

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Clark County Sheriff's Office

**DATE:** January 26, 2016

**REQUESTED ACTION:**

Approve Professional Services Agreement with Correct Care Solutions, Inc., to provide inmate medical services at the Clark County Law Enforcement Center Jail, Jail Work Center and Juvenile Justice Center Detention Facility.

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**BACKGROUND**

On January 31st, 2016, the contract with the current provider of medical services for inmates at the Clark County Jail, Jail Work Center and Juvenile facilities will expire. The Sheriff directed staff to conduct a competitive Request for Proposal (RFP) process to see if inmate medical services could be obtained at a lower cost. Through guidance and cooperation with the county Purchasing, Health Department, Risk Management, Prosecuting Attorney, an RFP was issued earlier this fall.

On August 31, 2015, two companies responded to the RFP with written proposals. On October 13, 2015, the two companies made oral presentations to a nine-member panel. Correct Care Solutions (CCS) was selected based on their excellent references, corporate history, risk management profile, innovative staffing approach and significant cost savings compared to the other respondent. Correct Care Solutions is a well-known entity, having successfully provided inmate medical services to the Clark County Jail, Jail Work Center and Juvenile facilities since acquiring the previous inmate medical provider, Conmed, in 2012.

A professional services agreement has been negotiated with Correct Care Solutions for three years, Feb 1, 2016 to Jan 31, 2019, with three (1) one-year extension options. Base Compensation for the first year of the contract is \$3,341,067. Increases are limited to no more than 5% per year for the life of the contract and may be lower if Medical CPI runs below 5%. The existing 2015-16 budget is sufficient to accommodate the first year of the contract; however, future year contract increases will require baseline budget increases. The budget increase necessary for 2017-18 biennium is estimated at up to \$925,000 based on the maximum annual increase of 5%.

The Sheriff's Office recommends approval of the agreement.

**ADMINISTRATIVE POLICY IMPLICATIONS**

There are no anticipated administrative policy implications.

**COUNCIL POLICY IMPLICATIONS**

There are no anticipated policy implications for the Board of County Councilors.

**PREVIOUS REVIEWS AND ACTIONS**

None.

**COMMUNITY OUTREACH**

None.



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**BUDGET IMPLICATIONS**

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

**SUBMITTED BY:** Darin Rouhier  
**DATE:** January 20, 2015

**DISTRIBUTION OF COUNCIL STAFF REPORTS:**

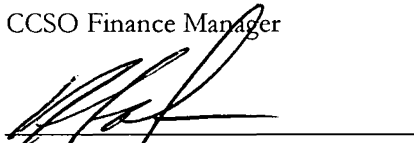
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**SHERIFF'S OFFICE APPROVALS:**



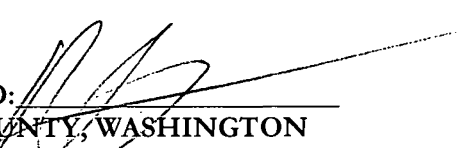
Staff: Darin Rouhier  
 CCSO Finance Manager



Mike Cooke  
 Clark County Undersheriff

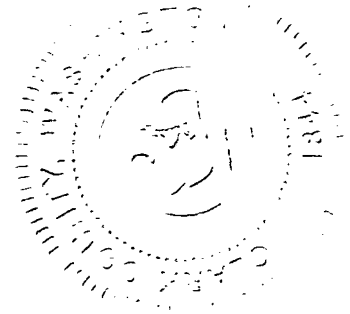
**Attachments:**

- Professional Services Agreement with Correct Care Solutions, Inc.

**APPROVED:**   
**CLARK COUNTY, WASHINGTON**  
**BOARD OF COUNTY COUNCILORS**

**DATE:** Jan. 26, 2016

**SR#** SR 018-16



**COUNTY MANAGER ACTION\RECOMMENDATION**

**By:** Mark McCauley

**Date:**

**SR Number:**

**REQUESTED ACTION:**

Approve Professional Services Agreement with Correct Care Solutions, Inc., to provide inmate medical services at the Clark County Law Enforcement Center Jail, Jail Work Center and Juvenile Justice Center Detention Facility.

**COUNTY MANAGER RECOMMENDATION:**

<b>Action</b>	<b>Conditions</b>	<b>Referral to council?</b>
<i>Approval\denial</i>	<i>Enter conditions or requests here</i>	<i>Yes\No</i>

\_\_\_\_\_  
Mark McCauley  
Acting County Manager

**DISTRIBUTION**

Sheriff's Office

**Professional Services Contract**

SH 16-05

Contract Purchase No. \_\_\_\_\_ RFP #695

THIS CONTRACT, entered this 26<sup>th</sup> day of Jan, 2016, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Correct Care Solutions, LLC after this called "Contractor."

WITNESSETH

WHEREAS, the Contractor has been chosen through a competitive bid process by the County RFP 695 and has the expertise to provide professional services for Clark County and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference as *Exhibit A and B*.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. SERVICES. The Contractor shall perform services in accordance with *Exhibits A and B* and provide staffing as set forth in *Exhibit B* and *Exhibit D*.

2. TIME. The contract shall be effective beginning February 1, 2016, at 12:00 a.m. (midnight) and ending January 31, 2019, at 11:59 p.m. The County may renew this contract for three (3) subsequent one (1) year terms with ninety (90) days' written notice.

3. COMPENSATION. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in *Exhibit C*, which is attached hereto and incorporated herein by this reference.

The parties mutually agree that in no event shall the amount of billing exceed the dollar amount in *Exhibit C* without prior approval of the County.

4. TERMINATION. Failure of either party to comply with any provision of this Contract shall be considered grounds for termination of the Contract upon sixty (60) days' advance written notice to the other party, specifying the termination date and identifying the "basis for termination." Upon receipt of notice, the recipient shall have ten (10) days to provide written response to the other party. If the response is deemed by the other party to provide an adequate explanation and provides sufficient cure, the sixty (60) day notice shall become null and void and this Contract will remain in full force and effect. The waiver by either party of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Further, County may terminate this Contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. Either party may terminate this Agreement without cause upon ninety (90) days' written notice to the other party. The Contractor will be reimbursed for services expended up to the date of termination.

5. INDEPENDENT CONTRACTOR. The Contractor shall always be an independent Contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind, except as specifically provided herein.

6. INDEMNIFICATION/ HOLD HARMLESS. The Contractor agrees to indemnify and hold harmless the County, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or

omission of the Contractor, its agents, employees, or independent contractors in connection with the performance or non-performance of its duties under this Contract and attachments thereto. The County agrees to indemnify and hold harmless Contractor, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of the sole negligence of the County, its agents, employees, or independent contractors.

The County and Sheriff agree to promptly notify the Contractor in writing of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. The County and Sheriff agree that the Contractor's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected prior to written notice to the Contractor as set forth above. Upon written notice of claim, the Contractor shall take all steps necessary to promptly defend and protect the County and Sheriff from an indemnified claim, and incur all costs or expenses, including attorney's fees or settlements.

**7. WAGE AND HOUR COMPLIANCE.** The Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. SOCIAL SECURITY AND OTHER TAXES. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this Contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract, and shall assume exclusive liability therefore and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. CONTRACT DOCUMENTS: Contract documents consist of 1) this Contract; 2) *Exhibit E*, Clarification and Addendum to the Contractor's Response to RFP #695 this Contract; 3) *Exhibit D*, the staffing schedule; 4) *Exhibit C*, the compensation schedule; 5) *Exhibit B*, a scope of work which consists of a proposal based on the Contractor's response to RFP #695 and 6) *Exhibit A*, a copy of RFP 695. The order of precedence shall be in the numerical order (1-6) that the exhibits are listed in this paragraph.

10. EQUAL EMPLOYMENT OPPORTUNITY: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.

11. CHANGES: County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both

parties and incorporated in the written amendments to the Contract.

12. PUBLIC RECORDS ACT: Notwithstanding the provisions of this Contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting of public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Sheriff's Office.

13. GOVERNING LAW. This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

14. CONFIDENTIALITY. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.

15. CONFLICT OF INTEREST. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by it, or shall perform services as an independent contractor with it, in the performance of this Contract.

16. DEBARMENT OR EXCLUSION. The Contractor shall not employ any



person nor contract with any person or entity that is excluded from participation in federally funded (in whole or in part) Contracts, in accordance with 42 CFR Part 76 or who are debarred, suspended, declared ineligible or voluntarily excluded. The Contractor and any subcontractors must comply with federal law and must not knowingly have a director, officer, partner or person with a beneficial ownership of the Contractor's equity, or an employee, contract or consultant who is significant or material to the provision of services under this Contract, who has been or is affiliated with someone who has been, debarred, suspended or otherwise excluded by any federal agency. The Contractor shall maintain evidence of compliance in personnel files or with subcontractor's documents. The Contractor shall certify compliance with this provision to the County prior to the term of this Contract, including certification of compliance of any other parties listed above with a beneficial ownership or a party significant to the provision of services under this Contract. The Contractor shall provide the full names of these parties to the County, along with certification of compliance prior to the start of this contract.

17 AGENCY. The Contractor will not represent themselves as County Employees or Agents.

18. ASSIGNMENT. Except as otherwise provided herein, no party to this Contract may assign any of its rights or delegate any of its duties under this Contract without the prior written consent of the other parties; provided however, that the Contractor may assign its rights or delegate its duties to an affiliate of the Contractor, or in connection with the sale of all or substantially all of the stock, assets or business of

the Contractor, without the prior written consent of the other parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.

19. NOTICES. Any notice of termination, requests, demands or other communications under this Contract shall be in writing and shall be deemed delivered:

(a) when delivered in person to a representative the parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the party listed below:

If for CONTRACTOR:

Correct Care Solutions, LLC  
General Counsel  
1283 Murfreesboro Road, Suite 500  
Nashville, TN 37217

If for COUNTY:

Clark County Sheriff's Office  
Chief Jail Deputy  
PO Box 410  
Vancouver, WA 98666

Such address may be changed from time to time by either party by providing written notice as provided above.

20. CONSENT AND UNDERSTANDING. This Contract contains a complete and integrated understanding of the contract between the parties and supersedes any understandings, agreement, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

21. SEVERABILITY. If any provision of this Contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this contract on the date first above written.

COUNTY:

Approved as to form only:  
ANTHONY F. GOLIK  
Prosecuting Attorney

Board of County Councilors  
Clark County, Washington

By: Jane E. Vetto  
Jane Vetto  
Deputy Prosecuting Attorney

By: Mark McCauley  
Mark McCauley  
County Administrator

CONTRACTOR:  
Correct Care Solutions, LLC

By: Cary McClure  
Print Name: CARY McCLURE  
Title: Asst. Secretary

Vendor/Contractor:

Have you or any of your employees who will be directly compensated retired from a Washington State Retirement System using the 2008 Early Retirement Factor?

Yes

No

If yes, please provide the name and social security number for each retiree to Clark County Purchasing.