

CONTRACT FOR JAIL HEALTH SERVICES

Between
PACIFIC COUNTY, WASHINGTON
And
WILLAPA HARBOR HOSPITAL

THIS CONTRACT is entered into by Willapa Harbor Hospital, POB 438, South Bend, Washington, hereinafter known as the "CONTRACTOR" and Pacific County, POB 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:

DUTIES OF THE CONTRACTOR

The CONTRACTOR shall perform the following duties:

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.

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.

Serve as liaison with outside health care providers or hospitals to coordinate discharge planning.

At least annually, review existing health education program for inmates and jail staff and make recommendations to the COUNTY regarding possible changes.

At least annually, review exiting quality assurance policies and procedures and make recommendations to the COUNTY regarding possible changes.

Document in writing or electronically all medical evaluation, treatment and services provided to inmates by the CONTRACTOR.

Maintain medical records. All medical records are the property of the COUNTY.

Evaluate and update the Pacific County Sheriff's Health Care System Manual as necessary.

Inventory the necessary medical/first aid supplies to be used in providing Jail Health Services.

Develop a medication administration and handling system and educate Jail personnel on same

Oversee medication distribution, including those medications brought into the facility by inmates.

Provide 24-hour phone triage and consultation by physician's assistant.

DUTIES OF THE COUNTY

The COUNTY shall perform the following tasks:

Provide a complete written or electronic log of inmates requesting sick call attention including the nature of their complaint.

Provide a medical examination room sufficient for use and a security officer who will accompany the nurse practitioner when in contact with inmates.

Provide necessary medical and recording supplies for carrying out the duties of the CONTRACTOR.

Provide the CONTRACTOR with a copy of the laws regarding or pertaining to Jail Health Services.

Integrate the medical record created by the CONTRACTOR into the COUNTY Inmate Management System.

COMPENSATION

The COUNTY agrees to pay the CONTRACTOR \$2,500 for the month of March 2016, and \$5,000 per month from April through December 2016. The COUNTY agrees to pay \$6,000 per month from January through December 2017. 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.

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.

PUBLIC RECORDS ACT

This Contract and all public records associated with this Contract shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). 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.

COMPLIANCE WITH STATE AND FEDERAL LAWS

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 104-191, Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

EMPLOYMENT RELATIONSHIPS

The CONTRACTOR, its employees or agents performing under this contract are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the CONTRACTOR will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

INDEMNIFICATION/HOLD HARMLESS

To the extent of its comparative liability, each party agrees to indemnify, 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.

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 or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

- A. 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.
- B. 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.
- C. 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).
- D. 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.

CONTRACT MODIFICATIONS

The COUNTY and the CONTRACTOR may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this Contract. It is mutually agreed and understood that no alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein shall not be binding. For example and without limitation, an amendment to this Contract must be approved in writing by the COUNTY prior to the CONTRACTOR expending funds for services covered within that amendment. Costs incurred by the CONTRACTOR in contravention of this Paragraph are the sole responsibility of the CONTRACTOR.

CONTRACT PERIOD

The terms of this CONTRACT and the performance of the parties hereto shall be deemed to have commenced the 19th of March 2016. It will continue in effect through the 31st day of December 2017 unless sooner terminated or extended as provided herein.

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.

SPECIAL PROVISION

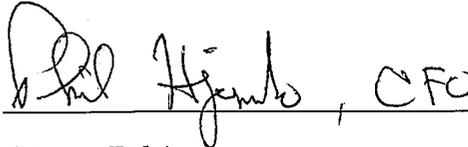
The failure of the COUNTY to insist upon the strict performance of any provision of this Contract or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Contract.

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.

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

CONTRACTOR
WILLAPA HARBOR HOSPITAL



(Name, Title)

BOARD OF COUNTY
COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Frank Wolfe, Chair

ATTEST:

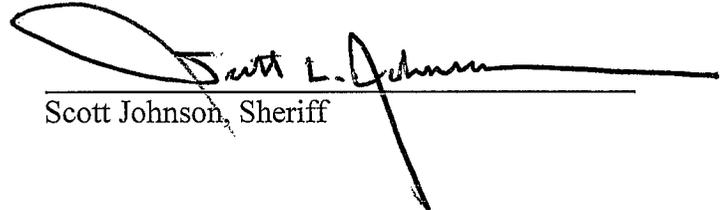
 _____ 3-16-16

(Name, Title)

Date

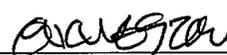
Lisa Ayers, Commissioner

Steve Rogers, Commissioner



Scott Johnson, Sheriff

APPROVED AS TO
FOR

 _____ 21357

Pacific County Prosecutor's Office

WSBA#

ATTEST:

Marie Guernsey

Clerk of the Board