

# Cover Letter

July 9, 2025

Lewis County  
Chief Chris Sweet  
Lewis County Sheriff's Office  
345 W. Main St.  
Chehalis, WA 98532

Dear Chief Sweet:



Correctional Healthcare Partners, Inc. (CHP) appreciates the opportunity to provide Lewis County (the County) with an outline of the comprehensive range of services we offer, as well as, a draft Agreement for jail medical services.

CHP provides a full complement of services to fulfill the unique medical needs within correctional facilities. We deliver **high-quality medical services** to thousands of patients, using effective and efficient processes to deliver timely care. We are committed to finding solutions to challenges within difficult clinical environments, with the intention of positively transforming care. **As the West Coast's premier medical partner**, CHP has delivered meticulous care since 2018, in **adult and juvenile detention facilities**. **Our extensive knowledge of West Coast detention facilities** has allowed us to develop an innovative plan which focuses on:



- Clinical efficiencies to help **reduce offsite expenses**
- Impeccable **community partnerships** with active vendors
- Expansion of clinical services to multidisciplinary rounds, evening, and triage coverage
- Creating a total care environment to **reduce liabilities**
- Adding extensive on-site management at every facility

CHP manages contracts collaboratively. **We pride ourselves on being available 24/7, in the dedicated, personalized way that only a local, hands-on company can.** We are a company that cares about outcomes, and that consistently strives for excellence.

## The CHP Difference:

-  **Offering Distinction.** We maintain the **highest caliber of operations, which includes an unparalleled level of oversight and staffing.** Additionally, we **consult frequently** with County leadership and with other contractors to make sure all needs and goals are being delivered. If there is a problem, we make it our mission to find a solution and resolve it immediately. Our work is **conscientious and impactful.**
-  **Managing Challenges.** One of the most difficult tasks in correctional medical operations is staffing, which is an area of hyper-focus for CHP. **We offer a large, advanced medical staff, with almost 105 FTE providers,** practicing live, face-to-face and tele-medical care. **These interactions reduce liability,**

**spending, and grievances, while providing a marked increase in access to care.** Since inception, CHP has – and may continue to – indemnify the County with our top-rated insurers. We are flexible and negotiable on higher limits and expanded coverage.

-  **Delivering Competence.** Our employees are experienced medical professionals who have extensive training and experience with multiple EMRs, technology, and correctional policies and procedures. CHP provides continuous, recurring training, which supports stability and continually high levels of patient care. In fact, **CHP has never missed a day, or clinical shift; this is almost 8000 clinical shifts, covered, without fail.** This is unprecedented in correctional healthcare and is the very definition of reliability and commitment.
-  **Achieving Results.** CHP’s reputation is one of professionalism, efficiency, and accomplishment. CHP has transformed multiple detention facilities, provided all new staff, changed schedules to treat patients more efficiently and effectively, **and eradicated patient backlogs, among other achievements.** Additionally, during the unprecedented 2020 pandemic, CHP’s responsiveness and innovation in the dynamically changing patient-care environment earned a **Sheriff’s Commendation Award for Dr. Freedland** (CEO, CHP). We consistently strive to contribute measurable value to the counties we serve.

With a mission to provide **high-quality, patient-centered correctional healthcare**, CHP continues to grow as a trusted partner in correctional systems.

CHP is excited for the opportunity to partner with Lewis County and lead your clinical operations into the future. With CHP’s large clinical staff and Executive Team, in conjunction with **three new Chief Medical Officers**, the County will have a **seamless leadership transition and continued uninterrupted collaboration with sworn executive staff.** We look forward to establishing the foundation for enduring success.

We welcome any comments and further discussion on how to support and expand medical care in the Lewis County facilities. Please contact CHP for any additional information at Peter.Freedland@chphealth.com or 954.299.9225 at any time.

Sincerely,



Peter J. Freedland M.D., M.B.A. Chief Executive Officer  
Peter.Freedland@chphealth.com  
4365 Executive Dr., Suite 540  
San Diego, CA 92121

## PERSONAL SERVICES AGREEMENT

Correctional Healthcare Partners, Inc., shareholders, affiliates, partners, hereinafter called **Contractor**, and Lewis County, hereinafter called **County**, agree as set forth in this Agreement/Contract, including:

The term of this Agreement shall commence on the 1<sup>st</sup> of November, 2025 , and shall, unless terminated or renewed elsewhere in the Agreement, terminate on the October 31, 2030 (the "initial term"). The contract shall be renewed annually for 5 additional one year terms beginning on November 1, 2030, unless either party gives notice of non-renewal not less than sixty (60) days prior to the expiration of any one year term.

The maximum base consideration for the initial term ending on October 31, 2030 of this Agreement shall not exceed \$2,558,362.01 for the initial term. Contractor shall also be due additional compensation from County for all medications utilized in the delivery of its services pursuant to this Agreement. The County has established the following BARS expenditure code for this Agreement: 001.202.430.000.523.66.41.00, which shall be included on all billings or correspondence in connection therewith.

The priority of the documents which form this Agreement are as listed below and in the event of any discrepancy or inconsistency between the documents, a document higher on the list will prevail over a document lower on the list:

- Exhibit "A", Statement of Work
- Personal Services Agreement
- Written Agreed Modifications (per section 10)
- Exhibit "B", Compensation
- Exhibit "C", Contract Compliance for Professional, Technical, Supply, or Services
- Contractor's precontractual and post-contractual written representations relating to the subject-matter of this agreement.
- Contractor's Certificate of Insurance (attached per section 14)

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_

CONTRACTOR: Correctional Healthcare Partners, Inc.

\_\_\_\_\_

Address:

4365 Executive Dr., Suite 540 San Diego, CA 92121

UBI No.: 605 930 449

Contact Name: Peter J. Freedland M.D., M.B.A. Chief Executive Officer

Peter.Freedland@chphealth.com

365 Executive Dr., Suite 540 San Diego, CA 92121

LEWIS COUNTY:

Budget and Finance: \_\_\_\_\_ Date: \_\_\_\_\_

Department Director: \_\_\_\_\_ Date: \_\_\_\_\_

Deputy Prosecuting Attorney: \_\_\_\_\_ Date: \_\_\_\_\_

## GENERAL CONDITIONS

### 1. Scope of Contractor's Services:

The Contractor agrees to provide to the County services and any materials set forth in the Scope of Work identified as Exhibit "A" during the term of the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

### 2. Accounting and Payment for Contractor Services:

See Exhibit "B", COMPENSATION, appended to this Agreement.

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by Lewis County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated within the Agreement or approved in writing in advance by the official executing this Agreement for Lewis County, (hereinafter referred to as the "Sheriff or Sheriffs designee",) the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this Agreement.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly through the County voucher system for the Contractor's services pursuant to the fee schedule set forth in Exhibit "B."

### 3. Assignment and Subcontracting:

With the exception of subcontractor health care providers, no portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Sheriff or Sheriffs designee. The parties hereby agree that Contractor will engage certain health care professionals as independent contractors rather than as employees, and County expressly consents to such subcontracting or delegation. As the relationship between Contractor and these health care professionals will be that of independent contractor, Contractor will not be considered or deemed to be engaged in the practice of medicine or other profession's practices by these professionals, and Contractor will not exercise control over the manner or means by which these independent contractors perform their professional duties. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Sheriff or Sheriffs designee.

### 4. Labor Standards and Contract Assistance:

The Contractor shall comply with the provisions of Exhibit "C", attached hereto, titled "Contract Compliance for Professional, Technical, Supply or Services".

**5. Independent Contractor:**

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Lewis County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands regarding this section or because of breach of the provisions of this section.

**6. No Guarantee of Employment:**

The performance of all or part of this Agreement by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee or agent of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

**7. Taxes:**

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

**8. Regulations and Requirement:**

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth herein.

**9. Right to Review:**

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this Agreement by whatever means are deemed expedient by the Sheriff or Sheriffs designee without disclosure to third parties of confidential or proprietary information. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review and copying, within Lewis County, State of Washington, upon request.

**10. Modifications:**

Either party may request modifications to the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

**11. Termination for Default:**

If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience paragraph (12) herein.

**12. Termination for Convenience:**

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the County.

The Contractor shall also have the right to terminate the Agreement, without cause and for convenience, upon prior written notice to the County. Written notice of intention to terminate must be given, in writing, at least ninety 90 calendar days in advance of termination.

### **13. Defense & Indemnity Agreement:**

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, employees and agents, from and against all loss or expense, including but not limited to judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials, employees and agents for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and for damages to property including loss of use thereof, to the extent such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, or their respective employees, its successor or assigns, or its or their agents, servants, or employees. The parties hereby agree that Contractor shall not be liable, be required to provide a defense, or indemnification to County for the actions of any medical or mental health personnel who are employed or contracted directly by the County to provide services outside of this Agreement.

The Contractor specifically and expressly waives any immunity under industrial insurance title 51 RCW, and under Industrial Safety and Health, chapter 49.17 RCW and acknowledges that the parties herein mutually negotiated this waiver. This waiver applies only to claims made by Contractor employees against the County.

To the fullest extent permitted by law, the County agrees to defend, indemnify and save harmless the Contractor, its officers and employees and agents, from and against all loss or expense, including but not limited to judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the Contractor, its officers or employees and agents for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and for damages to property including loss of use thereof, to the extent such injury to persons or damage to property is due to the negligence of the County, his/her subcontractors, its successor or assigns, or its or other agent, servants, or employees.

The County specifically and expressly waives any immunity under Industrial Insurance title 51 RCW, and under Industrial Safety and Health, chapter 49.17 RCW and acknowledges that the parties herein mutually

negotiated this waiver. This waiver applies only to claims made by County employees against the Contractor.

In the event of concurrent negligence by the County or its employees or agents and the Contractor or its employees or agents, the parties indemnification obligation shall be valid and enforceable only to the extent of the negligence of the party and their employees and agents.

#### **14. Insurance Requirements:**

The insurance coverages specified in this paragraph (14.) are required unless modified by the parties in writing. The Contractor shall, at the Contractor's own expense, maintain, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below:

**Commercial Automobile Liability:** Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each accident with not greater than a \$1,000.00 deductible. To cover all owned automobile (if any), non-owned automobiles, and hired automobiles.

**Commercial General Liability:** Bodily Injury Liability and Property Damage Liability Insurance limits of \$1,000,000 each occurrence, \$2,000,000 aggregate with not greater than a \$50,000 deductible. This is the generally used deductible for commercial policies and is the same deductible as the professional liability policy.

**Employers Liability:** 1,000,000 each accident; \$1,000,000 each employee; \$1,000,000 policy limit

**Worker's Compensation:** Statutory

**Commercial Umbrella and Excess Liability:** \$4,000,000 each occurrence, \$4,000,000 aggregate

**Professional Liability Insurance:** Shall include professional liability insurance providing limits of \$1,000,000.00 per claim and \$3,000,000 aggregate with not greater than a \$50,000.00 deductible for all liability which may be incurred during the life of the contract.

Lewis County shall be named as an additional insured for General and Professional liability on all required policies, and such insurance as is carried by the Contractor shall be primary over any insurance carried by Lewis County. For General and Professional Liability, Lewis County shall be additional insured for both ongoing and completed operations. The Contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to Agreement execution, which shall be attached to the Agreement.

**15. Industrial Insurance Waiver:**

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, contractors, and agents, and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee, contractor, or agent of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

**16. Venue and Choice of Law:**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, such action or litigation shall be commenced and maintained in the Superior Court of Washington for Lewis County by express agreement of the parties hereto, notwithstanding choice of venue laws.

**17. Withholding Payment:**

In the event the County determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County after sixty (60) days written notice and an opportunity to cure may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Sheriff or Sheriffs designee determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 60 days after it determines to withhold amounts otherwise due. A determination of the Sheriff or Sheriffs designee set forth in a notice to the Contractor of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause (section 21) of this Agreement. The County may act in accordance with any determination of the Sheriff or Sheriffs designee which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

**18. Future Non-Allocation of Funds:**

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

**19. Contractor Commitments, Warranties and Representations:**

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior or subsequent to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

**20. Patent/Copyright Infringement:**

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by County of any notice of such claim,
- b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

**21. Disputes:**

a. General

Differences between the Contractor and the County, arising under and by virtue of the Agreement/Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Sheriff or Sheriffs designee, shall be final and conclusive.

b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Sheriff or Sheriffs designee or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and

complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

**22. Ownership of Items Produced:**

All writings, programs, data, public records or other materials prepared specifically for County by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County, the County shall be entitled to receive any County specific forms and other data owned by the County which may be contained with the software upon request, termination or expiration of the Agreement. At the termination or expiration of this Agreement, Contractor shall remove any and all versions of its software. All protected health information contained within the software shall be provided to the County in some media format acceptable to the County.

Contractor and any employees, agents, or subcontractors must cooperate fully with Lewis County to provide records that may be responsive to public record requests made to Lewis County. This includes but is not limited to Contractor's internal emails that Lewis County deems potentially responsive to a request for public records. Contractor must maintain all records for the time periods specified in the Washington State Retention Schedules.

**23. Confidentiality:**

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Lewis County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give the Lewis County Prosecuting Attorney notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

**24. Notice:**

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Civil Division, Lewis County Prosecuting Attorney's Office, 345 West Main Street, Chehalis, Washington 98532. Notice to the Contractor for all purposes under this Agreement

shall be given to the address reflected below. Notice may be given by personal delivery or by depositing in the US Mail, first class, postage prepaid.

**25. Severability:**

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

**26. Waiver:**

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

**27. Waiver of Non-Competition:**

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Lewis County, and Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Lewis County.

**28. Survival:**

The provisions of paragraphs 5, 7, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 25, and 26, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

29. **Entire Agreement:** Subject to section 18 above, this contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties. This Agreement includes the attachments listed on the first page of this Agreement. T

30. **Cooperative Purchasing:** The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing. The Contract maximum for this contract per annual term, or for any renewal period, is for Lewis County's use only. Other agencies may use this contract up to their contract limits, if any, exclusive of and in addition to the County's contract maximum. By ordering and providing service under terms of this contract to any other governmental agency or jurisdiction, the governmental agency and the Contractor agree to indemnify, defend and hold harmless Lewis County from any and all obligations, claims, or expenses, including attorney's fees, arising out of such action.

**EXHIBIT "A"**  
**(SCOPE OF WORK)**

**Contractor Responsibilities:**

- A. Provide all medical services on behalf of the Lewis County Sheriff's Office (collectively hereinafter referred to as "County" and/or "Sheriff"), including radiology and medically necessary laboratory services for inmates physically booked into (i.e., inmates who are located within the Jail and listed as part of the average daily population count "ADP") the County Jail located at 28 SW Chehalis Avenue, Chehalis Washington 98532, as well as screen all incoming inmates at intake prior to being booked into the County Jail. Contractor shall not sub-contract any of its duties arising out of or relating to this Agreement to any third party without the prior, express, written consent of County; and County may withhold such consent for any reason whatsoever. This includes, but not limited to, legal DUI blood draws for the Lewis County Sheriff's Office.
- B. Operate health care services in an ethical and humane manner with respect to the inmate's right to basic health services.
- C. Deliver services to any inmate within the area of the Jail where access is controlled by Sheriff's Correctional Deputies (secure perimeter). Deliver emergent and general first aid services when and if required to persons in custody within the Law and Justice Building located adjacent to the jail.
- D. Provide services that meet all legal standards for correctional health care and are consistent with NCCHC Standards.
- E. Contractor shall manage and operate medical services on the premises, including but not limited to, providing general managerial and administrative supervision of the clinic, recruiting, interviewing, training and direction of medical employees and provision of medical services.
- F. Provide managerial and administrative expertise to operate the medical clinic.
- G. Contractor shall develop and provide to the County for review and approval comprehensive written policies and procedures that meet legal and community standards for quality of care in a correctional setting. All policies of the Contractor that involve responsibility of County staff shall be negotiated and reviewed at least annually. The rights and ownership of policies, procedures, and printed materials produced specifically for County under the Scope of Work for this Agreement shall be vested in the County.

H. Operate the health care program in a cost-effective manner with full reporting and accountability to the Sheriff or his/her designee.

I. Provide nursing rounds with visual and verbal interaction and provision of any indicated follow up care of all inmates in segregation at least daily.

J. With the exception of psychiatric medications, Contractor shall process new prescriptions, fill orders for dispensing prescriptions within the Jail, and provide any necessary record keeping related to these services. All medications will be prescribed by appropriately licensed staff and dispensed by a licensed nurse in accordance with the requirements of the Washington Board of Pharmacy. Contractor shall assure there is adequate licensed staff to conduct medication passes frequently enough that inmates receive their medications in a timely fashion as prescribed. Upon admission, all medically necessary medication shall continue without interruption unless a practitioner has documented why a deviation from this provision is clinically appropriate.

K. Contractor will be responsible for scheduling (coordinated with custody staff who shall be responsible for transport) all medically necessary outside appointments (both scheduled and emergent). Appointments will occur within the timeframe ordered by the practitioner to the extent the off-site provider is available to provide treatment within the specified timeframe.

L. Contractor's medical staff will respond as soon as notified to any internal call of medical emergency for inmates, staff, or visitors, and provide general first aid assistance as indicated until the emergency is cleared or handed off to third-party emergency medical personnel.

M. Transfer to Other Facilities. Contractor medical staff will be notified by custody as soon as possible of any planned transfers to other correctional facilities. Prior to transfer, medical staff will prepare an individual health record transfer summary for any inmate being sent to another correctional facility. If transfer occurs without notification to medical staff, the transfer summary will be completed upon notification and sent to the appropriate medical authority at the receiving facility.

N. Contractor shall arrange for the delivery and providing utilization management for all medically necessary off-site services including emergency room visits, inpatient medical stays, and scheduled specialty care. County shall maintain financial responsibility for off-site services rendered to inmates during the term of this Agreement. However, Contractor agrees to provide all necessary utilization management, adjudicate provider claims and provide County with a bi-weekly report summarizing off-site services rendered to inmates and the amount to be paid by County to each provider rendering said services.

O. Contractor shall seek and obtain information from any inmate concerning potential payer sources for off-site care, to include inquiry for private health insurance and/or Medicaid. Contractor shall flag potential payer sources within its bi-weekly report summarizing off-site services rendered.

P. Health Care Records. Contractor partners with CorEMR to utilize its electronic health record software system, CorEMR shall exchange information with the county's custom jail management systems using web services and/or transfer files. CorEMR will comply with Health Level Seven (HL7) standards version 2 or 3 for data exchange between the county's Jail management system and local pharmacies. CorEMR shall comply with ANSI X12 specifications for finance and insurance transactions. CorEMR shall comply with the HITECH Act, and the HIPAA Privacy and Security Rules for electronic protected health information (PHI), as well applicable Washington State and Federal laws. Contractor shall comply with the privacy requirements of Washington's City and County Jails Act, RCW 70.48.100.

Q. Provide responses, as allowed or required by law, to medical records requests received from third parties and to subpoenas received related to protected health information utilizing its secure electronic HIPAA compliant records processes.

R. Integrate its services with the existing mental health providers including maintaining shared medical records, continuing current verified psychiatric medications as medically indicated at booking, and initiating treatment with psychotropic medication for uncomplicated psychiatric conditions consistent with community standards for primary care practitioners.

S. Licensing fees will be the responsibility of the Contractor for existing radiology equipment as well as any new equipment brought on site.

T. Contractor is responsible for the following expenses:

- The wages and benefits of its employees
- Policy and procedure development (consistent with all State and Federal laws)
- Travel and training expenses
- Licensing and continuing education requirements of employees
- Medical supplies
- Laboratory and x-ray expenses
- Maintenance and repair of all vendor-supplied equipment

U. Operate the health care program at full staffing (refer to "Contractor Staffing" below). The Contractor agrees to use only licensed, certified, and professionally trained personnel who have undergone and passed Contractor's normal background screening process. All proposed Contractor employees, agents, and subcontractors must undergo a background check conducted by the County (Sheriff) prior to starting work in the facility. The County will notify the Contractor if any proposed employee is not approved for work in the facility. If an employee is refused clearance for assignment to the Jail, the Contractor shall be notified and given adequate time to find a replacement. Initial assignment and replacement of key contract personnel are subject to prior approval of the County. Both prior to and during their assignment to the Jail, the Contractor agrees to provide the County all information in its possession that would reasonably affect the key personnel's candidacy for the position in question. Provided that the key personnel give

permission, the Contractor agrees to allow the County to contact any person/agency who may have relevant information about the key personnel's professional history.

V. Upon award of the contract, Contractor will notify existing Jail health care employees of all proposed positions at the Jail under this Agreement, and Contractor will interview any who apply for employment.

W. Contractor will provide monthly reports detailing specific statistical data as requested by the Sheriff or Sheriff's designee. These reports will include, but not be limited to:

- Number of inmates seen by nurses for sick call
- Number of inmates seen by physician/practitioner for sick call
- Number of referrals for outside treatment
- Number of inmates sent to emergency room
- Number of inmates admitted to community hospital
- Number of inmates receiving medication
- Number on inmates screened for TB
- Number of inmates receiving a trustee physical
- Number of grievances received by clinic
- Number of inmate kite requests for services
- Number of inmates seen in response to kite requests
- Number of inmates started by clinic on psychiatric meds
- And any other reports requested by the County with proper notification and not deemed proprietary by Contractor pursuant to RCW 42.56.270.

X. Contractor shall initiate its systems ensuring that quality is continuously monitored and appropriate corrective actions are taken as indicated. The County maintains the right to audit healthcare issues either via County staff, its agent(s), or contractor(s) and the Contractor agrees to cooperate fully with such efforts including, but not limited to, providing unfettered access to all protected health information records (including remote access) and unfettered access to and cooperation of all Contractor's staff and subcontractors involved in the Contractor's operations, to the extent necessary. Any deficiencies noted via audit will result in a written plan of corrective action by Contractor.

Y. Contractor's staff shall receive basic orientation to custody rules and standards. County shall notify Contractor should it determine that any of Contractor's staff cease to pass County's background check standards, or fail to follow custody rules or standards. Contractor then shall replace any such personnel. Contractor shall provide training in basic first aid, administer annual flu shots, administer TB testing for Sheriff's Office staff and Hep B vaccinations for new hires and clinic services to custody staff, with County maintaining financial responsibility for costs of all vaccines.

Z. Contractor will respond to inmate grievances in accordance with the jails grievance policy.

- AA. Contractor shall maintain contracted staffing levels as required by Contractor and recommended by the National Commission on Correctional Health Care set forth herein, or as otherwise negotiated and agreed to in writing with the County.
- BB. Adhere to the Sheriff's security policies and procedures.
- CC. Provide a monthly staffing schedule to the Jail Chief of other designee of the Sheriff.
- DD. The Contractor shall designate one person as its Authorized Representative. The Contractor's Authorized Representative shall be present at the facility as necessary to assure satisfactory performance of this Agreement.
- EE. The Contractor shall be provided ingress and egress to the facilities necessary for the provision of services pursuant to this Agreement, as determined by the Sheriff or the Sheriff's designee.
- FF. Contractor shall maintain the highest level of ethical relationships with its customers, employees, suppliers and inmates in the performance of this Agreement.
- GG. Contractor shall provide a local representative to attend meetings as set forth by the Sheriff or the Sheriff's designee.
- HH. All administrative records (i.e. records that are not or should not be part of an individual patient's record) of the Contractor bearing upon medical services operations on the County's premises shall be maintained by the Contractor. The County shall have the right to inspect and/or copy, at any time during business hours, records that pertain to this Agreement. Records shall be kept on file for three (3) years, or for such other period of time as may be required by the County or by state law or administrative codes after the end of this Agreement, whichever is longer. The County shall have the right to conduct reviews and inspections of the medical services operations.
- II. Contractor shall comply with all Federal, State and Local laws, regulations and requirements applicable to the services and operations provided herein, including, but not limited to HIPM and CMS regulations, and applicable Federal and State wage and hour requirements. Contractor shall obtain any and all licenses or permits necessary for the provision of medical services on the premises, as direct cost of operation, except those that may be imposed by the County to bring up to code the facilities, whereby the County shall be responsible. Upon request, Contractor shall provide copies of all staff/facility licensure that the Contractor maintains.
- JJ. Contractor will have its staff participate in any joint training exercises with custody staff as deemed necessary by the Sheriff or Sheriff's designee.
- KK. Contractor agrees not to subject any of its employees, contractors, subcontractors, or agents assigned to this Agreement to a non-compete clause or any other requirement that would prohibit that staff member from employment directly with the County or an agent or contractor of the County in the event that this Agreement terminates.

LL. Contractor shall assist Lewis County to fulfill all obligations of the County under the Washington Public Records Act (RCW Chapter 42.56).

- a. Contractor recognizes that under that Act, the County has a duty to provide third parties with access to all documents (defined broadly), "containing information relating to the conduct of government," and that this obligation extends to documents in the sole possession of Contractor used by it and/or by the County for purposes relating to this Agreement.
- b. In the event that Lewis County notifies Contractor that it has received a demand for one or more records which the County is obliged to release, pursuant to the Public Records Act, then, if those documents are in the possession of Contractor, it shall provide copies of those documents to Lewis County within five business days; or, within five business days, Contractor shall notify the County of when, acting with all reasonable haste, it will be able to provide the County with copies of those documents. Contractor then shall provide copies of those documents to the County by such date.
- c. In the event that Contractor fails to fulfill its obligations pursuant to this section, and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon Lewis County for violation of the Public Records Act, Contractor shall indemnify Lewis County for that penalty, as well as for all costs and attorney fees incurred by the County in the litigation giving rise to such penalty.
- d. The obligations created by this section shall survive the termination of this Agreement.

**County Responsibilities:**

- A. Shall provide and maintain financial responsibility for any and all pharmacy (including psychiatric medications) and mental health services which may be required within the Jail.
- B. Perform the initial non-medical screening of inmates by correctional personnel, and refer inmates to medical if it is determined that the inmate requires medical attention.
- C. Ensure county employed medical/mental health professionals, if any, utilize Contractor's software system to ensure continuity of care. Assure that County's mental health provider maintains patient records for inmates in a system or manner which at all times is fully accessible by Contractor's personnel and sub-contractors within the Jail.
- D. Sheriff will provide resources to transport inmates to scheduled outside appointments and the provider will work with designated custody staff to assure these appointments are kept in a manner that respects both the needs of the inmate and the security concerns of the custody staff.
- E. County shall be financially responsible for any and all inmate medical services occurring outside of the Jail (to include scheduled, emergent care, hospitalizations and transportation to and from) as well as maintain responsibility for all necessary off-site inmate management services to include reimbursing Contractor for all expenses and/or fees related to off-site care.

- F. Adequate heat, lights, ventilation, and all other utilities as well as repairs and maintenance of County equipment (to be discussed by the parties based upon needs of medical necessity) and office supplies (i.e., county forms, copy paper, etc., long distance phone calls, Language Line interpreter services, medical hazardous waste disposal, and provision of PC's at each work station, copy and fax machine for use by Contractor). The County shall not be responsible for maintenance of Contractor equipment. The County shall not cause any interruptions in utility service, except in emergency circumstances reasonably beyond the control of the County, for necessary repairs, or for improvement of the service, and in such case the County agrees to notify the Contractor as soon as reasonably possible of any interruption or proposed interruption in utility service.
- G. Extermination services and the removal of trash and garbage from the clinic.
- H. General maintenance to the building structure including, but not limited to, the maintenance of water, gas, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, wall and ceiling surfaces. Shall be responsible for all equipment, floor drains, light fixtures, and other such building maintenance as may be reasonably required by the County.
- I. Security, control and limitation of inmate movement in, to and from the medical clinic, for the physical security of employees, suppliers, and other authorized visitors. Low risk prisoners may be allowed to be escorted and seen in the medical area without direct Correctional Officer supervision.
- J. The Jail Chief, or other designee of the Sheriff, shall be the Authorized Representative under this contract for issues pertaining to the facility.
- K. County must approve or disapprove key level personnel changes by the Contractor within Ten (10) days (unless situation constitutes an emergency) of receiving notification from Contractor of its desire to retain the personnel in question.
- L. Provide, at its expense, criminal history background check of Contractor employees/subcontractor.
- M. County shall have the final authority with regard to all aspects of performance standards of the Contractor but decisions relating to medical care shall lie directly with the Contractor and its medical professionals.
- N. County shall provide necessary space for medical services for the Contractor's use.
- O. The County will provide access to the necessary data, and other technology that is in existence at the time the Agreement is executed.
- P. Contractor and County will confer 90 days prior to end of the initial contract term to discuss any issues pertaining to contractual services. County further agrees that in the event there is a significant change or modification to any state or federal laws or regulations, inmate census, standards of care, scope of services, or the number of correctional facilities that results in a material increase or decrease in costs, coverage of costs related to such changes are not included in this Agreement and will require negotiation with Contractor for same.

**Transition Responsibilities:**

- A. Mental Health services, including prescribing of psychiatric medications, will be provided by a third-party provider, not Contractor.
- B. Staffing: Contractor shall have appropriate medical staff available to assume the medical services responsibilities at 1200 a.m. on November 1, 2025. Following the initial start date, Contractor shall be granted a thirty (30) day grace period in which to fulfill the staffing requirements set forth herein below. However, this does not relieve the contractor of the responsibility to provide safe and cost-effective health care during the grace period.
- C. Safety/Training: County shall provide an orientation and safety and security training to all Contractors' staff as soon as is practical.
- D. Access to Facility (i.e. keys, background, etc.): Contractor shall provide County with all information (Information with respect to each person shall include full legal name, nicknames, former name, current address, all addresses within prior five years, social security number, driver's license number, date of birth required by this Agreement with respect to all personnel whom it intends to assign to Jail prior to the commencement of Contractor's responsibilities to provide inmate medical care. County shall perform background checks, and indicate its acceptance or rejection of such personnel no later than five days prior to such effective date. County shall provide Contractor with the necessary keys to the appropriate medical areas within the facilities. Contractor shall maintain a key inventory and provide a copy to the County any time there is a change.
- E. Equipment: An inventory of all equipment shall be conducted in conjunction with the Contractor for the provision of medical services.
- F. Outside Providers: County shall provide the list of outside providers the County has been using to the Contractor.
- G. Medical Records: County shall provide access to all medical records to the Contractor. All current records shall be retained for 8 years and for juveniles for 8 years after the inmate turns 18 or other length of time as required by law.

**Contractor's Staffing:**

<b>Position Title</b>	<b>FTE</b>
Health Service Administrator	1.00
NP/PA	0.2
RN	3.1
LPN	3.1
LPN-MAT	0.6
Night RN/LPN	2.1
 Total FTE's	 10.10

**EXHIBIT "B"**  
**(COMPENSATION)**

1. Contractor and County hereby agree to the following terms:
2. County shall provide monthly compensation to Contractor for services rendered as set forth herein below. Contractor shall submit invoices on or before the first of the month for the succeeding month's services and County shall reimburse the Contractor within thirty (30) days receipt of invoice.
3. Contractor shall invoice the County by sending invoices to:  
  
Lewis County Sheriff Office  
  
Attention: Chief Chris Sweet  
  
345 West Main Street Chehalis WA 98532
4. The Parties agree that Contractor's pricing based on an average daily population ("ADP") of 200 detainees at the County Jail. ADP is calculated by the sum total of all detainee counts performed during a calendar month divided by the number of days in that calendar month. For the initial term and each of the 5 additional one year renewal terms beginning on November 1, 2030, County shall provide payment to Contractor on a monthly basis for the following annual compensation which is calculated according to the table below. In the event the ADP exceeds 250 detainees in any given month, County shall pay to Contractor a per diem rate of \$5.75 for each detainee exceeding the 250 threshold. To calculate the additional compensation owed to Contractor for each detainee over 250, the per diem rate identified above will be multiplied by the number of detainees in excess of 250 at the County Jail, the result then multiplied by the number of days in the month of service.

<b>5 Years w/ 5-1 Year Options</b>		
<b>Contract Annual Dates</b>	<b>Annual Base Price</b>	<b>Monthly Base Price</b>
9/1/2025-8/30/2026	\$ 2,149,573.52	\$ 179,131.13
9/1/2026-8/30/2027	\$ 2,233,406.89	\$ 186,117.24
9/1/2027-8/30/2028	\$ 2,320,509.76	\$ 193,375.81
9/1/2028-8/30/2029	\$ 2,436,535.24	\$ 203,044.60
9/1/2029-8/30/2030	\$ 2,558,362.01	\$ 213,196.83
9/1/2030-8/30/2031	\$ 2,686,280.11	\$ 223,856.68
9/1/2031-8/30/2032	\$ 2,820,594.11	\$ 235,049.51
9/1/2031-8/30/2033	\$ 2,961,623.82	\$ 246,801.98
9/1/2031-8/30/2034	\$ 3,109,705.01	\$ 259,142.08
9/1/2031-8/30/2035	\$ 3,265,190.26	\$ 272,099.19

<b>3 Year Contract</b>		
<b>Contract Annual Dates</b>	<b>Annual Base Price</b>	<b>Monthly Base Price</b>
9/1/2025-8/30/2026	\$ 2,199,573.52	\$ 183,297.79
9/1/2026-8/30/2027	\$ 2,375,539.40	\$ 197,961.62
9/1/2027-8/30/2028	\$ 2,518,071.77	\$ 209,839.31

## EXHIBIT "C"

### **CONTRACT COMPLIANCE FOR PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICES**

It is the policy of Lewis County to foster an environment that encourages economic growth and diversification, business development and retention, increased competition and reduced unemployment. In support of that policy, Lewis County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises. Bidders are encouraged to utilize qualified, local businesses in Lewis County and Washington State where cost effectiveness is deemed competitive. In addition, Bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

#### **A. EQUAL EMPLOYMENT OPPORTUNITY:**

1. Upon execution of this contract, the Contractor shall comply with the Equal Employment Opportunity requirements set forth below. The Contractor shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination.
2. No person or firm employed by the Contractor shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 206(d), the Rehabilitation Act (29 U.S.C. 791 et seq.), the Americans with Disabilities Act of 1990, or for participating in any stage of administrative or judicial proceedings under those statutes.
3. Contractor shall take all reasonable steps to ensure that qualified applicants and employees shall have an equal opportunity to compete for advertised or in-house positions for employment. Applicants and employees shall be treated fairly without regard to race, color, religion, sex, age, disability, or national origin. Equitable treatment shall include, but not be limited to employment, upgrading or promotion, rates of pay increases or other forms of compensation, and selection for training or enrollment in apprenticeship programs.

#### **B. CERTIFICATION OF NONSEGREGATED FACILITIES**

The Contractor shall submit with its proposal a Certification of Non-segregated Facilities. All requests to sublet or assign any portion of this contract, at any level, shall be accompanied by evidence of this certification in all subcontract agreements.

#### **C. E-VERIFY DECLARATION**

Lewis County requires that all businesses which contract with the County for contracts in excess of \$25,000 and of duration longer than 120 days, and not specifically exempted by PCC 2.106.022, be enrolled in the Federal E-verify Program. The requirement extends to every

subcontractor meeting the same criteria. The Prime Contractor must provide certification of enrollment in the Federal E-verify program to the County. The Prime Contractor will remain enrolled in the program for the duration of the contract. The Prime Contractor is responsible for verification of every applicable subcontractor. The County reserves the right to require a copy of the Memorandum of Understanding between the Prime or any Subcontractor and the Department of Homeland Security upon request at any time during the term of the contract. Failure to provide this document could result in suspension of the agreement. The Federal E-Verify Program is a web based application and can be accessed at.

#### **D. SUBMITTAL REQUIREMENTS**

1. Certificate of non-segregated facilities: Contractor shall submit with proposal, each subcontractor shall submit when work is sublet.
2. Professional and Technical Workforce Data Form: Contractor is encouraged to submit with proposal, each Subcontractor is encouraged to submit the form when work is sublet.
3. Subcontractors Participation Form: Check the appropriate box indicating the firm who will perform the work of the contract. Submit the completed form with the proposal documents.
4. E-Verify Declaration: Contractor shall submit with proposal.

#### **CERTIFICATION OF NONSEGREGATED FACILITIES**

The Contractor certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of Contractor's establishments.

The Contractor further certifies that none of the Contractor's employees are permitted to perform their services at any location under the Contractor's control during the life of this Agreement where segregated facilities are maintained. The Contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

The Contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to Contract Compliance Division.

## **NON-COLLUSION & DEBARMENT AFFIDAVIT**

State of Washington, County of Lewis

As an authorized representative of the firm of CHP Inc., I do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

I further acknowledge that by signing the signature page of the proposal, I am deemed to have signed and have agreed to the provisions of this affidavit.

Note: Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

"A suspending or debarring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549..." (49CFR Part 29 Section 29.215)