

The Kittitas County Sheriff's Office Health Services Agreement For The Year 2009

This Agreement is between Kittitas County through Kittitas County Sheriff's Office (hereinafter "Sheriff's Office") and Lori Drews, APRN (hereinafter the "Psychiatric Nurse Practitioner") and shall be in effect from May 1, 2010 until December 31, 2010. The Sheriff or the medical provider may terminate this contract providing at least thirty (30) days written notice is given in advance of termination. Exceptions may be made if the Sheriff deems removal of the Psychiatric Nurse Practitioner is necessary. This contract shall be to provide jail health care as outline below:

Definitions:

- A. Psychiatric Nurse Practitioner - as a person who holds a current, valid license to practice medicine in Washington State and who has prescriptive authority and is properly licensed for such pursuant to RCW 71.05.020.

Contract Provisions:

1. The Psychiatric Nurse Practitioner will provide mental health services, medical assessment and treatment to inmates of the Kittitas County Corrections Center according to established protocols and within their licensed capabilities. The Psychiatric Nurse Practitioner shall make all attempts to work at 2 hours every other week. Psychiatric Nurse Practitioner will work out a monthly schedule with the jail.
2. Sick call shall occur once(1) every two (2)weeks and the Psychiatric Nurse Practitioner shall make all attempts to work for at least two(2) hours with a minimum charge of one (1) hour, and after passage of the first hour shall be charged at an hourly rate described below or portion thereof in fifteen (15) minute increments as actually provided. If time worked by the Psychiatric Nurse Practitioner is less than one hour, the hourly rate of one hour will still be charged. Travel time shall not be compensated.
3. Each inmate shall have access to sick call by providing a written Request for Medical Services, signed by the inmate requesting the service. Those Requests for Medical Service that do not require the services of the Psychiatric Nurse Practitioner shall be returned to the Duty Supervisor for action. Indigent inmates shall not be denied access to medical care.
4. Payment for prescription medications shall be the responsibility of the inmate receiving the medication. Medications to sustain life or to prevent life threatening medical problems shall be permitted. All medications shall be at the expense of the inmate. Those medications for conditions other than life threatening shall be provided only if the inmate has funds to pay for such medications. The final decision as to the necessity of any medication pursuant to this provision shall be made by the Psychiatric Nurse Practitioner.

5. The Psychiatric Nurse Practitioner shall be responsible for logging all patients seen and completing the Medical Services Log as well as individual patient charting. The Psychiatric Nurse Practitioner shall provide medical referral and obtain medical consultation as necessary.
6. The Psychiatric Nurse Practitioner shall provide telephone consultation to Corrections Staff regarding emergency inmate medical needs outside of regular sick call hours, but such telephone consultation shall be limited to the hours of 8:00am to 9:00pm daily. Such telephone calls may be billed with a five (5) minute minimum of \$2.50 per telephone call as actually provided. There will not be an actual call schedule, but as available. All other calls shall be referred to the local emergency room for assistance.
7. The wage for each Licensed/Certification position breakdown is as follow:
Psychiatric Nurse Practitioner: \$125.00 per hour

In the event the Psychiatric Nurse Practitioner is subpoenaed to court regarding care given at the Kittitas County Corrections Center the hourly rate shall be paid for actual time spent preparing for court and testifying. The Psychiatric Nurse Practitioner shall be responsible for keeping an accurate and detailed time card accounting for all billable time. Time cards are turned in once a week and paid on or about the 5th of the next month.

8. The Psychiatric Nurse Practitioner shall defend, indemnify and hold harmless Kittitas County, the Sheriff's Office, its appointed and elective officers, agents and employees, from and against all loss or expense, including but not limited to judgments, settlements, reasonable attorney's fees and costs by reason of any and all claims and demands upon the County, the Sheriff's Office, its elected or appointed officials, agents or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Psychiatric Nurse Practitioner, its subcontractors, its employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of Kittitas County, the Sheriff's Office, appointed or elected officials, agents or employees. It is further provided that no liability shall attach to Kittitas County by reason of entering into this contract, except as expressly provided herein.
9. The Psychiatric Nurse Practitioner shall secure and maintain in effect at all times during performance of the Work such insurance as will protect the Psychiatric Nurse Practitioner, its employees and agents from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of the work or this Agreement, whether such performance is by Psychiatric Nurse Practitioner or any of its employees or agents. All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by the County. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

The Psychiatric Nurse Practitioner shall provide proof of insurance for Commercial (comprehensive) General Liability insurance with coverage limits not less than \$1,000,000 per occurrence. Medical Malpractice shall be not less than \$2,000,000 per occurrence. Employer's

Liability insurance shall be maintained with at least \$1,000,000 coverage. Proof of a policy of Commercial Automobile Liability Insurance, including coverage for owned, non-owned, leased, or hired vehicles written on an insurance industry standard form or equivalent, with limits of liability not less than \$1,000,000. Worker's Compensation shall be in the amount required by law. Upon the request of the County, Psychiatric Nurse Practitioner shall furnish the County a certificate of insurance (with Endorsement as evidence that policies providing insurance required by this Agreement are in full force and effect.) The type of insurance required by this Agreement is marked below.

- 1) Commercial General Liability Insurance
 - Certificate Holder – Kittitas County
 - The Certificate must name the County as additional insured as defined in the Agreement
 - Thirty (30) days written notice to the County of cancellation
 - of the insurance policy.
 - 2) Workers' Compensation.
 - Workers' Compensation in amounts required by law.
 - 3) Employers Liability.
 - Thirty (30) days written notice to the County of cancellation
 - of the insurance policy.
 - 4) Commercial Automobile Liability Insurance.
 - Thirty (30) days written notice to the County of cancellation of the insurance policy.
 - 5) Medical Malpractice Insurance.
 - Certificate Holder – Kittitas County
 - The Certificate must name the County as additional insured as defined in the Agreement.
 - Thirty (30) days written notice to the County of cancellation of the insurance policy.
 - NOTE: No contract shall form until and unless a copy of the Certificate of Insurance, properly completed and in the amount required, is attached hereto.
10. The Sheriff's Office, through Kittitas County Corrections Center shall maintain basic medical supplies and items, which shall be used in the treatment of inmates of the facility. Such supplies shall include prescription forms, over the counter medications, first aid supplies, topical agents and such other supplies as deemed appropriate by the Psychiatric Nurse Practitioner.
11. Each Psychiatric Nurse Practitioner will be subject to a Background Investigation as deemed by the Sheriff this may include a polygraph test (reference RCW 49.44.120). This will be conducted by whomever the Sheriff's Office deems qualified to complete. This can be done prior and anytime after the contract is signed by the Psychiatric Nurse Practitioner. The provider maybe subject to it more than once.

12. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Kittitas. This Agreement shall be governed by the law of the State of Washington.
13. The Psychiatric Nurse Practitioner services shall be furnished by the Psychiatric Nurse Practitioner as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the medical provider as an independent contractor.

The Psychiatric Nurse Practitioner acknowledges that the entire compensation for this Agreement is specified in Section 6 and Section 7 the Psychiatric Nurse Practitioner is not entitled to any Kittitas County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Kittitas County employees.

Psychiatric Nurse Practitioner will defend, indemnify and hold harmless the Kittitas County, the Sheriff's Office, officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

14. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the authorized agents of the parties.
15. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Psychiatric Nurse Practitioner to:

Kittitas County Sheriff's Office Attn: Commander P. Hocter 205 W 5th Ave Suite 1/Jail Ellensburg, Wa. 98926

Notice to the Psychiatric Nurse Practitioner for all purposes under this Agreement shall be given to Lori Drews 1601 E. Parker Height 8RD Wapato, Wa. 98951

Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

16. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.
17. Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

18. This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

19. This Agreement is subject to public disclosure laws.

Dated this 1st day of June, 2010.



Gene Dana, Sheriff



Mark McClain, Chair



Paul Jewell, Vice-Chair



Alan Crankovich, Commissioner



Psychiatric Nurse Practitioner



Clerk of the Board

Lori Drews

Printed Name

DATE

APPROVED AS TO FORM:



Civil Deputy Prosecuting Attorney