

## PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made and entered into as of the date of the last signature below ("Effective Date") by and between Ivy Medical, PLLC dba Aspen Medical ("Aspen") and Walla Walla County ("Client"). Notwithstanding the Effective Date, the Parties agree that the commencement of Services ("Commencement Date") shall occur on a mutually agreed-upon date following the completion of necessary licensing and operational onboarding steps. The Parties may begin preparatory and administrative activities prior to the Commencement Date.

### BACKGROUND

1. Client operates a corrections facility located at 300 West Alder Street, Walla Walla, WA 99362 ("the Facility"). Client is in need of qualified healthcare professionals to render certain healthcare services to persons lawfully detained in Client's facilities or in Client's custody ("Detainees").
2. Aspen is a healthcare company that renders healthcare and administrative services through its members, employees and/or contractors ("Aspen Personnel" or "Personnel").
3. Aspen agrees to provide healthcare services, as more fully described on Attachment 1 attached hereto, to Detainee's pursuant to the terms of this Agreement.

### AGREEMENT

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

#### 1. ASPEN RESPONSIBILITIES.

**1.1 Commencement of Services.** The Parties agree that the commencement of Services under this Agreement ("Commencement Date") shall occur on a mutually agreed-upon date following the completion of all required licensing and operational onboarding steps necessary to provide the Services at the Facility. The Parties may begin preparatory and administrative activities, including coordination, training, and scheduling, at any time following the Effective Date and prior to the Commencement Date. The Commencement Date shall be confirmed in writing (including via email) by mutual agreement.

**1.2 Services.** During the term of this Agreement, Aspen shall provide the services identified in Attachment 1 (collectively "Services") through qualified Personnel.

**1.3 Qualifications.** All Personnel utilized by Aspen to provide Services pursuant to this Agreement shall at all times maintain a valid and unrestricted license or authority to perform the Services assigned to them in the state in which the Facility is located ("Relevant State").

**1.4 Records.** Aspen shall create records relating to the Services in such form and format as reasonably necessary to provide and document the Services and shall maintain the records for at least eight (8) years or such longer time as agreed by the parties in writing or required by law. Client shall have access to records created by Aspen relating to the Services. This section shall survive termination of the Agreement. Upon termination of this Agreement, Detainee medical records shall be transferred to the Client.

**1.5 Performance Standards.** In performing Services under this Agreement, Aspen shall comply with the following standards ("Performance Standards"):

(a) Adhere to applicable federal, state, and local laws and regulations and Client policies relevant to the Services to the extent consistent with applicable laws and professional standards and made known to Aspen Personnel.

(b) Provide Services in a professional, respectful manner and in a manner that promotes respect, cooperation and teamwork among other health care professionals, Client personnel, and community members.

(c) Respond to Detainee and referring practitioner needs and concerns regarding Detainee diagnosis and treatment as expeditiously as reasonably possible.

(d) Confer with, report to, and participate in meetings with Client as reasonably necessary to ensure safe and effective provision of Services subject to the requirements and limitations of applicable law.

(e) Cooperate with and participate in Client's quality assurance, risk management and similar activities as reasonably requested by Client.

(f) Adhere to such other performance standards relevant to the Services as mutually agreed by the parties.

**1.6 Practice of Medicine.** This Agreement shall not be interpreted to dictate or interfere with the professional judgment of any Aspen Personnel in the performance of their professional duties or, as applicable, their practice of medicine. Licensed Aspen Personnel shall at all times exercise their own professional judgment in the performance of their duties.

**1.7 Telehealth Resources.** Except for the specific items identified in Section 2.5 below, Aspen shall, at its own expense, provide and maintain equipment and connectivity necessary to enable Aspen Personnel to connect with Client personnel or Detainees in the Facility.

**1.8 Professional Relationships.** The parties understand and agree that the professional relationship with and duties, if any, of Aspen Personnel to any Detainee are limited to the Services rendered during an encounter in which Services are provided at Client's request pursuant to this Agreement. Nothing in this Agreement or otherwise shall establish an ongoing provider-patient relationship or require any Aspen Personnel to continue to treat a Detainee if not requested by Client, if outside the scope of this Agreement, after the Detainee is released, and/or after this Agreement is terminated.

## **2. CLIENT RESPONSIBILITIES.**

**2.1 Aspen Training.** Client shall require its personnel to participate in and complete periodic training provided by Aspen to ensure Client personnel are able to use the telehealth equipment provided by Aspen and effectively support Services provided hereunder.

**2.2 Client Policies.** Client shall educate Aspen of any Client policies or procedures relevant to the Services.

**2.3 Detainees and Detainee Information.** The parties shall coordinate between them, in good faith, responsibilities associated with the following: distributing questionnaires to determine which Detainees require Aspen's Services; and for providing information concerning the Detainee reasonably necessary for Services to be effectively provided, including but not limited to providing information concerning the Detainee's medical history and symptoms as requested by Aspen or otherwise.

**2.4 Consent and Notices.** Client shall be responsible for obtaining and documenting consents and/or authorizations from the Detainee or the Detainee's personal representative as necessary to allow performance of Services, including but not limited to informed consent for examination and

treatment and/or authorization for disclosure of information in such form as the parties shall agree. If Client believes that such consent or authorization is not required, Client shall be responsible for notifying Aspen of the reason such consent or authorization is not required and maintaining such documentation as necessary to confirm same. Client shall provide to the Detainee such notices or other information required by applicable law in such form as approved by Aspen, including but not limited to information or directions relevant to treatment and/or a Joint Notice of Privacy Practices as required by HIPAA.

## **2.5 Telehealth Resources.**

(a) Client shall use telehealth equipment provided by Aspen solely for purposes of enabling the Services required by this Agreement. Client shall ensure that its assigned personnel use and maintain the equipment consistent with manufacturer instructions and Aspen directions. Aspen shall retain ownership of the equipment. Upon termination of this Agreement, Client shall return the equipment to Aspen in good condition, normal wear and tear excepted.

(b) Client shall, at its own cost and expense, establish and maintain high speed internet and connectivity with Aspen's telehealth platform as necessary to ensure effective Services, including video capability and troubleshooting connectivity problems. Client shall be responsible for managing firewalls and other technology so as to enable the equipment to communicate with Aspen's telehealth platform.

**2.6 Clinic Logistics.** Client shall facilitate the Services by ensuring Detainees are transported to and from telehealth stations or appropriate clinical sites promptly according to the clinic schedule established by Aspen.

**2.7 Support Services.** Client shall, at its own cost and expense, provide or arrange for appropriate space, equipment, supplies and support personnel necessary for Aspen to render the Services, and for such other items or services necessary for the effective care of Detainees collateral to the Services rendered by Aspen. Where Aspen is not providing In-Person Nursing Services (as defined in Attachment 1), Client shall be solely responsible for providing medical supplies, pharmaceuticals, , diagnostic tests, pathology and radiology services, disposal of medical waste, etc. In addition to other appropriate support services, Client shall provide appropriate personnel to schedule Detainees, obtain and document consent, provide Service-related information to the Detainee, etc. In addition, if and to the extent required for effective care, Client shall provide and supervise appropriate correctional personnel to assist Detainees at Client's location where the Services are rendered, including but not limited to personnel who will monitor, administer, and document medications and/or other treatment prescribed or ordered by Aspen Personnel or other providers.

**2.8 Compliance with Orders.** If and to the extent that Aspen Personnel order such care or Services, Client shall provide items or Services consistent with such orders or directions and shall immediately communicate or follow up with the Aspen as necessary to facilitate appropriate Detainee care.

**2.9 Emergency and Specialty Care.** Client understands and acknowledges that Aspen's Services are not intended to address emergent or life-threatening conditions, or conditions requiring specialized medical care. Client shall immediately provide and/or transport Detainees to hospitals or other providers who may render emergent care, and otherwise arrange for any required specialized or in-person interventions as appropriate.

**2.10 Records.** Client shall provide Aspen with accurate daily inmate counts at a specified time each day to determine the monthly Average Daily Population ("ADP"). In addition, Client and its personnel shall document their actions taken in connection with the provision of Services to Detainees, including but not limited to actions taken at the direction or upon the order of Aspen Personnel and shall maintain such records for eight (8) years or such longer time as agreed by the parties or required by law. Upon request and to the extent allowed by applicable law, Client shall make all records relating to the Services or care rendered to Detainees available to Aspen and/or Aspen Personnel upon request. This Section shall survive termination of the Agreement.



### **3. CONTACT PERSONS AND COOPERATION.**

**3.1 Contact Persons.** Both Client and Aspen shall each identify a contact person who shall serve as the primary point of contact and communication between the parties to coordinate Services and address concerns that may arise under the Agreement. The parties shall work together in good faith to facilitate the efficient, effective provision of Services, including meeting as often as reasonably required or requested so as to facilitate such Services.

**3.2 Escalation Process and Joint Problem-Solving Framework.** Aspen has a structured escalation process for addressing concerns or disputes that may arise during the performance of this Agreement. This process provides a clear pathway for resolving issues efficiently and ensures that challenges are addressed at the appropriate levels of both organizations. Concerns subject to escalation may include, but are not limited to, personnel performance, medical decisions, security protocols, or scheduling conflicts. The escalation process begins with the individuals directly involved in the concern and progresses through successive levels of management within both organizations as necessary. Aspen will outline the steps of the escalation process, which include opportunities for verbal discussions, written notifications, fact-finding meetings, and other measures designed to resolve issues collaboratively. The final step in the process involves review and resolution by Aspen's and the Client's contact persons. Aspen emphasizes the importance of utilizing this process to resolve issues promptly and minimize disruptions. Issues that are not resolved through the informal process may be addressed through the formal dispute resolution process set forth in Section 12.

### **4. COMPENSATION.**

**4.1 Billing and Collection.** Aspen and Aspen Personnel hereby assign to Client the right to bill, collect from, and retain fees received from Detainees and third-party payers for professional Services rendered to Detainees pursuant to this Agreement.

**4.2 Fee.** In exchange for the Services, Client shall pay to Aspen the amounts set forth in Attachment 2 ("Fee"). Client shall be responsible for paying the Fee whether or not Client is able to bill or collect payment from Detainees or third-party payers for the Services. The Fee shall be subject to an automatic five percent (5%) increase on the first anniversary of the Commencement Date and every one-year anniversary thereafter.

**4.3 Invoice for Services.** Unless otherwise agreed by the parties, Aspen shall invoice Client for the Services on a monthly basis, beginning on the Commencement Date. Client shall pay the invoice in full within thirty (30) days of the date of the invoice. In the event Client disputes the Fees, Client shall notify Aspen within 30 days of receipt of an invoice. Any undisputed invoice not paid in full when due shall incur interest at the rate of one and one-half percent (1.5%) per month until paid in full.

### **5. INSURANCE.**

**5.1 By Aspen.** During the term of this Agreement, Aspen shall at all times maintain professional liability insurance providing coverage for Aspen and Aspen Personnel performing Services under this Agreement, or ensure that such insurance is maintained, with limits of not less than \$1,000,000 per occurrence or \$2,000,000 in the aggregate. In addition, Aspen shall maintain workers compensation insurance covering Aspen Personnel while performing Services pursuant to this Agreement. Aspen shall provide proof of such insurance to Client at the time of commencement and annually thereafter. Aspen must notify Client in the event of any coverages changes.

Except as prohibited by law, both parties waive all rights of subrogation against the other party for recovery of damages to the extent they are covered by any applicable workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance. If Aspen, its subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and Client incurs fines or is required by law to provide benefits to or obtain coverage for such employees,



Aspen shall indemnify the Client for all fines, payment of benefits to Aspen or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Such indemnity shall be reduced to the extent any amounts are caused by acts or omission of Client or any third party, and shall not include consequential, indirect, special, exemplary, or punitive damages.

**5.2 By Client.** Unless such requirement is otherwise waived by Aspen in writing, Client shall at all times maintain professional or other liability insurance providing coverage for Client and its employees or agents rendering any services related to this Agreement, including but not limited to coverage for clinical support staff used by Client to assist in the care of Detainees. Such insurance shall have limits of not less than \$1,000,000 per occurrence or \$2,000,000 in the aggregate, or such other amounts as approved by Aspen in writing. In addition, unless such requirement is otherwise waived by Aspen in writing, Client shall maintain general liability insurance covering any location where a Detainee receives care in limits of not less than \$1,000,000 per occurrence or \$2,000,000 in the aggregate or such other amounts as approved by Aspen in writing. Upon request, Client shall provide proof of such insurance to Aspen. The Parties acknowledge that the Client is a jointly self-insured member of the Washington Counties Risk Pool (WCRP) and such membership satisfies this insurance requirement. Client shall give notice to Aspen in the event its membership in the WCRP is terminated.

**5.3 Federal Tort Claims Act and Similar State Laws.** If and to the extent that Client is subject to and protected by the Federal Tort Claims Act ("FTCA") or any similar state law, including the liability protections afforded by the FTCA or similar state law, the parties affirm and intend that Aspen and Aspen Personnel are rendering Services to Detainees on behalf of Client and shall be entitled to the liability protections afforded under such laws to the maximum extent allowed by law. Client shall take any steps reasonably requested by Aspen to facilitate Aspen's ability to obtain and maintain the liability protections provided by the FTCA and/or similar state laws.

## **6. TERM AND TERMINATION.**

**6.1 Term.** This Agreement shall commence on the Effective Date and continue unless earlier terminated as provided below. The Services to be provided under this Agreement shall commence on the Commencement Date, which shall be a mutually agreed-upon date following completion of necessary licensing and onboarding requirements. The initial term of the Agreement ("Term") shall be for a period of three (3) years beginning on the Commencement Date. After the conclusion of the initial three-year term, this Agreement shall automatically renew for successive one-year periods unless either party provides written notice of non-renewal at least ninety (90) days prior to the end of the operative Term.

**6.2 Termination With Cause.** Either party may terminate this Agreement for cause due to a material breach of the Agreement by the other party. In such cases, the non-breaching party shall give thirty (30) days prior written notice of intent to terminate due to a material breach. The breaching party shall have the opportunity to cure the breach during the 30-day notice period. If the breaching party fails to cure the breach within the 30-day time period, the non-breaching party may terminate the Agreement at the end of the 30-day time period.

**6.3 Immediate Termination for Cause.** Either party may terminate this Agreement upon notice to the other party for cause upon occurrence of the following:

- (a) The other party fails to maintain the insurance required by this Agreement.
- (b) Client fails to pay the Fees and other compensation due within thirty (30) days of the due date as specified in Section 4.3, unless the Client notifies Aspen of a good faith dispute regarding the fees.
- (c) Aspen is unable to identify or provide a sufficient number of qualified persons to render the Services required by this Agreement.

(d) Either party determines that performance of this Agreement causes the party to be in violation of any law or regulation or exposes the party to adverse action by any government agency.

(e) Either party determines that the other has engaged in unethical, fraudulent, illegal, or unsafe conduct that poses a serious and material risk of injury or damage to the party, Detainees or any other person or entity.

**6.4 Early Termination.** Except as otherwise provided in Sections 6.1, 6.2 or 6.3, if Client terminates this Agreement prior to the end of the initial 3-year Term, Client shall pay to Aspen liquidated damages in the amount of Fifteen Thousand Dollars (\$15,000). This Section shall not apply if (i) Client provides the prior notice and the Agreement terminates at the end of the 3-year Term as provided in Section 6.1, or (ii) Client terminates for cause subject to the requirements in Section 6.2 or 6.3.

**6.5 Obligations Upon Termination.** Upon notice of and/or termination of the Agreement:

(a) Client shall return all property belonging to Aspen, including but not limited to all equipment, supplies, documents, records (whether in digital or hard copy format), etc.

(b) Client shall cooperate with Aspen to facilitate the transfer of care of any Detainees to other healthcare providers as determined necessary by Aspen; provided, however, nothing in this Section shall be interpreted to impose upon Aspen a continuing obligation to render care to Detainees following termination of this Agreement.

(c) Following termination of this Agreement, both parties shall take reasonable steps to cooperate with each other if requested by the other party in responding to an investigation, inquiry, claim or action arising out of or related to this Agreement or Services rendered under this Agreement. This Section shall survive termination of this Agreement.

**7. COMPLIANCE.** The parties agree that, in performing Services, Aspen is acting as a treating provider and/or the parties are acting as members of an organized healthcare arrangement within the meaning of the HIPAA privacy and security rules and, accordingly, no business associate agreement is required between them. To the extent Client is a "Part 2 Program" for purposes of 42 C.F.R. Part 2, Aspen acknowledges and agrees that in receiving, storing, processing, or otherwise dealing with any records from Client that are subject to 42 C.F.R. Part 2, Aspen is fully bound by such regulations, to the extent applicable, and Aspen shall, if necessary, resist in judicial proceedings any efforts to obtain access to patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by 42 C.F.R. Part 2.

**8. CONFIDENTIALITY.** Client recognizes and acknowledges that certain information created, maintained, or disclosed by Aspen in the course of providing Services is confidential and/or proprietary and is protected by applicable law and regulations, including but not limited to confidential information concerning Detainees, Aspen Personnel, quality assurance or improvement activities, risk management activities, business methods or operations, finances, pricing strategies, business strategies, intellectual property, trade secrets, and similar confidential or propriety information. ("Confidential Information"). If and to the extent consistent with applicable law, Client shall not, during or after the term of the Agreement, use or disclose Aspen's Confidential Information without Aspen's written consent except (i) in the course of performing Client's duties under this Agreement; or (ii) if required by law to disclose such Confidential Information, provided that Client shall first notify Client of the required disclosure and give Client the opportunity to intervene and preserve the confidentiality of Confidential Information.

**9. INDEPENDENT CONTRACTORS.** In performing Services under this Agreement, Aspen is acting as an independent contractor to Client. The parties are not partners, joint venturers, or agents of the other. Neither party shall be liable for the acts or omissions of the other party or the other party's employees or agents.

**10. NON-SOLICITATION AND INTERFERENCE.** During the term of this Agreement and for one year thereafter, neither Client nor any person affiliated with Client shall attempt to solicit or otherwise induce any Aspen Personnel, employee, or contractor to terminate his, her or its relationship with Aspen or otherwise interfere with Aspen's relationship to such Aspen Personnel, employee, or contractor except as authorized by Aspen.

**11. NOTICE.** All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon delivery if delivered to the addressee in person, by e-mail with confirmation of receipt, or by fax with confirmation of receipt; effective three (3) business days after mailing if mailed with postage prepared; or effective the next business day if delivered by overnight courier with charges prepaid, as follows:

If to Aspen:

Ivy Medical, PLLC dba Aspen Medical  
Attn: Chief Executive Officer  
2150 King Street  
Salt Lake City, UT 84109  
daylen@ivycm.com

If to Client:

Walla Walla County Jail  
Attn: Jail Commander  
300 W. Alder St.  
Walla Walla, WA 99362  
sbarker@wwcowa.gov

or to such other address as either party shall have designated for notices to be given in accordance with this Section. Notwithstanding the foregoing, actual receipt shall constitute effective notice as of the date received by the intended recipient.

**12. DISPUTE RESOLUTION.** In the event of a dispute, the parties shall attempt to resolve the matter between them through the informal process set forth in Section 3.2, above. If the parties are not able to resolve the matter, the parties shall submit the matter to mediation by a qualified mediator approved by both parties. Both parties shall participate in good faith in the mediation, which mediation shall take place within thirty (30) days after demand for mediation by either party. The parties shall share equally the cost of the mediator. If the parties are unable to resolve the matter through mediation, either party may pursue litigation. In any litigation, the prevailing party shall be entitled to recover their costs of enforcement, including reasonable attorneys' fees.

**13. GOVERNING LAW, VENUE, AND ATTORNEYS' FEES.** This Agreement shall be governed by and construed and enforced in accordance with Washington law. Any action arising from this Agreement shall be brought in a Washington state court with jurisdiction over Walla Walla County, Washington, or in the federal District Court of Washington. The parties expressly waive the right to bring any legal action or claims in any other courts. The parties consent to venue of such action in Walla Walla County, Washington or a federal District Court for the same. The prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

**14. MUTUAL INDEMNIFICATION.** To the extent allowed by applicable law, Client shall defend, indemnify, and hold harmless Aspen and Aspen Personnel from and against any claims, demands, liability, costs or losses to persons or property to which Aspen may be subjected by reason of any act or omission on the part of Client or its officers, directors, employees, agents, or representatives in connection with the performance of the Services required by this Agreement.

**14.1** Walla Walla County (which term includes said county's respective officials, officers, employees, and agents) agrees to indemnify, defend, and hold harmless Aspen from any and all claims, demands, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from any actions, errors or omissions of Walla Walla County that result in injury or harm to



pretrial detainees or any other prisoners or inmates housed at any Walla Walla County jail or detention facility who is also receiving or entitled to receive medical services from Aspen, except where such actions, errors or omissions are caused by the sole negligence, sole fault or intentional and willful misconduct of Aspen.

**14.2** Aspen (which term includes said medical provider's respective officials, officers, employees, and agents) agrees to indemnify, defend, and hold harmless Walla Walla County from any and all claims, demands, liabilities, damages, and expenses (including reasonable attorneys' fees and costs) arising out of or resulting from 1) any errors, omissions, or negligence by Aspen in the provision of medical services to pretrial detainees or any other prisoners or inmates housed at any Walla Walla County jail or detention facility, and 2) any failure by Aspen to comply with applicable medical standards, laws (both state or federal, including constitutional claims sounding in either), or regulations, except where such actions, errors or omissions are caused by the sole negligence, sole fault or intentional and willful misconduct of Walla Walla County.

**14.3** As thus presented, both Walla Walla County and Aspen agree to share in defense and indemnification responsibilities when a claim arises from the concurrent fault or negligence of both Walla Walla County and Aspen. For the purposes of triggering the mutual duty to defend, even the possibility of concurrent fault or negligence will suffice. In the event of any concurrent act or omission of the parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each Party's comparative liability. This mutual duty of indemnification shall survive the termination or expiration of this agreement, and shall be limited only by applicable statutory time bars under Washington law, such as applicable statutes of limitations or repose.

**15. WAIVER.** Any waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision and shall not be effective at all unless in writing. A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver by either party and such waiving party shall be free to reinstate any such term or condition, with or without notice to the other party.

**16. NO THIRD-PARTY BENEFICIARIES.** No provision of this Agreement is intended to benefit any person or entity who is not a party to this Agreement, nor shall any person or entity not a party to this Agreement have any right to seek to enforce or recover any right or remedy with respect to this Agreement, including but not limited to any Detainee.

**17. CONSTRUCTION.** The parties acknowledge and agree that they have both participated in the negotiation and drafting of this Agreement and have been represented by counsel of their own choosing or have declined to obtain counsel. This Agreement shall not be construed against one party more strictly than another.

**18. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes and replaces any prior Agreement between the parties, whether written or oral, as of the Effective Date.

**19. AMENDMENTS.** This Agreement may be amended only by written agreement signed by the parties.

**20. SEVERABILITY.** If a court of competent jurisdiction determines that any provision in this Agreement is invalid, the remaining provisions shall continue in full force and effect and this Agreement shall continue to be binding to the maximum extent possible to carry out the intent of this Agreement.

**21. FORCE MAJEURE.** Neither party shall be liable or be deemed in default of this Agreement for any delay or failure to perform caused by Acts of God, national emergencies, epidemics, war, natural disasters, strikes, internet interruptions or failures, or any similar cause beyond the control of either party.

22. **SURVIVAL.** The provisions of this Agreement that are intended to survive the termination of this Agreement or that must survive to give meaning to the provision or Agreement shall survive the termination of the Agreement, including but not limited to Sections 1.3, 1.7, 2.10, 4.3, 5.3, 6.4, 6.5, 8, and 10-25.

23. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of each party and their respective successors and assigns. The parties may each assign this Agreement to any entity that acquires substantially all the assets of the assigning party or otherwise. The parties shall cooperate in good faith to maintain and accomplish the intent of this Agreement in the event of any assignment.

24. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original as against any party whose signature appears on the counterpart. This Agreement shall become binding when one or more counterparts, individually or taken together, bear the authorized signatures of all the parties.

25. **AUTHORITY OF PARTIES.** The persons signing below represent and warrant that they are authorized to execute this Agreement on behalf of their respective party, and thereby bind the party to this Agreement.

IVY MEDICAL, PLLC, DBA ASPEN:

DAYLEN STOUTEN


Name

CEO

Title

12-17-2025

Date



Signature

CLIENT:

Gunnor Fulmer

Name

County Commissioner, Chair

Title

12-17-2025

Date



Signature

## ATTACHMENT 1:

### SERVICES

During the term of this Agreement, Aspen shall provide the following services (collectively "Services") to or on behalf of Client to Client's Detainees through Aspen Personnel:

**1. MEDICAL DIRECTOR SERVICES.** Aspen shall designate a physician who will serve as the Medical Director for Aspen's Services. The Medical Director shall have overall responsibility for directing the Services rendered by Aspen.

**2. SCHEDULED TELEHEALTH CLINICS.** Aspen shall provide the following telehealth services as according to a regular weekly schedule as mutually agreed by the parties. Client understands and agrees that Aspen only provides certain primary care telehealth Services, which Services may include meeting virtually with and evaluating Detainees; diagnosing conditions and developing treatment plans; prescribing medications, treatment or other care; referring Detainees to, consulting with, and/or coordinating care with other appropriate healthcare professionals; documenting care rendered; etc.

**2.1 Detainee Care Clinics.** Aspen shall conduct a telehealth Detainee Care Clinic five (5) days per week, Monday through Friday during normal business hours on days when Supplemental In-Person Nursing Services are not being provided at the Facility. These Clinics will be staffed by one or more Aspen professionals (e.g., a nurse, medical assistant, emergency medical technician ("EMT"), paramedic, or other medically trained person) qualified to provide limited non-emergent "sick-call" services under the general supervision or direction of the Medical Director. These Clinics will address general healthcare, chronic condition management, and other non-emergency medical concerns that do not require a physician, physician assistant or nurse practitioner.

**2.2 Provider Clinics.** Aspen shall conduct telehealth Provider Clinics one (1) day per week during normal business hours. These Clinics will be staffed by a licensed physician, physician assistant, or nurse practitioner. These clinics will address Detainee evaluation, diagnosis, treatment plans and orders, and medication management for Detainees, and other conditions or situations requiring evaluation and management by a physician, physician assistant or nurse practitioner.

**2.3 Behavioral Health Clinics.** Aspen shall conduct telehealth Behavioral Health Clinics one (1) day per week during normal business hours. These Clinics will be staffed by a masters degree licensed mental health professional, and will provide mental health assessments, counseling, and support for Detainees with mental health needs. Aspen medical providers will be responsible for prescribing mental health medications supported by the evaluations performed by the mental health staff.

**2.4 Suicide Evaluation.** Aspen shall conduct suicide evaluations of Detainees within twenty-four (24) hours of a request by Client. Such evaluations may be conducted by Aspen's medical provider or mental health professional as determined appropriate by Aspen.

**2.5 Schedule Modifications.** Notwithstanding the foregoing, Aspen reserves the right to establish and modify Clinic schedules to accommodate Detainee needs, Client operations, the availability of Aspen Personnel, holidays, and any unforeseen circumstances so long as doing so does not adversely affect Aspen's ability to provide the essential Services contemplated by this Agreement.

### **3. SUPPLEMENTAL IN-PERSON NURSING SERVICES.**

**3.1 Scope and Purpose.** In addition to the telehealth Services described in Section 2 above, Aspen shall provide Supplemental In-Person Nursing Services ("In-Person Nursing Services") at the Facility in accordance with Section 3.2 below. These Services are intended to supplement—rather than replace—the telehealth-first care model under the Agreement. The In-Person Nursing Services shall be scheduled and delivered in a manner consistent with Aspen's staffing resources, operational needs,



and applicable professional standards. The parties will work in good faith to schedule In-Person Nursing Services at the same time as scheduling for those Services in Section 2 to avoid conflicting service days.

**3.2 In-Person Nursing Services.** The parties acknowledge and agree that Aspen shall provide In-Person Nursing Services twenty-five (25) hours per week, on average. Any In-Person Nursing Services shall be subject to approval by Aspen in its sole discretion. The onsite nurse may be a licensed practical nurse ("LPN") or registered nurse ("RN"). Client acknowledges and agrees that:

(a) Aspen is not committing to provide In-Person Nursing Services every weekday, every week, or on any specific guaranteed schedule;

(b) Temporary gaps in delivery of In-Person Nursing Services may occur by virtue of Aspen's staffing resources, operation needs, and applicable professional standards; and

(c) During periods when an In-Person Nursing Services are not being provided and are not scheduled, all Services shall be delivered via telehealth in accordance with Attachment 1, Section 2.1.

Aspen shall make reasonable, good-faith efforts to minimize extended gaps in delivery of In-Person Nursing Services. Aspen does not guarantee redundancy in nursing coverage and shall not be in breach of this Agreement due to temporary absences, turnover, illness or other unavoidable gaps in the provision of In-Office Nursing Services; provided, Aspen continues to deliver telehealth Services as required under this Agreement.

**4. 24/7 ON CALL SERVICES.** In addition to scheduled Services, Aspen shall provide 24-hour on-call access to Aspen professionals (e.g., nurse, medical assistant, EMT, paramedic, or other medically trained person qualified to provide limited telehealth services under the general supervision or direction of the Medical Director) for medical concerns that cannot wait until the next scheduled telehealth Clinic. If the situation requires involvement of an Aspen practitioner (e.g., a physician, physician assistant or nurse practitioner), the Aspen professional will contact the Aspen practitioner to respond to the concerns. If contacted, Aspen Personnel shall make a good faith effort to respond within thirty (30) minutes of the call; however, Client understands and acknowledges that the response may be delayed if, e.g., the Aspen Personnel is responding to other calls.

## **5. SUBSTANCE USE DISORDER (SUD) TREATMENT**

**5.1 Purpose.** Aspen shall provide certain clinical services to support Client's compliance with Washington State's Medicaid Transformation Project and related 1115 Waiver requirements for the provision of substance use disorder ("SUD") treatment within correctional settings.

**5.2 Clinical Screening Tool and Eligibility Review.** Aspen shall:

(a) design and implement an evidence-based clinical screening tool to assess Detainees for SUD program eligibility;

(b) review screening results and relevant clinical context; and

(c) determine medical eligibility for pharmacologic treatment.

**5.3 Medical Treatment and Monitoring.** When clinically appropriate and within applicable professional standards, Aspen providers shall:

(a) initiate pharmacologic treatment;

(b) monitor patients throughout incarceration via telehealth encounters;

- (c) provide patient education regarding treatment and recovery; and
- (d) issue a prescription to a designated pharmacy to support continuity of care upon release.

**5.4 Staff Training and Support.** Aspen shall train designated Client personnel regarding:

- (a) proper handling and passing of SUD medications;
- (b) medication storage, security, and safety protocols; and
- (c) procedures for releasing medications to Detainees upon discharge.

Aspen shall remain available for reasonable consultation regarding clinical matters related to the SUD program.

**5.5 Responsibilities Not Assumed by Aspen.** Client acknowledges and agrees that Aspen is not responsible for the following, which remain solely the responsibility of Client or its designated subcontractors, partners, or public health agencies:

- (a) overall SUD program design, compliance with 1115 Waiver requirements, documentation, or reporting;
- (b) substance abuse counseling or therapy;
- (c) reentry case management or community linkage coordination;
- (d) waiver-related data, outcomes tracking, or reporting;
- (e) comprehensive SUD assessments beyond the initial clinical screening tool (to be performed by the county-designated Substance Use Disorder Professional);
- (f) recovery coaching, care planning, or educational interventions;
- (g) passing medications or documenting medication administration except as may be required under Section 3 above; and
- (h) any additional responsibilities not expressly assumed by Aspen in this Section.

**5.6 Telehealth as Primary Delivery Model.** Telehealth remains the primary mode of service delivery for SUD-related clinical encounters unless otherwise required by applicable law or clinical necessity.

**6. ADMINISTRATIVE SUPPORT SERVICES.**

**6.1 General.** Aspen shall provide administrative support Services to facilitate its Services, including scheduling outside medical appointments as needed, coordinating with external healthcare providers, faxing and requesting medical records, and performing other administrative tasks necessary to support telehealth Services rendered by Aspen Personnel. Aspen shall communicate with Client regarding high acuity patient lists on a weekly basis as agreed upon by the parties.

**6.2 Medication Distribution and Handling.** As part of the Services, Aspen shall provide the following:

- (a) Aspen shall provide training to Client's designated personnel on (1) how to perform and document procedures related to medication distribution and handling for Detainees (i.e., "MedPass")



(2) documentation requirements related thereto, (3) identification and management of attempted diversion, and (4) emergency medication and insulin use, storage, handling, and administration.

(b) forms and documentation required for medication intake, release, and disposal including specific forms.

**7. ELECTRONIC MEDICAL RECORDS.** Aspen shall, at its own expense, provide an electronic medical records system (EMR) for Aspen's use in rendering Services.

**7.1 Client Access.** To the extent allowed by applicable law and consistent with Aspen's license to use the EMR, Aspen will, at its own expense, provide an interface or other means as determined appropriate by Aspen to allow Client to access records as necessary for the purposes of coordinating or treating the Detainees, including the Medication Administration Record. Client's access to and use of the EMR shall be subject to Aspen's policies concerning appropriate access and use and applicable law. Aspen shall have the right to immediately terminate Client's access if Aspen determines that Client has violated terms and conditions associated with Client's access or applicable law or if Aspen determines that Client's acts or omissions concerning access exposes Aspen to liability or adverse action by any third party.

**7.2 Jail Management Software Interface.** Client shall, at client's own expense, create, provide and/or make available to Aspen an interface that allows Aspen's EMR or other system to access and coordinate with Client's jail management software as deemed reasonably necessary by Aspen to render Services.

**8. LIMITATION ON SERVICES.** Client understands and agrees that all such Services rendered by or on behalf of Aspen must be provided consistent with applicable law, appropriate professional standards, and the Detainee's informed consent, and that such law, professional standards, or Detainee's refusal of consent may limit the scope of care that may be rendered through telehealth or otherwise or disclosure of information related to the Services to Client. Client understands that the circumstances or applicable law may require that the Aspen Personnel decline to render care or disclose certain information and/or that the Aspen Personnel may refer the Detainee to or order in-person care by others, including but not to care by specialists.

**9. EXCLUDED SERVICES.** Client understands that Aspen's clinical Services are limited to the Services described above. Aspen does not provide and shall not be responsible for clinical or other services outside those specified above. By way of example and not limitation, Aspen is not responsible for the following items or services or costs associated with such items or services, which items or services are the sole responsibility of Client:

**9.1 Medications.** Except to the extent required to provide the In-Person Nursing Services, Aspen will not physically maintain, store, dispense, administer, or dispose of medications.

**9.2 Transportation Services.** Aspen shall not provide or coordinate ambulance services or any other transportation of Detainees for off-site medical or behavioral health care.

**9.3 Dental Services.** Aspen shall not provide dental care, including emergency, routine, or elective dental procedures.

**9.4 Vision Care.** Aspen shall not provide vision care, including eyeglasses, optometry services, and ophthalmology services.

**9.5 Off-site Mental Health Services.** Aspen shall not provide or arrange off-site Detainee mental health services or psychiatric hospitalizations.



**9.6 Medical Supplies and Equipment.** Aspen shall not provide medical supplies such as syringes, alcohol prep pads, bandages, or other consumables, nor will Aspen maintain, provide or service medical equipment owned by Client or provided to Detainees.

**9.7 Laboratory, Pathology and Radiology Services.** Aspen shall not provide laboratory, pathology, or radiology services, including but not limited to blood tests and imaging.

**9.8 Specialty and Elective Care.** Aspen shall not provide specialty medical care (including but not limited to obstetrics, gynecology, dermatology, oncology, or other specialized fields) or elective medical care (e.g., cosmetic or other non-essential procedures) as determined by Aspen's Medical Director in accordance with accepted medical standards.

**9.9 Physical Facilities, Janitorial, Medical Waste and OSHA Compliance.** Aspen shall not provide any services related to Client's physical facilities, including but not limited to housekeeping, dietary services, facility maintenance, sterilization, janitorial, or medical waste removal or disposal services. Client shall remain responsible for ensuring compliance with OSHA and all other applicable state and federal regulations regarding the provision of Services at the physical location.

## ATTACHMENT 2:

### FEES

As compensation for Services provided pursuant to the Agreement, Client shall pay to Aspen the following:

1. **ANNUAL BASE FEE.** Client shall pay to Aspen an Annual Base Fee in the amount of Twenty-Five Thousand Dollars (\$25,000) per year. The Annual Base Fee shall be due and payable in one lump sum upon the Commencement Date, and upon each one-year anniversary of the Effective Date thereafter. The Annual Base Fee is non-refundable and shall not be subject to reduction or proration.
2. **MONTHLY BASE FEE.** In addition to the Annual Base Fee, Client shall pay to Aspen a Monthly Base Fee in the amount of Two Thousand and Eighty-Three Dollars and Thirty-Three Cents (\$2,083.33) per calendar month on the beginning of the Commencement Date. The Monthly Base Fee shall be paid prospectively in advance of the first day of each calendar month in which Services are to be provided. The Monthly Base Fee shall be reduced on a pro-rata basis for any partial calendar month in which Services are provided. Over the course of a full year, the total Monthly Base Fee payments shall aggregate to Twenty Five Thousand Dollars (\$25,000), such that the combined Annual Base Fee and Monthly Base Fee total Fifty Thousand Dollars (\$50,000) per year.
3. **ADP FEE.** In addition to the Annual Base Fee and Monthly Base Fee Client shall pay to Aspen an additional amount equal to Eight Dollars (\$8) per inmate ("ADP Rate") multiplied by the number of days in the calendar month, beginning on the Commencement Date.
  - 3.1 **ADP.** The "Average Daily Population" or "ADP" shall mean the sum of the total number of inmates detained in the Facility calculated for each day during the relevant calendar month divided by the number of days in the relevant calendar month. For example, to calculate the ADP for January, Client shall (i) calculate the total the number of inmates detained for each day of the calendar month (e.g., the number of inmates on January 1 plus the number of inmates on January 2 plus the number inmates on January 3 and so forth for the entire calendar month) and (ii) divide that number by 31.
  - 3.2 **ADP Fee Example.** For example, if the number of inmates calculated for each day totaled 465 inmates, the ADP would be 15 (i.e.,  $465 / 31 = 15$ ). The ADP Fee for January would be \$3,720 (i.e.,  $15 \times \$8 \times 31 = \$3,720$ ).
  - 3.3 **Payment.** Client shall pay the ADP Fee by no later than the last day of the calendar month following the month in which the ADP Fee was calculated. Upon request, Client shall provide documentation reasonably requested by Aspen to verify the ADP Fee.
4. **SUPPLEMENTAL IN-PERSON NURSING FEE.** Client shall pay an annual flat fee of Two Hundred Thousand Dollars (\$200,000.00) for the Supplemental In-Person Nursing Services described in Attachment 1, Section 3. This fee shall be invoiced in equal monthly installments.
5. **SUD TREATMENT FEE.** Client shall pay an annual flat fee of Sixty-five Thousand Seven Hundred Dollars (\$65,700) for the SUD Treatment Services described in Attachment 1, Section 5 above. This fee shall be invoiced in equal monthly installments.
6. **INITIAL SUPPLIES & INVENTORY.** Client shall pay a one-time fee of \$5,000 for initial supplies and inventory provided by Aspen in order to furnish the Services described in Attachment 1, Section 2 above. This fee shall be due on the Commencement Date.
7. **IMPLEMENTATION FEE.** To accommodate expedited implementation and delivery of the Services described in the Agreement, Client shall pay a one-time fee of Twenty Thousand Dollars (\$20,000) upon execution of this Agreement to Aspen.

**8. REIMBURSEMENT.** If Aspen or Aspen Personnel incurs additional costs in providing Services (e.g., travel costs, etc.) at the request and approval of Client, Client shall reimburse Aspen for such costs. Aspen shall provide appropriate documentation to support the costs. The costs shall be added to the monthly invoice.

**9. OTHER.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**10. COSTS OF CARE.** Aspen shall be responsible only for providing the professional Services rendered by Aspen Personnel as referenced above. All other costs associated with a Detainee's care or provision of Services shall remain the responsibility of Client. In no event shall Aspen or any Aspen Personnel be responsible for costs associated with a Detainee's care, including but not limited to the cost of medications, supplies, durable medical or other equipment, emergency care, transportation, hospitalization, specialists, diagnostic tests, pathology and/or radiology services, long-term care, janitorial services, disposal of medical waste, etc. Client remains responsible for all such costs associated with Services and other care rendered to Detainees.

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