

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

IN THE MATTER OF:

RESOLUTION NO. 24-441

ACCEPT AN EXTENSION TO AN AGREEMENT
BETWEEN THE LEWIS COUNTY SHERIFF'S OFFICE
AND NAPHCARE (EVERHEALTH LLC)

WHEREAS, the Lewis County Sheriff's Office and Naphcare Inc. wish to amend a Jail Medical Services agreement originally approved by the Board of County Commissioners (BOCC) via Resolution 17-032 on Jan. 30, 2107, and subsequently amended via Resolutions 19-024, 19-051 and 23-003; and

WHEREAS, the parties wish to extend the agreement through the end of 2026;
and

WHEREAS, the original agreement signed in open session January 30, 2017, and modified by the subsequent resolutions, shall remain in full force; and

WHEREAS, it appears to be in the best public interest to authorize the execution of said extension.

NOW THEREFORE BE IT RESOLVED that the Sheriff, or in his absence, the Undersheriff or Corrections Chief, is authorized to sign the subjoined extension on behalf of Lewis County.

DONE IN OPEN SESSION this 3rd day of December, 2024.

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Karin Phomma
By: Karin Phomma,
Deputy Prosecuting Attorney

Scott J. Brummer
Scott J. Brummer, Chair

ATTEST:



Lindsey R. Pollock, DVM
Lindsey R. Pollock, DVM, Vice Chair

Rieva Lester, CMC
Rieva Lester, CMC,
Clerk of the Lewis County Board of
County Commissioners

Sean D. Swope
Sean D. Swope, Commissioner



November 15, 2024

VIA ELECTRONIC MAIL

Chief Chris Sweet (Chris.Sweet@lewiscountywa.gov)
Lewis County Sheriff's Office
345 West Main Street
Chehalis, WA 98532

Re: Renewal of the Health Services Agreement between Lewis County Sheriff's Office and Everhealth, LLC

Dear Chief Sweet:

We greatly appreciate your support and the Board of County Commissioner's consideration of our two-year renewal proposal of October 24, 2024. Pursuant to your request, please accept this correspondence as Everhealth's formal two-year renewal proposal for the above-referenced agreement.

We propose extending the Agreement for two renewal years effective January 1, 2025 years (Renewal Year 8 (1/1/25 -12/31/25) and Renewal Year 9 (1/1/26 – 12/31/26)). Each of the renewal years includes a cost of living adjustment (COLA) of 5%, an increase of our insurance/legal expenses, an increase of our operating budgets, and a TechCare maintenance fee. Our proposal also includes increases to our staffing and operational budgets to correspond with our rising expenses. Our proposed two-year renewal pricing is as follows:

Lewis County, WA - Renewal Option		
	Renewal Year 8	Renewal Year 9
Renewal Year 7 (1/1/24 - 12/31/24)	\$ 1,536,125.92	\$ 1,536,125.92
TechCare Maintenance	\$ 112,500.00	\$ 200,000.00
Insurance/Legal Expenses	\$ 97,150.59	\$ 172,712.16
Staffing Budgets Increase	\$ 149,400.00	\$ 265,600.00
Operating Budgets Increase	\$ 114,362.69	\$ 203,311.46
COLA Increase	\$ 76,806.30	\$ 104,317.28
New Contract Revenue Amount	\$ 2,086,345.50	\$ 2,482,066.82
COLA %	5.00%	5.00%



Everhealth
A NaphCare Company

We appreciate your attention to this matter and a continuation of our partnership. Enclosed you will find our proposed contract amendment for your review and consideration. Should you require further information or have additional questions, please contact me at (205) 552-1732 or via email at susanne.moore@napchare.com.

Sincerely,

Susanne Moore
Chief Executive Officer

Enclosure

SIXTH AMENDMENT TO PERSONAL SERVICES AGREEMENT

This Agreement, made and entered into on the 14th day of November, 2024, shall be effective on January 1, 2025, and is the Sixth Amendment to the Personal Services Agreement made and entered into on the 1st day of February, 2017 by and between Everhealth, LLC (“Contractor”) and Lewis County (“County”), as well as to all exhibits thereto (“Agreement”).

WHEREAS, the parties wish to modify the Agreement pursuant to Section 10, General Conditions.

NOW THEREFORE, the Agreement shall remain in full force and effect with the following assignment and/or modification fully incorporated thereto:

- I. Pursuant to Section 10, “Modifications” of the General Conditions, the parties agree to extend the term of the Agreement for a term of 2 years effective January 1, 2025.
- II. Contractor’s pricing table in Exhibit B “Compensation” shall be deleted and replaced with the following which provides for annual cost of living adjustments (COLA), a TechCare maintenance fee, and additional insurance/legal, staffing, and operational expenses:

Contractor Pricing	Annual Base	Monthly Base
Renewal Year 8 (1/1/25 - 12/31/25)	\$ 2,086,345.50	\$ 173,862.13
Renewal Year 9 (1/1/26 - 12/31/26)	\$ 2,482,066.82	\$ 206,838.90


Except as modified herein, all other terms and conditions set forth within the Agreement shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment as of the Effective Date.

CONTRACTOR:
Everhealth, LLC

LEWIS COUNTY:
Approved as to legal form only:

 12/2/24


Susanne Moore Date
Chief Executive Officer
2090 Columbiana Road, Suite 4000
Birmingham, AL 35216
(205) 536-8400

Deputy Prosecuting Attorney Date

Recommended:

Budget and Finance Date

Approved:

 12/11/2024

Department Director Date

Lewis County Executive Date
(\$250,000 or more)

BOCC AGENDA ITEM SUMMARY

Resolution: 24-441

BOCC Meeting Date: Dec. 3, 2024

Suggested Wording for Agenda Item:

Agenda Type: Deliberation

Accept an extension to an agreement between the Lewis County Sheriff's Office and Naphcare (Everhealth LLC)

Contact: Carrie Breen

Phone: 2714

Department: SHRF - Sheriff (Jail too)

Description:

Accepting a two-year renewal extending the agreement of Naphcare (Everhealth, LLC) through 2026.

Approvals:

User	Status
Karin Phomma	Approved
PA's Office	Pending

Publication Requirements:

Publications:

Additional Copies:

Chris Sweet, Sandy Lupo, Carrie Breen

Cover Letter To: