



Gov.
**JUAN F. LUIS HOSPITAL
& MEDICAL CENTER**

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made this 22 day of September, 2014 in the Territory of the United States Virgin Islands by and between the **Governor Juan F. Luis Hospital and Medical Center** (hereinafter referred to as "Hospital") and **Nedra Dodds** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Hospital is in need of the services of a Contractor to provide services as a **Business Consultant** to the Hospital, which duties and responsibilities are more particularly described in Addendum I attached hereto; and,

WHEREAS, the Contractor represents that she is willing and capable of providing such services;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor will provide the services described in Addendum I, attached hereto.

2. TERM

This contract shall commence on September 17, 2014 and shall end November 17, 2014. If the parties agree this contract may be extended for a period of thirty (30) days.

3. COMPENSATION

The Hospital, in consideration of the satisfactory performance of the services described in Addendum I, agrees to pay the Contractor the sum not to exceed of **Thirty-One Thousand (\$31,000.00) Dollars**. The Contractor shall be paid on a bi-weekly basis at \$85.00 an hour and will work up to Forty (40) hours per week. The Contractor shall be responsible for submitting invoices on a biweekly basis. All work must be approved by the Chief Medical Officer.

4. RECORDS

The Contractor, when applicable, will present documented, precise records of time and / or money expended under this Contract.

5. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

Contractor Initials: [Signature]

Date: 9/17/14

CEO Initials: [Signature]

Date: 9/22/14

6. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts, and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Hospital and shall be turned over to it at the termination of this Contract. The above described material shall not be used by Contractor or by any other person or entity except upon the written permission of the Hospital.

7. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon Hospital to person, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Hospital liable to any such person, firms, associations or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.

8. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Hospital.

9. INDEMNIFICATION

The Contractor agrees to investigate, defend, and hold harmless Hospital from and against any and all losses, damage, liability, claims, demands, detriments, costs, charges, and expense (including attorney's fees) and causes of action of whatsoever character which Hospital may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of the Hospital.

10. INDEPENDENT CONTRACTOR

The Contractor shall perform its Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

11. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

12. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment to any of the terms, conditions or provisions of this contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

Contractor Initials: MD

Date: 9/17/14

CEO Initials: [Signature]

Date: 9/22/14

13. ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the Project which are the subject matter of this contract, are merged herein.

14. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, Hospital will have the right to withhold out of any payment due to Contractor, such sums as Hospital may determine to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Hospital may apply such sums in such manner as Hospital may deem proper to secure itself or to satisfy such claims. Hospital will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold. No such withholding or application shall be made by Hospital if and while Contractor gives satisfactory assurance to Hospital that such claims will be paid by Contractor or its insurance carrier, if applicable, in the event that such contest is not successful.

15. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Chief Executive Officer.

16. TERMINATION

Either party will have the right to terminate this contract with or without cause on THIRTY (30) days written notice to the other party specifying the date of termination.

17. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Hospital in part, whenever the Hospital shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the dated of termination, including payment for the period of the THIRTY (30) days notice.

18. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, or national origin.

19. CONFLICT OF INTEREST

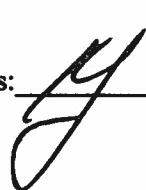
(a) Contractor covenants that it has no interest and will not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

(b) Contractor further covenants that it is:

(1) not a territorial officer or employee (i.e., the Governor, the Lieutenant Governor, a member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive, or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee, or contractual basis); or (2) a territorial officer or employee and, as such, has:

Contractor Initials: 

Date: 9/17/14

CEO Initials: 

Date: 9/22/14

(i) familiarized itself with the provisions of Title 3, Chapter 37, of the Virgin Islands Code, pertaining to conflicts of interest, including penalties Provision set forth in section 1108 thereof;

(ii) not made, negotiated or influenced this contract, in its official capacity, (iii) no financial interest in the contract as that is defined in section 1101 (1) of said code chapter.

20. EFFECTIVE DATE

The effective date of this contract is September 17, 2014.

21. NOTICE

Any notice required to be given by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties involved as follows:

GOVERNOR JUAN F. LUIS HOSPITAL:

Kendall Griffith
Chief Executive Officer
Governor Juan F. Luis Hospital
No. 4007 Estate Diamond Ruby
St. Croix VI 00820-4421

CONTRACTOR:

Nedra Dodds
5320 Saville DR NW
Acworth GA 30101-6901

22. LICENSURE

The Contractor covenants that it has:

(a) obtained all of the applicable licenses or permits, temporary or otherwise, as required by Title 27 of the Virgin Islands Code; and

(b) familiarized herself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

(c) The Contractor shall provide the Hospital with proof of compliance with the licensure laws of the Virgin Islands within 45 days after the execution date of this contract.

23. OTHER PROVISIONS

The Addendum I attached hereto is a part of the Contract and is incorporated herein by reference.

24. HIPAA

Hospital and Contractor agree that the products and services provided under this Agreement will comply in all material respects with all federal and state regulations, rules and orders, including but not limited to regulations promulgated under Section 264 of the Health Insurance Portability and Accountability Act (Public Law 104-91 – "HIPAA"). Contractor shall in good faith execute any and all documents and agreements that Contractor is required to have executed in order that the Hospital may comply with HIPAA. This obligation shall likewise apply to the performance of services and other obligations arising under this Agreement. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the Hospital agrees to the same restrictions and conditions that apply through this Agreement with respect to such information.

Contractor Initials: [Signature] Date: 9/17/14

CEO Initials: [Signature] Date: 9/22/14

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and
year first above written.

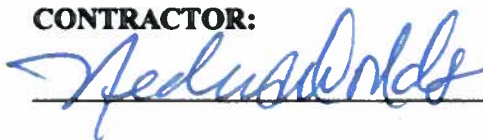
WITNESS:

GOVERNOR JUAN F. LUIS HOSPITAL & MEDICAL CTR




Kendall Griffith
Interim Chief Executive Officer
Governor Juan F. Luis Hospital
No. 4007 Estate Diamond Ruby
St. Croix VI 00820-4421

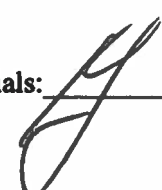
CONTRACTOR:




Nedra R. Dodds
5320 Saville DR NW
Acworth GA 30101-6901

Contractor Initials: 

Date: 9/17/14

CEO Initials: 

Date: 9/20/14

Addendum 1

Scope of Work

Clinical Process Evaluation: 70%

The consultant will develop recommendations to improve the operations of the emergency room, which includes ED provider schedule and staffing, inventory of supplies, billing and coding, and charge capturing.

The consultant, in collaboration with the Emergency Room Director, develop recommendations to improve performance for the purpose of delivering appropriate cost effective care.

The consultant will evaluate clinical care provided by providers in the emergency room and hospital setting such as documentation, plan of care and follow up. The Consultant will report the findings of the evaluations to the Emergency Room Director.

The consultant will conduct chart audits, acquire and disseminate clinical guidelines, and propose standard operating procedures and to facilitate efficient delivery of care.

The consultant will aid in development of a reliable Electronic Medical Record System for the Emergency Department.

Emergency Department to provide the framework for effective evaluation and performance improvement. Formulate recommendations to achieve objectives of the quality assurance and performance improvement projects.

Enhancing Educational Instruction: 15%

The consultant will be involved in providing didactic instruction for students, staff, and hospital personnel in various units, such as in the Emergency Department, and in a class-room setting to introduce up to date guidelines, operational procedures, and quality assessments.

Strategic Development Initiatives 15%

The consultant will work, in collaboration with management staff to increase visibility of Juan Luis Hospital, brand it unique services, and promote the Emergency Room. This involves local and regional marketing strategies to reduce egress of patient from St. Croix to off island facilities, and increase the influx of patients referred to JFL for unique subspecialty services. This includes identifying how to increase services to Veterans, employed personnel, and businesses. This also includes having the facility serve as a training site for residents and students in the US and Caribbean.

Supervision

The Business Consultant is under the immediate supervision of the Chief Medical Officer for the execution of assignments, prioritization of projects, and validation of work assignments. The Business Consultant will relate to the Emergency Room Director, the Assistant Chief Financial

Officer, the Special Assistant to the Chief Executive Officer for implementing emergency room assignments, revenue enhancement activities, and marketing strategies respectively.

Exclusions

The Business Consultant is not authorized to deliver direct patient care at any point, under any circumstances, nor is the consultant authorized to make clinical recommendations on any individual plan of care.

Progress Reports

Written progress reports are required with submission of each invoice as it relates to the activities, projects and accomplishments for each of the specified areas as listed in the Scope of Work.