

**Two-Year Extension and Amendment of  
Professional Services Contract for  
Inmate Health Care Services**

This Two-Year Extension and Amendment of the existing Professional Services Contract (City Contract No. 2014-173, adopted by City Resolution No. R-2014-116 on September 16, 2014, hereafter “Contract”) with Kite Med Consultants, LLC, a Washington corporation (hereafter “Contractor”) is made and entered into by and between the City of Yakima (hereafter the “City”) and Contractor.

Whereas, the City of Yakima requires inmate health care services (hereafter the “health care services” or the “services”) for the City of Yakima Detention Facility (hereafter the “Jail”) located at the Yakima Police Department/Legal Center, 200 South Third Street, Yakima, Washington; and

Whereas, the City of Yakima Police Department does not have the staffing levels or the specialized expertise necessary to provide said inmate health care services; and

Whereas, Contractor agrees to provide said inmate health care services under the terms and conditions of this Contract; and

Whereas, the original term of said Contract was for a three-year period beginning October 1, 2014, and ending September 30, 2017; and

Now, therefore, the City and Contractor agree to the following two-year extension of the existing Contract, under the conditions set forth:

1. The term of the Contract (City Contract No. 2014-173) is hereby extended for two years through September 30, 2019, at which time said Contract shall terminate, unless sooner terminated by either party in accordance with Section 13 of the Contract.
2. Effective for services provided beginning on October 1, 2017, Section 3.1 entitled “Compensation” is amended to read as follows:
  - 3.1 As full compensation for satisfactory performance of the health care services, the City shall pay Contractor One Hundred Seven Thousand Seven Hundred Fifteen Dollars and No Cents (\$107,715.00) for each year of the term of the Contract.
3. Section 9.1 entitled “Property and Confidential Information” is amended to read as follows:

9.1 The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Contractor in performance of this Contract, except upon prior written consent of the City Attorney, an order entered by a court after having acquired jurisdiction over the City, or in full compliance with federal and/or state law regarding release of medical records and RCW 70.40.100(2) regarding the confidentiality of the records of a person confined in jail. Contractor shall immediately give to the City notice of any judicial proceeding seeking disclosure of such information. Contractor promptly shall respond to requests by current or former inmates for a copy of the inmate's medical records and provide the same. Contractor shall indemnify and hold harmless the City, 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.

4. Exhibit A, Section (i) to the Professional Services Contract for Inmate Health Care Services is amended to read as follows:

(i) The physician will do quarterly in person reviews of the City Jail's medical program. The physician will inspect the medical area(s), medication storage and office area. The physician will review the health care program, policies and procedures and will address any deficiencies. The physician will meet with the jail administrator at least once annually to discuss the progress of the inmates' health care program. If an unexpected or urgent issue arises, the physician and jail administrator will meet to discuss and resolve the issue as soon as possible.

Except as expressly modified herein, all other terms and conditions of the Professional Services Contract between the City of Yakima and Contract (City Contract No. 2014-173) shall remain in full force and effect.

**CITY OF YAKIMA**

**CONTRACTOR:**

**KITE MEDICAL CONSULTANTS, LLC**

By: \_\_\_\_\_  
Cliff Moore  
City Manager

By:   
Linda Seaman, MD

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Clerk

City Contract No. 2014-173

Resolution No. R-2017-\_\_\_\_\_