

Sound Consulting Nurse PLLC
6501 39th Avenue SW,
Seattle , WA 98136
PH: 206-805-6231
FAX: 206-267-9457
soundnurse@gmail.com
soundconsultingnurse.com

SOUND CONSULTING NURSE PLLC CONTRACT AGREEMENT

This agreement is between:

SOUND CONSULTING NURSE PLLC and the CLIENT:

Client enters into an agreement to outline the specific responsibilities of the parties and to allow Sound Consulting Nurse, otherwise known as SCN, to provide telephone triage nurse consultation services as specified in the following agreement.

DESCRIPTION OF SERVICES:

Hours of Operation (Pacific Time):

Monday - Friday : 3:00 pm - 9:00 am

Weekends : 3:00pm Friday - 9:00am Monday

Sound Consulting Nurse PLLC will provide nurse triage services 24 hours on the following holidays:

- New Year Day
- Martin Luther King Day
- Memorial Day
- Juneteenth Day
- 4th of July
- Labor Day
- Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

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During the hours the SCN is providing medical triage, information and advice is provided to the patient by Registered Nurses with special training in medical telephone triage. The Nurses follow standardized procedures and protocols for medical advice based on the nature of the patient's chief complaint.

The mission of SCN is to provide after-hours call service for providers distinct from a conventional answering service in that calls are answered, and the patient's medical needs are triaged by qualified Registered Nurses. At the discretion of the triaging nurse the on-call provider may be contacted if the triaging nurse determines that additional consultation is needed. Our goal is to provide patients with the highest quality of telephone triage service thereby enabling a safe and cost-effective disposition of the patient's medical needs.

The Nurses will make every effort to respond to the patient within 30 minutes of receiving the initial call. In the event of a rare occasion where unexpected and extremely high volumes of calls may be received at the same time, the nurses may be unable to respond to a call within the 30-minute time frame. If this were to occur, the nurses would contact the on-call backup nurse to facilitate the triage in a timely manner.

SCN will provide telephone access and services in accordance with existing policies and procedures to the client during the regularly scheduled hours of operation listed above.

SCN will fax a copy of the telephone encounters to the client at the completion of the triage. This will be sent either to the clinic of record or to the individual provider, as directed by the client.

SCN will record all incoming and all triage calls with the patient. All recorded calls will be stored for not less than 5 years. All information obtained about patients is stored on SCN computer systems, which will be backed up onto a HIPAA compliant cloud based server on a nightly basis. If Client needs to review for any reason, within the 5 year time frame, they will be made available for review.

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In the event that the nurse triaging a call needs to contact the on-call provider they will attempt three calls within a 30-minute period. Should the on-call provider fail to respond to the third call after 15 minutes of the last attempt, the nurse will then try to contact any back-up provider or other provider in the same call group. If the nurse is still unable to contact a provider, the patient will be notified, and the nurse will then triage the patient so that the disposition of the patient is in their best and safest interest. The nurse will document the inability of the on-call provider to be reached as well as the disposition of the patient.

BILLING:

SCN will submit an invoice to the client's accounts payable department or individual as requested by the client at the beginning of each month for the prior month's service.

The invoice will specify the number of calls made to nurse triage service by the patient of the client. The physician of record, as stated by the patient, will also be submitted with the invoice if requested by the client. If the patient does not know the name of the specific physician they are assigned to at the clinic the record will reflect this by stating "group" and no physician name.

Nurse triage calls will be billed at \$24 per call and the payment in full will be due on the 20th of the month billed.

A call is defined as occurring when SCN speaks to a patient. There may be multiple calls for the same patient.

An attempt to call with no response and retrieving voicemails are not charged as calls.

SCN will utilize AT&T, Certified Language Line or any other accredited language line as indicated for non english speaking patients at no cost to the client.

The client agrees to pay the initial cost of obtaining nurse licenses for their state if required to initiate the SCN triage service.

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LIABILITY INSURANCE:

SCN agrees to provide liability coverage of 1 million to 3 million dollars for any errors or omissions and all other standard liability for Telephone Consultant Services rendered through SCN.

Desmond Rabinowitz MD, Medical Director, agrees to provide an additional policy with liability coverage of 1 million dollars per occurrence and 3 million dollars cumulative.

The client agrees to provide evidence of standard liability coverage for any errors or omissions and all other standard liability for services rendered.

INDEMNIFICATION:

SCN agrees to indemnify and hold harmless the client for actions, claims, or proceedings arising out of negligent acts or omissions of SCN officers, employees, staff and agents that occur during the performance of their responsibilities under the terms of this agreement.

The client agrees to indemnify and hold harmless SCN for actions, claims, or proceedings arising out of negligent acts or omissions of the client officers, employees, staff and agents that occur during the performance of their responsibilities under the terms of this agreement.

DISPUTES

This Agreement for services provided to Client by SCN shall be governed in all respects by the laws of the United States of America and by the laws of the State of Washington. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Washington, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Washington, such personal jurisdiction shall be nonexclusive. Parties agree that it is mutually beneficial to engage in binding arbitration as the first recourse to address any potential breach of this Agreement and shall agree to a mutually agreed upon arbitrator to render a decision, prior to filing pleadings in applicable federal or state courts.

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EFFECTIVE DATE:

This agreement shall become effective on: _____ and shall continue for the period of 1 year or until terminated by either party upon 60 days written notice to the other party. The agreement shall be renewed automatically on an annual basis unless canceled or modified by either party. Intent to cancel the agreement after the initial 1 year period shall be made in writing (electronic) 30 days before the agreement is scheduled to expire. Any modifications, including any proposed increase in cost must be communicated electronically no less than 60 days before the agreement is scheduled to expire.

SOUND CONSULTING NURSE SIGNATURE / DATE

CLIENT / DATE

Desmond G Rabinowitz MD Medical Director 206-612-1721
Sandy Varon RN Nursing Director 206-383-4348