

Executive Summary
Professional Services Agreement
Between Lewis County Public Health and Social Services &
Providence Health and Services Washington d/b/a Providence
Medical Group Southwest Washington

Description

The purpose of the contract is to provide COVID-19 Drive-Thru Vaccination Events for community members. It is anticipated that drive-thru vaccination events will take place weekly or as often as supply and demand is available and appropriate. These services are essential to help mitigate and reduce the spread of COVID-19 in Lewis County.

Recommendation

Approve resolution

Budget Impact

Fund: 141P6226 - COVIDVAC

Amount: \$ 2,000,000.00

These funds were not anticipated for the 2021 fiscal year.

Duration: February 26, 2021 – December 31, 2021

Cover Letter:

Emailed to Elizabeth Findlay, Contracts Manager for Providence Health& Services SWWA
Elizabeth.Findlay@Providence.org

Submitted by: Michael Baum

**PROFESSIONAL SERVICES AGREEMENT
LEWIS COUNTY
&
PROVIDENCE HEALTH & SERVICES WASHINGTON d/b/a PROVIDENCE
MEDICAL GROUP SOUTHWEST WASHINGTON
COMMUNITY COVID-19 DRIVE-THRU VACCINATION EVENT**

THIS AGREEMENT is entered into between Lewis County, a municipal corporation ("COUNTY") and Providence Health & Services – Washington d/b/a Providence Medical Group Southwest Washington ("Providence").

1. DURATION OF AGREEMENT

The term of this Agreement shall begin on February 26, 2021 and shall terminate on December 31, 2021 unless amended or terminated per Sections 7 and 10 of this Agreement.

2. SERVICES PROVIDED BY PROVIDENCE

Providence shall provide services to assist COUNTY with the management of community drive thru COVID vaccination events. A detailed description of the services to be performed by Providence is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

3. SERVICES PROVIDED BY THE COUNTY

COUNTY shall provide services to assist Providence with the management of a drive thru COVID vaccination clinic as more fully described on Exhibit A

4. CONTRACT REPRESENTATIVES

Each party to this Agreement shall have a contract representative and may include a designee. Each party may change its representative or designee upon providing written notice to the other party. The parties' representatives are as follows:

For Providence: Elizabeth Findlay Contracts Manager Providence Health & Services SWWA 413 Lilly Rd NE MS: PBP16 Olympia, WA 98506 Email: elizabeth.findlay@providence.org	For COUNTY: J.P. Anderson, MSW Director Lewis County Public Health & Social Services 360 NW North St. Chehalis WA, 98532
--	---

5. COMPENSATION

For the services performed hereunder, Providence shall be paid based upon mutually agreed rates contained in Exhibit B, which is attached hereto and incorporated herein by reference. Providence will submit invoices to the COUNTY monthly. Invoices shall provide a detailed description of the services provided by Providence during the billing period. The COUNTY shall pay Providence for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of billing.

6. AMENDMENTS

Any changes, amendments, or modifications to this Agreement and/or Exhibit A shall not be binding on the parties unless mutually agreed to by the parties in writing. If any such changes, amendments, or modifications cause an increase or decrease in the cost or time required to complete the services, mutually agreed adjustments shall be made in the contract price and/or the period of service described in Exhibit A.

7. INDEMNIFICATION

Each of the parties agrees to be liable for the conduct of itself, its employees and officers and to indemnify and hold harmless the other party against any and all claims, losses, damages, to include costs and expenses (including reasonable attorneys' fees), to persons or property resulting from acts and/or omissions related to services under this Agreement. In the event that loss or damage results from the conduct of more than one party in connection with this MOU, each party agrees to be responsible for its own proportionate share of the claimant's total damages under the laws of the State of Washington. This Agreement will not be construed to create a partnership, joint venture, or employment relationship between Providence and COUNTY. Neither party to this Agreement shall be considered the agent of the other party.

8. INSURANCE

Each party shall continuously maintain throughout the Term of this Agreement and at its own expense, either through a program of self-insurance or procured through a commercial insurance company with a minimum A.M. Best rating of A-:VII, doing business as an admitted carrier in the State of Washington, comprehensive general and professional liability insurance and property damage insurance adequate to insure against any liability arising out of this Agreement, regardless of when a claim based on an alleged error or omission is made, with limits no less than those customarily carried by similar entities. In no event will the limits of said policies be considered as limiting the liability of either party under this Agreement. Each party agrees to name the other party, its employees and officers as additional insured on its general liability policy. Each party shall also maintain worker's compensation insurance providing statutory limits as required by the State of Washington, and employer's liability insurance with minimum limits of One Million Dollars (\$1,000,000). Upon request, each party shall furnish the other party with evidence of such insurance. During the term of this Agreement, each party shall immediately notify the other of any material change in such insurance.

9. REMEDIES AND APPLICABLE LAW

The parties agree that damages may be inadequate to compensate for the unique losses to be suffered in the event of a breach hereof, and that the damaged party will be entitled, in addition to any other remedy it may have under this Agreement or at law, to seek and obtain injunctive and other equitable relief, including specific performance of the terms of this Agreement without the necessity of posting bond. This Agreement will be governed in all respects by, and construed and enforced in accordance with, the laws of the State of Washington, without regard to any rules governing conflicts of laws.

10. TERMINATION

a. Either party may terminate this Agreement without cause by giving ten (10) days written notice to the other party. In the event the Agreement expires and the parties continue to provide services under the Agreement, the parties will be deemed to be in a month-to-month contract ("Holdover Period") and subject to all of the same terms and conditions of this Agreement. During the Holdover Period, the parties will endeavor in good faith to negotiate a new agreement.

11. ASSIGNMENT

Neither party may assign this Agreement, in whole or in part, without the party's prior written consent. All the terms and provisions of this Agreement will be binding upon and inure to the benefit of and be enforced by the parties hereto and their respective successors and permitted assigns.

12. WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time.

13. INDEPENDENT CONTRACTOR

Each party will perform services as an independent contractor and this Agreement will not be construed to create a partnership, joint venture, or employment relationship between COUNTY and Providence. No employee or agent of a party will represent himself or herself to be an employee or agent of the other party or enter into any agreement on the other party's behalf or in the other party's name. Each party will retain full control over the manner in which the services are performed.

14. COMPLIANCE WITH LAWS

During the term of this Agreement and for a period of four years after the termination hereof, both parties shall grant access to the following documents to the Secretary of the U.S. Department of Health and Human Services ("Secretary"), the U.S. Comptroller-General and their authorized representatives: this Agreement, and all books, documents and records necessary to verify the nature and costs of services provided hereunder. If either party carries out the duties of this Agreement through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization, this subcontract shall also contain a clause permitting access by the Secretary, Comptroller-General and their authorized representatives to the related organization's books, documents and records.

15. NONDISCRIMINATION

Neither party shall differentiate or discriminate in its performance under this Agreement on the basis of race, color, national origin, ancestry, sex, marital status, age, or on any other basis prohibited by applicable law.

16. GOVERING LAW

The validity, performance, construction and interpretation of this Agreement shall be governed by Washington law.

17. SEVERABILITY

If any part of this Agreement is held by a court of competent jurisdiction of or federal law to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter described herein and all prior or contemporaneous oral or written communications, understandings, or agreements between COUNTY and Providence with respect to such subject matters are hereby superseded in their entirety.

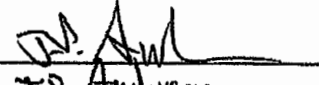
19. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

PROVIDENCE HEALTH & SERVICES COUNTY:

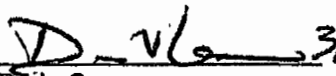
- WASHINGTON d/b/a
PROVIDENCE MEDICAL GROUP
SOUTHWEST WASHINGTON

By: 
Name: Russell Joes
Title: Chief Operating Officer

By: 
Name: J.D. Anderson
Title: Director, Public Health & Social Services

APPROVED:

PROVIDENCE HEALTH & SERVICES
- WASHINGTON

By:  3/15/21
Name: Darin Goss
Title: Chief Executive, PSPH & PCH

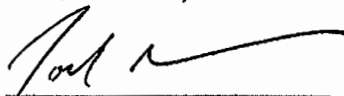
By: 
Name: Elaine Couture Joel Gilbertson
Title: EVP Chief Executive WA and MT

EXHIBIT A

1. The services to be performed by Providence under this Agreement are set forth as follows:

As part of Providence's activity at the Southwest Washington Fairgrounds COVID-19 Drive-Thru Vaccination Events for community members, Providence shall provide the following:

- Vaccine management to include the following:
 - Procurement
 - Storage/handling
 - Transport
 - Data reporting
 - IIS entry
- Patient Scheduling
- Vaccine administration to include the following:
 - All related PPE and Supplies
 - Clinical team to administer.
- On site check in staff
- COVID Vaccine Call/email center

2. The services to be performed by the COUNTY under this Agreement are set forth as follows:

- On site facility management:
 - Set up
 - Take down
 - Traffic control
 - Signage
 - Security

3. It is anticipated that drive-thru vaccine events will take place weekly or as often as supply of vaccine and demand is available and appropriate.

EXHIBIT B
COMPENSATION

The CONTRACTOR'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows:

Up to \$51.23 per patient, total, including all expenses and taxes (reduce charges due to cost savings from implementation of technology)

Total compensation paid to Providence by County shall not exceed \$51.23 per patient per Covid-19 vaccine, not to exceed \$2,000,000.00 for this contract including all expenses and taxes.

Invoices shall be emailed with all required supporting documentation to:
Email:
cc to:

Invoices and backup documentation sent shall not contain patient names or other information that could identify the individual, except as a patient number or account number not containing PHI or PII; patient names, addresses and PII shall be redacted to otherwise masked so that it is not disclosed in the invoice record. Providence shall maintain and secure auditable records as required by law and the terms of this contract.

Providence shall charge County for services according to the chart below outlining Providence costs and requested reimbursement per patient for COVID-19 vaccine.

Staff	Hourly	Total time per patient (15 mins)*
Schedule Management	\$30.76	\$7.69
Dose Prep	\$30.76	\$7.69
Vaccine Administration	\$30.76	\$7.69
Data Entry	\$30.76	\$7.69
COVID Hotline	\$30.76	\$7.69
Administrative Cost (vaccine management and handling)	\$51.12	\$12.78
TOTAL cost per patient		\$51.23