The Kittitas County Sheriff's Office
Health Services Agreement For
The Year 2016 - 2017

This Agreement is between Kittitas County through Kittitas County Sheriff's Office (hereinafter "Sheriff's Office") and Comprehensive HealthCare (hereinafter the "Provider") and shall be in effect from the date signed by both parties until December 31, 2017. The Sheriff or the Provider may terminate this contract provided that at least thirty (30) days written notice is given in advance of termination. Exceptions may be made if the Sheriff deems removal is necessary. This contract shall be to provide Mental Health care within KCCC as outlined below:

Definitions:

A. Practitioner: presumptively a Psychiatric Advanced Registered Nurse Practitioner (P-ARNP) - a person who holds a current, valid license to practice as such in Washington State as defined in RCW 71.05.020 and who has prescriptive authority. The Provider may substitute another licensed medical professional whose license status includes prescriptive authority sufficient to implement and maintain existing prescriptions appropriate to the mental health condition of inmate patients.

Contract Provisions:

1. The Provider will supply a qualified Practitioner who will provide Mental Health related medical assessment and treatment to inmates of the Kittitas County Corrections Center (KCCC) according to established professional protocols and within their licensed capabilities, based on the assessment and recommendations made by the Mental Health Professional and/or other professionals who have evaluated the inmate. The Practitioner shall work three (3) hours on alternating Thursday afternoons, starting with the first Thursday after the effective date of this contract. The three hour period shall not start earlier than noon or end later than 1700 (5:00 PM) on those days. Provider and KCCC agree that variations within and deviations from the currently intended schedule that do not change the number of hours of service provided may be informally agreed upon due to the nature of KCCC operations, weather conditions, and other circumstances beyond the control of the parties. Provider may delegate appropriate authority to the Practitioner to address such necessary deviations. The KCCC on-duty supervisor shall be the designated point of contact for such communications.

2. Qualified Substitute: Provider may, with advance notice to the Sheriff's Office, if the designated Practitioner is not available for any reason, provide a substitute for the Practitioner of equal or greater qualifications. The period of notice shall be as much as reasonably possible, consistent with the circumstances that require the substitution. It is the intent of the parties that a specific substitute be designated and utilized to the greatest extent possible so that continuity of care is maintained and the background investigation referred to in Provision Eleven (11) may be conducted in a timely manner.

3. After passage of the scheduled time previously agreed upon pursuant to Provision 1 (one), any additional time required for patient care shall be charged at an hourly rate described below or

portion thereof in fifteen (15) minute increments as actually provided. Travel time of 30 minutes in each direction shall be compensated at the same hourly rate described below.

4. 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 Practitioner shall be returned to the Duty Supervisor for action. Indigent inmates shall not be denied access to medical care.

5. 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 Practitioner substitute.

6. The Practitioner shall be responsible for logging all patients seen and completing the Kittitas County Corrections Center Medical Services Log as well as individual patient charting. The Practitioner shall provide medical referral and obtain medical consultation as necessary.

7. The Provider 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.

8. The compensation to Provider for these services is as follows: $125.00 per hour.

   In the event the 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 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.

   The Provider and Sheriff's Office agree that in the event that no inmates have requested to be seen by the Practitioner, the "sick call" for that day as scheduled pursuant to Provision One (1) of this Agreement may be cancelled by telephone with two (2) hours notice and that there will be no charge for that cancelled sick call. For the purposes of this Provision, the Sheriff's Office official responsible for the determination and cancellation shall be the assigned Corrections Center Duty Supervisor for the shift during which the sick call is scheduled.

9. Kittitas County shall indemnify and hold harmless the Provider, its agents or 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 medical provider 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, due to the negligence of Kittitas County, the Kittitas County Sheriff's Office, its elected

officers, employees, volunteers, or other agents except such injury or damage as shall have been occasioned by the sole negligence or willful misconduct of the Provider, its agents or employees.

Kittitas County has insurance to cover the Provider during such times as the P-ARNP or qualified substitute is treating inmates of the Kittitas County Corrections Center pursuant to this agreement. Such insurance shall not cover patients who were not Kittitas County Corrections Center inmates and that were treated by the Provider outside of the Corrections facility.

Provider 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 Provider, its subcontractors, its elected officers, 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.

10. The Sheriff's Office, through the 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 Provider. The Provider may delegate its role in this process to the P-ARNP.

11. The Practitioner shall be subject to a Background Investigation as determined by the Sheriff; this may include a polygraph test (see 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 Provider. The P-ARNP or qualified substitute may be subject to such background investigation or any part thereof 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. All services pursuant to this Agreement shall be furnished by the Provider 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 Provider as an independent contractor.

    The Provider acknowledges that the entire compensation for this Agreement is specified in Sections 7 and 8, and that neither the Provider nor Practitioner is 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.

Provider will defend, indemnify and hold harmless Kittitas County, the Kittitas County Sheriff's Office, their 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 Provider to the Corrections Commander, Kittitas County Corrections Center, 205 W. 5th Ave. Suite #1, and to the Kittitas County Commissioners, 205 W 5th Ave, Suite 108, Ellensburg, WA 98926. Notice to the Provider for all purposes under this Agreement shall be given to the address or telephone number as the case may be reflected on the signature page. 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. This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 6 years after contract termination, and shall make them available for such review, within Kittitas County, State of Washington, upon request.

Dated this 12 day of DEC., 2016

Gene Dana, Sheriff

Commissioner Chair

Commissioner Vice-Chair

Commissioner

COUNTY COMMISSIONERS SEAL KITTITAS COUNTY WASHINGTON

ATTEST:

Clerk of the Board

Rick Weaver CEO/President
Comprehensive HealthCare
PO Box 959
Yakima, WA. 98907

Rick Weaver
Printed Name

12/7/2016
DATE

APPROVED AS TO FORM:

D. Mitchell, WSBA # 22877 Deputy Prosecuting Attorney