



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8392 Fax: (520) 432-8397 Website: www.cochise.az.gov

Professional Services Agreement

Jail Detainee Medical Hospital Services

Agreement No. 12-21-HEA-03

THIS AGREEMENT is made and entered into this 1st day of August, 2012 by and between COCHISE COUNTY, hereinafter referred to as the **COUNTY**, and **COPPER QUEEN COMMUNITY HOSPITAL**, hereinafter referred to as the Contractor.

I. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide the services described in **Exhibit A attached**.

II. COMPENSATION AND METHOD OF PAYMENT

In consideration of the performance of the services described in the Scope of Services, the County shall pay the Contractor in accordance with the fee schedule negotiated prior to agreement execution, attached herein as *Exhibit "B", Fee Summary*. Pricing shall remain firm for agreement period of August 1, 2012 through July 31, 2013 and shall not be subject to further negotiated discounts.

****Contractor shall provide an itemized cost breakdown for the provided services.****

The County will pay the Contractor following the submission of itemized Form UB-04 for the services rendered. No payment shall be issued prior to receipt of materials or services and a correct invoice. Each invoice must bear written certification by an authorized County representative confirming the services and materials for which payment is requested have been performed. County agrees to pay all properly documented invoices for accepted work within thirty (30) days of receipt.

All notices, invoices and payment shall be made in writing and may be delivered by personal delivery or by mail. The designated recipients for such notices, invoices and payments are as follows:

Contractor: James J. Dickson, CEO
Copper Queen Community Hospital
101 Cole Ave.
Bisbee, Arizona 85603
(520) 432-6400

County: Mary Gomez
Cochise County Health Department
1415 Melody Lane, Bldg "A"
Bisbee, AZ 85603
(520) 432-9609

III. DURATION, TERMINATION, AND RENEWAL

The Contractor has been cautioned not to commence any billable work or to provide any material or services under this agreement until Contractor receives a purchase order, or is otherwise directed to do so in writing by the County Procurement Director. The Contractor shall complete all work to the satisfaction of the County in accordance with the Scope of Services.

This Agreement shall be in effect from **August 1, 2012 through July 31, 2013**; extension(s) for additional years' service agreement may be entered into upon agreement by both parties.

The initial term of this Agreement is for twelve months (12) months from the date of its execution. The Agreement may be renewed in one (1) year increments not to exceed 4 years, upon agreement of both parties in writing at which time a renewal agreement will be executed. Renewal process must be done within one (1) month prior to agreement deadline but no later than five (5) days before the expiration of the Agreement.

Either party reserves the right to immediately terminate, with or without cause, the whole or any part of this Agreement due to failure of either party to carry out any term, promise, or condition of this Agreement. If this Agreement is terminated, the County shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

The County may, by written notice to the Contractor, cancel this Agreement if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the County.

The County reserves the right to cancel the whole or any part of this agreement due to failure of the Contractor to carry out any term, promise or condition of the Agreement. The County will issue a written ten (10) day notice of default to the Contractor for acting or failing to act any of the following, in the opinion of the County:

- A. Contractor provides personnel who do not meet the requirements of the Agreement;
- B. Contractor fails to adequately perform the stipulations, conditions, or services/specifications required in the Agreement;
- C. Contractor attempts to impose on the County personnel, materials, products, or workmanship that is not of an acceptable quality;
- D. Contractor fails to furnish the required service and/or product within the time stipulated in the Agreement;
- E. Contractor fails to make progress in the performance of the requirements of the Agreement and/or gives the County a positive indication that Contractor will not or cannot perform to the requirements of the Agreement.

IV. ENFORCEMENT, JURISDICTION, LAWS AND ORDINANCES

This Agreement shall be enforced under the laws of the State of Arizona. Contractor must comply with all applicable federal, state, and local laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein.

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

V. INDEPENDENT CONTRACTOR

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint ventures, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

The County will not provide any insurance coverage to the Contractor including Workmen's Compensation coverage.

VI. MODIFICATIONS

This Agreement may only be modified by a written amendment signed by persons duly authorized to enter into agreements on behalf of the County and the Contractor.

VII. WAIVER

The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other which is in violation of the terms of this agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

VIII. INDEMNIFICATION

To the fullest extent permitted by law, Cochise County, a political subdivision of the State of Arizona and Contractor each agree to indemnify the other and defend, and hold harmless its board members, officers, employees, agents and other officials from all claims, damages, losses, and expenses, including but not limited to attorney's fees, court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services under this Agreement, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Cochise County or Contractor, or anyone for whose acts Cochise County or Contractor may be liable. Each party reserves the right, but not the obligation, to participate in defense without relieving the other of any obligation hereunder.

The amount and type of insurance required shall not in any way be construed as limiting the scope of the indemnification set forth above.

IX. INSURANCE:

The Contractor agrees to obtain insurance coverage of the types and amounts required in this section and keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage on any policy.

The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies shall include Cochise County as an additional insured with respect to liability arising out of the performance of this aAgreement. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the County will be excess and not contributing. The Contractor shall provide and maintain minimum insurance levels as follows:

Coverage Afforded	Limits of Liability
Workers' Compensation	Statutory
Employer Liability	\$1,000,000
Commercial General Liability to Include Premises and Operations	\$1,000,000 each occurrence
Product and Completed Operations	\$2,000,000 aggregate
Blanket Agreement	
Broad Form Property Damage	
Personal Injury	
Commercial Automobile Liability to include: Owned Non-owned Leased Hired Vehicles	\$1,000,000 each occurrence & aggregate
Medical Malpractice	\$1,000,000 each occurrence \$2,000,000 aggregate

Contractor shall present to the County written evidence (Certificate of Insurance) of compliance with required coverage as listed above. Said evidence shall be to the Procurement Director's satisfaction.

It shall be considered a material breach if the Contractor fails to maintain insurance coverage as detailed above, to include the County designated as Additional Insured, and shall, at the sole discretion of the County, be grounds for immediate termination of the Agreement.

X. MISCELLANEOUS PROVISIONS

No assignment of this Agreement or subcontract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Procurement Department. All sub Contractors shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the sub-Contractor were the Contractor referred to herein. The Contractor is responsible for agreement performance whether or not sub-Contractors are used.

The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the aAgreement. Persons requesting such information must be referred to the County.

All services, information, computer program elements, reports, and other deliverables which may have a potential patent or copyright value and which are created under this Agreement shall be the property of the County and shall not be used by the Contractor or any other person except with the prior written permission of the County.

This Agreement is subject to the provisions of A.R.S. Sec. 38-511.

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

XII. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

Contractor hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Contractor shall further ensure that each sub Contractor who performs any work for the Contractor under this agreement likewise complies with the state and federal Immigration Laws.

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

Any breach of the Contractor's or any sub Contractor'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 agreement subjecting the Contractor to penalties up to and including suspension or termination of this Agreement. If the breach is by a sub Contractor and the subcontract is suspended or terminated as a result, the Contractor 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 sub Contractor, (subject to County approval if Minority Women Business Enterprise preferences apply) as soon as possible so as not to delay project completion.

The Contractor shall advise each sub Contractor of the County's rights, and the sub Contractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

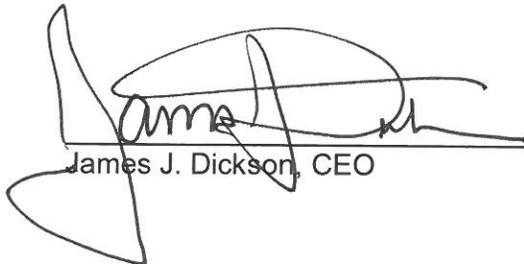
"The Sub Contractor hereby warrants that it will at all times during the term of this agreement comply with all federal laws applicable to the Sub Contractor's employees and with the requirements of A.R.S. §23-214(A). The Sub Contractor further agrees that the County may inspect the Sub Contractor's books and records to insure that the Sub Contractor is in compliance with these requirements. Any breach of this paragraph by the Sub Contractor will be deemed to be a material breach of this aAgreement subjecting the Sub Contractor to penalties up to and including suspension or termination of this aAgreement."

Any additional costs attributable directly or indirectly to remedial action under this Section shall be responsibility of the Contractor. In the event that remedial action under this Section results in the delay of one or more tasks on the critical path of the Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the Contractor shall be entitled to an extension of time, but not costs.

This Agreement represents the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous verbal and written agreements.

Copper Queen Community Hospital

Cochise County :


James J. Dickson, CEO _____ Date

David Seward, Procurement Director _____ Date

Cochise County Attorney _____ Date

Richard Searle, Chair _____ Date
Board of Supervisors

ATTEST:

Katie Howard _____ Date
Clerk of the Board

EXHIBIT "A" - SCOPE OF SERVICES

1.0 General Requirements:

The Contractor shall fulfill the following requirements:

1.1 Evaluation and Treatment:

- The Contractor shall maintain a reporting system such that activity related to the Agreement can be specifically identified and reconciled with the Cochise County Health Department information to assure accurate measurement.
- The Contractor shall promptly notify the Health Department of any and all agreement physicians who lose practice privileges at the Contractor's facility.
- The County shall be invoiced within fifteen (15) business days of service.
- All Claims shall include an explanation of benefits if other insurance is available. The County will pay any co-payments or deductibles in these cases. The County is the payer of last resort.
- The Contractor shall cooperate with County on cases where the care may appear to be excessive or inordinate.

2.0 Medical Service Requirements:

The Contractor shall provide appropriate medical services in the proper medical environment. These medical services shall consist of the following:

2.1 Laboratory and/or X-ray:

Contractor shall provide laboratory and/or x-ray studies necessary for diagnosis and treatment.

2.2 Medication:

Medications specific to the treatment plan in unit dosage sufficient to meet the detainee's needs shall be provided until pharmacy services are available the next working day. County will follow discharge instruction from Contractor physician(s).

2.3 Out-patient Services:

Outpatient services shall consist of authorized urgent care, emergency care and evaluations and diagnostic services. These services shall include but are not limited to:

- Radiology (x-ray, CT scans, ultrasound and all diagnostics)
- Laboratory services
- Respiratory services (EKG, treatments, etc.)

2.4 In-Patient Services:

In-patient services shall include general medical, general surgical and ancillary procedures that shall include but not be limited to:

- Admissions (all detainees must be admitted to the services of the agreement PCP or his/her back-up)
- Pharmacy
- Radiology as listed in Section 2.3
- Ambulatory surgery
- Surgical and recovery services
- Laboratory services
- Emergency psychiatric services including assessment, observation and hold

3.0 Licensure/Certification Requirements:

Failure to maintain the listed licensure/certification requirements is cause for termination of the agreement. The Contractor shall maintain at all times:

- License issued by the State of Arizona to operate as a hospital

4.0 Security Requirements:

The detainee will be under the control of the Cochise County Sheriff's Department detention officers at all times.

4.1 Existing Facilities:

- A security room shall be provided that meets or exceeds the following requirements:
- One entrance into the security room by means of a metal bar door
- Metal doors shall be secured by detention officers with lock and key supplied by the Cochise County Sheriff's Department.
- The room shall have access to a restroom with a single door.

4.2 New Facilities:

- Maximum rated capacity of one detainee.
- Seventy (70) square feet of floor space with no less than seven (7) feet between walls and no less than eight (8) feet between the floor and ceiling.
- Stationary bed
- Toilet facilities
- Wash basin with hot and cold running water

- Lighting of at least thirty (30) foot candles that is both occupant and centrally controlled
- Circulation of at least ten (10) cubic feet per minute of fresh or purified air
- Acoustics that ensure noise levels that do not interfere with normal human activities
- Bunk, desk, shelf, storage space and chair or stool
- Natural Light
- Vandal resistant fixtures that provide for the basic needs of the occupant, designed to prevent injury to the confined person

5.0 In-Jail Visits:

Coordinate and provide medical services to include evaluation, screening, examination, diagnosis, treatment and referral at a standard equal to that available in the community at the Cochise County Jail.

- Scheduled medical care (Sick Call) at the Cochise County Jail one (1) day per week and a second day as needed...
- Medical services in the Contractor's office between scheduled sick call hours.
- Perform physical assessments/examinations as needed.
- Prescribe, review and monitor medications as indicated, and in agreement with Jail Medical Services Policies and Procedure and Formulary.
- Document medical findings, treatments and referrals.
- Assist Jail Medical Services Coordinator, or designee, with hospital inpatient utilization review, hospital emergency room usage, all specialty service referrals and all issues related to the Jail Medical Services Program. Provide telephonic consultation, advice and support to the medical staff at the Cochise County Jail, sign and assist with writing Policies and Procedures and Standing Orders.
- Telephonic consultation, advice and support will be prorated at the quarter hour after the first five minutes (6 minutes to 15 minutes = one quarter, 16 minutes to 30 minutes = one half, etc.)

EXHIBIT "B" – FEE SUMMARY

Payment for services shall reflect AHCCCS billing charges for all U.S. Citizens and a discount of 45% of billed charges for all non-citizens.

One unit/hour per visit will be paid at \$125.00 per hour

Cochise County agrees to pay a minimum of one (1) hour for each visit to the Cochise County Jail. Visits for sick call will take place at a minimum of one (1) days per week.