CONTRACT FOR SERVICES

Between Whatcom County and CHPWHATCOM, Inc.

Whatcom County Contract No.
_____

CHPWHATCOM, INC. ("Contractor") and Whatcom County ("County") (collectively referred to as the "Parties"), agree and contract as set forth in this Agreement, including:

General Conditions, pp.____ to ____,

Exhibit A (Scope of Work), pp. ____ to ____,

Exhibit B (Compensation), pp. ____ to ____,

Exhibit C (Certificate of Insurance).

Copies of these items are attached hereto and incorporated as if fully set forth herein.

This Agreement shall commence on the 1st day of January, 2026, and terminate on the 31st day of December, 2028 (the "Agreement Period"), unless terminated or otherwise renewed by the Parties.

The general purpose or objective of this Agreement is to provide onsite correctional healthcare services to incarcerated persons within the physical custody of Whatcom County Jail, as more fully and definitively described in Exhibit A hereto. If any conflict arises between the language of Exhibit A and that provided under General Conditions, the language of Exhibit A controls.

The maximum consideration for the initial term of this Agreement beginning on January 1, 2026, and ending on December 31, 2028, plus two (2) 12-month renewal terms shall not exceed $22,656 000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection with this Agreement.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the Parties.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20 ____.

CONTRACTOR:

CHPWHATCOM, INC.

_____

Peter J. Freedland, M.D., M.B.A.

Chief Executive Officer

STATE OF WASHINGTON)

) ss.

COUNTY OF _____)

On this __ day of _____, 20 __, before me personally appeared _____ to me known to be the _____ (title) of _____ (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

_____

_

NOTARY PUBLIC in and for the State of Washington, residing at _____. My commission expires _____.

WHATCOM COUNTY:

Recommended for Approval:

_____

Department Director Date

Approved as to form:

_____

Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____

Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared Satpal Singh Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

_____

_

NOTARY PUBLIC in and for the State of Washington, residing at _____. My commission expires _____.

CONTRACTOR INFORMATION:
CHPWHATCOM, INC.
Peter J. Freedland, M.D., M.B.A.
Chief Executive Officer
100 N Howard St., Suite R
Spokane, WA 99201-0508

GENERAL CONDITIONS

Series 0.1: Provisions Related to Scope and Nature of Services

0.1 *Scope of Services:*

Contractor agrees to provide the County with services and materials as set forth in Exhibit "A," during the Agreement Period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10.1-11.5: Provisions Related to Term and Termination

10.1 *Term:*

The term of this Agreement shall commence on January 1, 2026, and end on December 31, 2028. Services provided by Contractor prior to or after the term of this Agreement shall be performed at Contractor's expense and are not compensable under this Agreement unless both Parties agree to such compensation in writing.

10.2 *Extension:*

The duration of this Agreement may be extended by mutual written consent of the Parties, for up to two (2) one-year periods for a total contract duration of no longer than five (5) years.

11.1 *Termination for Contractor's Bankruptcy or Insolvency:*

If Contractor becomes insolvent, is declared bankrupt, commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) business days of the mailing of the notice, whichever occurs first. If the Agreement is terminated under this paragraph, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the County resulting from the termination shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 *Termination for Reduction in Funding:*

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three (3) business days of the mailing of the notice, whichever occurs first. If the Agreement is terminated in accordance with this section, Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work through the effective date of termination.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three (3) business days of the mailing of the notice, whichever occurs first. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work through the effective date of termination. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether due to insolvency, decreased funding, or convenience, shall not constitute breach of contract by the County.

11.4 Termination for Cause:

If Contractor fails to perform its obligations under the Agreement and such default has not been cured within sixty (60) calendar days following written notice of the breach, the County shall have the right to immediately terminate this Agreement. Such notice shall be given by U.S. mail, first class postage prepaid, and termination shall be effective upon receipt of the written notice or within three (3) business days of the mailing of the notice, whichever occurs first. County shall pay Contractor for actual work performed at unit contract prices for completed items of work through the effective date of termination less any damages, attorney's fees, or costs County incurs arising out of Contractor's breach.

11.5 Termination Without Cause:

Either party may terminate this Agreement without cause. Any such termination will be effective ninety (90) calendar days after written notice is served. Notice hereunder shall be provided pursuant to Section 37.2 of this Agreement. Termination under this section shall not constitute a breach of contract by either party. In the event this Agreement is terminated without cause by either party, County agrees to pay Contractor for actual work performed at unit contract prices for completed items of work through the effective date of termination less any monies owed to County and any monies paid in advance to Contractor for services not yet rendered.

Series 20.1-23.1: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "C." Where Exhibit "C" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "C," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "C" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "C."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that

no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30.1-38.3: Provisions Related to Administration of Agreement

30.1 *Independent Contractor:*

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this Agreement to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of Contractor's breach of the provisions of this paragraph.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this *A*greement shall be accomplished by the Contractor. No portion of this *Agreement* may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County*, which shall not be unreasonably withheld, conditioned, or delayed*.

30.3 No Guarantee of Employment:

The performance of all or part of this Agreement by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the

Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property in connection with performance of this Agreement, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" under the terms of this Agreement.

Public Records Act. This Agreement and all records associated with it shall be available 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 at no cost 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 obligation shall be to

notify the Contractor (a) of the request at least ten (10) business days before the release of any information 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.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

This provision and the obligations it establishes shall remain in effect after the expiration of this Agreement.

31.2 Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:
A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

It is understood that in the course of the engagement established under this Agreement, each party may learn or obtain copies of confidential or proprietary software, systems, manuals, documents, protocols, procedures, or other materials developed by or belonging to the other party, and not generally available to the public (hereafter referred to as "Confidential Information"). All Confidential Information shall be and remain the property of the party originally having ownership thereof. Neither party will, without the express written consent of the other party, use the

Confidential Information of the other party, except as expressly contemplated by this Agreement, and the receiving party shall cease all use of the other party's Confidential Information upon the termination or expiration of this Agreement. Except as required by law or legal process, each party and their respective employees, subcontractors and their employees, shall maintain the confidentiality of the Confidential Information provided hereunder, and shall not disclose such information to third parties. Each party shall immediately give notice to the other of any judicial proceeding seeking disclosure of Confidential Information. *Each party* shall indemnify and hold harmless the *other*, *their* officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from *the other's* breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Insurance:

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this Agreement, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Agreement or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Agreement, whichever are greater.

1. **Commercial General Liability (CGL) Insurance**

Property Damage	$1,000,000.00, per occurrence
General Liability & bodily injury	$1,000,000.00, per occurrence
Annual Aggregate	$3,000,000.00

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. **Business Automobile Liability Insurance**

$2,000,000.00 Minimum, per accident

$4,000,000.00 Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than $1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. **Professional Liability Insurance**

$1,000,000.00 Minimum, per medical incident

$3,000,000.00 Minimum, Annual Aggregate

$4,000,000.00 Minimum, Annual Aggregate for corporate ancillary personnel

Contractor shall obtain professional liability insurance covering the negligent act, errors, or omissions of the professional in connection with the performance of services to the County. If any insurance policy or the professional liability insurance is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Agreement. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made coverage forms shall be maintained by the Contractor for a minimum of thirty-six (36) months following the Completion Date or earlier termination of this Agreement, and the Contractor shall annually provide the County with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the County to assure financial

responsibility for liability for services performed.

4. **Sexual and Molestation Liability Insurance**

$1,000,000.00 Minimum, per claim

$2,000,000.00 Minimum, Annual Aggregate

Contractor shall provide Sexual and Molestation Liability coverage in the form of a claims made insurance policy in the amount of $1,000,000 per claim, $2,000,000 annual aggregate.

5. **Cyber Liability Insurance**

$2,000,000.00 Minimum, per claim

$2,000,000.00 Minimum, Annual Aggregate

Contractor shall provide Cyber Liability coverage in the form of a claims made insurance policy in the minimum amount of $2,000,000 per claim, $2,000,000 per annual aggregate.

6. Additional Insurance Requirements and Provisions

a. All insurance policies shall provide coverage on an occurrence basis.

b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor and its subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.

c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.

d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.

e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Agreement. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.

f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this Agreement. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the Agreement. Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this Agreement, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the Agreement.

h. No Limitation on Liability. The insurance maintained under this Agreement shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.

i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Agreement are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.

j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.

k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Agreement.

l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Agreement or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.

m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the Agreement) any portion of this Agreement, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this Agreement and shall be subject to all of the requirements stated herein, including naming the County as additional insured.

n. The Contractor agrees that its insurance obligation shall survive the completion or termination of this Agreement for a minimum period of three (3) years.

34.3 Defense & Indemnity Agreement:

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold the County and its departments, 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, reasonable 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: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with Contractor's performance of this Agreement; or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County. If at any time the parties disagree on a denial to indemnify, the parties and their designated attorneys shall meet in good faith to resolve the disagreement and discuss denial of tender of a claim.

To the fullest extent permitted by law, County agrees to indemnify, defend and hold Contractor and its employees,

agents and volunteers, and its subcontractor and their employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, reasonable 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: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the County and its departments, elected and appointed officials, employees, agents and volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Agreement; or 3) are based upon County and its departments, elected and appointed officials, employees, agents and volunteers use of, presence upon, or proximity to their property. This indemnification obligation of the County shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the Contractor. If at any time the parties disagree on a denial to indemnify, the parties and their designated attorney shall meet in good faith to resolve the disagreement and discuss denial of tender of a claim.

Each party shall fully cooperate with the other to investigate, adjust, settle or defend any claims, action or proceeding, including writs of habeas corpus, brought in connection with the operation of the County's jail facilities with which Contractor may be connected. It is the intention of County and Contractor that the provisions of this section be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective departments, elected and appointed officials, directors, agents, employees, volunteers, and Contractor's subcontractors. It is also the intention of County and Contractor that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its departments, elected and appointed officials, directors, agents, employees, volunteers, and Contractor's subcontractors.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to either party by reason of entering into this Agreement, except as expressly provided herein. The Parties specifically agree that this Contract is for the benefit of the Parties only and this Contract shall create no rights in any third party. Both Parties reserve the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of their respective indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

The Parties' indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Parties are a material inducement for both to enter into this Agreement and are reflected in the Contractor's compensation.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to ensure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt of any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the

County, and Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this *Agreement* according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this *A*greement is:

Insert here*: Caleb Erickson, Chief Corrections Deputy, Whatcom County Sheriff's Office, 311 Grand Avenue, Bellingham, WA 98225. 360-778-6455.*

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

To County:
WHATCOM COUNTY SHERIFF'S OFFICE
311 Grand Avenue
Bellingham, WA 98225
[Attention: Caleb Erickson, Chief Corrections Deputy
Telephone: (360) 778-6455
Email: CErickso@co.whatcom.wa.us

To Contractor:
CHPWHATCOM, INC.
100 N Howard St., Suite R
Spokane, WA 99201-0508
Attention: Peter J. Freedland, M.D., M.B.A.
Telephone: () ___-____
Email: peter.freedland@chphealth.com

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) business days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) business day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

37.3 If agreed by the Parties, this Contract may be executed by Email transmission and PDF signature, and Email transmission and PDF signature shall constitute an original for all purposes.

38.1 Certification of Public Works Contractor's Status under State Law:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

If applicable, the Contractor further certifies, by executing this contract, that neither it nor its principles *are* presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of $100,000 or more and subcontracts for $25,000 or more if the primary contract is for $100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work for Whatcom County. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify

Program. Contractor agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit. Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

Series 40.1-45.1: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both *P*arties.

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

41.2 Waiver:

Waiver of any breach or violation of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same provision. No term or condition of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or *the failure to* exercise any option herein, shall not be construed to be a waiver or relinquishment or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

Differences between the Contractor and the County, arising under this Agreement shall be brought to the attention of the other party at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.

43.1 Notice of Potential Claims for Additional Compensation or Extension of Time:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) *calendar* days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) *calendar* days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

44.1 Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant

to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the *P*arties under, arising out of, or related to this Agreement or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) calendar days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The *P*arties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) calendar days after the arbitration demand, the Parties can agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date. Either party may decline to submit the dispute to nonbinding mediation and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Agreement shall be brought within six (6) years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six (6) years prior to a written request or demand for arbitration issued under this Agreement are not subject to arbitration.

The *P*arties may agree in writing signed by both *P*arties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

45.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom and/or the United States District Court in the Western District of Washington. This Agreement shall be governed by the laws of the State of Washington.

46.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 11.4, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

47.1 Entire Agreement:

This written Agreement, including the writings signed or otherwise identified and attached hereto as Exhibits, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the *P*arties.

EXHIBIT A

SCOPE OF WORK

Article I. Accreditation Requirements.

Section 1.01 CHPWHATCOM, INC hereinafter called **Contractor** shall provide services that meet all legal and community standards for correctional health care and be consistent with the 2018 National Commission on Correctional Health Care (NCCHC) standards, or any updated version of the Standards released during the tenure of this agreement, and the Washington Association of Sheriffs and Police Chiefs' (WASPC) accreditation standards.

Article II. Scope of General Services.

Section 2.01 *Adult Services. Main Jail and Work Center.* Contractor will provide on a regular basis professional medical, mental health, dental and related health care and administrative services for the inmates, including, but not limited to: a program for preliminary screening of inmates upon arrival and physical booking at the Main Jail and or Work Center, a comprehensive health evaluation of each inmate following admission to either facility, regularly scheduled care for nonurgent, urgent, and emergency episodic care, care for chronic conditions, nursing coverage, regular physician visits on site, medical housing unit care, hospitalization, medical specialty services, diagnostic and therapeutic services (e.g. imaging, radiation therapy), transportation requiring medically equipped or staffed vehicles, medical records management, pharmacy services, health education and training services, a quality assurance program, utilization management, administrative support services, and other services. To the extent health care is required and cannot be rendered on site, Contractor will make appropriate offsite arrangements for the rendering of such care. Contractor will provide emergency medical response to visitors and County staff as necessary and appropriate on site at no cost to the County.

(a) Location of Main Jail: 311 Grand Ave, Bellingham, WA 98225
(b) Location of Work Center: 2030 Division St, Bellingham, WA 98226

Section 2.02 *Juvenile Detention Nursing Services and ARNP Coverage.* Contractor will provide on a regular basis professional nursing services for the incarcerated youth, including, but not limited to: a program for preliminary screening of youth upon arrival and physical booking at the Facility, a comprehensive health evaluation of each youth following admission to the Facility, regularly scheduled care for nonurgent, urgent, and emergency episodic care, care for chronic conditions, nursing coverage, substitute physician/ARNP as needed. See Exhibit B.

(a) Location of Juvenile Detention: 311 Grand Ave, 6th floor, Bellingham, WA 98225

Article III. Comprehensive Health Care Services – Adult Services – Governance and Administration

Section 3.01 *Federal, State, and Local Laws*. Contractor shall comply with all Federal, State and Local laws, regulations and requirements applicable to the services and operations provided herein, and applicable Federal and State wage and hour requirements. Contractor shall obtain any and all licenses or permits necessary for the provision of medical services on the premises, as direct cost of operation, except those that may be imposed by the County to bring up to code the facilities, whereby the County shall be responsible. Upon request, Contractor shall provide copies of all staff/facility licensure that Contractor maintains.

Section 3.02 *Access to Care.* Contractor will ensure that all inmates have access to care for their serious medical, mental health, and dental needs. Contractor's responsible health authority (RHA) is expected to identify and work with facility leadership to remove any unreasonable barriers to inmates receiving care. This includes care provided on-location or at an off-site provider or hospital location.

Section 3.03 *Responsible Health Authority*. Contractor. will ensure that an individual is designated as the Responsible Health Authority for the facility. This individual is responsible for the coordination of the health care system at the facility. A written job description must be in place for this individual that spells out their

responsibilities. This individual is expected to be on location five days a week. The RHA will work with a designated responsible physician and the Correctional Healthcare Manager, with whom all final clinical judgments are made.

Section 3.04 *Correctional Healthcare Manager.* the Corrections Healthcare Services Manager (CHSM) is a COUNTY-employed position assigned to the Corrections Bureau and reports directly to the Chief Corrections Deputy. The CHSM provides on-site oversight and guidance pursuant to the terms of this agreement of the daily delivery of healthcare services within the jail system, including medical, mental health, and substance use disorder services. The CHSM works closely alongside the Contractor's Responsible Health Authority (RHA) to coordinate care operations, monitor contract performance, and ensure integration of healthcare services with custody operations. The CHSM plays a key role in quality improvement initiatives, Contractor collaboration, and system-wide healthcare planning. Contractor is expected to regularly interact with this individual to monitor all contract requirements and activities.

Section 3.05 *Medical Autonomy.* All healthcare decisions are expected to be made by qualified healthcare professionals and implemented effectively and safely.

Section 3.06 *Administrative Meetings.* Contractor is expected to coordinate the healthcare delivery system with the CHSM. This includes joint monitoring, planning, and problem resolution. A key strategy for ensuring coordination will be conducting regularly scheduled administrative meetings between the entities. These meetings are to take place weekly. The CHSM is to create and retain minutes of these meetings. Other administrative meetings will be scheduled as deemed necessary throughout the life of the contract.

Section 3.07 *Statistical Reports*. The Contractor agrees to work with the County to define reports that will assist in administrative oversight of the contract. Defined reports shall be presented to the Jail administration monthly. At minimum, statistical reports shall include the following information:

(a) *Monthly Pharmacy Reporting*:
  (i) Current month total spending
  (ii) Year-to-date total spending vs. annual threshold
  (iii) Amount remaining under threshold (or amount over threshold if exceeded)
  (iv) Number of prescriptions filled that month
  (v) Breakdown by therapeutic class (e.g., cardiovascular, psychiatric, infectious disease, substance use disorder treatment)
  (vi) Generic vs. brand name dispensing ratio
  (vii) Projected month when threshold will be exceeded based on current utilization trends
  (viii) Threshold Notifications: Contractor shall provide written notice when: Spending reaches 75% of annual threshold, 90% of annual threshold. Threshold is exceeded. Notifications at 75% and 90% shall include updated projections for total annual pharmacy spending.

(b) Off Site Care Utilization Report: Contractor shall provide monthly reports to the Corrections Healthcare Manager:
  (i) Number and type of off-site services by category (emergency department visits, hospitalizations, specialty consultations, diagnostic procedures)
  (ii) Aggregate costs by service category
  (iii) Average length of stay for hospitalizations
  (iv) Comparison to prior quarter and same quarter prior year

(c) Quarterly financial reconciliation to include:
  (i) Year-to-date pass-through spending vs. budget projections
  (ii) Explanation of variances >10% from anticipated costs
  (iii) Utilization trends driving cost increases
  (iv) Corrective actions for cost containment where clinically appropriate
  (v) Forecast of anticipated spending for remainder of fiscal year

Section 3.08 *Policies and Procedures.* Contractor is responsible for the development of policies and procedures that specifically define the delivery of health services at the County. The Contractor shall develop and provide to the

County for review and approval comprehensive written policies and procedures that meet legal and community standards for quality of care in a correctional setting. All policies of Contractor that involve responsibility of County staff shall be negotiated and reviewed at least annually. The rights and ownership of policies, procedures, and printed materials produced specifically for Whatcom County under the Scope of Work for this Agreement shall be vested in the County. Subsequent changes to or new policies will be provided to the County for approval prior to going into effect. The document must include a policy and procedure to address each applicable standard in the Standards for Health Services in Jails and each compliance indicator included in the NCCHC standards. The policy and procedure manual is to be reviewed annually, with proof of review provided through a signature page.

Section 3.09 *Continuous Quality Improvement (CQI) Program.* Contractor will be expected to continuously monitor its delivery of health care performance in the facility. This includes a defined CQI program, a CQI committee, the completion of CQI studies to identify areas that require improvement, and defined actions to be taken to achieve the desired improvement. CQI meetings should take place quarterly at a minimum. The minutes of the meetings are to be maintained for reference. In order to assure compliance with all the terms of this contract, the County retains the right to review all documents used to conduct health care operations at the County with reasonable notice, either via County employees or its agent(s). The County also retains the right to have its employees or agent(s) review patient medical records at any time without notice, in a manner consistent with federal and state laws and regulations. To that end, Contractor shall provide independent on-site access to CorEMR or other EMR® to the County's employees and/or its designated agents. The County or its agent(s) may conduct formal audits of specific contract performance indicators on a quarterly basis. Such audit may include review of documents chosen/sampled by the County in a manner and quantity chosen by the County, including random and purposive methods.

Section 3.10 *Medical Records.* Contractor will utilize CorEMR or other EMR®, to maintain a comprehensive, accurate medical record for each Inmate who has received health care services. Contractor will implement an appropriate electronic and/or paper-based fail-safe system that will support seamless, continued, and safe, patient care in the event that CorEMR or other EMR®, becomes temporarily unavailable These medical records will be maintained pursuant to applicable federal, state laws and regulations, and will be kept separate from the Inmate's confinement record. A copy of the applicable medical record will be available to accompany any Inmate who is transferred from the Facility to any other location where a copy of the record is required. Medical records will be kept confidential, and Contractor will follow the County's policy with regard to access by Inmates and Facility staff to medical records, subject to applicable law regarding confidentiality of such records. No information contained in the medical records will be released by Contractor except as provided by the County's policy, by a court order, or otherwise in accordance with applicable Federal, State laws and regulations. Inmate medical records are and will remain the property of the County. Upon termination of this agreement, if the County does not continue to use CorEMR or other EMR®, Contractor, at its own cost, is responsible for arranging meaningful transfer of all clinical data within CorEMR or other EMR®, into the medical record software the County has chosen to use going forward, provided the software is capable of receiving the records. Barring a system outage, each patient's up-to-date medical record will be available to the County or its designee at all times.

(a) Any proposed Electronic Health Record (EHR) system must interface with Motorola Solutions- Flex, the Jail Management System (JMS). This integration will ensure that inmate health data is efficiently shared across custody and medical services. The Contractor must ensure the EHR system can interface with Solutions- Flex through secure and compliant methods, enabling real-time data sharing between systems.

(b) Contractor's CorEMR or other EMR® system can generate reports that provide pertinent, meaningful information. Contractor will provide such reports promptly at no charge to the County. These reports will include, but not be limited to:

(i) All patient trips data: patient name, identification number, date of birth, date of trip, provider or facility visited, type of provider (e.g. cardiologist, ER, hospital admit, etc.); for ER/urgent care trips, also include: initial reason for referral, mode of transportation; for hospitalizations, also include: date of release.

(ii) All patients monitored for and/or treated for intoxication, withdrawal, risk of withdrawal data: patient name, identification number, date of birth, date treatment or monitoring began.

(iii) All patients newly diagnosed with or suspected of skin or soft tissue infection (SSTI) or other communicable/sexually transmitted infections or ectoparasites data: patient name, identification number,

date of birth, nature of infection (e.g. abscess scalp, diarrhea, TB, etc.). Note: this report includes suspected communicable infections, even if no antibiotics were given or no culture was obtained; the report does not need to (but may) contain infections which are not typically communicable.

(iv) All patients seen for a scheduled encounter in the jail health services data: patient name, identification number, date of visit, nature of visit (episodic care, chronic care maintenance, wound care, etc.), discharging professional (i.e. RN or practitioner responsible for determining the next plan of care).

(v) All requests for urgent or emergent care (if it is easier for Contractor, this information may be included in the previous report, appropriately labelled) data: patient name, identification number, date of request, location of patient at time of request, discharging professional (i.e. RN or practitioner responsible for determining the next plan of care).

Section 3.11 *HIPPA and HITECH Compliance*. Contractor and Contractor's Independent Contractors and Agents rendering services related to this Agreement shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement. Contractor and all Contractor's Independent Contractors and Agents agree to comply with the requirements set for in this Paragraph. This paragraph will survive termination of this agreement, regardless of the reason for termination.

Section 3.12 *Inmate Information*. In order to assist Contractor in providing the best possible health care services to Inmates, the County will provide Contractor with information pertaining to Inmates that Contractor and the County mutually identify as reasonable and necessary for Contractor to adequately perform its obligations hereunder, which shall include allowing Contractor access to the County's Inmate information management system as it relates to pertinent information that may assist Contractor in rendering necessary medical, mental health and/or dental care to Inmates housed within a Facility. Contractor will provide the Facility with information pertaining to Inmates identified by the County on a need to-know basis to maintain the safety of the Facility.

Section 3.13 *Contractor Records Available to County with Limitations on Disclosure.* In addition to the exchange of Inmate information under Article 3.11, Contractor shall make available to the County, at the County's request and at no cost, all records, documents and other papers relating to the direct delivery of health care services to Inmates hereunder if the delivery of health care services to an Inmate is an issue in any public records request, claim or litigation by or against the County, Contractor, or their agents, contractors, or employees within five (5) days of such request. The County understands that many of the systems, methods, procedures, written materials, computer programs and other controls employed by Contractor in the performance of its obligations hereunder are proprietary in nature and will remain the property of Contractor During the term of this Agreement and after its termination, information and/or documentation concerning this proprietary material may not be used, distributed, copied, or otherwise utilized by the County except as required by law or Court Order.

Section 3.14 *County's Records Available to Contractor with Limitations on Disclosure.* During the term of this Agreement, and for a reasonable time thereafter, the County will provide Contractor, at Contractor' s request, the County's records relating to the provision of health care services to Inmates as may be reasonably requested by Contractor or as are pertinent to the investigation or defense of any claim related to Contractor's conduct and performance to the extent allowable by law. Consistent with applicable law, the County will make available to Contractor such records as are maintained by the County, hospitals and other outside health care providers involved in the care or treatment of Inmates, to the extent the County has any control over those records, as Contractor may reasonably request. Any such information provided by the County to Contractor that the County considers confidential shall be kept confidential by Contractor and shall not, except as may be required by law or court order, be distributed to any third party without the prior written approval of the County. Contractor shall notify the Chief Corrections Deputy Deputy/designee and seek approval of any Contractor media official statements that may affect the County.

Section 3.15 Provisions outlined in Article 3 regarding confidentiality of information, and maintenance and release or records by both parties shall survive termination of this agreement to the extent allowable by law.

Section 3.16 *Procedure in the Event of an Inmate Death*. The RHA, the Correctional Healthcare Manager, and jail leadership will ensure that a thorough review occurs for all deaths in custody to ensure that areas of improvement are identified and acted upon. The timeframes for this review must meet the expected NCCHC timeframes and any applicable laws.

Section 3.17 *Grievances.* Contractor is expected to follow the facilities' grievance program to include responses within expected timeframes, with responses being based on principles of adequate care, and will provide a monthly summary report for grievances received.

Section 3.18 *Emergency Response Plan.* Contractor will ensure that medical services are prepared to respond effectively in emergency situations. The RHA must approve the plan's health aspects and coordinate all actions with custody leadership. Mass disaster drills and man-down drills are to occur based on NCCHC standards. Contractor is responsible for the arrangement of emergency care on a 24/7 basis.

Section 3.19 *Medical Observation Housing.* The facility provides a medical observation level of care only. The level of services at the County does not meet the intent of the NCCHC standard for infirmary care. Inmates requiring medical care can be housed on the 1st or 3rd floor. Eight cells have 2-3 bunks that can be used for this purpose. Contractor must provide a scope of service for using the assigned beds, including admission, treatment, and discharge order requirements. Use of the cells must be coordinated with custody and the Correctional Health Care Manager.

Section 3.20 *Segregated Housing.* Contractor will be notified when an inmate is placed in segregated housing. Health staff are expected to conduct a review of the inmate's health record to ensure there are no medical, dental, or mental health needs that require accommodations. If that need exists, medical will immediately notify custody for resolution of proper placement. This review is to be documented in the health record. There is a total of eight segregation cells located in the main jail. Contractor is expected to health check rounds at least 3 times a week. The rounds can be conducted by medical or mental health staff.

Section 3.21 *Infectious Disease Treatment and Reporting*. Contractor will provide a comprehensive institutional program that includes surveillance, prevention, and control of communicable diseases. This is to include a written exposure control plan that the responsible physician approves. The program must address the cleaning and sterilization of all medical and dental equipment. An agreement must be in place for the handling and disposal of biohazardous waste. There must be plans in place for the isolation of contagious inmates identified. Contractor will comply with all Whatcom County Health and Community Services reporting requirements.

Section 3.22 *Change in Standard of Care or Scope of services*. The price in Exhibit C, attached, reflects the scope of services as finally agreed upon by the parties to this Agreement. Should any new treatments, community standards of care, drug classes or diagnostic tests be mandated by community health care standards, or should the County request a change that increases the scope of services and care in this Agreement, and Contractor's increased service/care results in verifiable increases in cost to Contractor, the parties agree to negotiate the price of any increased cost. Prior to such negotiation, Contractor agrees to provide the County information sufficient to evaluate the scope and necessity of and any increase in cost.

Article IV. Security

Section 4.01 *General.* Contractor and the County understand the importance of security services to the safety of the agents, employees and subcontractors of Contractor as well as for the security of Inmates and the County's staff, consistent with the correctional setting. Accordingly, both the County and Contractor will cooperate with each other in addressing security issues. The County will use reasonable efforts to provide sufficient security to enable Contractor and its personnel to safely and adequately provide the health care services described in this Agreement,

however, nothing herein shall be construed to make the County, its elected officials, deputies or employees a guarantor of the safety of Contractor's employees, agents or subcontractors, including their employees.

Section 4.02 *Security Override.* In the event that Contractor recommends health care services for any Inmate or Contractor recommends that an Inmate be sent off-site for medical services, the County will not override Contractor's health care recommendations unless the transport poses a risk to the safety of the community, Facility staff or the Inmate(s).

Section 4.03 *Security During Transportation Off-Site.* The County will provide security in connection with the transportation of any Inmate between the Facility and any other location for off-site services.

Article V. Office Space, Equipment, Inventory and Supplies

Section 5.01 *General.* The County agrees to provide Contractor with office space, equipment (except equipment outlined in 5.05 which are the responsibility of Contractor), and utilities at the Facility sufficient to enable Contractor to perform its obligations pursuant to this Agreement. County shall be responsible for providing substitute space, if reasonably available and necessary, as mutually agreed by both parties should Contractor recommend that the designated Facility are inadequate for the purposes hereof or that the designated medical Facility become unsafe for any reason. The facility will provide the space, limited furniture, utilities, telephone, and security necessary for the efficient operation of the medical program. Copy machine and supplies are County owned and maintained. Contractor shall be responsible for providing its own computers, servers, software, printers, scanners, fax machines, office chairs, ergonomic-related equipment for office and computer workstations, and internet/data connection services.

Section 5.02 *Information Technology Infrastructure.* Contractor will install, maintain, and support an information technology infrastructure within the Facility. This infrastructure will be utilized only by Contractor's staff and authorized County personnel to support the provision of healthcare services within the Facility. County shall provide access to available capacity of the Facility telecommunications wiring infrastructure, which consists of fiber optic lines and Category 6 or higher copper lines. Contractor shall provide its own telecommunications access to the Facility.

Section 5.03 *Delivery of Possession*. The County will provide to Contractor, beginning on the date of commencement of this Agreement, the use of all supplies, medical equipment, and office equipment in place at the Facility health care unit which are the County's property or in the possession of the County. Contractor assumes the sole risk of using any County provided equipment and supplies except as relating to maintenance, repairs and replacement provided in section 5.05. At the termination of this Agreement, Contractor will return to the County possession and control of all medical equipment and office equipment, in working order, reasonable wear and tear excepted, which were in place at the County's health care clinic prior to the commencement of services under this Agreement. Any equipment and/or supplies belonging to the County will remain the property of County and any equipment supplied or purchased by Contractor shall remain the property of Contractor at the termination of the Agreement.

Section 5.04 *Medical Supplies*. Contractor shall be responsible as the agent of the County, for purchasing medical supplies necessary to comply with this Agreement. Contractor will be responsible for the appropriate disposal of medical hazardous waste.

Section 5.05 *Durable Medical Equipment.* The County's inventory of durable medical equipment for jail healthcare needs is listed as the following:

(a) 5 Medication Carts
(b) Dental Chair
(c) Portable X-ray
(d) Portable dental cart

(e) Autoclave
(f) Dental Sterilizer
(g) 5 Otoscopes/ophthalmoscopes with attachments
(h) 2 Medical grade pharmacy refrigerators
(i) 3 Centrifuges
(j) 2 EKG machines
(k) 2 Exam tables
(l) 2 Exam lights
(m) 3 Portable thermometers
(n) 2 Vital signs monitoring mobile carts
(o) Ultrasound doppler

Should any equipment be required to be purchased and/or replaced to provide necessary services within the jail as determined by Contractor the Contractor will be reimbursed up to $156,000. If equipment needs exceed $156,000, the Contractor shall submit a written request to the Chief Corrections Deputy a list of any additional necessary equipment. The County shall be responsible for the costs associated with purchasing and/or repairing any necessary equipment that the County has preapproved. Equipment purchased by the Contractor will become the property of the County when this contract expires.

Article VI. Comprehensive Health Care Services – Adult Services - Delivery of Health Care Services

Section 6.01 Contractor is expected to provide all healthcare services, including preventive care. The following minimum services are expected. Contractor must provide all aspects of care as defined by the NCCHC standards and the Washington Association of Sheriffs and Police Chiefs' (WASPC) accreditation standards, even if not explicitly mentioned in this document.

Section 6.02 *Refusal of Entry.* To ensure patient safety, Contractor must have a defined process for screening inmates before acceptance into the facility. Any inmate deemed to be unconscious, semiconscious, bleeding, emotionally unstable, severely intoxicated, exhibiting symptoms of alcohol or drug withdrawal, or otherwise in need of medical attention must be referred immediately for care and medical clearance into the facility. Contractor must have a clearly defined process to ensure this clearance occurs.

Section 6.03 *Receiving Screening*. A receiving screening will be performed on all inmates entering the main jail to ensure that emergency and urgent health needs are identified and addressed. The screenings are to be completed by a Registered Nurse (RN) and must occur within three hours of acceptance into the facility. The receiving screening is to be guided by the NCCHC standard indicators as required in the NCCHC standard for receiving screening. Referrals to a higher level of care are expected to occur based on identified routine or urgent needs. The initial receiving screening is expected to include initial dental and mental health screening questions. Incarcerated adults will be screened for high-risk behaviors, such as suicide risk, vulnerability, and other safety concerns. Nursing staff are to be trained to complete this portion of the screening. All activities related to the receiving screening process are to be documented in the health record. Contractor shall communicate any functional needs of the patient identified during the screening process to custody staff as soon as the screening is completed. These needs include, but are not limited to, lower bunk; lower tier; accommodations for visual, auditory, mobility, or other impairments; and dietary restrictions due to food allergies.

Section 6.04 *Initial Health Assessment.* Within 14 days of arrival, a practitioner shall perform a full Health Assessment on all Inmates, Contractor will report all notifiable conditions to the Whatcom County Public Health, Communicable Disease Team. Referrals to mental health or dental will be provided as appropriate. An RN may perform this function if they have been appropriately trained and credentialed by Contractor to perform history and physical examinations. The content of the screening shall be in accordance with the most current NCCHC Standards. If performed by an RN, any significant findings will result in a follow-up visit with a Practitioner, Mental Health

Professional, or Dentist as appropriate in a clinically appropriate timeframe. Mental Health services will be provided by a Licensed Mental Health Worker.

Section 6.05 *Sick Call*. Contractor is expected to provide inmates with access to care for non-urgent health requests. An RN must be available seven days a week for sick call services. A provider team member must always be on-site or on-call to address health issues during sick call encounters. Sick call requests are to be addressed within time frames as defined by the NCCHC standard. Nursing protocols are to be available for nurses completing sick call encounters. These must be appropriate to the nurses' competence and preparation. All written, non-urgent referrals ("kites") from incarcerated adults or corrections staff will be reviewed, with responses and dispositions provided within 24 hours.

Section 6.06 *Laboratory and Other Diagnostic Testing.* Contractor must arrange for the provision of all laboratory and other diagnostic testing services and be financially responsible for the cost of all on-site laboratory and x-ray services ordered by a Contractor Provider. This includes a contractual agreement for the provision of required laboratory equipment, a plan for sample submission, and test result reporting for normal, abnormal, and urgent diagnostic findings. Arrangements must be made for the completion of any ordered stat lab required. Contractor must ensure the timely scheduling and completion of all ordered diagnostic testing. Contractor must ensure the facility has a valid CLIA waiver (Clinical Laboratory Improvement Waiver) in place for the facility as assigned to Contractor's organization.

Section 6.07 *Chronic Care.* Contractor is to have a process to identify inmates with chronic illness. Identified inmates are to be tracked and monitored to ensure the proper care provision to meet their medical needs. Contractor is to provide chronic care guidelines for all provider staff to treat chronic illnesses. These should be current with community standards and correctional health care guidelines. Each inmate receiving chronic care must have a detailed and up-to-date master problem list and individualized treatment. plan. Chronically ill inmates must have documented patient education in their health records. Inmates refusing chronic care must have documented education and a signed refusal in the health record.

Section 6.08 *Pharmaceutical Operations.* Contractor will provide a pharmaceutical system for the Facility, operated in accordance with all federal and state laws and regulations.

(a) The system will include the ability to process new prescriptions, fill orders for dispensing within the Facility, and keep necessary records. Contractor will utilize the Washington State Department of Corrections approved formulary except in cases where the County has provided written permission to deviate from the DOC formulary.
(b) All medications will be prescribed by appropriately licensed staff and dispensed by a licensed nurse in accordance with the requirements of the Washington Board of Pharmacy.
(c) Contractor will administer new medications within the timeframe ordered by the physician or, if none was specified, within a clinically appropriate timeframe not to exceed 24 hours.
(d) Contractor will arrange and bear the costs of all prescription and non-prescription over- the-counter medications prescribed by a duly licensed physician or other appropriate health care provider, except as provided below.
(e) Contractor will cover all pharmaceutical cost up to an annual aggregate cost outlined in Exhibit C. Pharmaceutical costs more than the annual aggregate will be paid for by Contractor and invoiced to the County monthly for reimbursement thereafter. See Exhibit C for invoice requirements.
(f) Contractor will not be financially responsible for injectable Vivitrol, injectable buprenorphine or any other injectable MAT drugs. Contractor will administer these medications as clinically indicated if provided to Contractor by the manufacturer or other source at no cost.
(g) Contractor will cooperate, work with and share information with outside providers of any special health program which the County is currently engaged in or may become engaged with in the future. Contractor agrees to assure that their staff receives whatever additional training and/or certification is necessary to safely and legally participate in these programs. The County recognizes that such additional training and/or certification may require negotiation between Contractor and the County over any increased costs or fees.

Section 6.09 *Management of Withdrawal*. Management of withdrawal. Inmates determined to be at risk for withdrawal will be administered a comprehensive assessment and if determined to be in withdrawal, shall be housed in a designated area if available and will be managed, after consultation with a practitioner, according to Contractor's policies and procedures for alcohol withdrawal (commonly referred to as Clinical Institute Withdrawal Assessment for Alcohol- "CIWA") and opiate withdrawal (commonly referred to as Clinical Opiate Withdrawal Scale- "COWS"). Inmates presenting with a risk of withdrawal, but no current evidence of withdrawal, will be monitored based on clinical indication as determined by CIWA and/or COWS. If such a patient develops evidence of withdrawal or other symptoms, the patient will be managed after consultation with a practitioner, according to Contractor's policies and procedures. Only licensed practitioners can remove someone from withdrawal protocol in less than 48 hours. A log of the status of all Inmates being monitored for any withdrawal will be kept. All Inmates are assessed for suicide risk at intake, including those with withdrawal issues.

Section 6.10 *Medication Assisted Treatment (MAT)*. Medication Assisted Treatment (MAT). Patients who enter the facility on oral buprenorphine or other oral MAT medications will be maintained on their medications unless continuation is not clinically appropriate. Contractor will cover the costs of oral buprenorphine and oral naltrexone. Contractor will not be responsible for the costs of MAT injectable medications or methadone services. Contractor will support the County in seeking free doses of Long acting injectable buprenorphine (LAIB) as well as seeking grant funds to pay for LAIB. Contractor will also maintain an agreement with one or more community agencies to provide MAT injectable medications (unless provided by the Manufacturer or other agency) and methadone services for pre-release inmates, verified as being compliant with MAT with a community provider prior to booking. Contractor and/or contracted community agencies will be responsible for prescribing and administration of injectable MAT medications as clinically indicated. Contractor will also initiate patients diagnosable with Opioid Use Disorder (OUD) on appropriate MAT medication as clinically indicated. Contractor will coordinate with community agencies, as appropriate, to secure follow up care at release.

Section 6.11 *Off-site Services. Contractor will work cooperatively with the County to establish contracts with outside vendors, secure the best possible rates, and utilize the County's established contracted resources for off-site Services.* Contractor will arrange visits with offsite providers for the following services on behalf of the County: inpatient hospitalizations, outpatient surgeries and/or procedures, office visits, off-site pathology and diagnostic procedures, off-site dialysis services, and emergency ambulance transportation. For service year 2026 these services will be billed directly to the County. Contractor agrees to discuss pass through billing for future service years.

Section 6.12 *Medical/Special Diets*. Contractor shall order medical diets whenever clinically necessary. Custody staff agree to work collaboratively to design an offering of medical diets that meet the clinical needs of patients but minimizes the number of distinct diets. Contractor shall inform custody staff if they identify a patient's nutritional need that is not addressable by a current facility diet and work with the dietary provider to meet that dietary need.

Section 6.13 *Hospital and Emergent Care and Transfer*. Contractor shall arrange for the provision of off-site emergency medical care to Inmates, to the extent required, through agreements to be determined with local hospitals. Contractor shall arrange for the provision of ambulance services for emergency circumstances involving Inmates. Contractor shall not be financially responsible for emergency services or ambulance services for emergency circumstances. Contractor will provide emergency medical response to Inmates, visitors and County staff as necessary and appropriate on site. This responsibility extends only to the immediate response and readying the person for emergency transport. Contractor will make a good faith effort to ensure that Inmates admitted to the hospital are returned to the jail as soon as it is clinically safe to do so.

Section 6.14 *Dental Services.* The program is to be conducted under the direction of a licensed dentist. Dental services shall comply with NCCHC standards for oral care, including requirements for initial oral screening, education

for oral hygiene, and the completion of an initial oral examination by a dentist. Contractor will conduct an adequate number of dental clinics to assure that Inmate problems are treated in a clinically appropriate time frame. Contractor will provide all medically necessary dental care, including, but not limited to pain relief, treatment of infections and periodontitis, extractions, and temporary restorations. Contractor understands that the County wishes to have fillings performed where appropriate instead of extractions. Fillings will be performed, when deemed clinically appropriate by the Dentist, and those that may be completed within the time allowed by the current staffing matrix will not be billed to the County. Arrangements are to be made for dental care that cannot be provided on-site. For service year 2026, off site care will be billed directly to the County. Contractor agrees to discuss pass through billing for future service years. Dental hours should be sufficient to meet the dental needs of the inmates housed at the facility.

Section 6.15 *Jail-Based Opiate Treatment Program.* The Main Jail and Work Center have jail-based Medication for Opioid Use Disorder (MOUD) treatment. There is currently an average of 120 patients between the two facilities. For those taking methadone or suboxone, the medication is usually delivered once per day. For injectable medicines, the injections are generally every 30 days. The pill form of medication is delivered to each patient at their housing unit, which may be anywhere in either building.

Section 6.16 *Special Needs of Pregnant and Postpartum Women.* Pregnant inmates are to be given comprehensive counseling and care per NCCHC standards. Pre-natal care should include medical examinations by a provider qualified to provide prenatal care, prenatal laboratory and diagnostic testing, orders and treatment plans, counseling, and the administration of vaccines per national guidelines.

Section 6.17 *Prosthetics, Glasses, Dentures.* Contractor is expected to provide and/or repair medically necessary glasses, dentures, or prostheses during incarceration. Such services will be ordered and approved by the lead physician.

Section 6.18 *Dialysis Services.* Contractor will provide these services at their expense. Subcontractor is acceptable.

Section 6.19 *Order Tracking Program*. Contractor will develop and operate an order tracking system that ensures that nursing and practitioner (physician, nurse practitioner, physician assistant, dentist, or other licensed prescriber) plans or orders for requests for tests, interventions, referrals, or outside records, are executed, received, and reviewed timely and in accordance with policy.

Section 6.20 *Exceptions to Treatment*. In addition to other provisions excluded pursuant to this Agreement, Contractor will not be responsible for any medical testing or obtaining samples which are forensic in nature, except as required by court order or by any local, state or federal statute or regulation.

Section 6.21 *Elective Medical Care*. Contractor shall not be responsible for providing elective medical care to inmates. Such decisions shall be consistent with applicable American Medical Association and/or NCCHC standards. In the event of, in specific cases, Contractor and the County request elective care is to be given in specific cases, these services will be processed as a pass-through service back to the County on a monthly basis for reimbursement to Contractor

Article VII. Comprehensive Health Care Services – Adult Services – Care Coordination

Section 7.01 **CONTRACTOR** shall implement comprehensive discharge planning for all patients who need ongoing health (including mental and behavioral health) care and treatment, including, but not limited to the following:

(a) Assist the patient in establishing or reestablishing health care insurance. If the patient was on Medicaid and coverage was terminated upon entry or during residency in jail, assisting with reenrolling the patient in Medicaid prior to release

(b) Establish a single designated point of contact within the jail facility for community partners
(c) Develop a discharge planning mechanism for individuals who release unexpectedly (e.g., in the middle of the night, bailouts, released directly from court)
(d) Identify the patient's needs, challenges, and competing interests to successfully return to the community, including factors that often prevent patients (or in the past have prevented this patient) from promoting individual health.
(e) Develop an action plan for release based on a prioritized list of needs generated with the patient's input and resulting in "to-do" lists for the patient and discharge planning staff
(f) Obtain the patient's contact information in the community (and alternatives such as family and friends)
(g) Obtain the patient's signature on appropriate release of information forms to assist in communicating with community providers
(h) Arrange facilitated referrals to the services (in the community reentry guide) matching the needs identified through the needs assessment
(i) Arrange with the local health department for any follow-up needed for infectious diseases that require continuing health department involvement (e.g., tuberculosis)
(j) Schedule the first post-release health care appointment as soon as possible, ideally within 48 hours of release
(k) Arrange for transfer of health records or a medical summary of key information (e.g., current problem list, medications, test results, pending workup or follow-up needs)
(l) Prepare the patient for appointments, including education about the importance of keeping appointments and a fail-safe mechanism if an appointment is missed (e.g., a card with contact information of the jail discharge coordinator)
(m) Confirm linkage to a community medical provider and medication obtained in the community
(n) Whatcom County Jail is currently seeking a Medicaid waiver with the Washington State Healthcare Authority to allow Medicaid billing for re-entry services that will include medications provided upon release. Medications can be provided that are clinically appropriate and documented in the individuals medical record. The Contractors obligations under this section will not be effective until such Medicaid waiver is effective. The Contractor will be required to:
  (i) provide every patient with a minimum of a ten (10)-day supply in hand of all non-MOUD current medications and a prescription to bridge them to their next scheduled appointment for this condition or ninety (90) days, whichever is less, unless it is determined to not be clinically appropriate by the provider. The inmate may refuse the supplied medications and/or prescription, and the Contractor shall obtain a signed informed refusal and file it in the patient's health record.
  (ii) For MOUD medications, Contractor shall provide enough medication, in hand, to last two (2) days longer than the arranged follow-up appointment in the community, unless it is determined to not be clinically appropriate by the provider. If the patient is on buprenorphine, a LAIB administered within five (5) days of release satisfies the in-hand requirement.

Section 7.02 Contractor shall coordinate with community-based agencies providing services within the jail facility and refer to community-based transition/reentry services for patients within the jail facility.

Article VIII. Staffing. Adult and Juvenile Services

Section 8.01 At a minimum, Contractor shall provide daily staffing at the Facility in accordance with the staffing matrix included in Exhibit C. Contractor will perform a monthly self-audit of payroll records in order to ensure compliance with meeting the staffing obligations required by the contract. To fulfill its staffing obligations, Contractor may utilize pro re nata ("PRN") staffing and/or a current staff member(s) to fulfill the needs of any vacant position that is temporarily vacant. In the event a current staff member is utilized to fill the scheduled hours of another staff member, Contractor must utilize a like-kind or higher-level staff member to fulfill the vacant staff

position. The Health Services Administrator (HSA) will not cover for any line position except for in situations of emergency call-outs. A paid hour by Contractor for staffing is hereby defined as an hour paid to a staff member to fill the hours set forth in the contract, which shall include hours worked on-site, telemedicine/tele-psych hours, PTO (Paid Time Off), training/orientation, and holiday hours. Contractor shall maintain a licensed physician available on call 24/7 to Contractor staff as well as County staff.

Section 8.02 *Monthly Staffing Schedule*. Contractor shall provide a monthly staffing schedule to the designated contact for Corrections.

Section 8.03 *Background Checks* – everyone who applies to work in Whatcom County Detention and Jail facilities must submit to a fingerprint-based background check.

Section 8.04 *Licensure, Certification and Registration of Personnel.* Contractor will ensure that all personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable law. Further, Contractor shall ensure that they are competent to do the work they do, perform only work within the scope of license, and are appropriately supervised. All licenses, certificates or registrations shall be in good standing. If requested by the County, Contractor shall provide to the appropriate, designated officer or department a copy of the license, certificate or registration of personnel employed by Contractor LPNs will not independently perform assessments or formulate nursing care plans. Such assessments do not include fully programmed protocols (e.g. COWS) or order sets which do not require a nursing judgment and where implementation is triggered by policy or a patient specific order. LPNs will not be relied upon as the primary responder to emergencies.

Section 8.05 *Training for Health Care Personnel*– Newly hired personnel will be required to complete 40 hours of custody training. This will be coordinated between the custody training staff and the Correctional Health Care Manager. Per NCCHC standards, all qualified healthcare professionals must obtain 12 hours of continuing education per year. PREA and suicide prevention training are required at hire and annually. Proof of all the necessary training must be maintained in each employee's training file and kept on location.

Section 8.06 *Orientation.* Contractor is expected to provide a well-defined orientation program for all employees hired to work in the Jail. The content of the program is to be approved by the RHA and the Correctional Health Care Manager. Contractor must ensure that all employees have completed a basic orientation on or before their first day of hire and complete an in-depth onboarding program within ninety days of hire and are prepared to work independently in their assigned roles.

Section 8.07 *Clinical Performance Enhancement*. Contractor must implement a clinical performance enhancement program based on the applicable NCCHC standard for this program. Records of completion are to be maintained on-site for review as requested.

Section 8.08 *County's Satisfaction with Health Care Personnel***.** If County should become dissatisfied with any health care personnel provided by Contractor, County will give written notice to Contractor of its reasons for dissatisfaction, except as noted in Article 8.08(a), below. Contractor agrees to cooperate with the County and respond to inquiries or complaints about its personnel, including lack thereof, or contractors in a timely manner. Should the County have security or other concerns about Contractor's employee's and/or contractors' fitness or ability to perform at the Facility, Contractor will exercise its best efforts to resolve the problem or other concerns, including lack of personnel. If a problem involving fitness or ability of a Contractor Employee or Independent Contractor is not resolved to County's satisfaction Contractor will remove the individual according to Contractor's personnel policy or independent contractor agreement. Notwithstanding the above, the County retains the following rights and abilities detailed below:

(a) All Contractor personnel, subcontractors, and agents shall meet minimum standards as determined by the County prior to receiving a security clearance to enter the Facility. If, at any time during the course of their

employment or contract engagement, any Contractor employee or subcontractor engages in conduct (either on or off duty) which threatens the security of the Facility or would otherwise render that person ineligible for a security clearance, notwithstanding any other provision of this Agreement, County reserves the right to withdraw that person's security clearance and shall immediately notify Contractor.

(b) The County maintains the right in its sole and absolute discretion to deny entry and or remove any Contractor employee or Independent Contractor from the Facility.

(c) Initial and continued assignment of staff and subcontractors by Contractor shall be subject to approval of the County. All persons employed by Contractor or its subcontractors shall not be deemed to be the employees of County by reason of any provision of this Agreement.

(d) Contractor shall continuously maintain personnel files (or copies thereof) of all Contractor employees assigned to the Facility which shall be available to County for inspection upon request and subject to redaction of proprietary, confidential, financial and or other protected health data/information by Contractor

(e) Minimal Staffing levels. Contractor will ensure that the staffing level, which may at times be impacted by employee or independent contractor absences, will be maintained at a level necessary to deliver the healthcare service provided for in this Agreement

Article IX. Comprehensive Health Services – Psychiatric and Mental Health

Section 9.01 *On call*- 24-hour on-call psychiatric services for inmates in the main jail that are experiencing crisis, psychosis, active or potentially suicidal ideation, depression, emotional/cognitive disorder, or other acute or chronic mental health issues.

Section 9.02 *Referrals*- Inmates will be referred to Psychiatric services by Jail Health staff, Jail Health Practitioners, the Jail Mental Health Practitioners (MHP's), the Jail Re- entry Specialist, Custody Staff or family members.

Section 9.03 *Screening-* Incarcerated adults will be screened for high-risk behaviors, such as suicide risk, violence risk, vulnerability, and other safety concerns.

(a) Evaluation of suspected psychiatric conditions

(b) Evaluation of those inmates who appear extremely disturbed or exhibit bizarre behavior

(c) Crisis intervention and suicide risk assessments will be conducted using a standardized and validated suicide risk assessment tool. For those identified with a high suicide risk or mental health conditions that could endanger others, the Contractor will develop and implement safety plans. If needed, the Contractor will arrange for civil commitment evaluations by a Designated Crisis Responder.

(d) Prioritize the triage of incarcerated adults with symptoms of SMI, ensuring that their needs for medication evaluation, treatment services, and follow-up care are addressed according to safety and risk levels.

Section 9.04 *Psychotropic medication*- Prescribe those psychotropic medications necessary and customarily given for the treatment of serious psychiatric illnesses

(a) Order and review appropriate lab tests when indicated.

(b) Follow up and monitor the effects of such medication and treatment.

(c) Urgent or continual development of policies and procedures for distribution of psychotropic medication to maximize the potential for safety and compliance.

Section 9.05 *Peer review* - Arrange to have an annual written peer review completed encompassing the work of the primary psychiatrist working in the jail.

Section 9.06 *Suicide prevention* - Development of suicide prevention procedures; step down program from acute suicide watch to be followed by health care in conjunction with existing policies and procedures used by security staff.

Section 9.07 *Education of staff -* Teach Corrections Deputies and Jail Nurses about recognition of psychiatric illness, treatment of those illnesses, and precautions to be taken.

Section 9.08 *Recordkeeping -* After seeing an inmate, the P-ARNP will record necessary history, findings, diagnoses and orders for treatment, including any special monitoring for suicidal or self -harming behavior, on the Permanent Jail Health Record. Information is entered directly into the Jail' s Electronic Health Record system.

Section 9.09 *Locations -* It is anticipated that the majority of interactions with the offenders will take place in the Downtown Jail health clinic. However, due to the acuity of some offenders, clinicians may be asked to see offenders in their housing units if the offender is refusing to come to clinic, or if it may not be safe to have them in the clinic area. In cases where there is determined to be any risk to clinicians or staff, Corrections Deputies will provide additional security.

EXHIBIT "B"
Nursing Services – Juvenile Detention Services

Article X. Scope of General Services and Contractor Obligations.

Juvenile Detention Nursing Services and ARNP Coverage. Contractor will provide on a regular basis professional regular basis professional nursing services for the incarcerated youth, including, but not limited to: a program for preliminary screening of youth upon arrival and physical booking at the Facility, a comprehensive health evaluation of each youth following admission to the Facility, regularly scheduled care for nonurgent, urgent, and emergency episodic care, care for chronic conditions, nursing coverage, substitute physician/ARNP as needed.

Juvenile Detention operates under the administration and authority of the Whatcom County Superior Court. Contractor shall respond directly and independently to the Whatcom County Superior Court and to Juvenile Detention regarding all matters arising under this contract. The Superior and Juvenile Court Administrator and the Juvenile Detention Manager shall have direct access to Contractor's designated Responsible Healthcare Authority and to Contractor management for the purpose of raising and resolving quality assurance questions or concerns related to the services provided. Juvenile Detention shall individually maintain and exercise all rights, remedies, and entitlements afforded to the Jail under this contract as though Juvenile Detention were expressly named as a party to the agreement and independent of the Main Jail and Work Center.

Any changes to the scope of work must be authorized by the Superior and Juvenile Court Administrator.

Section 10.01 Schedule- Contractor will provide two hours of nursing services per day, seven days per week. At least one of the hours must occur prior to noon to ensure juveniles are seen prior to their first court appearance.

Section 10.02 Administrative Meetings- Contractor is expected to conduct regularly scheduled administrative meetings between the Responsible Healthcare Authority (RHA) and Juvenile Detention management. Detention ARNP to attend meetings as needed. These meetings are to take place monthly. These meetings are meant to provide good communication, talk through concerns, quality assurance items, and discuss any changes in process or scope as needed.

Section 10.03 *Access to Care*— Contractor will ensure that all juveniles have access to care for their medical needs. Contractor responsible health authority (RHA) is expected to identify and work with facility ARNP and detention leadership to remove any unreasonable barriers to youth receiving care. This includes care provided on-location or at an off-site provider or hospital location.

Section 10.04 *Medical Autonomy*—All healthcare decisions are expected to be made by qualified healthcare professionals and implemented effectively and safely.

Section 10.05 *Receiving Screening*. A receiving screening will be performed on all youth entering the facility to ensure that emergency and urgent health needs are identified and addressed. The receiving screening is to be guided by the NCCHC standard indicators as required in the NCCHC standard for receiving screening for Juvenile Detention Facilities. Referrals to a higher level of care are expected to occur based on identified routine or urgent needs. The initial receiving screening is expected to include initial dental and mental health screening questions. Youth will be screened for high-risk behaviors, such as suicide risk, vulnerability, and other safety concerns. Nursing staff are to be trained to complete this portion of the screening. All activities related to the receiving screening process are to be documented in the health record. Contractor shall communicate any functional needs of the patient identified during the screening process to custody staff and document them in the Juvenile's detention file, as soon as the screening is completed.

Section 10.06 *Initial Health Assessment.* Within 24 hours of arrival, a practitioner shall perform a full Health Assessment on all juveniles. Contractor will report all notifiable conditions to the Whatcom County Public Health, Communicable Disease Team. Referrals to mental health or dental will be provided as appropriate. Screening RN will

determine need for additional testing, counseling and/or STI testing. An RN may perform this function if they have been appropriately trained and credentialed by Contractor to perform history and physical examinations. The content of the screening shall be in accordance with the most current NCCHC Standards for Juvenile Detention Facilities. If performed by an RN, any significant findings will result in a follow-up visit with a Practitioner, Mental Health Professional, or Dentist as appropriate in a clinically appropriate timeframe. Mental Health services will be provided by a Licensed Mental Health Worker.

Section 10.07 *Administer Medications*. Coordinate with ARNP to for the safe delivery, storage administration, and tracking of medications. Administer/distribute all medications needed to juveniles while on site (complete the morning and evening medication pass)

Section 10.08 *Referrals*. Refer juveniles in need of medical or behavioral health services to the appropriate resource(s), including facility nurse practitioner, behavioral health provider, PeaceHealth St. Joseph Hospital Emergency Department, Designated Crises Responder (DCR), or other community resources. Coordinate, as needed, with the youths' primary care physician.

Section 10.09 *Relief Coverage for Advanced Registered Nurse Practitioner*

(a) Performs services in Juvenile Detention Center as scheduled when ARNP is not available.
(b) Holds clinic and sees all juveniles that have submitted a nurse request and youth that staff have requested be seen. Coordinates with Nurses to ensure all youth are seen each week, as needed.
(c) Reviews booking information, including health history and current medication use for all newly detained youth.
(d) Pulls and prepares medical records for clinic including filling in the names and dates. Interviews clients to obtain relevant history and records on medical record.
(e) Communicates, as necessary, with the youth's primary medical provider regarding pertinent past medical history and current medication.
(f) Approves medications to be continued in the facility. Monitors medication needs of youth to ensure prescriptions and/or prescription refills are ordered and received in a timely manner.
(g) Confers with detention officers regarding the health of detained youth and the need to see any youth on an urgent basis.
(h) Assesses, diagnoses, and treats, as medically indicated, any youth who: Requests sick call, has noted an acute or chronic medical problem requiring evaluation or medication on the booking health screen record, or has been referred for evaluation by detention, probation staff, or the youth's parent.
(i) Assesses and treats opioid addicted youth in the custody of Juvenile Detention, which may include implementing withdrawal protocol, prescribing buprenorphine, and referral to community provider upon release. Maintains training and licensing required to provide this service.
(j) Makes written or verbal referral to outside medical or dental services. Notifies Detention Manager regarding any outside referrals.
(k) Informs detention staff about medical treatment that will involve them or restrict the youth's activity. Documents instructions in the juvenile's detention file in addition to their medical chart.
(l) Consults with the Health Officer of Whatcom County Health and Human Services regarding any significant communicable disease outbreak or other serious concerns.
(m) Collects, labels and prepares specimens for transport, including performing lab testing. Appropriately stores specimens awaiting transport.
(n) Administers and reads Tuberculosis (PPD) skin tests on juvenile detention clients and refers positive results to the TB clinic nurse in the Health Department.
(o) Maintains medical documentation. Writes medication cards and reviews cards to determine if there are missed or refused doses. Checks for medication errors and reports any found to the Detention Manager.
(p) Available on-call as needed

Section 10.10 *Statistical Reports* – the content of required statistical reports will be defined as part of contract agreement discussions. Defined reports are expected to be presented to detention administration monthly unless otherwise defined.

Section 10.11 *Medical Records.* Contractor will utilize the existing paper medical record system to maintain a comprehensive, accurate medical record for each juvenile who has received health care services. Contractor will work with juvenile detention management to transition to RiteTrack EMR once it becomes available. Contractor will implement an appropriate paper-based fail-safe system that will support seamless, continued, and safe, patient care in the event that Rite Track EMR becomes temporarily unavailable. These medical records will be maintained pursuant to applicable federal, state laws and regulations, and will be kept separate from the Juveniles confinement record. A copy of the applicable medical record will be available to accompany any Juvenile who is transferred from the Facility to any other location where a copy of the record is required. Medical records will be kept confidential, and Contractor will follow the County's policy with regard to access by Juvenile and Facility staff to medical records, subject to applicable law regarding confidentiality of such records. No information contained in the medical records will be released by Contractor except as provided by the County's policy, by a court order, or otherwise in accordance with applicable Federal, State laws and regulations. Juvenile's medical records are and will remain the property of the County. Barring a system outage, each patient's up-to-date medical record will be available to the County or its designee at all times.

Section 10.12 *HIPPA and HITECH Compliance*. Contractor and Contractor's Independent Contractors and Agents rendering services related to this Agreement shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement. Contractor and all Independent Contractors and Agents agree to comply with the requirements set for in this Paragraph. This paragraph will survive termination of this agreement, regardless of the reason for termination

Section 10.13 *Juvenile Detainee Information*. In order to assist Contractor in providing the best possible health care services to Inmates, the County will provide Contractor with information pertaining to Juvenile Detainees that Contractor and the County mutually identify as reasonable and necessary for Contractor to adequately perform its obligations hereunder, which shall include allowing Contractor access to the juvenile's detention file as it relates to pertinent information that may assist in rendering necessary medical, mental health and/or dental care to Inmates housed within the Facility. Contractor will provide the Facility with information pertaining to juveniles identified by the County on a need to-know basis to maintain the safety of the Facility.

Section 10.14 *Procedure in the Event of a Detainees Death* – the RHA, the Contractor, and juvenile detention leadership will ensure that a thorough review occurs for all deaths in custody to ensure that areas of improvement are identified and acted upon. The timeframes for this review must meet the expected NCCHC juvenile detention facility timeframes.

Section 10.15 G*rievances* – Contractor is expected to follow the facilities' grievance program to include responses within expected timeframes, with responses being based on principles of adequate care, and will provide a monthly summary report for grievances received.

Section 10.16 *Emergency Response Plan* – Contractor will ensure that medical services are prepared to respond effectively in emergency situations. The RHA must approve the plan's health aspects and coordinate all actions with custody leadership. Mass disaster drills and man-down drills are to occur based on NCCHC standards. Contractor is responsible for the arrangement of emergency care on a 24/7 basis.

Section 10.17 *Medical Observation Housing* – The facility provides a medical observation level of care only. Juveniles requiring medical observation can be housed in observation rooms. Contractor must provide a scope of service for using the assigned beds, including admission, treatment, and discharge order requirements. Use of the cells must be coordinated with custody and the Correctional Health Care Manager.

Section 10.18 *Clinic Space, Furniture-* The facility will provide clinic space to include exam room and nursing office (including desk, chair, , phone) .

Section 10.19 *General Security.* Contractor and the County understand the importance of security services to the safety of the agents, employees and subcontractors of Contractor as well as for the security of Detainees and the County's staff, consistent with the correctional setting. Accordingly, both the County and Contractor will cooperate with each other in addressing security issues. The County will use reasonable efforts to provide sufficient security to enable Contractor and its personnel to safely and adequately provide the health care services described in this Agreement, however, nothing herein shall be construed to make the County, its elected officials, deputies or employees a guarantor of the safety of Contractor employees, agents or subcontractors, including their employees.

Section 10.20 *Security Override*. In the event that Contractor recommends health care services for any Detainee or Contractor recommends that a Detainee be sent off-site for medical services, the County will not override Contractor's health care recommendations unless the transport poses a risk to the safety of the community, Facility staff or the Detainee(s).

Section 10.21 *Security During Transportation Off-Site.* The County will provide security in connection with the transportation of any Detainee between the Facility and any other location for off-site services.

EXHIBIT "C"
COMPENSATION

Total contract: Up to $22,656,000

Upfront costs.
Contractor is authorized $625,000 in upfront startup costs payable upon invoicing in January 2026.

Durable Medical Equipment: In reference to Section 5.01, the County will reimburse contractor for equipment needs up to $156,000 over the life of the contract. Contractor will submit reimbursement requests with the monthly invoice and shall provide: copy of vendor invoice with details of type of equipment, total costs, and evidence of payment.

Base Compensation. Contractor shall operate the health care program in a cost-effective manner with full reporting and accountability to the Chief of Whatcom County Corrections or his/her designee.

County agrees to pay Contractor for services provided pursuant to this Agreement consistent with the rates and costs set forth in Exhibit C, unless costs are reduced pursuant to other provisions in this Agreement. The term of each year period shall begin on January 1 and end on December 31.

Whatcom County will pay Contractor the annual rates below in equal monthly installments. Contractor will bill County by the first day of the month for which services will be rendered, and County agrees to pay Contractor net forty-five (45) days of the billing date. In the event this Agreement should terminate on a date other than the end of a calendar month, compensation to Contractor will be pro-rated accordingly for the shortened month.
The monthly and annual rate specified herein is based upon a quarterly average daily population (ADP) not to exceed 300 incarcerated persons. The Parties agree that the total annual obligation for each year during the term of the Agreement is set forth in Exhibit C. The rates set forth in Exhibit C shall be inclusive of all Contractor's actual costs, including, but not limited to staff wages, travel, transportation, lodging, meals, supplies, pharmacy, and other incidental expenses.

Invoices will be made out to Whatcom County Sheriff's Office & Whatcom County Superior Court, 311 Grand Avenue, Bellingham, WA 98225-4035

Year	Dates	Medical, Dental, Pharmacy	Upfront Costs	Behavioral Health	Juvenile	TOTAL	Monthly
Year 1: Month 1	1/1/2026–1/31/2026	572,917	625,000				1,197,916
Year 1	2/1/2026-12/31/2026	5,895,000		900,000	80,000	6,875,000	572,917
Year 2	1/1/2027-12/31/2027	6,520,000		900,000	80,000	7,500,000	625,000
Year 3	1/1/2028-12/31/2028	6,520,000		900,000	80,000	7,500,000	625,000
Renewal Year 1	1/1/2029-12/31/2029					7,725,000	643,750
Renewal Year 2	1/1/2030-12/31/2030					7,956,750	663,062

Pharmacy. County will pay Contractor for pharmacy services on a pass-through basis, with an anticipated budget below.

Year	Anticipated Expense
1	$608,341
2	$608,341
3	$608,341

Pharmacy Pass-Through Invoicing after threshold is reached.

1. Pharmacy: Monthly invoices for costs above threshold shall include:
    - Amount above threshold for that month
    - Copies of pharmacy vendor invoices
    - Year-to-date total overage amount
    - Reconciliation showing how monthly amount was calculated

EXHIBIT "D"

Contractor
STAFFING MATRIX: Indicates staffing as hours per day

Shift	Position Title	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Weekly Hours	% FTE
MAIN JAIL										
Day	Health Services Administrator	8	8	8	8	8			40	1
Day	Administrative Assistant	8	8	8	8	8			40	1
Day	Medical Director/Physician			8					8	0.2
Day	NP/PA Mid-level/Physician Extender	10		5		10			25	0.625
Day	Psych NP	10		10		10			30	0.75
Day	Mental Health Professional/LCSW	10	10	10	20	10	10	10	80	2
Day	Care Coordinator/Discharge Planner	8	8	8	8	8			40	1
Day	Re-entry Specialist	8	8	8	8	8			40	1
Day	Dentist	8				8			16	0.4
Day	Dental Technician/Assistant	8				8			16	0.4
Day	Registered Nurse Charge (sick call, intake relief)	12	12	12	12	12	12	12	84	2.1
Day	Registered Nurse Intake	12	12	12	12	12	12	12	84	2.1
Day	Registered Nurse Sick Call (Kites) (Float MAT)	8	8	8	8	8			40	1
Day	Licensed Vocational Nurse	12	12	12	12	12	12	12	84	2.1
Day	MAT Nurse	12	12	12	12	12	12	12		0
Day	Medical Assistant/Pharm Tech	8	8	8	8	8			40	1
Night	Registered Nurse Charge	12	12	12	12	12	12	12	84	2.1
Night	Registered Nurse	8	8	8	8	8	8	8	56	1.4
Night	Licensed Practical Nurse	6	6	6	6	6	6	6	42	1.05
WORK CENTER										
Day	NP/PA Mid-level/Physician Extender			5					5	0.125
Day	Registered Nurse Charge	6	6	6	6	6	6	6	42	1.05
Day	Mental Health Professional			2					2	0.05
Night	Licensed Vocational Nurse	6	6	6	6	6	6	6	42	1.05
JUVENILE										
Day	NP/PA Mid-level/Physician Extender			2*					2*	0.05
Day	Registered Nurse	2	2	2	2	2	2	2	14	0.35
	*fill in as needed								**FTE**	**23.9**

EXHIBIT "E"
CONTRACT PERFORMANCE MONITORING

The following information pertains to the auditing contract performance of the scope work within this Agreement based on NCCHC Standards for Health Services in Jails and Contractor Policies and Procedures.

1) Quality Assurance:

    a) Monitoring is on-going, with any non-compliant issues needing corrective measures to be provided in writing to Contractor from the County designee; and
    b) The County may elect to monitor some, or all, of the NCCHC standards; and
    c) Monitoring thresholds are to be calculated using the event as the unit of analysis, unless otherwise specified by NCCHC standards or Contractor Policies and Procedures; and
    d) Performance audits are to be based on events only occurring during the quarter under review (In other words, the audit may not look back at events from previous quarters, with the exception of any corrective measures that have not been met).

2) An individual patient record may be used in the audit of more than one NCCHC standard or Contractor Policy and Procedure.

3) Multiple events in an individual patient record may be used in the audit of a single NCCHC standard or Contractor Policy and Procedure.

EXHIBIT "F"
CERTIFICATE OF INSURANCE