



BOARD OF YAKIMA COUNTY COMMISSIONERS

Agenda Request Form (ARF)

Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.

Prepared by: Kimberly Ruelas

Department: Human Services

Requested Agenda Date: 2/25/2025

Presenting: Esther Magasis

Board of County Commissioners Record Assigned

#

BOCC Agreement

0 6 4 - 2 0 2 5

Yakima County, WA

Action Requested – Check Applicable Box:

PASS RESOLUTION

EXECUTE or AMEND

PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

ISSUE PROCLAMATION

OTHER _____

Document Title:

Yakima County Department of Corrections Comprehensive Healthcare Gap Mental Health Sales Tax 2025 Contract (YC-DOC-CHGAP-MHST-2025)

Background Information:

This contract is between Yakima County Human Services and Yakima County Department of Corrections as part of the allocation of funds from the Mental Health Sales Tax. This contract grants Yakima County Department of Corrections \$320,000 to cover the shortfall in Comprehensive Healthcare funding gap in mental health services for incarcerated individuals with mental illness from January 1, 2025, to December 31, 2025.

Describe Fiscal Impact:

\$320,000

Summary & Recommendation:

Recommend to approve.

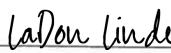
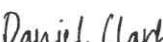
Esther Magasis

DC

Department Head/Elected Official Signature

Corporate Counsel Initial (for Agreements Only)

HUMAN SERVICES CONTRACT FACE SHEET

CONTRACTOR IS A <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> VENDOR		CONTRACT NUMBER: YC-DOC-CHGAP-MHST-2025	
1. NAME/ADDRESS: Yakima County Dept of Corrections 111 N Front Street Yakima, WA 98901 (509) 574-1758	2. ORIGINAL CONTRACT AMOUNT: \$320,000	5. PREVIOUS CONTRACT AMOUNT:	
	3. CASH MATCH REQUIREMENT:	6. MODIFICATION AMOUNT:	
	4. TOTAL CONTRACT AMOUNT: \$320,000	7. NEW TOTAL CONTRACT AMOUNT:	
8. CONTACT: Jeremy Welch 111 N Front Street Yakima, WA 98901 (509) 574-1758 Jeremy.Welch@co.yakima.wa.us	9. COUNTY PROGRAM CONTACT: Yakima County Human Services Melissa Holm, Manager 223 N 1st Street Yakima, WA 98901-2639 (509) 856-5005 Melissa.Holm@co.yakima.wa.us	10. COUNTY FISCAL CONTACT: Yakima County Human Services Kimberly Ruelas, Accountant II 223 N 1st Street Yakima, WA 98901-2639 (509) 823-8881 kimberly.ruelas@co.yakima.wa.us	
	11. CONTRACT START DATE: January 1, 2025	12. CONTRACT END DATE: December 31, 2025	
	13. FUNDING AUTHORITY: Yakima County – Mental Health Sales Tax		
14. CFDA NUMBER(s): N/A	15. CFDA TITLE(S): N/A		
16. PURPOSE: Comprehensive Healthcare Shortfall			
EXHIBITS: When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): EXHIBIT A – Special Terms & Performance Measures EXHIBIT B – Budget & Billable Categories EXHIBIT C – Service Agreement Between Comprehensive Healthcare and Yakima County			
This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.			
YAKIMA COUNTY DEPARTMENT OF CORRECTIONS  Jeremy Welch, Director		BOARD OF COUNTY COMMISSIONERS EXCUSED  Kyle Curtis, Chair	
2/10/2025 Date		 LaDon Linde, Commissioner	
Approved as to Form:  Deputy Prosecuting Attorney		 Amanda McKinney, Commissioner DATED: FEB 18 2025 Attest:  Julie Lawrence, Clerk of the Board Erin Franklin, Deputy Clerk of the Board	
Agreement Number BOCC Agreement			

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Yakima County, WA

GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

1. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
 - A. “Contract” The term contract is intended to mean an agreement creating obligations enforceable by law between the County and the contractor. For purposes of this “contract”, the parties agree that all terms contained in the General Terms and Conditions and Special Terms and Performance Measures including any Exhibits and other documents, as well as any other attachments, are considered part of the “contract”.
 - B. “CFR” means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
 - C. “Debarment” means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - D. “Director” means the Director of the Yakima County Human Services Department.
 - E. “General Terms and Conditions” means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
 - F. “Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - G. “Principals,” which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
 - H. “RCW” means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
 - I. “Subcontract” means a separate contract between the Contractor and an individual or entity (“Subrecipient”) to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.
 - J. “WAC” means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.

2. **Consideration:** The parties agree that the monetary consideration for this contract shall be identified in the face sheet and contained in the Budget section(s) of this Contract. The parties agree that the face amount of the contract is up to and not to exceed the full consideration due to the Contractor. Any additional modifications to this agreement regarding consideration must be mutually agreed to and be in writing to be effective.
3. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
4. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
5. **Circulars** These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The Federal Circulars found in Title 2 of the Code of Federal Regulations (CFR) provide the applicable administrative requirements, cost Principles and audit requirements. The Circulars are applicable to all non-federal recipients of Federal Awards unless specifically excluded. Subrecipients must follow this Circular and incorporated appendices and any future amendments, and any successor or replacement circulars or regulations.
6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.
7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the information.
 - A. Confidential information as used in this section includes:
 - I. All material provided to the Contractor by the County that is designated as "confidential";
 - II. All material produced by the Contractor that is designated as "confidential" by the County;
 - III. All personal information in the possession of the Contractor that may not be disclosed under State or Federal law. "Personal Information" includes but is not limited to: information related to a person's name, health, finances, education, business, use of government services, addresses, telephone

numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPPA).

B. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure, or violation of any State or Federal laws related thereto. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this agreement, whenever the County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of a Confidential Information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

8. **Conflicts of Interest:** Subrecipients shall provide a copy of their Conflict of Interest Statement/Policy prior to their first billing being paid. In addition, Subrecipients shall assure compliance with any applicable State or Federal laws relating to Conflicts of Interest.

9. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principals or Subrecipients becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.

10. **Disputes:** A Dispute Board shall determine disputes between the parties in the following manner: Each party shall appoint one member to the Dispute Board. The members appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Contract terms, and applicable statutes and rules and make a determination. This process shall constitute the final administrative remedy available to the parties. Each party reserves the right to litigate issues and matters in court de novo.

11. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.

12. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.
13. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.
14. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
15. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
16. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 16 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 16, the Contractor specifically waives any immunity granted under the

state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

17. Insurance:

- A. The County certifies that it is insured as a member of the Washington Counties Risk Pool, and is otherwise self-insured, and can pay for losses for which it is found liable.
- B. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and automobile liability insurance with minimum limits of \$2,000,000 per occurrence and \$5,000,000 aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall, provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under this Agreement.
- C. In the event the insurance coverage expires or lapses, the parties agree that the contractor shall have an affirmative duty to immediately notify Yakima County of such event. The parties agree that the agreement performance shall be immediately suspended, and payments shall cease, and contractor shall have 30 calendar days to proactively provide the county with a new proof of adequate current coverage. If the contractor fails to provide adequate proof of current coverage the agreement will be terminated.

18. Maintenance of Records: During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:

- A. Document performance of all acts required by law, regulation, or this Contract;
- B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
- C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.

19. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

20. **Order of Precedence:** In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- A. Applicable federal and State of Washington statutes and regulations
- B. Special Terms and Conditions of this Contract;
- C. This Contract.

21. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

22. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.

23. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.

24. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Director of the Human Services Department or his assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subrecipient of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subrecipient be unable to satisfy its joint and several liability, the County and the Contractor shall share in the subrecipient's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the Contractor. This term shall not apply in the event of a settlement by either the County or the Contractor.

25. **Reporting Requirements:** The Contractor shall be responsible for providing reports to the County on a regular basis throughout the term of this Contract. Such reports shall include, but not be limited to, performance measures and outcomes identified in Exhibit A.

The County may require monthly reports; however, in such cases, the County shall provide the Contractor with at least 45 days' notice prior to the commencement of monthly reporting. In addition to the monthly reports, the County reserves the right to request ad hoc reports as needed, to monitor and assess performance or address specific concerns.

26. **Contract Management Standards:** The Contractor shall maintain accurate records to account for its expenditures and program performance. The County has the right to monitor and audit the finances of the Contractor to ensure actual expenditures remain consistent with the spirit and intent of this Agreement. The County designee may inspect and audit all records and other materials and the Contractor shall make such available upon request.

27. **Internal Auditing Controls:** The Contractor shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All Contractor records with respect to any matters covered by this Agreement shall be made available to the County, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

The Contractor must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the County's Contract Representative, designated on the Face Sheet of this Agreement within the earlier of thirty (30) days after receipt of the auditor's report, or no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all findings and Management Letters, not only those related to funding received from the County. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the Contractor shall comply with Federal audit requirements for agencies who expend in excess of

\$750,000 of federal funds. The County reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The Contractor that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the Contractor's most recent Audited Financial Statement to the County's Contract Representative, designated on the Face Sheet of this Agreement. The Contractor that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of Contractor's fiscal year end to the County's Contract Representative by mail.

The Contractor is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

Failure of the Contractor to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

28. **Religious Activities:** The Contractor acknowledges no portion of the public funds shall be appropriated for or applied to any religious activity or essentially religious endeavors, including but not limited to religious worship, exercise or instruction.

The Contractor acknowledges that government-paid staff is prohibited from conducting religious activities during their on-duty grant funded hours.

ALL participation in religious activities by clients must be purely voluntary. Religious activities should be conducted in a place and in a manner that allows clients to opt in (such as going to a room or space separate from the main facility) and that does not stigmatize those who elect not to participate.

No services provided by the Contractor shall be denied due to person's religious affiliation or lack thereof.

29. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.

30. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

31. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima County's right to terminate this contract under the

provisions set forth in item 30 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.

32. **Suspension or Termination:** The County may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms or this Agreement, which included but are not limited to the following:

- A. Failure to comply with the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, policies, or directives as may become applicable at any time;
- B. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement including, but not limited to, the submission of any required documentation, certifications, or proof of compliance with contractual requirements, such as insurance certificates.
- C. Ineffective or improper use of funds provided under this Agreement; and/or
- D. Submission by the Contractor to the County reports that are incorrect or incomplete in any material respect.
- E. Contractor's suspension, debarment, insolvency, or other actions of Contractor or Subcontractor(s) deemed to materially undermine the intent of providing services under the agreement between the parties.

If the Contractor fails to meet any obligation under this agreement the Contractor shall have thirty (30) calendar days from the date of written notice from Yakima County to remedy such deficiencies. If the Contractor fails to provide the required items within the 30-day period, the Agreement will automatically enter suspension status, during which Yakima County reserves the right to terminate the Agreement at any time;

During suspension status, Yakima County is under no obligation to release funds or provide resources under this Agreement.

Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on the Face Sheet.

If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

The County reserves the right to terminate the contract immediately effective upon receipt of written notice to Contractor for any alleged material breach of the contract which may include alleged violations of Washington or Federal Law, and/or any other violation of the terms of this agreement that would materially frustrate the purpose of this contract and/or subject Yakima County to potential financial and/or tort liability.

33. **Title to Property:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Contract shall remain with the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Contract shall pass to and vest in the County. The

Contractor shall take reasonable steps to protect and maintain all the County property in its possession against loss or damage and shall return the County property to the County upon Contract termination or expiration, reasonable wear and tear excepted.

34. **Treatment of Client Property:** Unless otherwise provided in this Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under this Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property.

The Contractor shall provide clients under age 18 with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Contract, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

35. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the County.

36. **Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed to the representatives as identified on the Face Sheet of this agreement.

EXHIBIT A

SPECIAL TERMS & PERFORMANCE MEASURES

1. Purpose of the Agreement:

Yakima County Department of Corrections (YCDOC) holds a contract with Comprehensive Healthcare for services to mentally ill incarcerated individuals

YCDOC has an anticipated shortfall in their budget of \$320,000. The Board of County Commissioners agreed to fund this shortfall in an amount up to \$320,000 for the contract period listed out of Mental Health Sales Tax.

2. Key Activities:

These funds will be used exclusively to fund services provided by Comprehensive Healthcare under the Service Agreement Between Comprehensive Healthcare and Yakima County (BOCC Agreement 246-2023). Because these are shortfall funds, they can only be used after the existing DOC budget for this program has been exhausted. Language from the Service Agreement Between Comprehensive Healthcare and Yakima County can be found in Exhibit C. Any official modifications to the Service Agreement subsequent to the issuance of this contract will override the language found in Exhibit C.

EXHIBIT B

BUDGET

GRANTEE is authorized to spend no more than **THREE-HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$320,000) FROM January 1st, 2025, through December 31st, 2025.**

Category	Amount
Staff Salaries and Benefits	\$320,000
TOTAL	\$320,000

1. Non-Admin Expenses (Operations):

- A. The sub-grantee will not be allowed to submit expenses for reimbursement for items not listed on the initial RFP application unless prior approved by Yakima County Human Services Finance Manager. Yakima County reserves the right to assign a more detailed line-item budget to sub-grantees that matches the initial RFP application. Request for line-item adjustments must be submitted through email to the Finance Manager

2. Payment Procedures:

- A. Requests for reimbursement by the Contractor shall be submitted no more than once per month using the invoice form provided by the County.
- B. At the Contractor's first request for reimbursement, Yakima County Human Services will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the contract will be acceptable. All back-up documentation must be available to the County and all other auditors, upon request. Reimbursement of expenditures for staff time spent on more than one source will require timesheets reflecting hours charged to the contract
- C. Monthly invoices and documentation must be submitted as follows:
 - Electronically: Submitted electronic invoices must be sent to humanservicesinvoices@co.yakima.wa.us no later than the 25th of the

month. If the 25th falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 25th falls on a Sunday, invoices must be received by close of business the following Monday.

- Original invoice via delivery: Upon request, a signed original hard copy of the invoice must be submitted to Human Services. The signed original invoice must be received no later than the 25th of the month to be paid on the County's next scheduled warrant date at the following address:

Yakima County Human Services
223 N. 1st Street
Yakima, WA 98901

- D. All late invoices will not be paid until the following month; The decision to approve or deny payment of claims for services submitted more than 60 days after the end of the end of the invoice period shall rest solely with the Human Services Director; the Director's decision shall be final and not capable of right to appeal.
- E. Submitted invoices must explicitly allocate costs by contracted line items. The Contractor is responsible for ensuring submitted cost documentation is clearly associated with contracted line items. Invoices not meeting this requirement will be returned for correction (All submission deadlines still apply to invoices in need of correction).
- F. Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the County's Fiscal Contact as designated on the Face Sheet of this agreement.
- G. Submitted costs ineligible for reimbursement or not properly supported will be deducted from the Contractor's reimbursement. Contractor will be provided a summary of deductions and may opt to submit a supplemental invoice providing additional documentation before the next month's invoicing deadline for these costs only. Should a contractor opt not to re-invoice, these costs will be considered void as of the close of the next invoicing period.
- H. Contractor may request a budget line item be adjusted by up to 10% of the total annual amount between line items. Unless otherwise restricted by funding authorities, the contractor may request costs be moved between existing contractual line items but may not deviate from the contractual budget

by more than 10%. This request must be made in writing, is subject to approval by the Yakima County Human Services Director and shall not be construed to allow any modification contrary to other contract requirements in the General Terms, Special Terms, or referenced contractual documents.

- I. All program or billing related questions must be submitted to your agency's designated program manager directly at the Yakima County Human Services Department.

3. Duplication of Billed Costs:

- A. The Subrecipient shall not bill the Agency for services performed under this contract, and the Agency shall not pay the Subrecipient, if the Subrecipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

EXHIBIT C

SERVICE AGREEMENT BETWEEN COMPREHENSIVE HEALTHCARE AND YAKIMA COUNTY

See agreement starting on next page.

**SERVICE AGREEMENT
BETWEEN
COMPREHENSIVE HEALTHCARE AND
YAKIMA COUNTY**

I. PARTIES

THIS AGREEMENT is entered into between YAKIMA COUNTY, Washington, herein the "County", whose address is 128 N. 2nd Street, Yakima, Washington, 98901, and Comprehensive Healthcare, whose address is 402 S. 4th Ave, Yakima WA 98902, hereinafter "Comprehensive".

II. WITNESSETH:

In consideration of the terms and conditions contained herein and the attached documents, which are made a part of this contract by this reference, the parties hereto agree as follows:

Comprehensive shall do all work and furnish all materials necessary for performing the work in accordance with the terms and conditions described below.

III. RECITALS

- 3.1 Comprehensive desires to provide Behavioral Health care services and coordination services to inmates in the custody of the Yakima County Department of Corrections (YCDOC").
- 3.2 Medical services provided by Comprehensive under this Agreement shall include but not be limited to psychiatric medication management services.
- 3.3 Clinical services provided by Comprehensive under this Agreement shall include but not limited to screenings, case management, individual therapy, substance use disorder assessments, substance use disorder treatment, medication management, and clinical supervision.
- 3.4 Substance use disorder prevention and education services provided by Comprehensive under this agreement shall include parent training classes (Strong Families) and substance use disorder education groups.
- 3.5 Coordination services provided by Comprehensive under this Agreement shall include but not be limited to management and operational supervision of mental health programs and services, human resources, and supervision of direct support services.

3.6 The County shall provide information services support for Comprehensive employees in collaboration with Yakima County's Technology Services Department in order to connect Comprehensive employees to County and Comprehensive's email, intranet, and client data systems.

IV. TERM

4.1 The duration of this Agreement shall be from July 1, 2023 to June 30, 2025 unless otherwise terminated in accordance with Section 11.6 of this Agreement. This contract can be extended for up to six (6) consecutive years, with mutually negotiated rate increases accounting for increased contractor costs each year.

4.2 This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the County and Comprehensive.

4.3 The payment of money by the County under any provisions hereto is contingent upon the availability of funds appropriated to pay the sums pursuant to this Agreement. In the event that funding for this Agreement becomes unavailable, withdrawn, reduced, insufficient, or limited in any way, the County shall have the right to terminate or modify the terms of this Agreement without penalty and without the ninety (90) day notice period described in section 11.6, except for services already provided.

V. PROGRAM COORDINATION

5.1 General. Comprehensive shall provide program oversight and coordination services for the Behavioral Health Services of the Yakima County Department of Corrections (YCDOC). These services shall include, but not be limited to, program design, implementation, evaluation, modification, and termination. With guidance from YCDOC leadership, and within available resources, Comprehensive will update and formalize the policies and procedures for the jail based services. This includes changes stemming from the collaborative process from third party monitors.

5.2 The County will provide a work station for each of Comprehensive's staff within the YCDOC facility in which Comprehensive's staff provides services under this Agreement. The County will provide reasonable infrastructure to accommodate virtual Access, phone, computer, fax, and dedicated access to the County and Comprehensive's mainframe and email systems.

5.3 The County will provide computers, fax machines and the necessary equipment and furniture. The County shall be responsible for all costs (long distance calls, SCAN calls, etc.) associated with Comprehensive staff providing services in the

County facility. It is the intent of the parties to provide reasonable accommodation to Comprehensive without overly burdening the County.

- 5.4 The County will provide office and work space that reasonably ensures Comprehensive will maintain confidentiality in such a way as to comply with all state and federal requirements governing medical records management including, but not limited to, protecting patient confidentiality.

VI. CLINICAL SERVICES

- 6.1 Clinical. Comprehensive's case managers, Substance Abuse Disorder professionals, and therapists will provide clinical services to inmates who qualify within YCDOC. Only qualified staff will provide clinical services and will operate within their professional scope of practice.
- 6.2 Comprehensive staff shall contribute clinical information to assist in classification of inmates and housing decisions.
- 6.3 Clinical Supervision. Comprehensive staff will provide clinic supervision of Comprehensive personnel providing services within YCDOC.

VII. PROGRAM SUPPORT SERVICES

- 7.1 General. During the terms of this Agreement, Comprehensive shall provide support services and Behavioral Health case management assistance to facilitate the scheduling of appointments with Comprehensive staff, tracking and submitting paperwork, preparing transport lists, processing mail and answering telephones, and assisting with correspondence.
- 7.2 Staff shall assist in data collection associated with inmate care to include but not limited to caseload size, recording timeliness of services, and service volumes. Staff shall also track information regarding triage of service requests and collect data regarding screening and triage. Triage criteria shall be reviewed and approved by YDOC leadership.
- 7.3 Supervision. Support staff hired by Comprehensive shall be supervised by the designated Comprehensive Team Leader.

XIII. MEDICAL RECORDS

- 8.1 General. During the term of this Agreement, Comprehensive shall consult with YCDOC regarding the management and retention of medical records.
- 8.2 Medical Records Management. Medical records will be managed in such a way as to comply with all state and federal requirements governing medical records management including, but not limited to, protecting patient confidentiality and the sharing of mental health and chemical dependency treatment records with YCDOC. Mental health records shall only be released to YCDOC staff in compliance with RCW 71.05.445, 42 C.F.R., Part II, and the Health Insurance Portability and Accountability Act of 1996 and its successors.
- 8.3 Mental Health Records. All mental health records created or maintained by Comprehensive in the course of performing its duties for the County shall be the property of YCDOC. However, Comprehensive may only release such records to the County provided that release of such records is in accordance with applicable state and federal laws and regulations, including but not limited to RCW 71.05.603 (2)(j) and 45 C.F.R. Section 164.512(i). All mental health clinical records (screening, medication management notes, progress notes and others) created by Comprehensive in the course of performing its duties for the County shall be maintained by the County in the County's own record management system. Additionally, both parties agree to the conditions of the HIPAA/HITECH Business Associate Agreement signed in November 2012. Any release of medical and/or mental health information from these records shall be made in accordance with all applicable state and federal rules and regulations.

IX. FACILITES & EQUIPMENT

- 9.1 General. The County shall be responsible for and provide for facilities necessary to provide therapeutics services within YCDOC facilities. These facilities shall include, but not limited to, offices, office furniture and supplies, computers (see section XII, Computer and Network Equipment), phones, fax machines, program rooms, program supplies, and medical records storage.
- 9.2 Offices. The County shall supply and maintain offices and related equipment as determined by Comprehensive's Program Supervisor or designee and YCDOC Director or designee to facilitate the efficient work of the Mental Health Services team and to maintain confidentiality.
- 9.3 Safety and Security. YCDOC will take all necessary and reasonable security measures to ensure the safety of Comprehensive staff providing services within the YCDOC system.
- 9.4 Cost. The County shall provide facilities and equipment at no charge to Comprehensive.

X. COMPUTER & NETWORK EQUIPMENT

- 10.1 General. The County shall supply and maintain computers, software, and related equipment to facilitate the efficient work of the Mental Health Services team. This will include, but not limited to, supplying all infrastructure, hardware, software, and agreements (policies and procedures) necessary for communication within the YCDOC system and allow for the exchange of information with Comprehensive.
- 10.2 Equipment. The County will provide at least one PC per employee located on their desk and at least one printer per office.
- 10.3 Software. In addition to all necessary YCDOC software, each PC assigned to Comprehensive employees will be equipped with the software required for exchange of information between the employee's primary work site at YCDOC and Comprehensive.
- 10.4 Safe and Secure Connections. Comprehensive and YCDOC will take all reasonable actions to ensure that the connections between the two systems are safe and secure. Comprehensive and YCDOC will provide and maintain virus protection software and support. Comprehensive will take all reasonable actions to protect the County system when Comprehensive staff is remotely connecting to Comprehensive's system using YCDOC equipment via the Internet utilizing a secure VPN connection.
- 10.5 Service, Repair, and Support. The County will maintain computers and related equipment in satisfactory working order and repair. Comprehensive will work with the County to create necessary agreements and coordinate access to information services for Comprehensive employees.
- 10.6 Cost. The County shall provide computer equipment, software and related support at no cost to Comprehensive.

XI. MISCELLANEOUS PROVISIONS

- 11.1 Inspections & Audits. Comprehensive will participate in inspections and performance audits conducted by USM, ICE, and/or any other contracted agency of YCDOC. Comprehensive shall agree to an internal audit and shall provide all necessary support and cooperation in connection with inspections of Yakima County detention facilities.

- 11.2 **Access to Management Information.** The County shall have complete and unlimited right to access any and all information maintained by Comprehensive that may be used to insure compliance with the contract terms and conditions. Comprehensive shall make available all records requested within three (3) business days and all statistical and/or financial data within five (5) business days of the request.
- 11.3 **Permits and Licenses.** Comprehensive shall maintain all permits and licenses required by Federal, State or local laws, rules and regulations necessary for the implementation of the proposed work undertaken by Comprehensive. It is the responsibility of Comprehensive to have and maintain the appropriate certificates valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all personnel working on the job for which a certificate is required.
- 11.4 **Unusual Costs.** Comprehensive may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. Comprehensive's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from Comprehensive, and Comprehensive shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be based upon the documentation offered by Comprehensive and any supplemental documentation supplied by the County. The County reserves the right to rescind any price relief granted should the circumstances change and prices go down.
- 11.5 **Changes in Staffing and Services.** Comprehensive may petition the County at any time to add or subtract personnel or services to provide for the Behavioral Health needs of YCDOC inmates. Comprehensive's request shall include adequate justification for the staff or service changes as well as specifying the amount of the rate adjustment associated with the change. The County may request from Comprehensive, and Comprehensive shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within thirty (30) days of receipt of the request and all other additional information required by the County. Any rate redetermination shall be based upon the documentation offered by Comprehensive and any supplemental documentation supplied by the County. The County reserves the right to request staffing or service changes should the circumstances change including changes in inmate population counts.

- 11.6 **Termination / Cancellation of Contract.** Either party may terminate or cancel the contract without cause with a minimum of ninety (90) day's written notice. **Termination or cancellation of the contract shall not relieve either party of any obligations for any deliverables entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).** **Termination or cancellation of the contract will not relieve either party of any obligations or liabilities resulting from any acts committed by either party prior to the termination of the contract.**
- 11.7 **This Agreement** may be terminated by either party for cause due to any material breach of this **Agreement**, so long as the non-breaching party has provided written notification to the breaching party of such material breach and the breaching party has failed to cure such breach within 30 days of the non-breaching parties notice.
- 11.8 **No termination shall** be effective until written notice of intent to terminate this **Agreement** stating the reasonable specificity the basis for the **termination** and identifying the sections of the **Agreement** that have been violated is mailed by certified mail, return receipt requested.

XII. PERFORMANCE

- 12.1 **Comprehensive** shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual preference, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of **Comprehensive**. **Comprehensive** agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 12.2 **In all solicitations or advertisements for employees placed by or on behalf of Comprehensive, Comprehensive shall** state that **Comprehensive** is an Equal Opportunity Employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 12.3 **Comprehensive shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each Contractor or vendor.**
- 12.4 **Comprehensive and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.**

- 12.5 Any information concerning the County, its products, services, personnel, policies or any other aspect of its business learned by Comprehensive or personnel furnished by Comprehensive in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by Comprehensive or any employee or agents of Comprehensive or personnel furnished by Comprehensive, without the prior written consent of the County.
- 12.6 Reports: YCDOC and Comprehensive shall agree on report contents and reporting schedules to comply with YCDOC contract and program review needs.

XIII. COMPENSATION

- 13.1 Cost Reimbursement. In lieu for services rendered under this Agreement, Comprehensive shall receive reimbursement for actual monthly expenses not to exceed those identified in Schedule 1 or \$600,000 per year without prior approval from YCDOC, unless a successful petition has been made to cover unusual costs under the process outlined in sections 11.4 and 11.5.
- 13.2 Independent Contractor. Each party shall perform its duties hereunder as an independent contractor and not as an employee. Neither the County nor any agent or employee of the County shall be deemed to be an agent or employee of Comprehensive, nor shall any agent or employee of Comprehensive shall be deemed to be an agent or employee of the County. Comprehensive shall pay, when due, all required employment taxes and income tax withholding including all Federal and State income tax and local head tax on any monies paid pursuant to this agreement. Neither the County nor Comprehensive shall have authorization, express or implied to bind the other to any agreements, liability nor did understanding except as expressly set forth herein.
- 13.3 Hours and Compensation. The parties agree to schedule service hours to address YCDOC inmate needs within standard five-day work shifts. Additions, reduction, or changes in the number of hours or changes in schedules will be made by mutual, written agreement between the parties. For services provided by Comprehensive pursuant to this Agreement, the County shall compensate Comprehensive at the rates specified in Schedule 1 of this Agreement.
- 13.4 Indirect Costs. Comprehensive shall provide an annual estimate of indirect costs, not to exceed the costs specified in the annual program budgets included in Schedule 1.

XIV. ADDITIONAL SERVICES PROVIDED BY COMPREHENSIVE TO COUNTY

14.1 Psychiatric Medication Management Services. Services described in section 14.1 are provided by a combination of Comprehensive and YDOC funds. The County portion of these services are reflected in schedule 1.included in Schedule 1. During the term of this Agreement, a Comprehensive staff person licensed to provide medication management in Washington State shall be responsible for general duties and areas of responsibility as the psychiatric medical provider. The budget is built upon the assumption that these services will be provided by a clinical pharmacists. If these services are provided by a clinical pharmacist, the pharmacist will operate within the scope of practice defined by a collaborative Drug Therapy Agreement filed with the Board of Pharmacy. In the event that the services are provided by a Locum Tenens ARNP, the County will be charged for reimbursement of actual costs. Medication management services include the following:

- a. Provide patient care including screening and medication management for psychiatric conditions.
- b. Provide client and program consultation to the YCDOC Mental Health Services staff.
- c. Participate in team meetings with YCDOC staff as mutually agreed by the County and Comprehensive or as determined necessary by YCDOC.
- d. Other duties may be added by mutual, written agreement between the parties.

14.2 Individual Therapy Services. Brief individual therapy services will be provided by Masters Level prepared staff. In addition, Therapist may provide treatment in a group setting.

14.3 Case Management Services. Case management services will be provided. During the term of this Agreement, Comprehensive staff will provide case management services to eligible inmates for the purpose of screening individuals for mental health needs, completing DSHS applications to initiate or restart benefits, and providing transition planning services for community reentry. Case managers may also offer group education and treatment while working under the supervision of a Masters Level therapist.

14.4 Substance Use Disorder services. A Substance Use Disorder Professional shall provide substance use disorder assessments, group education, group treatment, and referrals to outpatient services upon discharge from the facility.

14.5 Crisis and Critical Incident Access. Comprehensive shall provide mental health consultation 24 hours a day, 7 days a week to YCDOC through in house mental health staff or an on-call person through Comprehensive's Acute Care Services when mental health care staff are not physically present in the facilities. Mental health staff will provide regular visits and evaluations to all inmates in need of a mental health evaluation as determined clinically necessary by Comprehensive, and to meet the security and safety needs of YCDOC facilities.

Inmates confined to individual cells due to suicide risk or for mental health reasons will be visited and evaluated in accordance with YCDOC policy. On-call consultation is available through in house staff during the work week or through Acute Care Services after hours to address other critical situations which may arise.

- 14.6 Sexual Assault & Crime Victim Services. Sexual Assault & Crime Victims Advocates are available to meet with eligible inmates to provide services during incarceration and after release. Program staff are also available to provide trainings on sexual assault, trauma, and other topics to YCDOC personnel as requested and as time and funding permits.
- 14.7 Strong Families Classes. Strong Families class series will be offered to eligible inmates as funding, enrollment, space, and staffing permit.
- 14.8 Mental Health Training. Training on mental health topics for YCDOC Staff is available on a variety of topics as requested and as enrollment, space, and staffing permit. This will include the offering of eight Hour CIT (Crisis Intervention Teams) training with a curriculum specific to corrections.
- 14.9 In the event that funding for the services described in this becomes unavailable, withdrawn, reduced, insufficient, or limited in any way, Comprehensive shall have the right to terminate or modify the terms of this this Agreement without penalty and without the ninety (90) day notice period described in section 11.6.
- 14.10 Professional Judgment. In performing the duties described above, Comprehensive shall exercise professional judgment free and clear of any directional control by the County, provided that Comprehensive's actions do not conflict with the generally accepted medical practice. In providing administrative, supervisory, educational and all other duties not requiring independent professional judgment, Comprehensive shall perform such duties in conformity with the directions of the Director of YCDOC and/or his designee.
- 14.11 Professional Standards. All services provided by Comprehensive clinical staff shall be in accordance with professional standards and ethics of the profession and shall be in accordance with applicable state, federal and local statutes, laws, ordinances and regulations.

XV. MEDICAL SERVICES PROVIDED BY YCDOC APPOINTEE(S)

15.1 **Nursing Services Provided.** During the term of this Agreement, YCDOC shall provide nursing services through an appointee. YCDOC nursing services appointee shall be responsible for conducting specific nursing services duties, including the following:

- a. Carry out all psychiatric prescriber orders.
- b. Dispense medications as prescribed.
- c. Notify appropriate Comprehensive clinical staff of medication non-compliance or medication errors in a timely fashion.
- d. Other duties may be added by mutual, written agreement between the parties.
- e. Complete YCDOC Health History Screening at booking and refer detainees with mental health needs to YCDOC Behavioral Health Services.

15.2 **Pharmacy Services.** During the term of this Agreement, YCDOC shall provide pharmacy services through an appointee. Such pharmacy services appointee shall be responsible for pharmaceutical services including the following:

- a. Filling all prescriptions as written in timely manner:
 1. Routine medication orders will be delivered to the client within 48 hours of the order(s) being received.
 2. Urgent and same day orders will be delivered to the client within 8 hours of the order(s) being received.
 3. Stat medication orders will be delivered to the client no more than 1 hour after the order(s) being received. Stat medication orders will be limited to those medications available in the YCDOC's emergency medication container.
 - a. The contents of the emergency medication container will be determined by the medical provider with input from the Behavioral Health provider.
 - b. Provide each inmate receiving medication for a psychiatric condition a minimum of a 14-day supply of those medications upon their release from incarceration.

15.3 **Professional Judgment.** In performing their duties described in this section, YCDOC's appointees shall exercise professional judgment free and clear of any directional control by Comprehensive, provided that the appointee's actions do not conflict with generally accepted medical practice. In providing administrative, supervisory, educational, and all other duties not requiring independent judgment, the appointees shall perform such duties in conformity with the directions of the Director of YCDOC.

15.4 **Professional Standards.** All services provided by YCDOC's appointees shall be in accordance with professional standards and ethics of the profession and shall

be in accordance with applicable state, federal and local statutes, laws, ordinances and regulations.

15.5 **Formulary.** All pharmacy services or supply of medication provided by YCDOC's appointee shall be in accordance with the formulary contractually agreed upon by YCDOC and the medical vendor. In the event the Comprehensive's provider desires to place and/or continue an inmate on medication not covered by the Formulary the following will occur:

- a. The provider will provide a written explanation as to the reason why it is necessary to continue and/or begin the inmate on the non-covered medication.
- b. For continuity of care reasons, Comprehensive may at its discretion elect to provide medication through its primary medication pharmacy, Genoa Healthcare Pharmacy, at no expense to YCDOC. Medication provided by Comprehensive through Genoa will be delivered by Comprehensive to the medical vendor for distribution. All medications provided will include proper inmate identification and dosing instructions on the medication label.

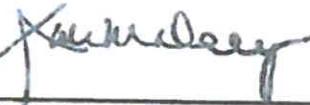
XVI. INDEMNIFICATION AND INSURANCE

16.1 The County agrees to indemnify, defend, and hold Comprehensive and its officials, officers, employees, and agents harmless from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses including reasonable attorney's fees and also including without limitation claims related to alleged mistreatment, injury to or death of any inmate, or any loss or damage to inmate property while such inmate is in YCDOC custody that result from or arise out of the sole negligent acts or omissions of the County, its elected officials, officers, employees, or agents in connection with or incidental to the performance or non-performance of the County's services, duties, and obligations under this Agreement.

16.2 Comprehensive agrees to indemnify, defend, and hold the County, its elected officials, officers, employees, and agents harmless from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses including reasonable attorney's fees and also including without limitation any other claims related to the services for which Comprehensive is responsible for providing under the terms of this Agreement or that result from or arise out of the sole negligent acts or omissions of Comprehensive, its officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Comprehensive services, duties, and obligations under this Agreement.

- 16.3 In the event that officials, officers, agents, and/or employees of both the County and Comprehensive are held liable, each party shall be liable in proportion to its share of fault in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).
- 16.4 Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.
- 16.5 The County and Comprehensive hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.
- 16.6 General Commercial and Professional Liability Insurance. Comprehensive covenants that, during the term of this Agreement, Comprehensive shall promptly notify the County of each and every claim of professional negligence or malpractice that may be made against Comprehensive or any person acting under Comprehensive supervision or authority, if such claim is made by a person who is or was a YCDOC inmate at the time of events at issue. During the term of this agreement, Comprehensive shall maintain general liability insurance in the amount of at least \$1 million per claim specifically covering all responsibilities assumed under this agreement. In addition, Comprehensive shall maintain professional liability insurance in the amount of at least \$3 million dollars per claim which specifically covers all responsibilities assumed under this agreement. Such insurance shall cover Yakima County its officials, employees, agents and volunteers as additional insured under the general liability insurance. Comprehensive shall provide the County with a certificate of insurance and proper written endorsements of the policy that fully effectuate and reflect the terms of this agreement (see Exhibit 1).

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of Comprehensive and the County of YAKIMA.


Jodi Daily, CEO Comprehensive Healthcare

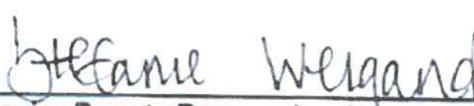
8/10/2023
DATE


Board of Yakima county Commissioners

AUG 29 2023
DATE


Director, Yakima County Department of Corrections, Jeremy Welch

8/21/23
DATE


Senior Deputy Prosecuting Attorney

8/21/23
DATE

**COMPREHENSIVE HEALTHCARE
YAKIMA COUNTY DEPARTMENT OF CORRECTIONS
FY 2024 (year 1 of contract)**

OPERATING REVENUES

Grants and Contracts	\$	903,420.72
Capitation	-	
Fee-For-Service	-	
Total Operating Revenues	\$	903,420.72

OPERATING EXPENSES

Salaries	662,640.96
Benefits and Taxes	197,892.29
Supplies	-
Emergency Funds	-
Contracted Services	-
Training	-
Travel Communication	-
Marketing	-
Printing	-
Insurance	-
Utilities	-
Rent	-
Recruiting	-
Dues and Fees Taxes	-
Miscellaneous Proviso	(96,864.00)
Indirect Costs 18.30 %	139,751.47
Total Operating Expenses	903,420.72
Operating Income/(Loss)	\$

NON-OPERATING REVENUES**NON-OPERATING EXPENSES****NET INCOME/(LOSS)**

Proviso Dollars will cover \$8072.00 / month or \$96,864.00 / year

\$	903,420.72
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BOARD OF YAKIMA COUNTY COMMISSIONERS AGREEMENT

Agreement Number

Service Agreement between Comprehensive Healthcare
& Yakima County Dept. of Corrections

BOARD OF COUNTY COMMISSIONERS

BOCC Agreement

24 6 - 2023

Yakima County, WA

LaDon Linde

LaDon Linde, Chair

Amanda McKinney

Amanda McKinney, Commissioner

Kyle Curtis

Kyle Curtis, Commissioner

DATED: AUG 29 2023

Attest:

jl

Julie Lawrence, Clerk of the Board or
Erin Franklin, Deputy Clerk of the Board

Approved as to Form:

Stefanie Weigand

Stefanie Weigand
Senior Deputy Prosecuting Attorney