

CONTRACT FOR JAIL HEALTH SERVICES

Between
PACIFIC COUNTY, WASHINGTON
And
WILLAPA HARBOR HOSPITAL

THIS CONTRACT is entered into by Willapa Harbor Hospital, P.O. Box 438, South Bend, Washington, hereinafter known as the "CONTRACTOR" and Pacific County, P.O. Box 27, South Bend, Washington, hereinafter known as the "COUNTY".

WHEREAS, the COUNTY is responsible by state law to provide Jail Health Services, and;

WHEREAS, the COUNTY is unable to employ a full time Jail Health Officer, and;

WHEREAS, the CONTRACTOR is a fully functional health care facility employing licensed physicians, and physician assistants who under the supervision of a physician are capable of providing Jail Health Services, and;

WHEREAS, the CONTRACTOR is willing and prepared to assume the responsibilities as set forth within this Contract. .

NOW THEREFORE, in consideration of the mutual benefits to be derived and all the terms, conditions and covenants hereafter set forth, the parties agree as follows:

1. **DEFINITION:** "CONTRACTOR" – As used herein and for all purposes of this contract, contractor shall mean and include Willapa Harbor Hospital and all persons designated by Willapa Harbor Hospital to perform the duties and obligations binding upon Willapa Harbor Hospital pursuant to and included in this contract.

2. DURATION OF CONTRACT

The term of this Contract shall begin on **02/01/2022** and shall remain in effect through **01/31/2026** unless terminated sooner as provided herein. Either party may terminate this contract, as provided under Section 12.

This contract may be further amended from time to time, as agreed in writing by the parties consistent with the provisions herein. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by an authorized representative of each party. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the County.

3. DUTIES OF THE CONTRACTOR

The CONTRACTOR shall perform the following duties:

- a. Provide at least once weekly visits to the Pacific County Jail Facility on a regular schedule to provide examination and treatment of inmates that require sick-call attention. The schedule shall be approved in advance by the Sheriff or his designee. The Contractor may rearrange the schedule of work hours to provide for a reasonable amount of time off for vacation/medical purposes. Any such schedule changes shall be approved by the Sheriff or his designee in advance. In addition, if the Contractor is scheduled to work but is unable to work due to illness, the Contractor shall notify the Sheriff's Office as soon as possible, and provide a replacement health care provider.
- b. Refer inmates for necessary treatment that is beyond the scope of the Jail Health Program. Consult and coordinate any referrals to specialists with County Corrections Staff.
- c. Serve as liaison with outside health care providers or hospitals to coordinate discharge planning.
- d. At least annually, review existing health education program for inmates and jail staff and make recommendations to the County regarding possible changes.
- e. At least annually, review exiting quality assurance policies and procedures and make recommendations to the County regarding possible changes.
- f. Document in writing or electronically all medical evaluation, treatment and services provided to inmates by the Contractor.
- g. Maintain medical records. All medical records are the property of the County.
- h. Evaluate and update the Pacific County Sheriffs Health Care System Manual as necessary.
- i. Inventory the necessary medical/first aid supplies to be used in providing Jail Health Services.
- j. Develop a medication administration and handling system and educate Jail personnel on same.
- k. Oversee medication distribution, including those medications brought into the facility by inmates.
- l. Provide 24-hour phone triage and consultation by physician's assistant.

4. DUTIES OF THE COUNTY

The COUNTY shall perform the following tasks:

- a. Provide a complete written or electronic log of inmates requesting sick call attention including the nature of their complaint.
- b. Provide a medical examination room sufficient for use and a security officer who will accompany the nurse practitioner when in contact with inmates.
- c. Provide necessary medical and recording supplies for carrying out the duties of the Contractor.
- d. Provide the Contractor with a copy of the laws regarding or pertaining to Jail Health Services.
- e. Integrate the medical record created by the Contractor into the County Inmate Management System.

5. COMPENSATION

The County agrees to pay \$6,000 per month from February 2022 through January 2026. The County agrees it is responsible for all jail/inmate health care costs outside of the scope of this contract.

The County agrees to pay the Contractor \$10 per call for calls after 5pm on weekdays, weekends or holidays. The Contractor shall maintain a record of the date and time of calls and shall submit it to the County prior to the 5th business day of the following month.

The County shall pay the Contractor the monthly amount plus any additional due for phone calls within 30 days of receiving an invoice and log from the Contractor for phone call charges.

6. EVALUATION AND MONITORING

The Contractor shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this Contract. The Contractor will retain all books, records, documents and other material relevant to this Contract for six (6) years after expiration of the Contract, or from the date final payment hereunder is made, whichever is later.

The County or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the County or the State Auditor may deem necessary, those books, records, documents and other evidence

retained by the Contractor with respect to all matters covered in this Contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Contract. These rights shall last for six (6) years after expiration of the Contract, or from the date final payment hereunder is made, whichever is later.

The County will use reasonable security procedures and protections to assure that related records and documents provided by the Contractor are not erroneously disclosed to third parties. To the extent chapter 42.56 RCW permits, pertinent records and other documents in any medium furnished by the Contractor will remain its property unless otherwise agreed.

The Contractor shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this Contract that the County needs to have conducted.

7. RECORDS RETENTION

This Contract and all records associated with this Contract shall be available from the County for inspection and for copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). The Contractor shall keep all books and records required by law and this Contract for six years after termination or expiration of this Contract. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure; the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the

County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

Contractor agrees to indemnify and, to the greatest extent legally possible, to hold harmless the County in any action by a third party due to the negligence, recklessness or intentional actions by the Contractor relating to its performance of this contract. This includes any lawsuit filed by a third party for the County's allegedly improper release of confidential or proprietary information pursuant to a public records request.

8. COMPLIANCE WITH STATE AND FEDERAL LAWS

Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who, in the performance of this contract, have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.

If providing services to youth, the Contractor shall ensure that requirements of WAC 110-04-0040 are met.

The Contractor, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any sensory, mental, or physical disability. Implementation of this provision shall be consistent with RCW 49.60.400.

The Contractor shall comply with all federal and state laws, including, but not limited to chapter 49.60 RCW — Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. — the Americans with Disabilities Act (ADA), and Public Law 104191, Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

9. EMPLOYMENT RELATIONSHIPS

- a. The Contractor's services shall be furnished by the Contractor as an Independent Contractor and not as an agent, employee or servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The Contractor acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Pacific County employees.

- c. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent or representative of the County.
- d. The Contractor shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of this Contract.
- e. The Contractor agrees to immediately remove any of its employees, representatives or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the County's Contract representative or designee.
- f. No portion of this contract may be subcontracted to a third party by the Contractor without prior written approval of the County.
- g. The Contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to the Contractor and all of Contractor's employees, if any, engaged in the performance of work under this agreement. The Contractor shall furnish to the County, on its request, a certificate or other evidence of compliance with all State or Federal laws concerning contributions, taxes, and payroll assessments. In addition, the Contractor agrees to pay any and all taxes or assessments of whatever nature or kind levied or assessed as a consequence of the work performed or on the compensation to be paid under this contract.

10. INDEMNIFICATION/HOLD HARMLESS

To the extent of its comparative liability, each party agrees to indemnify, pay costs to defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

Survival of Indemnity Obligations. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Contract.

11. INSURANCE

Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this contract, CONTRACTOR shall obtain, provide and maintain during the term of this contract, policies of insurance, of the type and amounts described below, and in a form satisfactory to the COUNTY.

General Liability Insurance. CONTRACTOR shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$5,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

Professional Liability (Errors & Omissions) Insurance. CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

Workers' Compensation Insurance. CONTRACTOR shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

The Contractor must name the County as an additional insured. The Contractor agrees that its liability insurance shall be primary and non-contributory to the County's and that Contractor's liability insurance policy shall so state.

12. TERMINATION OF CONTRACT

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of its covenants, agreements or stipulations, the County shall thereupon have the right to terminate this

Contract and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the Contractor describing such default or violation.

Notwithstanding any provisions of this Contract, either party may terminate this Contract by providing written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date. Payment for Project-related expenses incurred by the Contractor and not otherwise paid for by the County prior to the effective date of such termination shall be as the County reasonably determines.

Termination by Necessity: In the event that Governmental funding is provided for this project, and that funding is withdrawn, reduced or limited in any way after the effective date of this Contract and prior to normal completion, the County may elect to suspend or terminate this Contract, in whole or in part, as a termination for convenience with a ten calendar day notice to Contractor, to the extent possible, subject to renegotiation at the County's discretion under those new funding limitations and conditions. Termination or suspension under this paragraph shall be effective upon the date specified in the written notice of termination or suspension sent by the County to the Contractor. After the effective date, no charges incurred under this Contract are allowable.

Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the Board of County Commissioners of sufficient funds to support the work described in this Contract. Should such an appropriation not be approved, this Contract shall terminate at the close of the current appropriation year, and the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract after the date of termination.

13. SPECIAL PROVISION

The failure of the COUNTY to insist upon the strict performance of any provision of this Contract or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Contract.

14. SEVERABILITY

In the event any provision, or any portion thereof, contained in this Contract is held to be unconstitutional, invalid or unenforceable, said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this Contract shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

15. DISPUTE RESOLUTION

Except as otherwise provided in this Contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the County, a representative appointed by the Contractor, and a third party mutually agreed upon by both parties. This team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

16. GOVERNING LAW AND VENUE

This Contract shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The superior court of Pacific County, Washington shall be the venue for any suit between the parties arising out of this Contract.

17. ADMINISTRATION

The following individuals are designated to co-administer this Contract. They shall also serve as their respective party's contact person for any and all communications relative to this Contract.

For the COUNTY: Corey Flynn, Jail Superintendent
 Sheriff's Office
 P.O. Box 27
 South Bend, WA 98586
 Telephone: (360) 875-9334

For the CONTRACTOR: Scot Attridge, CFO
 Willapa Harbor Hospital
 P.O. Box 438
 South Bend, WA 98632
 Telephone: (360) 875-5526

18. ENTIRE CONTRACT

This contract represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any parties hereto.

IN WITNESS WHEREOF, representatives of both the CONTRACTOR and the COUNTY executed this Contract the date(s) so noted below.

CONTRACTOR
WILLAPA HARBOR HOSPITAL

PACIFIC COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONER

Print Name _____
Date _____

Lisa Olsen, Chair

Phone #

Frank Wolfe, Commissioner

Signature

Mike Runyon, Commissioner

Robin Souvenir, Sheriff

APPROVED AS TO FORM

Prosecutor's Office WSBA #

ATTEST:

Marie Guernsey
Clerk of the Board

Date _____