



BOARD OF YAKIMA COUNTY COMMISSIONERS

Agenda Request Form (ARF)

Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.

Prepared by: Jeremy Welch

Department: YCDOC

Requested Agenda Date: 31 12-31-24

Presenting: Jeremy Welch, Director

Board of County Commissioners Record Assigned

BOCC Agreement

465-2024

Yakima County, WA

Action Requested – Check Applicable Box:

PASS RESOLUTION

PASS ORDINANCE

ISSUE PROCLAMATION

EXECUTE or AMEND AGREEMENT, CONTRACT, or GRANT

OTHER _____

Document Title:

2024 First Amendment to the agreement for inmate health care services - Wellpath

Background Information:

YCDOC has contracted with Wellpath in the past by providing inmate health care services. We have agreed to extending the agreement another year.

Describe Fiscal Impact:


\$3,789,632.00 annually, this is an increase of \$844,345.00 annually.

Summary & Recommendation:

Recommend full execution of this agreement.



 Department Head/Elected Official Signature



 Corporate Counsel Initial (for Agreements Only)

**FIRST AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE
SERVICES AT YAKIMA COUNTY, WASHINGTON
(Effective October 1, 2024)**

This First Amendment, effective October 1, 2024 (this “Amendment”), to the Agreement for Inmate Health Care Services, dated October 1, 2023 (the “Agreement”) is by and between the Board of County Commissioners for Yakima County, Washington (hereinafter, the “County”), and Wellpath LLC (hereinafter, “Wellpath”), a Delaware Limited Liability Company.

WHEREAS, the Parties agree to increase compensation for each year pursuant to Section 9.0.1; 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-1, Effective October 1, 2024 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 for Year Two is \$3,789,632.00, for a period of 12 months, payable in equal monthly installments. Each monthly installment shall equal \$315,802.67, 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.
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 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:

DocuSigned by:
Cindy Watson
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Name: Cindy Watson

Title: Chief Operating Officer

EXHIBIT A-1 – STAFFING MATRIX

Yakima County, WA									
Title	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Days									
Health Services Administrator	8	8	8	8	8			40	1.00
Site Medical Director			8					8	0.20
Mid-Level (PA/ARNP)	10	10	10	5	5			40	1.00
DON - Registered Nurse	8	8	8	8	8			40	1.00
Registered Nurse (Booking)	12	12	12	12	12	12	12	84	2.10
Licensed Practical Nurse	24	24	24	24	30	24	24	174	4.35
EMT/CMA	8	8	8	8	8			40	1.00
Administrative Assistant	8	8	8	8	8			40	1.00
TOTAL HOURS/FTE-Day								466	11.65
Nights									
Registered Nurse	12	12	12	12	12	12	12	84	2.10
Licensed Practical Nurse	12	12	12	12	12	12	12	84	2.10
TOTAL HOURS/FTE-Nights								168	4.20
TOTAL								634	15.85

BOARD OF YAKIMA COUNTY COMMISSIONERS AGREEMENT

Agreement Number

BOCC Agreement

465-2024

Yakima County, WA

BOARD OF COUNTY COMMISSIONERS

Amanda McKinney

Amanda McKinney, Chair

Kyle Curtis

Kyle Curtis, Commissioner

EXCUSED

LaDon Linde, Commissioner

DATED: DEC 31 2024

Attest:

[Signature]

Julie Lawrence, Clerk of the Board or
Erin Franklin, Deputy Clerk of the Board



Approved as to Form:

Stefanie Weigand

Deputy Prosecuting Attorney