

**AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT
(CONTRACT 22017HRPS) BETWEEN THE CITY OF WILMINGTON AND
JACKIE JOE LINDO, DPN, APRN, FNP-C FOR MEDICAL PROVIDER
SERVICES**

#0074

Sponsor:

**Council
Member
Johnson**

WHEREAS, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of personal property or the rendering of services for a period of more than one year if approved by City Council by ordinance; and

WHEREAS, the City issued a Request for Proposals for Physician/Medical Provider Services (Contract 22017HRPS) (the “RFP”); and

WHEREAS, Jackie Joe Lindo, DPN, APRN, FNP-C (the “Medical Provider”) submitted the highest rank proposal in response to the RFP; and

WHEREAS, the City desires to enter into an agreement (the “Agreement”) with the Medical Provider for medical provider services, a copy of which Agreement, in substantial form, is attached hereto and incorporated herein by reference as Exhibit “A”; and

WHEREAS, the term of the Agreement is for a period of two (2) years commencing on July 1, 2021 and ending on June 30, 2023, at the estimated cost of Ninety-Nine Thousand One Hundred Fifty Dollars (\$99,150.00) per year, with the possibility of three (3) one-year extensions thereafter with a maximum potential five percent (5%) price increase with each such extension, at the mutual option of the City and the Medical Provider, subject to budget appropriations; and

WHEREAS, it is the recommendation of the Department of Human Resources that the City enter into the Agreement.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON
HEREBY ORDAINS:**

SECTION 1. The Agreement between the City of Wilmington and Jackie Joe Lindo, DPN, APRN, FNP-C for Medical Provider Services (Contract 22017HRPS), a copy of which Agreement, in substantial form, is attached hereto as Exhibit “A,” for the period of two (2) years from July 1, 2021 through June 30, 2023, at the estimated cost of Ninety-Nine Thousand One Hundred Fifty Dollars (\$99,150.00) per year, with the possibility of three (3) one-year extensions thereafter with a maximum potential five percent (5%) price increase with each such extension, at the mutual option of the parties, is hereby approved, and the Mayor, or his designee, is hereby authorized to execute as many copies of the Agreement, as well as to take all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading..... June 3, 2021
Second Reading..... June 3, 2021
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2021.

Mayor

SYNOPSIS: This Ordinance authorizes the execution of an agreement (Contract 22017HRPS) between the City of Wilmington and Jackie Joe Lindo DPN, APRN, FNP-C for medical provider services for the period of two (2) years from July 1, 2021 through June 30, 2023, at an estimated price of Ninety-Nine Thousand One Hundred Fifty Dollars (\$99,150.00) per year, with the possibility of three (3) one-year extensions thereafter with a maximum potential five percent (5%) price increase with each such extension, at the mutual option of the parties.

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is a contract for the period of two (2) years from July 1, 2021 through June 30, 2023, at an estimated price of Ninety-Nine Thousand One Hundred Fifty Dollars (\$99,150.00) per year, with the possibility of three (3) one-year extensions thereafter with a maximum potential five percent (5%) price increase with each such extension, at the mutual option of the parties.

W0114482

EXHIBIT A

**AGREEMENT BETWEEN THE CITY OF WILMINGTON
AND JACKIE JOE LINDO, DPN, APRN, FNP-C
FOR MEDICAL PROVIDER SERVICES**

(City Contract 22017HRPS)

THIS AGREEMENT (this “Agreement”) is entered into on this 1st day of July 2021 (the “Effective Date”) by and between the **City of Wilmington, Delaware**, a municipal corporation of the State of Delaware (the “City”), and **Jackie Joe Lindo, DPN, APRN, FNP-C**, a duly licensed Advanced Practice Registered Nurse certified for independent practice in Delaware (the “Medical Provider”).

RECITALS:

WHEREAS, the City desires to obtain high quality, cost effective occupational related health care services for its employees and related services for the City; and

WHEREAS, the City issued a request for proposals (City Contract 22017HRPS) (the “RFP”) to obtain a medical provider qualified to perform such services; and

WHEREAS, the Medical Provider submitted the highest ranked response to the RFP; and

WHEREAS, the City desires to engage the Medical Provider to provide the aforementioned services.

NOW, THEREFORE, in consideration of the mutual covenants and promises stated herein and other good and valuable considerations, the parties mutually agree as follows:

I. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings set forth below:

A. **“Case Management”** shall include the initial evaluation of Employees who have been injured on the job. The Medical Provider will provide treatment recommendations, determine disability, and determine an approximate return to work date in coordination with the City’s approved third-party administrator, if applicable. If Employee is treating elsewhere for injuries sustained on the job, the Medical Provider will contact the Employee’s primary care physician, discuss patient findings, and discuss an appropriate treatment plan. Employee care will be monitored by the Medical Provider, and suggestions will be made regarding appropriateness of care, disability, and, if necessary, the rejection of claims. A review of Employee job site by the Medical Provider may be performed in order to determine the cause of injury and suggestions for the deterrence of job injuries. Criteria will be established to determine modified duty for specific job functions. Rehabilitation progress and the timely return to work of Employee will be monitored. Communication will be maintained with the Occupational Health, Safety & Loss Prevention Programs Manager and the Director of Human Resources.

B. “Covered Services” shall mean those services provided by the Medical Provider to Employees and/or the City, which include, but are not limited to, the following:

- Acting as the City’s chief medical official and consulting with the Director of Human Resources, the Occupational Health, Safety & Loss Prevention Programs Manager and other management Employees on policy and other issues, as required
- Pre-employment physical examinations for prospective Employees
- Annual DOT physical examinations for Employees who are CDL drivers
- Annual physical examinations for Employees, as required
- Evaluation of Employees’ fitness for duty, including fitness for duty examinations
- Examination, treatment, therapy, and rehabilitation for Employee work-related injuries
- Expert witness testimony in connection with Employee work-related injuries
- Initial evaluations of Employees’ injuries/illnesses
- Treatment of Employees’ injuries/illnesses
- Referrals of Employees to specialists
- Ergonomic evaluations of Employees
- Return to work evaluations for Employees
- Orthopedic and neurological consultations regarding Employees
- Disability assessments for Employees
- 24 hour on-call service for all Employee occupational injuries
- Personnel and workplace safety evaluations
- Modified duty program implementation for Employees
- Permanency and disfigurement ratings for Employees
- Consultation with City Dispensary staff on all workers’ compensation injuries
- Medical Provider daily coverage as required in Section II B of this Agreement
- Case Management for Employees (may include working with a third-party administrator)
- Evaluation of other physicians’ plans for care and treatment of Employees with work-related injuries, including reviewing all treatment notes

C. “Employee(s)” means any individual who is legally considered an employee of the City by the City’s Department of Human Resources.

D. “Medical Provider” shall have the meaning: (1) ascribed to such term in the first grammatical paragraph of this Agreement and (2) contained in the definition of “city medical provider” located in Section 2-158 of the City Code.

E. “Medical Services” shall mean those health care or related services which can be competently provided by duly licensed medical professionals and/or their qualified assistants, as part of their legally permitted operations, and which are included among Covered Services.

F. “Medically Necessary” shall mean: (1) the most effective, economic, and appropriate service or supply, which can be safely provided and (2) services provided in compliance with professionally developed criteria or standards of care.

II. MEDICAL PROVIDER OBLIGATIONS

A. The Medical Provider shall provide to Employees and the City the Covered Services to the extent that the Covered Services fall within the scope of the Medical Provider’s practice and this Agreement.

B. The Medical Provider shall provide daily coverage from Monday through Friday to the City in accordance with the following schedule:

Monday	8:00 a.m. - 11:00 a.m.	City Dispensary
	11:00 a.m. - 11:00 p.m.	On Call
Tuesday	8:00 a.m. - 11:00 p.m.	On Call
Wednesday	8:00 a.m. - 11:00 a.m.	City Dispensary
	11:00 a.m. - 11:00 p.m.	On Call
Thursday	8:00 a.m.- 11:00 p.m.	On Call
Friday	8:00 a.m. - 11:00 a.m.	City Dispensary
	11:00 a.m. - 11:00 p.m.	On Call

If the City dispensary is closed on a Monday, Wednesday, or Friday, the Medical Provider shall provide coverage in the City dispensary on either Tuesday or Thursday of the same week.

C. The Medical Provider agrees not to discriminate in the treatment of Employees or otherwise on the basis of sex, age, marital status, religion, race, color, national origin, place of residence, sexual orientation, gender identity, health status, or source of payment for services.

D. The Medical Provider shall conduct her medical practice in accordance with recognized standards in the medical community for health care and ensure that Medically Necessary Medical Services are provided to Employees in a courteous and prompt manner, in a well maintained, clean office environment and conduct her medical practice in such a fashion that Employees are in no way accorded a different level of treatment than any other patients.

E. The Medical Provider agrees to provide the necessary information to satisfy the credentialing process to be conducted by the City.

F. The Medical Provider agrees to participate in continuing medical education

not less than in accordance with generally accepted medical practice standards in the community at the time.

G. The Medical Provider agrees to maintain and provide verification of during the term of this Agreement, at the Medical Provider's sole cost and expense, professional liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. In the event this insurance is maintained on a "claims made" basis, the Medical Provider agrees to maintain appropriate tail coverage for claims reported in future years for acts or omissions regarding services provided during the term of this Agreement.

H. The Medical Provider shall maintain medical records in a current, detailed, organized, and comprehensive manner, and in accordance with applicable state and federal laws and customary medical practice. Medical records shall be legible, reflect all aspects of pertinent care, contain a current and complete medical history, and list all allergies, medications, and diagnoses. For each patient encounter, there shall be completed, dated, and signed progress notes which, at a minimum, contain the chief complaint or purpose of the visit, diagnosis of findings and therapeutic plan. Where appropriate, there shall be evidence of the follow-up of previous encounters. The Medical Provider agrees that the City or its designee shall have the right to inspect at all reasonable times, any accounting, financial, administrative, or medical records maintained by the Medical Provider pertaining to services provided to an Employee and/or the City under this Agreement. The Medical Provider shall make available for inspection by federal and/or state agencies all records related to services provided under this Agreement as is required by federal or state law. Notwithstanding termination of this Agreement or termination of Medical Provider's participation for any reason, the access to records and data granted hereunder shall survive the termination, cancellation, or expiration of this Agreement.

I. The Medical Provider shall disclose to the Director of Human Resources and the Occupational Health, Safety & Loss Prevention Programs Manager if an Employee being evaluated for possible workers' compensation benefits is an existing patient of the Medical Provider or becomes so during the course of the administration of a workers' compensation claim by the City.

III. CITY OBLIGATIONS

A. The City agrees to maintain a City dispensary in accordance with applicable laws and professional regulations.

B. The City agrees to provide payment to Medical Provider for the provision of Covered Services to the City and its Employees in the amount of Ninety-Nine Thousand One Hundred Fifty Dollars (\$99,150.00) per year at the rate of Eight Thousand Two Hundred Sixty-Two Dollars and Fifty Cents (\$8,262.50) per month. Payment for such services shall be made on or before the first day of each month. The amount of the Medical Provider's compensation shall not increase during the Initial Term (as defined herein) of this Agreement. The Medical Provider's compensation is negotiable for the Renewal Options (as defined herein); however, the maximum increase that may occur for each Renewal Option is five percent (5%) per year.

IV. ADDITIONAL TERMS AND CONDITIONS

A. Independent Contractor. The Medical Provider is an independent contractor. Nothing in this Agreement shall be construed or be deemed to create any relationship of employer and employee, principal and agent, partnership, joint venture, or any relationship other than that of an independent contractor between the Medical Provider and the City.

B. Taxes. The Medical Provider shall deduct City of Wilmington wage taxes from the compensation of its employees in accordance with the City of Wilmington wage tax law, if applicable.

C. Insurance Coverage. In addition to the professional liability insurance coverage required by Section II G of this Agreement, the Medical Provider shall provide for itself and all of its employees, if any, at the Medical Provider's sole cost and expense, the following coverage: (1) workers' compensation coverage as required by law; (2) employer's liability coverage in the minimum amount of One Million Dollars (\$1,000,000.00); and (3) commercial general liability coverage for personal injury, including death, property damage, contingent liability for any subcontractors involved in the Medical Provider's performance of this Agreement, and contractual liability in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the annual aggregate. All insurance policies required to be obtained by the Medical Provider under this Agreement shall be issued by a financially sound carrier and/or carriers and shall be subject to the reasonable approval of the City. The Medical Provider shall provide the City with a certificate(s) of insurance evidencing the above-stated coverage and naming the City as an additional insured with respect to the commercial general liability policy. Each policy required to be obtained by the Medical Provider under this Agreement shall provide at least sixty (60) days' advance written notice of the insurer's intention to: (1) cancel, refuse to renew, or otherwise terminate the policy; (2) suspend or terminate any coverage under the policy; (3) reduce any policy limits; (4) increase any policy deductibles; or (5) otherwise alter any terms or conditions of the policy or a renewal issued by the same insurer.

D. Use of Subcontractor. The Medical Provider shall not use any subcontractors to perform any of the services required under this Agreement without the prior written approval of the City.

E. Indemnification. The Medical Provider shall defend, indemnify, and hold harmless the City, its employees, agents, and officers, from and against any and all claims, damages, actions, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from the acts or omissions of the Medical Provider, its employees, agents, or subcontractors.

F. Reports and Information. The Medical Provider, at such time and in such form as the City may require, shall furnish the City such periodic reports as the City may request pertaining to the work or services undertaken pursuant to this Agreement.

G. Business Licenses. The Medical Provider shall obtain an appropriate business license from the City Department of Finance. The Medical Provider shall obtain and maintain all necessary professional licenses for the practice of medicine.

H. Notices. Any notice which is required or may be given under this Agreement shall be given by mailing such notices by certified or registered mail, addressed to the respective addresses of the parties as follows:

The City:

Charlotte B. Barnes, Director
Department of Human Resources
City of Wilmington
800 North French Street, 4th Floor
Wilmington, Delaware 19801-3537

The Medical Provider:

Jackie Joe Lindo, DNP, APRN, FNP-C
705 Stonehouse Way
Hockessin, Delaware 19707

I. No Oral Modifications. This Agreement may not be changed orally, but only by an agreement in writing and signed by both parties.

J. Applicable Law and Dispute Resolution. The laws of the State of Delaware shall govern this Agreement. All claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be resolved exclusively by a court of competent jurisdiction located in New Castle County, Delaware. The Medical Provider agrees to submit exclusively to the jurisdiction of said courts.

K. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered to be as fully binding as if all parties had signed the same document. All such counterparts (including those executed and delivered by facsimile or e-mail) shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

L. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement and shall supersede any prior written or oral agreement pertaining to the subject matter hereof.

M. Survival. All provisions of this Agreement providing for indemnification or limitation of or protection against liability of the City survive the termination, cancellation, or expiration of this Agreement.

V. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue in effect for a period of two (2) years from the Effective Date (the "Initial Term"). This Agreement may be extended, by mutual agreement of the parties, for a maximum of three (3) additional terms

of one (1) year each after the expiration of the Initial Term (collectively, the “Renewal Options”). The maximum length of this Agreement shall not exceed five (5) years from the Effective Date.

B. This Agreement may be terminated for any reason whatsoever by either party by giving ninety (90) calendar days’ advance written notice to the other party.

C. This Agreement may be terminated by either party by giving thirty (30) calendar days’ written notice to the other party of a breach of the Agreement. Any such termination shall be effective on the date stated in the notice of termination if the breaching party has failed to cure the breach, as determined by the non-breaching party, prior to the expiration of thirty (30) calendar days from the date of such written notice.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

THE CITY OF WILMINGTON

WITNESS: _____

By: _____

Charlotte B. Barnes
Director of Human Resources

THE MEDICAL PROVIDER

WITNESS: _____

By: _____

Jackie Joe Lindo, DNP, APRN, FNP-C
City Medical Provider