

RESOLUTION 2024-0641

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN BENTON COUNTY AND ADAMS COUNTY FOR JAIL BED SPACE AT THE BENTON COUNTY JAIL

WHEREAS, per Resolution 2022-823 the Board of County Commissioners approved the Agreement between Benton County and Adams County for jail bed space at the Benton County Jail with a term expiring December 31, 2024; and

WHEREAS, the attached First Amendment is necessary as both parties wish to amend Section 5 – Compensation from Contract Agency, Section 6 – Medical Cost and Treatment, and Section 23 – Duration, while maintaining the rest of the Agreement in full force and effect, all as further outlined in the attached First Amendment; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached First Amendment to said Agreement between Benton County and Adams County for jail bed space at the Benton County jail; and

BE IT FURTHER RESOLVED, the per diem rate for each Contract Agency inmate shall be \$126.79 for every 24-hour period, or portion thereof, that said inmate is in the custody of the Benton County Jail for the period of January 1, 2025 through December 31, 2025. The per diem rate will increase to \$133.13 for the period of January 1, 2026 through December 31, 2026; and

BE IT FURTHER RESOLVED, the pharmaceutical cost per diem rate for each Contract Agency inmates in custody will be \$29.95 for every 24-hour period, or portion thereof, that said inmate is in the custody of the Benton County jail for the period of January 1, 2025 through December 31, 2025. The pharmaceutical cost per diem rate will increase to \$31.45 for the period of January 1, 2026 through December 31, 2026; and

BE IT FURTHER RESOLVED, the Specialty Rates that are not included in the per diem rates noted above will be billed to Adams County on an as-needed basis as further outlined in the attached First Amendment; and

BE IT FURTHER RESOLVED, said Agreement shall commence November 8, 2022 and shall continue through December 31, 2026. The attached First Amendment shall be effective on January 1, 2025; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman or Chairman Pro-Tem to sign the attached First Amendment to said Agreement between Benton County and Adams County for jail bed space at the Benton County Jail.

Dated this 1st day of October, 2024.

Attest.....
DocuSigned by:
Amanda Pearson
34825A975E034CE.....
Clerk of the Board

DocuSigned by:
Jerome Selvin
7ED07603283E486...
Chairman of the Board

DocuSigned by:
Michael Alvarez
D6C6F57E34874E4...
Chairman Pro-Tem

DocuSigned by:
Will McKay
135987D784E74CF...
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

First Amendment to
Agreement for Jail Space at the Benton County Jail
Between
County of Benton and County of Adams

This First Agreement Amendment is made and entered into this 1st day of October, 2024 by and between the COUNTY OF BENTON, a political subdivision of the state of Washington (hereinafter "County"), and the COUNTY OF ADAMS, a political subdivision of the state of Washington (hereinafter "Contract Agency"); hereinafter collectively ("the parties").

Recitals

Whereas, the parties entered into an Agreement for jail space at the Benton County Jail (jail) dated November 8, 2022 whereby the parties agreed to designate the jail as a place of confinement for the incarceration of one or more inmates lawfully committed to Adams County custody; and

Whereas, this First Amendment is necessary as both parties wish to amend Section 5 – COMPENSATION FROM CONTRACT AGENCY, Section 6 – MEDICAL COST AND TREATMENT, and Section 23. – DURATION, while maintaining the rest of the Agreement in full force and effect.

Now, therefore, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Agreement shall remain in effect except the below Sections 5, 6, and 23 shall be amended effective January 1, 2025 at 12:01am as follows:

- 1) Section 5 – COMPENSATION FROM CONTRACT AGENCY, effective January 1, 2025, Section 5.(a) shall be deleted and replaced in its entirety with the following:

5. COMPENSATION FROM CONTRACT AGENCY:

- (a) Base Rate. In return for the County's housing of an inmate of the Contract Agency, the Contract Agency shall pay the County a per diem rate for all Contract Agency inmates in custody one hundred twenty-six dollars and seventy-nine cents (\$126.79) for every 24-hour period, or portion thereof, that said inmate is in the custody of the County. Such time period shall be measured from the time said inmate is transferred to the custody of the County and ends when the Contract Agency resumes custody. The per diem rate will increase by 5% for the period of January 1, 2026 through December 31, 2026.

<u>Period</u>	<u>Basic Per Diem/per Inmate Rate</u>
January 01, 2025 – December 31, 2025	\$126.79

January 01, 2026 – December 31, 2026	\$133.13
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- 2) Section 6 – MEDICAL COST AND TREATMENT, effective January 1, 2025, Section 6 will be deleted and replaced in its entirety with the following:

6. MEDICAL COST AND TREATMENT:

- (a) Services Provided. Upon transfer of custody to the County, the County shall provide or arrange for Contract Agency's inmates to receive all necessary medical, psychiatric, and dental services in accordance with the policies and procedures of the County and applicable law.
- (b) Pharmaceutical Cost. Pharmaceutical Cost per diem rate for all Contract Agency inmates in custody will be twenty-nine dollars and ninety-five cents (\$29.95) for every 24-hour period, or portion thereof, that said inmate is in the custody of the County. The Pharmaceutical Cost per diem rate will increase by 5% for the period of January 1, 2026 through December 31, 2026.

<u>Period</u>	<u>Pharmaceutical Cost Per Diem/ per Inmate Rate</u>
January 01, 2025 – December 31, 2025	\$29.95
January 01, 2026 – December 31, 2026	\$31.45

- (c) Specialty Rate. The following Contract Agency inmate per diem Specialty Rates are not included in the per diem rates noted above. County must provide, with invoices, documentation for each Specialty Rate billed, to include Contract Agency inmate name, jacket number, location in the facility, and reason for designation at such rate:

- (i) Medical-Care - Payable at this rate in addition to the per diem rate listed above only when the Contract Agency inmate is in a designated infirmary bed/unit/cell. Payment at this rate is also included for any Contract Agency inmate who is on an active monitoring protocol for detox.

<u>Period</u>	<u>Medical Care Per Diem/ per Inmate Rate</u>
January 01, 2025 – December 31, 2025	\$69.45
January 01, 2026 – December 31, 2026	\$72.92

- (ii) Compliant Mental Health Care - Payable at this rate only when the Contract Agency inmate is actively being managed by a mental health case manager.

<u>Period</u>	<u>Compliant Mental Health Care Per Diem/ per Inmate Rate</u>
January 01, 2025 – December 31, 2025	\$69.45
January 01, 2026 – December 31, 2026	\$72.92

(iii) Acute Mental Health - Payable at this rate only when the Contract Agency inmate requires special monitoring due to an apparent mental health condition or requires intensive mental health services provided by the jails multidisciplinary team.

<u>Period</u>	<u>Acute Mental Health Per Diem/ per Inmate Rate</u>
January 01, 2025 – December 31, 2025	\$69.45
January 01, 2026 – December 31, 2026	\$72.92

(d) Cost Responsibility. The Contract Agency shall pay for all costs associated with the delivery of medical, psychiatric, and dental services provided to an inmate which, in the sole discretion of the County, require the services of a third-party medical, psychiatric, or dental services provider, and for all emergency medical, psychiatric, dental services, wherever provided. These costs shall be paid directly to the provider or as a reimbursement to the County, as directed by the County. The County shall bill the Contract Agency only for the actual cost charged to the County and shall provide an itemization with such billing.

(e) Other Billing. The Contract Agency will reimburse County for the following services when provided to Contract Agency inmate:

(i) Transportation and Hospital Watch Cost - Reimbursement only when documentation of services is provided. Contract Agency will reimburse the County for each attending officer at time-and-one-half overtime rate of \$55.34 per hour. This rate will increase by 3% starting January 1, 2026.

<u>Period</u>	<u>Transportation and Hospital Watch Cost/ per Hour</u>
January 01, 2025 – December 31, 2025	\$55.34
January 01, 2026 – December 31, 2026	\$57.00

(f) Notice. Except in case of situations deemed an emergency at the sole discretion of the County, the County shall notify the Contract Agency's contact person in writing, by mail or email, prior to transfer

of a Contract Agency's inmate to a medical, psychiatric, or dental provider outside of the County jail or to a hospital for medical, psychiatric or dental services.

- (g) Pre-Confinement Consents or Refusals. If a Contract Agency inmate has either 1) received medical, psychiatric, or dental treatment; or 2) refused any medical, psychiatric, or dental treatment, from the Contract Agency or any third-party provider of such services before transfer for confinement in the County jail, the Contract Agency shall provide to the County all written verification of any authorization of or refusal to authorize care or treatment for such inmate(s).
- (h) Return for Medical Services. Nothing herein shall preclude the Contract Agency from retaking custody of an ill or injured inmate by retaking custody of such inmate at the County jail. Such retaking of custody shall be preceded by written notice at least 24 hours in advance of the desired time of retaking custody. However, in situations where the County, in its sole discretion determines, that an inmate requires emergency medical care, the County shall have the right to arrange for emergency medical services (at the Contract Agency's expense) notwithstanding a request from the Contract Agency to retake custody of the inmate.
- (i) Records. The County shall keep records of all medical, psychiatric or dental services it provides to an inmate. Upon resumption of custody by the Contract Agency, the Contract Agency shall receive a copy or summary of the medical, psychiatric, or dental records held by the County for an inmate of the Contract Agency.

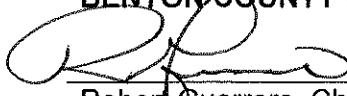
- 3) Section 23. DURATION - is hereby deleted and replaced in its entirety with the following:

23. DURATION:

This Agreement shall be effective on November 8, 2022 and shall continue through December 31, 2026, unless terminated earlier under the terms set forth in Section 21 above. This Agreement may be renewed for successive periods of two (2) years by written addendum executed by all parties hereto under such terms as the parties agree in writing. Nothing in this Agreement shall be construed to make it necessary for the Contracting Agency to continuously house inmates with the County.

THIS FIRST AMENDMENT, consisting of five (5) pages, is executed by the persons signing below who warrant that they have the authority to execute this Amendment, which shall take effect January 1, 2025.

BENTON COUNTY CORRECTIONS



Robert Guerrero, Chief of Corrections

ADAMS COUNTY SHERIFF'S OFFICE

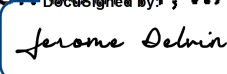


Dale J. Wagner, Sheriff

Date: 10/1/2024

Date: 9-17-24

BENTON COUNTY, WASHINGTON



Jerome Delvin, Chairman
Benton County Commissioner

ADAMS COUNTY, WASHINGTON



Dan C. Blankenship
Adams County Commissioner

Approved as to Form:



Jeff Aultman, Civil DPA

Approved as to Form:



Legal

WSKA #29302



Commissioners' Agenda Action Sheet

Meeting Date: October 1, 2024
Subject: First Contract Amendment with Adams County for Jail Bed Space
Presenter: N/A
Prepared By: Lisa Small, Procurement/Contract Coordinator
Reviewed By: Jeff Aultman; Chief Guerrero; Procurement
PA Review: **Approved:** Yes **Denied:** No **N/A:** No
(If denied, include reasoning)

Type of Agenda Item: Consent Agenda

Summary / Background Information

Per Resolution 2022-823, the Board of County Commissioners approved the Agreement between Benton County and Adams County for jail bed space at the Benton County Jail with a term expiring December 31, 2024.

The attached First Amendment is necessary as both parties wish to amend Section 5 – Compensation from Contract Agency, Section 6 – Medical Cost and Treatment, and Section 23 – Duration, while maintaining the rest of the Agreement in full force and effect, all as further outlined in the attached First Amendment.

Fiscal Impact

Per Diem Rate: \$126.79/per each inmate for every 24-hour period, or portion thereof, that said inmate is in the custody of the Benton County Jail for the period of January 1, 2025, through December 31, 2025. The per diem rate will increase to \$133.13 for the period of January 1, 2026, through December 31, 2026.

Pharmaceutical Cost: \$29.95/per each inmate for every 24-hour period, or portion thereof, that said inmate is in the custody of the Benton County Jail for the period of January 1, 2025, through December 31, 2025. Pharmaceutical costs will increase to \$31.45 for the period from January 1, 2026, through December 31, 2026.

Specialty rates are further outlined in the attached First Amendment.

Recommendation

Approve as part of the Consent Agenda.

Suggested Motion

I hereby move to approve the First Amendment to the Agreement between Benton County and Adams County for jail bed space at the Benton County Jail and authorize the Chairman or Chairman Pro-Tem to sign said amendment.

Signatures Required on Agreements/Contracts

Resolution
First Amendment - pg 5