superior Court of the State of Arizona. The parties agree that even if this contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this contract by this reference as though they were specifically listed herein.

17. **ANTI-TERRORISM CERTIFICATION.** Pursuant to A.R.S. §§ 35-391 through 35-393.06, the subcontractor certifies by signing this Contract that she/he does not have scrutinized business

operations in Iran or Sudan and that it is in compliance with the Export Administration Act and not on the Excluded Parties List.

18. LEGAL ARIZONA WORKERS ACT COMPLIANCE. The subcontractor hereby warrants that he will at all times during the term of this Contract comply with all federal immigration laws applicable to the subcontractor and employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). The subcontractor shall further ensure that each subcontractor who performs any work for her/him under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Dr. Durham and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Jean Turney-Shaw or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting the subcontractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Jean Turney-Shaw shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Jean Turney-Shaw shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:
"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the subcontractor.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GILA COUNTY DIVISION OF HEALTH AND COMMUNITY SERVICES

By _____
Michael A. Pastor
Chairman, Board of Supervisors

Approved as to form: _____
Bryan Chambers Date
Chief Deputy C.A.

SUBCONTRACTOR

Jean Turney-Shaw, FNP
Signature
Jean Turney-Shaw, FNP