

**WHATCOM COUNTY COUNCIL AGENDA BILL**

NO.

2016-374

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	LR	10/31/16	<b>RECEIVED</b> NOV 29 2016 WHATCOM COUNTY COUNCIL	12/6/16	Finance / Council
Division Head:	<i>[Signature]</i>	11/1/16			
Dept. Head:	<i>[Signature]</i>	11/1/16			
Prosecutor:	<i>[Signature]</i>	11/1/16			
Purchasing/Budget:	<i>[Signature]</i>	11/3/16			
Executive:	<i>[Signature]</i>	11.28.16			
<b>TITLE OF DOCUMENT:</b> Contract for Services Agreement for Physician Services at the Whatcom County Jail and Work Center.					
<b>ATTACHMENTS:</b> Letter to Jack Louws Two originals of the Contract for Services Agreement between Whatcom County and Dr. Stuart Andrews, MD					
<b>SEPA review required?</b> ( ) (X) NO <b>SEPA review completed?</b> ( ) Yes ( ) NO			<b>Should Clerk schedule a hearing</b> ( ) Yes (X) NO <b>Requested Date:</b>		
<b>SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:</b>  Dr. Andrews provides physician services to the Jail and Work Center. He was the sole applicant during the most recent bidding process. He has been the Jail Physician since 2007 and continues to meet all of the requirements required for this position.					
<b>COMMITTEE ACTION:</b>			<b>COUNCIL ACTION:</b>		
<b>Related County Contract #:</b>		<b>Related File Numbers:</b>		<b>Ordinance or Resolution Number:</b>	
<b>Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: <a href="http://www.co.whatcom.wa.us/council">www.co.whatcom.wa.us/council</a>.</b>					

WHATCOM COUNTY  
SHERIFF'S OFFICE

BILL ELFO  
SHERIFF

PUBLIC SAFETY BUILDING  
311 Grand Avenue  
Bellingham, WA 98225-4078  
(360) 676-6650



JEFF PARKS  
UNDERSHERIFF

ART EDGE  
CHIEF DEPUTY

DOUG CHADWICK  
CHIEF DEPUTY

STEVE COOLEY  
CHIEF INSPECTOR

WENDY JONES  
CHIEF OF CORRECTIONS

RECEIVED

MEMORANDUM

NOV 17 2016

**TO:** Jack Louws, County Executive

**FROM:** Bill Elfo, Sheriff

**RE:** Contract for Jail Physician Services

**DATE:** October 31, 2016

A handwritten signature in black ink, appearing to read "Jack Louws", written over the "RE:" line of the memorandum.

JACK LOUWS  
COUNTY EXECUTIVE

Enclosed are two (2) originals of Whatcom County Jail Physicians Services Agreement between the Whatcom County Jail and Dr. Stuart Andrews for your review and signature.

▪ **Background and Purpose**

Dr. Andrews was the sole applicant during the bidding process for Physician Services for Whatcom County. He has been the Jail Physician for many years and has provided very good service to us over that time. His application met all of the requirements for this position and his past service has met the standards set for our accreditation with the National Commission on Correctional Health Care.

▪ **Funding Amount and Source**

Funding for this Agreement comes from cost center 118160.6635.006. The maximum annual compensation to the Contractor for 2017 will not exceed \$123,500 (this includes \$2,000 for a continuing education allowance related to Jail Operations).

▪ **Differences from Previous Contract**

The annual compensation will remain the same as last year.

Please contact Wendy Jones at extension 6505, if you have any questions or concerns regarding the terms of this agreement.

Enclosures (2)

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

201611022

Originating Department:	Sheriff/Corrections
Contract or Grant Administrator:	Laurie Reid
Contractor's / Agency Name:	Dr. Stuart Andrews, MD
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____ (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, RFP and Bid number(s): <u>16-34</u> Contract _____ Cost Center: <u>118160.6635.006</u></p> <p>Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <p><input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional.  <input type="checkbox"/> Contract work is for less than \$100,000.  <input type="checkbox"/> Contract work is for less than 120 days.  <input type="checkbox"/> Interlocal Agreement (between Governments).  <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).  <input type="checkbox"/> Work related subcontract less than \$25,000.  <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>123,500.00</u></p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p>	<p>Contracts that require Council Approval (incl. agenda bill &amp; memo)</p> <ul style="list-style-type: none"> <li>Professional Services Agreement above \$20,000.</li> <li>Bid is more than \$50,000.</li> <li>Amendments that have either an increase greater than 10% or provide a \$10,000 increase in amount (whichever is greater)</li> </ul> <p>RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.</p>
<p>Summary of Scope: Dr. Andrews provides physician services to inmates at the Whatcom County Jail and Work Center.</p>	
Term of Contract: 1 year	Expiration Date: 12/31/17

Contract Routing:	1. Prepared by: <u>LR</u>	Date: <u>10/31/16</u>
	2. Attorney signoff: _____	Date: <u>11/1/16</u>
	3. AS Finance reviewed: _____	Date: <u>11/3/16</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: <u>11/17/16</u>
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

Last Edited 060414

COUNTY ORIGINAL

Whatcom County Contract No.

201611022

**CONTRACT FOR SERVICES AGREEMENT**  
**For Physician Services at the Whatcom County Jail and Work Center**  
**Between Whatcom County and Dr. Stuart Andrews, MD**

Dr. Stuart Andrews, MD, hereinafter called **Provider** (or Contractor) and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 7

Exhibit A (Scope of Work), pp. 8 to 9

Exhibit B (Compensation), pp. 10

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

The term of this Agreement shall commence on the 1<sup>st</sup> day of January, 2017, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31<sup>st</sup> day of December, 2017. The term of this Agreement may be renewed up to four (4) one year terms for a total of five (5) years by mutual agreement of the parties, with the last renewal ending December 31, 2021. Notice of the intention to extend the Agreement shall be presented in writing by either party on or before December 1<sup>st</sup> of any year.

The general purpose or objective of this Agreement is to provide physician services for the Whatcom County Jail and Work Center, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$123,500.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

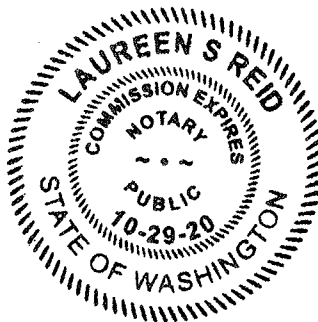
Provider acknowledges and by signing this contract agrees that the Indemnification provisions set forth in this Agreement, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 17 day of November, 2016.

**PROVIDER:**

Stuart Andrews, M.D.  
Dr. Stuart Andrews, MD

STATE OF WASHINGTON       )  
                                          ) ss.  
COUNTY OF Whatcom       )



On this 17 day of Nov., 2016, before me personally appeared Dr. Stuart Andrews, MD to me known to be a medical doctor and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Laureen S. Reid  
NOTARY PUBLIC in and for the State of Washington,  
residing at Bellingham. My commission expires  
10.29.20.

**WHATCOM COUNTY:**

**Recommended for Approval:**

Bill Elfo 11/1/16  
Bill Elfo, Sheriff Date

**Approved as to form:**

J. Gallun 11/1/16  
Prosecuting Attorney Date

**Approved:**

Accepted for Whatcom County:

By: \_\_\_\_\_  
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON       )  
                                          ) ss  
COUNTY OF WHATCOM       )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally appeared Jack Louws, 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:**

**Dr. Stuart Andrews, MD**

Address:

3391 Robertson Road  
Bellingham, WA 98226

Contact Phone:

360-410-1635 (cell)

Contact Email:

sturobandrews@gmail.com

## GENERAL CONDITIONS

1. Scope of Services: The Provider agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. Professional Licensure: As a condition of this Agreement, the Provider shall maintain all applicable licenses and certification requirements of the profession to render services in this Agreement and shall at all times during the term of this Agreement, meet all requirements of the State of Washington or other regulatory entity for such licensing, certification or credentialing.
3. The Provider agrees to fully comply with all Federal, State, and local laws, rules and regulations relating to the subject matter of this Agreement.
4. Term: Services provided by Provider prior to or after the term of this contract shall be performed at the expense of Provider and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement will be from January 1, 2017 to December 31, 2017 and may be renewed up to four (4) one-year terms for a total of five (5) years by mutual agreement of the parties and said Agreement is in writing and signed by both parties.
5. Termination for Default: If the Provider defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or 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 Provider in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Provider's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Provider shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Provider. The Provider 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.
6. 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. Whenever the Agreement is terminated in accordance with this paragraph, the Provider shall be entitled to payment for actual work performed at unit contract prices for completed items of work. 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 for default or convenience, shall not constitute breach of contract by the County.
7. Accounting and Payment for Provider Services: Payment to the Provider for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," 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 "B" 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 Provider for any costs or expenses incurred by the Provider in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation,

compensate the Provider, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

8. Withholding Payment: In the event the County's Administrative Officer determines that the Provider has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Provider the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Provider to termination or damages, provided that the County promptly gives notice in writing to the Provider of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Provider of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Provider acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Provider, (3) to set off any amount so paid or incurred from amounts due or to become due the Provider. In the event the Provider obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Provider by reason of good faith withholding by the County under this clause.
9. Independent Provider: The Provider's services shall be furnished by the Provider as an independent Provider, 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 Provider as an independent Provider.

The Provider acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Provider 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 Provider 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 contract to the Internal Revenue Service on a Schedule C, 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.

Provider 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 breach of the provisions of this paragraph.

10. No Guarantee of Employment: The performance of all or part of this contract by the Provider shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Provider or any employee of the Provider or any sub Provider by the County at the present time or in the future.
11. Confidentiality: The Provider its employees, sub Providers, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Provider in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Provider shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Provider shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Provider's breach of this provision.
12. 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 Provider 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. Provider 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 Provider, then the Provider agrees to notify the Administrative Officer as soon as it is practical.

13. Defense & Indemnity Agreement: Whatcom County shall, to the fullest extent permitted by law, indemnify and hold harmless the Provider, from any and all claims, actions, lawsuits, damages, judgments or liabilities arising out of the Provider rendering the performance or nonperformance of services, under this Agreement unless such action, omission, or service, is Wanton, Malicious, an intentional tort, act or omission, including but not limited to sexual or assaultive behavior.

This duty will continue until such time as the statute of limitations comes to an end for a specific incident, even if the Provider is no longer providing the services described herein.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

Nothing in any provisions of this Agreement prevents the County from seeking subrogation, reimbursement or indemnification from the Provider or any third party regardless of the indemnification agreement the County entered into with the Provider.

14. Non-Discrimination in Client Services: The Provider shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, disability, sexual orientation, or veteran status or any other basis in law; 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 any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program or receive services provided by this Agreement.
15. Conflict of Interest: If at any time prior to commencement of, or during the term of this Agreement, Provider 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 Provider 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 Provider to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.
16. 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 Provider 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 Provider 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 agreement is:

**COUNTY**

Wendy Jones, Chief Corrections Deputy  
Whatcom County Sheriff's Office/Corrections  
311 Grand Avenue  
Bellingham, WA 98225  
Phone: 360-778-6505

**PROVIDER**

Dr. Stuart Andrews  
3391 Robertson Road  
Bellingham, WA 98226  
Phone: 360-410-1635

17. 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 of the parties.
18. Severability: If any term or condition of this contract 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 contract are declared severable.
19. Waiver: Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract 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 to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.
20. Disputes:
  - a. General:

Differences between the Provider and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.
  - b. Notice of Potential Claims:

The Provider 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 Provider has given the County a written Notice of Potential Claim within ten (10) 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 Provider 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. Provider 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.
  - c. Detailed Claim:

The Provider shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Provider 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.
  - d. Arbitration:

Other than claims for injunctive relief 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 parties 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) 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. 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 parties 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) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration. Each party will pay their own costs, fees, including attorney's fees for all arbitration costs, except the parties agree to split the cost of the Arbitrator's fee. Unless otherwise specified herein, this Agreement shall be governed by the laws of Whatcom County and the State of Washington.

21. 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 or adjacent County. This Agreement shall be governed by the laws of the State of Washington.
22. No Assignment: Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without the prior written consent of both parties.
23. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
24. Entire Agreement: This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

**EXHIBIT "A"**  
**(SCOPE OF WORK)**

**I. SERVICES TO BE RENDERED**

It is envisioned that the Provider will provide the following services to the County:

1. Conduct sick call at the County Jail, the time of which shall be mutually agreeable to the Provider and the Chief Corrections Deputy.
  - a. Examine, diagnose, prescribe, and provide appropriate treatment for inmates who are manifesting symptoms of acute and/or chronic illness or injury.
  - b. Order appropriate and necessary laboratory and x-ray services.
  - c. Record on the permanent Jail Health Record necessary history and physical findings, diagnoses and orders for treatments. This may include entry into an Electronic Medical Records system.
  - d. Refer to local specialists only those patients, whose medical problems cannot be adequately addressed by other methods or manners, including, but not limited to, consultation with the appropriate specialist, review of written reports, interpretation of medical test results.
  - e. Have access to a number of different physicians, representing a variety of medical specialties, to be available for consultation.
  - f. Provide consultation and necessary medical supervision to the jail nurses and other jail personnel on matters relating to the health of inmates. Conduct staff meetings every month with jail medical personnel to address jail medical concerns and protocols.
  - g. The Provider may, on occasion, make arrangements to see an inmate whose condition requires urgent care that cannot be delayed until the next scheduled medical clinic.
  - h. Be willing to work with the health care practitioners at the jail to provide information clarification, and opinion regarding medical situations, including, but not limited to: course of treatment, necessity of immediate or postponed direct examination, ordering or interpreting medical tests.
    - i. Be willing to utilize a pre-established medication formulary when prescribing medication, except when use of a formulary medication would represent less than the standard of care in the community, or is medically contraindicated
    - ii. Provide for telephone consultation with jail medical personnel 24 hours a day, 7 days a week.

**II. GENERAL CONDITIONS**

- A. The medical care delivery system must conform to the County standards for medical services provided in the Whatcom County code as set by state law and any and all Federal, State and Local laws and rules. The system must also conform to the *Standards for Medical Services in Jails*, developed by the National Commission on Correctional Health Care (NCCHC). In the case of a conflict, it is understood that the general parameters for medical services provided in the Whatcom County Jail are set by Federal, State and Local laws and rules, with NCCHC standards providing the specific criterion whereby these standards are exercised.
- B. The Provider shall use the jail facility whenever possible and/or appropriate in the performance of his/her duties for this service.
- C. The Provider shall have no responsibility for the security at the Whatcom County Jail or for the custody of any inmate at any time, such responsibility being solely that of the Whatcom County Jail. The Provider shall have primary, but not exclusive, responsibility for the identifications, care and treatment of inmates requiring medical care. On these matters of mutual concern, the Sheriff and his support staff shall support assist and cooperate with the Provider, and the Provider shall support, assist and cooperate with the Sheriff, whose decision in any non-medical matter shall be final.

- D. Standing orders, rules, and regulations relating to medical services are generally to be established and implemented as the result of coordinated planning and agreement of the Provider, Jail Administration and other contracting providers.
- E. In areas which impact the security and general administration of the Whatcom County Jail, the Policies and Procedures of the Provider are subject to review and approval by the Whatcom County Sheriff's Office.
- F. The Provider may not assign the obligations or the rights of the Provider under this Agreement without the express written consent of the Whatcom County Sheriff's Office, whose consent shall not be unreasonably withheld.
- G. The Provider will assist the County in obtaining the services of a licensed, qualified practitioner to serve as a locum in the event the Provider will be unable to provide clinical services. The Provider will not be paid for any clinic services provided by a locum, and funding for locum coverage will be deducted from the Provider's allocation.
- H. The Provider will maintain certification to prescribe the medication Buprenorphine/Suboxone, for the treatment of opiate addiction/withdrawal.

**III. IT IS FURTHER UNDERSTOOD**

- I. This Agreement does not obligate the jail staff to refer all unscheduled medical patients to the Provider exclusively. The jail staff or nurse may refer patients to other physicians for care as they feel necessary.

**EXHIBIT "B"**  
**(COMPENSATION)**

**I. BILLING FOR SERVICES RENDERED**

1. The County shall pay the Provider for services rendered at a monthly rate of \$10,125.00.
2. The Provider will submit an invoice to the County attesting that the following minimum monthly service has been provided :
  - a. 64 hours per month of direct patient care
  - b. Four and one-half hours of patient records review
  - c. Six and one-half hours of administrative, nursing staff and medical meetings
  - d. Physician accessibility 24 hours a day, 7 days a week for phone consultation
3. The Provider may not work more than 75 hours per month or 900 hours per year without approval of the Chief Corrections Deputy.
4. The County will provide the Provider with an annual continuing education allowance, not to exceed \$2,000.00 when education is directly related to Jail operations. The Chief Corrections Deputy must pre-approve all continuing education. The Provider will be responsible for paying all costs of said education and shall submit an invoice to the County for these costs with substantiating receipts, not to exceed \$2,000.00.
5. The County will provide the Provider a cellular phone and service to accommodate the "on call" requirements of this Agreement. The County will pay the cellular vendor monthly for the Provider's phone. If the Provider has to use this phone for calls other than his service to the County, he will be responsible for paying those monthly charges with a check.
6. The maximum annual compensation to the Provider for this Agreement shall not exceed \$123,500.00.

**II. PAYMENT FOR SERVICES**

1. All bills received by the first of the month shall be paid by the end of the month. It is understood that at the end of the calendar year, all bills for service must be presented to the county by January 10<sup>th</sup> of the following year.