

Professional Services Contract

THIS AGREEMENT, entered this 3rd day January 2017, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Legacy Salmon Creek Medical Center, after this called "Contractor."

WITNESSETH

WHEREAS, County does not have available staff nor the expertise to provide such services for the benefit of the services of Clark County,

NOW, THEREFORE, THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. *The Contractor shall, through its employee, Kimberly Copeland, M.D., perform services for Clark County, as more particularly set out in the attached proposal attached hereto and incorporated herein by this reference as Exhibit "A."*

2. Time. *The contract shall span over a twenty-three month period and be deemed effective beginning January 3, 2017 and ending December 31, 2018.*

3. Compensation. *County shall pay the Contractor for performing said services upon receipt of a written invoice according to the following schedule:*

A. Fee for service: \$300 per hour for medical child abuse evaluation consultation requested by County staff and performed by Contractor. Invoices must be received the 10th working day of the month following the end of month in which the service was provided. The number of hours of service provided date(s) of service, and case number will be indicated on the invoice.

B. The parties mutually agree to a maximum of \$10,000 during the timeframe of this agreement unless prior written approval is given by County. Reimbursement for service is dependent upon the availability of County funding.

C. Payments shall be directed to:

Legacy Salmon Creek Medical Center
P O BOX 5939
Portland, OR 97228

Payments should include the following information:

Salmon Creek Pediatric Specialists LOC 600 3884
Salmon Creek Tax ID: 33-1065485
GL Category: 684900, "Other Revenue, Physician Work"
PHYSICIAN: Kim Copeland, MD, FAAP
Site Medical Director, Child Abuse Physician Specialist

4. Termination. The County may terminate this contract immediately upon any breach by Contractor in the duties of Contractor as set forth in contract. The waiver by the County of one or more breach shall not be held or construed as a waiver of any subsequent breach or breaches. Further, County may terminate this contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination. The County or Contractor may terminate this contract for any reason upon thirty (30) days' notice to the other party.

5. Independent Contractor. The Contractor shall always be an independent contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

6. Indemnification Clause. The Contractor does release, indemnify and promise

to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the County. Provided, however, this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agents.

. 7. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is not or may during the term of this agreement be enacted as to all persons employed by the

Contractor in performance of the work pursuant to this agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Insurance: *The Contractor shall also provide to Clark County proof of a self-insurance program to protect against legal liability arising out of activity under this Agreement. Such insurance shall provide a minimum of \$1,000,000 per occurrence and \$2,000,000 annual aggregate limit. Contractor will not use motor vehicles in conducting activities under this Agreement.*

9. Contract Documents: *Contract documents consist of this agreement and Exhibit "A". Where provisions of the contract and provisions of the Proposal for Professional Services are inconsistent, the provision contained in the contract shall be controlling.*

10. Equal Employment Opportunity: *The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, marital status or national origin.*

11. Changes: *County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be incorporated in the written amendments to the Agreement.*

12. Governing Law. *This agreement shall be governed by the laws of the State of*

Washington. Venue for any litigation shall be Clark County, Washington.

13. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, Contractor agrees to keep such information confidential.

14. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. This Contract further covenants that in the performance of this agreement, no person having such interest shall be employed.

15. Consent and Understanding. This agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, agreement, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

16. Severability. If any provision of this agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this agreement on the date first above written.


CLARK COUNTY



Mark McCauley
Clark County Administrator
Manager

APPROVED AS TO FORM ONLY

**LEGACY SALMON CREEK MEDICAL
CENTER**



Anthony Golik,
Clark County Prosecuting Attorney
Officer

Lewis L. Low, M.D.
Senior Vice President & Chief Medical

EXHIBIT A

Scope of Work

PURPOSE

County seeks to utilize Contractor's expertise in medical child abuse evaluation and treatment to provide consultation to the multidisciplinary team on findings and advice on issues of medical concern related to possible, or determined, incidents of child abuse.

SERVICES

Contractor, through its employee, Kimberly Copeland, MD, will join in partnership with County's multidisciplinary team at the Arthur D. Curtis Children's Justice Center with recognition for her expertise in this field of medicine for case conferencing and/or consultation related to medical concerns that are relevant to child abuse cases. Medical consultation for County staff is on a case-by-case basis and may, or may not include, a request for child examination and medical advisement.

DESIRED OUTCOMES

- Medical expertise is available for County's child abuse response team to promote and assist in accurate medical fact-finding
- Ameliorate the negative health-related effects of child abuse through skillful medical evaluation, quality health care for victims in our community and responsive medical consultation