



**BOARD OF COMMISSIONERS**  
**Agenda Item Summary**

**Agenda Category:** Agreement **Item No:**

**Meeting Date:** June 1<sup>st</sup>, 2021

**Department:** Sheriff's Office - Corrections – Chris Kaber-Sheriff

**Issue:** In the matter of requesting approval for Klamath County Sheriff's Office (KCSO) to enter into an agreement with Klamath Basin Behavioral Health (KBBH) who agrees to reimburse KCSO for up to \$50,000 toward the cost of a Corrections Nurse.

**Background:** Klamath County Sheriff's Office- Corrections and KBBH wish to jointly work together to provide a full time Corrections Nurse in order to assist in providing health care services including those needs specific to mental health treatments. KBBH agrees to reimburse KCSO half the actual cost of wages and benefits for a Corrections Nurse position up to \$50,000.

**Fiscal Impact:** Estimated annual revenue of up to \$50,000.00 to General Fund, Klamath County Sheriff's Office, Corrections.

**Recommended Motion:** Approve the Sheriff to sign the Agreement with KBBH who agrees to provide reimbursement of up to \$50,000 to Klamath County Sheriff's Office General Fund-Corrections for a Corrections Nurse to assist in care for those who have mental health needs.

DONE AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Chair  
Approved   
Denied

\_\_\_\_\_  
Vice-Chair  
Approved   
Denied

\_\_\_\_\_  
Commissioner  
Approved   
Denied

**MEMORANDUM OF AGREEMENT**  
**Between**  
**Klamath County**  
**And**  
**Klamath Basin Behavioral Health**  
**For the**  
**Klamath County Corrections Nurse**

This Agreement is entered into on this \_\_\_day of \_\_\_\_\_, 2021, between Klamath Basin

Behavioral Health and Klamath County Sheriff's Office (hereinafter the "KBBH " or "KCSO") and shall be in effect from on or about July 1, 2021 until June 30, 2022.

WHEREAS, the Klamath County Sheriff's Office and Klamath Basin Behavioral Health wish to jointly work together to provide; 1 FTE equivalent, Corrections Nurse for the purpose of providing quality health care services including those needs specific to mental health treatments.

NOW THEREFORE, IT IS HEREBY AGREED:

1. The Corrections Nurse shall at all times remain an employee of the Klamath County and Klamath County Sheriff's Office and will abide by the Sheriffs policies and procedures, any pertinent collective bargaining agreement, county policies and all applicable state and federal law. Klamath County shall be responsible for paying any and all wages, salaries, benefits, including insurance that the Corrections Nurse may be entitled to. In addition, Klamath County will be the party responsible for covering the Corrections Nurse under their workman's compensation insurance policy. The Corrections Nurse shall never be considered an employee of the Klamath Basin Behavioral Health for any purpose.
2. The Klamath County Sheriff's Office will provide:
  - a. A Corrections Nurse working under the supervision of the Corrections Lieutenant and under the general direction of the Sheriff.
  - b. Uniforms, equipment, supplies, facilities and training which is deemed appropriate and approved by the supervising agent.
  - c. The Corrections Nurse will be the first point of contact as the liaison between the KCSO and KBBH, when possible.
3. The Corrections Nurse shall have the following responsibilities:
  - a. The Corrections Nurse will provide medical and medication support to inmates under the direction of the Medical Director.

- b. The Corrections Nurse will work with the appropriate resources to ensure the health advancements of inmates.
- c. The Corrections Nurse will administer medications as prescribed by a Medical Professional to include Medical Doctors, Physician Assistants Certified, Psychiatrists and Psychiatric Nurse Practitioners.
- d. The Corrections Nurse will not become Involved in providing behavioral health treatment.
- e. The Corrections Nurse will, whenever possible, attend meetings of coordination of care between **KBBH** and **KCSO**.
- f. The Corrections Nurse will, whenever possible, be available for consult for **KBBH** client's that are incarcerated to include medication management, observations, and recommendations for **KBBH** client's that are incarcerated.
- g. The Corrections Nurse will be familiar with the community agencies that offer assistance to inmates to ensure all options and communication is secure for the health of individuals under the care of **KBBH** and **KCSO**.
- h. The Corrections Nurse will **assist** the Administrative Staff in developing plans and strategies to prevent or minimize dangerous situations that may result from medical barriers, medication, behaviors and ethical dilemmas.
- i. The Corrections Nurse shall **assist** the **KBBH** staff partners in identifying behavior that indicates a need for intervention.
- j. The Corrections Nurse shall maintain accurate records of the operation of health care services provided which are compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and 42CFR-2.
- k. The Corrections Nurse will be scheduled to work as determined by the **KCSO** supervisory staff. Such shifts may vary depending on operational needs, but consideration will be made to attempt to maximize the cooperative goals of the **KCSO** Corrections Division and **KBBH**.

4. Compensation shall be as follows:


- a. The annual cost of a Corrections Nurse is estimated to be \$111,843 for the 2021-2022 fiscal year, which would include all wages and benefits.
- b. Klamath Basin Behavioral Health agrees to reimburse the Klamath County Sheriff's Office half of the actual costs of wages and benefits, including overtime, for the Correctional Nurse position, up to \$50,000.

- c. The Klamath County Sheriff's Office will provide an invoice to Klamath Basin Behavioral Health within 30 days of the close of each quarter. Backup documentation which demonstrates the actual compensation paid to the Correctional Nurse will be provided and attached thereto. The Invoice will be due and payable within 30 days of the Invoice date.
  - d. At all times, the Sheriff's Office shall remain the sole party responsible to the Corrections Nurse for all pay, benefits, and employment related issues. This Agreement creates no contractual relationship between the Corrections Nurse and Klamath Basin Behavioral Health and the Corrections Nurse shall have no claim, as third-party beneficiary of this Agreement, against Klamath Basin Behavioral Health.
5. This agreement may be terminated by either party by giving written notice to the other party at least sixty (60) days prior to the termination date.
6. This is the entire agreement between the parties; any amendments, changes or additions hereto must be in writing and signed by both parties.
14. In exchange for the monetary payment and rights and duties contemplated in this Agreement, the Klamath County Sheriff's Office agrees to hold harmless, waive, release, Indemnify, defend and discharge the Klamath Basin Behavioral Health from all liability and claims arising from the Corrections Nurse's actions, including but not limited to liability and claims arising from the Corrections Nurse's negligent acts. In exchange for the rights and duties contemplated In this Agreement, the Klamath Basin Behavioral Health agrees to hold harmless, waive, release, indemnify, defend and discharge the Klamath County Sheriff's Office from all liability and claims arising from actions of the Klamath Basin Behavioral Health and its employees, including but not limited to liability and claims arising from the Klamath Basin Behavioral Health negligent acts. The Klamath Basin Behavioral Health includes its Board of Directors, the individual members thereof, and its officers, agents, employees, volunteers, and representatives. The Klamath County Sheriff's Office includes its County Commissioner's, the individual members thereof, and its officers, agents, employees, volunteers, and representatives. "Liability and claims" mean demands for any value or benefit, such as lawsuits, tort claims, Insurance claims, causes of action, fines, fees, and costs (e.g. medical costs and attorney fees).

Klamath County Board of Commissioners:

Klamath Basin Behavioral Health:

\_\_\_\_\_  
Commissioner                      Date

  
\_\_\_\_\_  
Executive Director                      Date

\_\_\_\_\_  
Commissioner                      Date

\_\_\_\_\_  
Commissioner                      Date

Approved as to form and legal sufficiency:

As Sheriff, I recommend Approval:

\_\_\_\_\_  
Klamath County Counsel

  
\_\_\_\_\_  
Klamath County Sheriff

5-12-21