

NAVAJO COUNTY AGENDA ITEM REQUEST FORM

Meeting Date: 03-24-16	Time Needed: 1 min.										
Requesting Department: Health	Presenter(s) Name: Mary Herring/John Zimmerman										
Motion before the Board: Consider and approve the Professional Service Agreement between Navajo County Public Health Services District and Kristi Wahl effective March 24, 2015 to June 30, 2016 in the amount of \$35.00 per hour.											
Recommendation: Approve											
Background: The Navajo County Nursing program would like to contract with Kristi Wahl to provide nursing services on an as needed basis. This allows the health district to continue to provide nursing services to the community. This contract would provide for licensed Registered Nurse to work on the district's heaviest work days such as Immunization clinics and Family Planning program.											
Fiscal Impact: This contract will compensate Kristi Wahl at the rate of \$28.00 per hour and would come from district funds.											
Reviewed and approved by:	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">County Manager</td> <td style="text-align: center;">County Attorney</td> <td style="text-align: center;">Human Resources</td> <td style="text-align: center;">Finance</td> <td style="text-align: center;">IT</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	County Manager	County Attorney	Human Resources	Finance	IT	<input type="checkbox"/>				
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Board Action Taken <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Approved</td> <td style="text-align: center;">Denied</td> <td style="text-align: center;">No Action</td> <td style="text-align: center;">Continued</td> <td style="text-align: center;">Continued to:</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">_____</td> </tr> </table>		Approved	Denied	No Action	Continued	Continued to:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Approved	Denied	No Action	Continued	Continued to:							
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____							
Approved with changes as follows: _____											
Clerk's Notes											
Date:	Initial:										

REMINDER: Email this coversheet and all backup documentation to **BOS.Clerk** by **Noon the Tuesday** before the BOS meeting.



NAVAJO COUNTY PUBLIC HEALTH SERVICES DISTRICT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into between the Navajo County Public Health Services District (the “District”), a political subdivision of the State of Arizona, and Kristi Wahl, RN, BSN (the “Subcontractor”).

WHEREAS, the district requires the services of registered nurses to assist in the fulfillment of the District’s contract with the Arizona Department of Health Services for the administration of vaccines and program deliverables per Contract # ADHS 13-041545, as well as administration of client services and program deliverables for Contract #'s (TB) ADHS 13-049255, (STD) ADHS 14-071223, (HIV) ADHS 13-036900 and (Family Planning) ADHS 13-03454.

WHEREAS, THE Subcontractor is a registered nurse licensed to practice in Arizona; and

WHEREAS, the District wishes to contract with the Subcontractor for administration, tracking, documentation, etc of vaccines 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 March 1, 2015 (the “Effective Date”) and shall continue in effect through December 31, 2015 unless sooner terminated as provided in Section 10.
2. **Services.** The Subcontractor shall administer vaccines and other nursing services per standing orders and document all vaccinations/medications issued. As well as perform education, vaccine monitoring/tracking & all other duties relevant to nursing duties outlined in the original contracts, all in accordance with the ADHS Contracts and under the general direction of the Public Health Nursing Supervisor. The Subcontractor acknowledges receipt of a copy of the ADHS Contracts and understands and agrees that all services hereunder shall be provided in strict compliance with the ADHS contracts. All services shall be provided in accordance with the professional and ethical standards applicable to Registered Nurses in the state of Arizona. The subcontractor shall be required to perform duties as outlined in the Public Health Nurse job description.

Services shall be provided on an as needed basis, determined by public demand. The parties shall agree upon a mutually satisfactory schedule.

3. **Compensation.** As full and complete compensation for the services to be provided hereunder, the District shall pay to the Subcontractor a fee of \$35 per hour.

At the end of each month, the Health District will submit to Navajo 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 District for services provided under this contract and shall not be entitled to any benefits provided to the District 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 for services relevant to this contract.
5. **Insurance.** The Subcontractor shall maintain in force during the term of this Agreement, at the Subcontractor's expense, professional liability insurance. The Subcontractor shall provide the District with certificates of insurance evidencing all required policies and shall notify the District 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 series 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; ie RN license, CPR certification and fingerprint clearance. The Subcontractor shall notify the District and shall immediately cease performance hereunder if any such license, permit or accreditation is suspended or revoked. The contractor shall hold a valid driver's license; meet all Navajo County driving requirements/policies to operate a county vehicle.
8. **Reports and Records.** The records on a client at the time services are issued and all other client records shall be retained in the District 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 duty to defend, hold harmless and indemnify the indemnitees shall arise in connection with any calaim, 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(s) 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 District'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.

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

NAVAJO COUNTY PUBLIC HEALTH SERVICES DISTRICT

By _____
Chairman, Board of Directors

and

By _____
Health Director

SUBCONTRACTOR

Kristi Wahl, RN, BSN

