

CONTRACT FOR JAIL HEALTH SERVICES

THIS AGREEMENT is entered into by Valley View Health Center, of 2690 NE Kresky Avenue, Chehalis, Washington 98532, hereinafter known as the "Contractor" and Pacific County, hereinafter known as the "County".

1. RECITALS:

- 1.1 WHEREAS, the County is responsible by state law to provide Jail Health Services, and;
- 1.2 WHEREAS, the County is unable to employ a full time Jail Health Officer, and;
- 1.3 WHEREAS, the Contractor is a fully functional health care center employing doctors and nurse practitioners capable of acting as Jail Health Officer, and;
- 1.4 WHEREAS, the Contractor is willing and prepared to assume the responsibilities of Jail Health Care as set forth within this Agreement.

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:

2. DUTIES OF THE CONTRACTOR

The Contractor shall perform the following duties:

- 2.1 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 officer.
- 2.2 Refer inmates for necessary treatment that is beyond the scope of the Jail Health Program.
- 2.3 Document in writing or electronically all medical evaluation, treatment and services provided to inmates by the Contractor.
- 2.4 Maintain medical records.
- 2.5 Evaluate and update the Pacific County Sheriff's Health Care System Manual as necessary.
- 2.6 Inventory the necessary medical/first aid supplies to be used in providing Jail Health Services.
- 2.7 Oversee medical distribution, including those medications brought into the facility by inmates.

- 2.8 Develop a medication administration and handling system and educate Jail personnel on same.
- 2.9 Provide 24-hour phone triage and consultation by an advanced registered nurse practitioner or equivalent.

3. DUTIES OF THE COUNTY

The County shall perform the following tasks:

- 3.1 Provide a complete written or electronic log of inmates requesting sick call attention including the nature of their complaint.
- 3.2 Provide a medical examination room sufficient for use and a security officer who will accompany the nurse practitioner when in contact with inmates.
- 3.3 Provide necessary medical and recording supplies for carrying out the duties of the Contractor.
- 3.4 Provide the Contractor with a copy of the laws regarding or pertaining to Jail Health Services.

4. COMPENSATION FOR THE CONTRACTOR

- 4.1 The County agrees to pay the Contractor 55.5 cents per commuting mile for trips to the Pacific County Jail to provide Jail Health Services.
- 4.2 To compensate the Contractor for providing Jail Health Services, the County agrees to pay the Contractor \$140.00 dollars per hour. This rate of \$140.00 per hour shall be paid only for the time spent in the Pacific County Jail providing Jail Health Services and for the time spent on the telephone responding to emergency triage requests under subsection 2.9. The Contractor shall make and maintain a record of the time and services rendered during the performance of this Agreement. The Contractor shall submit an itemized statement of the time and services rendered on a monthly basis. Hours of service shall be documented to the satisfaction of the Sheriff or his designee. Any work in excess of 16 hours in a given month must be preapproved by the Sheriff or his designee. If this preapproval is not obtained by the Contractor, the County shall not be obligated to pay the Contractor for services rendered and commuting mileage.
- 4.3 The County shall pay contractual charges within 30 days of receiving an itemized bill from the Contractor.
- 4.4 The parties agree that the Contractor is an independent contractor, and not an employee of the County. The Contractor hereby agrees not to make any representations to any third party, nor to allow such third party to remain under any misimpression that the Contractor is an employee of the County.

4.5 The County will provide no additional compensation, benefits, or any other remuneration beyond the contract amounts set forth immediately hereinabove. 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.

4.6 The Contractor agrees to pay any local, state, or federal taxes applicable to compensation or income received by the Contractor pursuant to this Agreement.

5. TERM – RENEWALS

This Agreement shall be deemed to be effective as of June 11, 2012 and shall continue for 60 days.

6. INSURANCE

The Contractor shall maintain and provide the County proof of occurrence based medical malpractice insurance in the amount of a minimum of \$1,000,000.00 or greater per occurrence, and \$5,000,000.00 aggregate or greater for the term of this Agreement. The policy must name the County as an additional insured and have a forty-five (45) day cancellation notice if cancelled or altered. If the policy is cancelled or altered, the Contractor shall notify the County of the change within five days of receiving notice from the insurance company. The Contractor agrees that its medical malpractice insurance shall be primary to the County's in the event that a claim or suit for damages is brought against both the Contractor and the County. The Contractor shall provide a Certification of Insurance including the forty-five (45) day notice provision and any and all endorsements to the County.

The Contractor shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc., for any and all of its employees as might apply.

7. HOLD HARMLESS/INDEMNIFICATION

In accepting this Agreement, the Contractor, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the County and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s) or omission(s), or strict liability of the Contractor or its employees, agents, successors, or assigns. If the above sentence applies and a suit or action is brought against the County, its offices, its employees, or any combination thereof, the Contractor, including its successors or assigns, shall defend the suit or action at their sole cost and expense and shall fully satisfy any judgment that is rendered against the County, its officers, its employees, or any combination thereof.

8. APPLICABLE LAWS, VENUE, AND ATTORNEY FEES

This Agreement shall be governed, construed, and enforced in accordance with the Laws of the State of Washington. The parties agree that any litigation pertaining to this Agreement shall be commenced in the Pacific County Superior Court. The prevailing party in any lawsuit shall be entitled to reasonable attorney fees.

9. ASSIGNABILITY

The Agreement and the relationship created thereby between the County and the Contractor are personal to the Contractor, and neither the Agreement nor any provision contained therein shall be assigned by the Contractor to any person, firm or corporation without the express written consent of the County.

10. QUALIFICATIONS

The Contractor shall be licensed in the State of Washington during the entire period of this Agreement as an active ARNP with PRESCRIPTIVE AUTHORITY FOR LEGEND DRUGS VALID with a CURRENT RN LICENSE or a Doctor with appropriate credentials. If this provision is breached, the County shall have the authority to terminate this Agreement immediately by providing written notice to the Contractor.

11. NON-DISCRIMINATION IN SERVICES

The Contractor shall not discriminate against any person presenting himself/herself for service because of race, religion, color, sex, age, national origin, physical or mental impairment, or other disability.

12. MISCELLANEOUS

12.1 Representative and Notices. All correspondence and notices to the Contractor shall be directed to the Contractor at 2690 NE Kresky Avenue, Chehalis, Washington 98532. The County shall be represented by Scott L. Johnson, Pacific County Sheriff, who has authority to act for the County with respect to matters relating to the interpretation and the performance of this Agreement. All correspondence and notices to the County shall be directed to his attention at Pacific County Sheriff's Office, P.O. Box 27, South Bend, Washington 98586. Notices may be delivered personally or mailed by certified mail, return receipt requested. The address may be changed from time to time by giving notice thereof in the manner provided by this Section.

12.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and contains all the agreements between the parties with respect to any subject matter hereof. This agreement supersedes any and all others with respect to the subject matter hereof. No amendments may be made to the terms of this Agreement except in writing, signed by both parties.

12.3 No Waiver. No failure of the Contractor or the County to insist upon the strict performance of any provision of this Agreement shall be construed as depriving the County or the Contractor of the right to insist on strict performance of such provisions or any other provision of this Agreement in the future. No waiver by the Contractor or the County of any provision of this Agreement shall be deemed to have been made unless it is made expressly in writing and signed by the other party.

12.4 Severability. If any provision of this Agreement or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the remainder of this Agreement, or the application of the provision to other persons or circumstances, shall not be affected.

12.5 Binding Effect. This Agreement shall be binding on the parties hereto and on their respective executors, administrators, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SCOTT L. JOHNSON
Pacific County Sheriff

Date: _____

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

DAVID J. BURKE
Pacific County Prosecuting Attorney

VALLEY VIEW HEALTH CENTER, INC.

By: _____
(printed name) (title)

Date: _____

PACIFIC COUNTY BOARD OF COMMISSIONERS

Lisa Ayers, Chair

Norman "Bud" Cuffel, Commissioner

Vacant, Commissioner