

David Fletcher
Director

Judy Smith
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GILA COUNTY DIVISION of HEALTH and COMMUNITY SERVICES

1400 E. Ash Street, Globe, AZ 85501

(928) 425-3189

"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 Christine McCown, R.N. (the "Subcontractor").

WHEREAS, the Office of Health requires the services of a Registered Nurse to assist in the fulfillment of the District's contract with the Arizona Department of Health Services for Community Health Nursing, Contract No. HP461413-014 (the "ADHS Contract"); and

WHEREAS, the Subcontractor is a Registered Nurse licensed to practice in Arizona; and

WHEREAS, the Office of Health wishes to contract with the Subcontractor for Community Health Nursing 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 July 1, 2010 (the "Effective Date") and shall continue in effect through 30th of June 2011 unless sooner terminated as provided in Section 10.
2. **Services.** The Subcontractor shall provide Community Health Nursing, all in accordance with the ADHS Contract and under the general direction of the Health Services Program Manager 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.
 - 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 Community Health Nurse.
 - Conduct the home visits in Gila County including the Globe/Miami and Payson areas for the NICP program
 - Provide all tools except for the patient charts
 - Provide the Gila County Division of Health and Community Services a list of visits and all data necessary for the quarterly quality assurance reports monthly, along with the bill for services provided that month by the 10th day of the following month.
 - Review charts and patient status at least bi-monthly
 - Provide the Gila County Division of Health and Community Services a copy of his/her current nursing license, current CPR card, and copies of all classes and certifications necessary to fulfill his/her responsibilities as the NICP Nurse
 - Attend trainings/meetings specific for NICP program as specified by GCDHCS and/or ADHS
 - Attend the annual site visit by the state
 - Follow all policies and procedures as defined by the Arizona Department of Health Services, NICP Program
 - He/She will be paid per diem for the following tasks, as defined in the NICP policy and procedure manual, (this includes all fees, mileage, etc), not to exceed \$3,663.00 during the course of this agreement.

3. **Compensation.** He/She will be paid per diem for the following tasks, as defined in the NICP policy and procedure manual, (this includes all fees, mileage, etc), not to exceed \$3,663.00 during the course of this agreement.

- o Local Visits \$125.00 per visit
- o Out-of-Town \$150.00 per visit
- o Interim Visits \$ 75.00 per visit
- o Shadow Visits \$ 75.00 per visit
- o NICP/Training \$200.00 per day
- o Newborn Screening Visits \$125.00 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 Health's 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. Anti-Terrorism Warranty

Pursuant to A.R.S. §35-397 the SUBCONTRACTOR certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

13. Legal Arizona Workers Act Compliance

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 employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws").

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

Any breach of 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 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 SUBCONTRACTOR.

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

GILA COUNTY DIVISION OF HEALTH AND COMMUNITY SERVICES

By _____
Chairman, Board of Supervisors

SUBCONTRACTOR

Signature
Christine McCown, RN
Printed Name

Bio- Terrorism Prevention	Community Action	Environmental Health	GEST
Housing Rehabilitation	Nursing Services	Nutrition Services	Public Fiduciary
Rabies Control	REPAC	Section 8 Housing	Weatherization Program
Workforce Investment Act			

Reasonable accommodations for persons with disabilities may be requested.