

AGENDA REQUEST FORM

**Return completed form and complete agenda item to the Clerk of the Board
Yakima County Commissioners' Office, Room 232**

Prepared by:
Sandra F. Bess, Program Coordinator

Department: YCDOC

Requested Agenda Date: 03/08/2022

Presenting: Jeremy Welch, Director

Document Title:

Inmate Healthcare Services Amendment No. 2 - WELLPATH, LLC

Board of County Commissioners Record Assigned
BOCC Agreement
056 - 2022

Yakima County, WA
APPROVED FOR AGENDA:
 Consent Regular
Board of County Commissioners Determined

Action Requested: *Check Applicable Box*

PASS RESOLUTION EXECUTE or AMEND **AGREEMENT** CONTRACT or GRANT
 ISSUE PROCLAMATION PASS ORDINANCE OTHER _____

Describe Fiscal Impact:

\$222,658.48 annually

Background Information:

YCDOC has a long standing relationship with Wellpath, LLC who currently provides healthcare services to all inmates.

Summary & Recommendation:

This is a one year renewal October 2021 through October 2022, therefore, we are recommending renewal of this very important agreement

Motion:

Department Head/ Elected Official


Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial BTW

Late Agenda Requests Require BOCC Chairman Signature:

**SECOND AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE
SERVICES AT YAKIMA COUNTY, WASHINGTON
(Effective October 11, 2021)**

This Second Amendment, effective October 11, 2021 (this "Amendment"), to the Agreement dated October 11, 2019 (the "Agreement") is by and between Wellpath LLC ("Wellpath") and Yakima County, Washington ("County").

WHEREAS, the Agreement automatically renews on October 11th of each year pursuant to Section 9.0; and

WHEREAS, the Parties agree to increase compensation for each successive year pursuant to Section 9.0.1; and

WHEREAS, the County's ADP has continued to increase; and

WHEREAS, in response to the increase in ADP, the Parties agree to increase Staffing and related compensation terms as further set forth below; and

WHEREAS, in accordance with Section 11.16, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO EXHIBIT A OF THE AGREEMENT.** The Parties agree that the Staffing Matrix attached hereto as Exhibit A, Effective October 11, 2021 shall replace the previous Staffing Matrix attached to the Agreement as Exhibit A.
3. **AMENDMENT TO SECTION 8.0 OF THE AGREEMENT.** The Agreement shall be amended by deleting section 8.0 in its entirety and inserting the following language in lieu thereof:


8.0 **ANNUAL AMOUNT/MONTHLY PAYMENTS.** The base annual amount to be paid by the County to Wellpath under this Agreement is \$2,743,901.76, for a period of 12 months, payable in equal monthly installments. Each monthly installment shall equal \$228,658.48, pro-rated for any partial months and subject to any reconciliations as set forth below. Each monthly installment is to be paid to Wellpath on or before the 1st day of the month of service. This compensation rate assumes an ADP of 450 inmates. Should the ADP exceed 550 inmates for a period of ninety (90) consecutive days, County and Wellpath agree to renegotiate the base annual compensation amount.

4. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
5. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
6. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

YAKIMA COUNTY, WASHINGTON

By: 
Name: Jeremy Welch
Title: Director

WELLPATH LLC

By: 
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Name: Cindy Watson

Title: President, Local Government

**EXHIBIT A
STAFFING MATRIX
Effective October 11, 2021**

Yakima County, WA									
Title	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Days									
Health Services Administrator	8	8	8	8	8			40	1
Mid-Level (PA/ARNP)	10	10	10	5	5			40	1
Registered Nurse (Charge)	8	8	8	8	8			40	1
Restered Nurse (Booking)	12	12	12	12	12	12	12	84	2.1
Licensed Practical Nurse	24	24	24	24	30	24	24	174	4.35
EMT/CMA	8	8	8	8	8			40	1
Administrative Assistant	8	8	8	8	8			40	1
TOTAL HOURS/FTE-Day								458	11.45
Evenings									
Licensed Practical Nurse	10	10	10	10	10	10	10	70	1.75
TOTAL HOURS/FTE-Nights								70	1.75
Nights									
Registered Nurse	12	12	12	12	12	12	12	84	2.1
TOTAL HOURS/FTE-Nights								84	2.1
TOTAL								612	15.3

**BOARD OF YAKIMA COUNTY COMMISSIONERS
AGREEMENT**

Agreement Number

WELLPATH LLC – Contract Amendment 2

BOCC Agreement

056 - 2022

Yakima County, WA

BOARD OF COUNTY COMMISSIONERS

Amanda McKinney, Chair

LaDon Linde, Commissioner

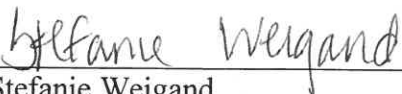
Ron Anderson, Commissioner

DATED: MAR 08 2022

Attest:

Julie Lawrence, Clerk of the Board

Approved as to Form:



Stefanie Weigand
Senior Deputy Prosecuting Attorney