

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of Commissioners
FROM: Steve Richmond, JCSO Jail Superintendent
DATE: 7/14/15
SUBJECT: Medical Services to Inmates

STATEMENT OF ISSUE: The Jefferson County Jail is mandated to provide urgent and substantial medical care to its' inmates. We also provide a relapse prevention program for inmates suffering from substance abuse and/or mental health issues. Our current providers have adequately provided these services since 2004 and we wish to retain them for inmate medical services and add the Relapse Prevention Program facilitation to their duties.

ANALYSIS: The Jail currently provides these medical services through Linda Pedersen, MSN, ARNP and wish to add the relapse prevention program facilitator to her responsibilities.

FISCAL IMPACT: The current expenditure for 2014 is \$76,199.76 with a portion, currently 45.7% funded from the 1/10th of 1% Substance Abuse Sales Tax.

RECOMMENDATION: Approve and sign by BoCC.

REVIEWED BY:


County Administrator

7/16/14
Date

PROFESSIONAL SERVICES CONTRACT
DELIVERY OF HEALTH CARE TO INMATES
OF THE JEFFERSON COUNTY JAIL

THIS CONTRACT, made and entered into this day by and between THE COUNTY OF JEFFERSON, a municipal corporation, hereafter "COUNTY", and LINDA PEDERSEN, MSN, PLLC, hereafter "PROVIDER".

WHEREAS, the COUNTY desires to have health care services performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, the PROVIDER presents that they are qualified and possess sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Contract; and

WHEREAS, the PROVIDER has been providing medical services to the Jefferson County Jail since 2004 and the PROVIDER has provided good medical care and complied with its contractual obligations; and

WHEREAS, the County is desirous of having PROVIDER continue to provide medical care at the Jefferson County Jail,

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties agree as follows;

I. DEFINITIONS:

"Health Care Authority" means the person responsible for medical policies and procedures at the Jefferson County Jail. This person reports to the Responsible Physician. For purposes of this Contract Linda Pedersen is the Health Care Authority.

"Health Care Liaison" means the employee of the Jefferson County Sheriff's Office responsible for supervision of the Jefferson County Jail and responsible for communication between jail staff, the Health Care Provider and the inmates. For purposes of this Contract the Liaison is Steve Richmond, Jail Superintendent.

"Health Care Provider" means the person providing the medical care to an inmate who needs or requests medical attention or medical care. This person reports to the Health Care Authority. For purposes of this Contract, the Health Care Provider is Ken Brown.

"PROVIDER" means Linda Pedersen, MSN, PLLC and any licensed health care provider who is an employee or subcontractor of that PLLC.

"Responsible Physician" means a medical doctor who oversees the Health Care Authority, primarily via quarterly reviews of a limited number of inmate medical files. For purposes of this Contract, the Responsible Physician is Dr. Miguel Balderrama.

II. SERVICES

- A. The PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all equipment necessary for full performance, as are identified as PROVIDER responsibilities throughout this CONTRACT and as detailed in Exhibit A attached hereto and made a part hereof. The PROVIDER shall perform the services and tasks listed on Exhibit A in a competent manner consistent with current medical

standards, norms, policies and procedures. PROVIDER's failure to meet this standard of competency shall be considered a breach of this contract and authorizes the COUNTY to terminate this Contract in a manner consistent with Section IV below.

- B. The COUNTY shall provide an appropriate medical area as well as all materials and supplies necessary to accomplish such tasks, as well as inmate transport to the medical area and security for the PROVIDER'S staff onsite. This shall be detailed in Exhibit B attached hereto and made a part hereof.

III. TERM

The term of this Contract and the performance of the PROVIDER in compliance with this Contract shall be considered to have commenced on July 1 2014 and shall expire on December 31, 2016.

IV. RENEWAL and TERMINATION:

This contract shall automatically renew for a single three year term unless one of the parties to this Contract informs the other party prior to October 1, 2016 of their desire to terminate the Contract. Either party may terminate this Contract for any reason upon sixty (60) days written notice to the other party. During the 60 day period required for notification of intended termination both parties shall have the right to cure the default or breach, i.e., remove or remedy the cause of the decision to terminate.

V. COMPENSATION AND METHOD OF PAYMENT

- A. Compensation for medical services provided during 2014 shall be \$3,445.33 per month, with total compensation for this service in 2014 under this Contract not to exceed \$20,672.00.
- B. Compensation for medical services provided during 2015 and 2016 shall be \$3,617.60 per month, with total compensation for this service in 2015 and 2016 not to exceed \$43,411.20 annually.
- C. If this Contract remains effective as of January 1, 2017, the compensation for medical services provided during 2017 and 2018 shall be \$3,798.48 per month, with total compensation for this service in 2017 and 2018 not to exceed \$45,581.76 annually.
- D. If this Contract remains effective as of January 1, 2019, the compensation for medical services provided during 2019 shall be \$3,998.40 per month, with total compensation for this service in 2019 not to exceed \$47,860.85 annually.
- E. Compensation for relapse services provided during 2014 shall be \$2,904.65 per month, with total compensation for this service in 2014 under this Contract not to exceed \$17,427.90.
- F. Compensation for relapse services provided during 2015 and any subsequent year will be a function of what sum is awarded by the 1/10th of

1% Sales Tax Advisory Committee yearly and will fluctuate yearly based on the amounts awarded by the Committee. The amount awarded for 2015 and 2016 will be divided into 12 equal monthly payments to the PROVIDER.

- G. No payment shall be made for any services rendered by the PROVIDER except for services identified and set forth in this Contract.
- H. The COUNTY shall reimburse the PROVIDER for the services performed under this Contract as detailed in Exhibit A.
- I. The PROVIDER shall submit an invoice to the COUNTY on the 1st of every month H. The COUNTY will initiate authorization for payment and render payment to the PROVIDER after receipt of the invoice within thirty (30) days thereafter.

VI. SAFEGUARDING CLIENT INFORMATION

The use or disclosure by any party of any confidential information concerning a recipient or client for any purpose with respect or services provided under this Contract is prohibited except on written consent of the recipient or client, his/her attorney or his/her responsible parent or guardian, or as otherwise provided by law.

VII. COMPLIANCE WITH LAW

The PROVIDER, in performance of this Contract, agrees to comply with all applicable Federal, State, and Local laws and ordinances, including standards for licensing, registration, and certification. All parties to this Contract shall abide by and comply with HIPAA.

VIII. CHANGES AND NOTIFICATION

Any amendment to this Contract shall be in writing and signed by both parties.

IX. NON-DISCRIMINATION IN CLIENT SERVICES

The PROVIDER shall not, on grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical disability deny an individual any services or other benefits provided under this Contract.

X. RELATIONSHIP OF THE PARTIES

- A. The parties intend that an independent contractor relationship will be created by this Contract. The COUNTY is interested primarily in the results to be achieved; the implementation of services will lie solely with the PROVIDER. The PROVIDER shall not be deemed to be an employee, agent, servant, or representative of the COUNTY for any purposes, and

the PROVIDER is not entitled to any of the benefits the COUNTY provides for COUNTY employees.

- B. The PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and representatives or otherwise during the performance of this Contract.
- C. In the performance of the services herein contemplated, the PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the COUNTY.

XI. HOLD HARMLESS/INDEMNIFICATION

- A. The COUNTY agrees to hold harmless and indemnify the PROVIDER and all of its officers, agents and employees against any claims, suits, demands, actions, or damages to any and all persons or property, costs or judgments against the COUNTY which may result from, arise out of, or are proximately caused by the PROVIDER'S (or their officers, agents, or employees) allegedly negligent acts or omissions while performing their obligations under this contract.
- B. The COUNTY accepts full liability for any damages resulting from dereliction of medical care, treatments, diagnostics, or pharmaceuticals deemed medically necessary by the PROVIDER, on the part of the COUNTY or its officers, agents, or employees. The PROVIDER and all of its officers, agents, or employees will be held harmless and will be indemnified, from any and all liability, loss, or damage incurred by the COUNTY or its officers, agents, or employees for any withholding of medical care or dereliction of PROVIDER orders for necessary medical treatment.

XII. INSURANCE

- A. The PROVIDER and any of his/her employees and agents engaged in providing the services listed in Exhibit A attached hereto shall have third party liability coverage for claims for damages, actions or suits arising from or proximately caused by the allegedly negligent acts and omissions of the PROVIDER and/or any of his/her employees and agents through and by the policy (or policies) of joint self-insurance issued by the Washington Counties Risk Pool ("WCRP") and naming Jefferson County as a member county entitled to the coverage provided by the WCRP.
- B. The PROVIDER will be provided with not less than thirty (30) days' notice of the cancellation of the WCRP policy applicable to Jefferson County at which time it will be his/her responsibility to obtain and make effective malpractice insurance in an amount not less than \$1,000,000.00 per occurrence written and issued by a carrier licensed or authorized to sell policies of insurance in the State of Washington. Said policy must have a forty-five (45) day cancellation notice if cancelled or altered by either

party. A Certificate of Insurance including the forty-five (45) day provision shall be provided to the COUNTY with respect to and covering every employee or agent providing any or all of the services listed in Exhibit A under this Contract. If applicable, current copies will be provided annually to the COUNTY by the PROVIDER. If the PROVIDER must obtain such malpractice insurance, then the PROVIDER must also obtain along with the Certificate of Insurance the full text of any endorsements listed on that Certificate of Insurance.

- C. Jefferson County agrees to cover the PROVIDER and any of his/her employees and agents under its' Worker's Compensation coverage for the duration of this contract.

XIII. JURISDICTION AND LEGAL COSTS

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance.
- B. Any section of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provision thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Jefferson County.
- C. In the case of litigation arising from A) a dispute over the terms and conditions of this Contract or B) an alleged breach by a party of its obligation(s) under this Contract, then each party shall be solely responsible for its legal costs, including attorney's fees.

XIV. SEVERABILITY

- A. It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith, and shall be deemed modified to conform to such statutory provision.

XV. ENTIRE CONTRACT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are


excluded. Both parties recognize time is of the essence in the performance of the provisions of this Contract.

XVI. WAVIER OF CONTRACT TERMS

The parties agree that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed this _____ day of _____, 20____.

PROVIDER

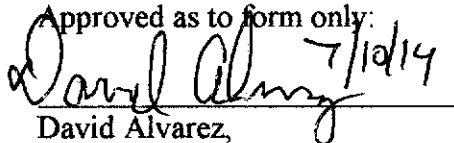


Linda Pedersen, MSN, LLC

JEFFERSON COUNTY

Phil Johnson, BoCC Chairman

Approved as to form only:



David Alvarez,
Jefferson Co. Prosecutor's Office

David Sullivan, BoCC Member

John Austin, BoCC Member

PROFESSIONAL SERVICES CONTRACT

EXHIBIT A – PROVIDER

PROVIDER will provide the following as per Contract terms:

- A. Two (2) Sick Call sessions will be held each week, minimum of two (2) hours per session (or long enough to see all patients), will be held by an ARNP, with prescriptive privileges. Additional sick calls may be arranged as mutually agreed upon.
- B. Twenty four (24) hour, seven (7) days a week phone triage, medication consultation will be provided. Response time by PROVIDER should be within twenty (20) minutes of facility's call.
- C. Assess and document health status using complete history and physical assessment of those inmates suspected of having mental health and/or drug/alcohol withdrawal issues or concerns,
- D. Provide input and assistance as required to maintain the Relapse Prevention Program, including all documentation and reports and co-facilitate bi-weekly sessions with other providers.
- E. Analysis of facility needs to include: (1) Policy and Procedure development and/or review per NCCHC standards; (2) necessary medical chart format; (3) necessary medical supplies; (4) OSHA requirements for the medical services and Corrections staff; (5) utilization review; (6) quality management and administrative support to include contract negotiation for pharmaceutical services, diagnostic services, and medical supply services.
- F. All practitioners will provide documentation of current state licensure, including any renewal of said state licensure.
- G. Practitioners will provide specialized medical equipment necessary to perform sick call (i.e., stethoscopes, sphygmomanometers, otoscopes, ophthalmoscopes, percussion hammers, etc)
- H. Maintain medical records per policy and assure confidentiality.
- I. Promote community health and prevention of communicable disease within the Jefferson County Jail.
- J. At the request of the COUNTY, PROVIDER may conduct pre-employment physicals and fitness testing for Corrections staff, ongoing in-service training and quarterly environmental inspection of jail conditions for a negotiated fee.
- K. Ms. Pedersen agrees to serve as the facility's "Health Authority" and assumes responsibility for arranging all levels of health care and ensuring quality and accessible health services for inmates.

- L. In her role as “Health Authority”, Ms. Pedersen will communicate in person or electronically at least weekly with the Health Care Providers, and Health Care Liaisons.

PROFESSIONAL SERVICES CONTRACT

EXHIBIT B – COUNTY

COUNTY will provide the following per Contract terms:

1. A private, secure area with appropriate furniture to perform medical examinations, as well as all necessary medical supplies.
2. Inmate transportation to and from the medical area, and provide security for practitioners while onsite medical care is being delivered.
3. Inmate transport to prescribed outpatient visits for medical, dental, or diagnostic needs.
4. All chart forms, stationary supplies, and copy services needed for onsite medical care.
5. An accurate scale and thermometer capable of frequent use for onsite medical care.
6. The opportunity to attend at least one “Corrections-related” and one clinical continuing education training per year as agreed to between the parties. Costs to be split equally between both parties.