



## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of October 2020, by and between **SNOHOMISH HEALTH DISTRICT**, a Municipal Corporation, hereinafter referred to as “SHD,” and **WASHINGTON POISON CENTER**, an independent Contractor, hereinafter referred to as “the Contractor.”

### **1. TERMS AND CONDITIONS**

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text and exhibits of this Agreement. The term of this agreement is October 1, 2020, to September 30, 2021.

### **2. SERVICES**

Contractor shall perform/provide to SHD a 24/7 answering service for support of afterhours and weekend/holiday calls regarding public health services and supply data requests from SHD per the specifications and conditions described in attached Exhibit 1 entitled “Statement of Work.”

### **3. BILLING AND REIMBURSEMENT PROCEDURES**

The Contractor will provide detailed invoices to SHD. Upon their approval, SHD will remit to the Contractor the face value of the invoice within 35 days of receipt of the invoice.

### **4. SUBCONTRACTING**

The Contractor shall not subcontract, assign or delegate any rights or obligations under this agreement, either in whole or in part, without the prior written approval of SHD.

### **5. INSURANCE**

- A. Contractor shall, at its own expense, obtain and keep in force insurance as specified in Exhibit 2 attached until completion of this contract. Proof of applicable insurance is attached to this document.
- B. Where SHD has provided written approval of a subcontractor, Contractor shall include all subcontractors as insured under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor’s liability or responsibility.
- C. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by SHD.

### **6. INDEMNIFICATION/HOLD HARMLESS**

The Contractor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the negligence of the District.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

**7. CONFIDENTIALITY OF INFORMATION:**

Contractor acknowledges that SHD's activities and services to individuals may involve privileged or extremely confidential information. Contractors shall maintain information secured in the course of carrying out this Agreement with due regard to the strictest confidence and safe guards of information. Contractor and its employees as well as approved subcontractors understand that any violation of confidentiality of client information, whether intentional or due to negligence and if the same results in any claim, damages, losses, costs and expenses to SHD, shall be the subject to the indemnification and hold harmless provisions of this agreement. Further, certain information and in some cases disclosure of client information may be subject to other laws of confidentiality punishable as an offense and/or monetary criminal offense.

**8. VENUE STIPULATION**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be Snohomish County.

**9. AGREEMENT ALTERATIONS AND AMENDMENTS**

SHD and the Contractor may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the respective parties.

**10. EXTENSION OR TERMINATION**

- A. Except as otherwise provided in this Agreement, Snohomish Health District may extend this Agreement in increments of one year periods up to a total of three years upon thirty (30) days written notification and acceptance of the Contractor.
- B. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

**11. SAVINGS**

In the event funding for this Agreement is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to expiration, SHD may terminate this contract immediately, subject to renegotiation under those new funding limitations and conditions.

**12. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this

Agreement, which can be given effect without the invalid provisions, and to this end the provisions of this Agreement are declared to be severable.

### 13. NOTICES

Unless otherwise directed in writing, notices, reports and payments shall be delivered to the following addresses:

SNOHOMISH HEALTH DISTRICT  
3020 Rucker Avenue, Suite 308  
Everett WA 98201-3900

Washington Poison Center  
155 NE 100<sup>th</sup> Street, Suite 100  
Seattle, WA 98125-8007

### 14. DEBARMENT

Contractor certifies that the Contractor has not been: (i) charged with a criminal offense in connection with obtaining, attempting to obtain, or performing of a public (Federal, state or local) contract or subcontract, (ii) listed by a federal governmental agency as debarred, (iii) proposed for debarment or suspension or otherwise excluded from federal program participation, (iv) been convicted of or had a civil judgment rendered against them regarding dishonesty or breach of trust, including but not limited to, the commission of a fraud including mail fraud or false representations, violation of a fiduciary relationship, violation of Federal or state antitrust statutes, securities offenses, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property, or (v) within a three (3) year period preceding the date of this agreement, had one or more public transactions (federal, state or local) terminated for cause or default.

### 15. ALL WRITINGS CONTAINED HEREIN

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**SNOHOMISH HEALTH DISTRICT**

**WASHINGTON POISON CENTER**

\_\_\_\_\_  
Shawn Frederick, MBA  
SHD Administrative Officer

Date

\_\_\_\_\_  
Katie Von Derau, RN, CPN  
Managing Director

Date

## **EXHIBIT 1 STATEMENT OF WORK**

### **AGENCY-WISE 24/7 CALL SUPPORT**

Contractor will provide agency-wise 24/7 call support for afterhours and weekend/holiday calls. This portion of the agreement will be reviewed annually to determine appropriate compensation based on volume, including calls handled by Contractor based on their expertise.

Contractor will provide the following for call support:

- After-hours telephonic support for SHD from the hours of 5PM to 8AM Monday through Friday and 24-hour coverage on weekends (Friday 5PM to Monday 8AM) and holidays (see holiday schedule).
- A designated phone line into the Contractor that SHD may forward the after-hours line to with an initial message describing that the caller has reached the after-hours or weekend line.
- Staff support to manage the phone lines utilizing Contractor staff triaging calls according to SHD script and routing to appropriate number.
- Documentation of calls in the Contractor's electronic medical record system in a timely manner.
- Reports to SHD weekly, sent via encrypted email, except where noted in disease protocols.
- Clinical expertise as needed upon agreement with SHD concerning cases, which draw upon the expertise of the poison specialists.
- Monthly invoices based on \$75/case reported to Contractor.

SHD will provide the following for call support:

- Script to triage calls with updates sent regularly to Contractor.
- Review of reports to determine script improvements.
- Collaboration with Contractor staff to identify types of calls that Contractor's clinical expertise can handle appropriately.
- Contact for Contractor phone line issues during Contractor answering service hours

Contractor will provide the following services:

- Four (4) data requests per year from Snohomish Health District

SHD Holiday Schedule:

2020

<b>Date</b>	<b>Holiday</b>
November 11, 2020	Veteran's Day
November 26, 2020	Thanksgiving Day
November 27, 2020	Day after Thanksgiving
December 25, 2020	Christmas Day

2021

January 1, 2021	New Year's Day
January 18, 2021	Martin Luther King, Jr. Day
February 15, 2021	President's Day
May 31, 2021	Memorial Day
July 5, 2021	Independence Day (observed)
September 6, 2021	Labor Day

## **EXHIBIT 2 INSURANCE**

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit SHD's recourse to any remedy available at law or in equity.

**1. Minimum Scope of Insurance**

Contractor shall obtain insurance of the types described below:

- A. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. SHD shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for SHD.
- B. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
- C. Professional Liability insurance appropriate to the Contractor's profession.

**2. Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

- A. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- B. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**3. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- A. The Contractor's insurance coverage shall be primary insurance as respect SHD. Any insurance, self-insurance, or insurance pool coverage maintained by SHD shall be excess of the Contractor's insurance and shall not contribute with it.
- B. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to SHD.

**4. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**5. Verification of Coverage**

Contractor shall furnish SHD with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor. This certificate must be attached to this document prior to acceptance of the agreement.