BACKGROUND INFORMATION

In February 2019, Lourdes Health terminated their contract with the Benton-Franklin Juvenile Justice Center (BFJJC) to provide medical services in the detention center. The Benton Franklin Health District stepped into help and has been providing medical services for detained youth since February 21, 2019. The current contract ends August 31, 2019. During the interim the Benton Franklin Juvenile Justice Center submitted a Request for Proposals to secure medical services for the detention center. The bidding process for medical services closed on July 10, 2019. Benton-Franklin Health District was the only medical provider to submit a bid to provide the medical services required for the Detention Center.

In an effort for the Juvenile Detention facility to receive uninterrupted nursing services we ask that the Boards of County Commissioners approve the contract with Benton-Franklin Health District, for the period of sixteen (16) months, September 1, 2019 through December 31, 2020. During this time the BFJJC will continue to explore additional options for medical services. We will release another Request for Proposals in early 2020.

The delay in execution is a result of insurance coverage issues.

SUMMARY

The Juvenile Detention facility must have consistent and competent nursing services for detained youth. Benton Franklin Health District has the flexibility, expertise and staff to provide quality services.

RECOMMENDATION

I recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Professional Services Contract between Benton Franklin Juvenile Justice Center and Benton Franklin Health District for the period of September 1, 2019 through December 31, 2020.

COORDINATION

Coordination of the contract occurred as follows: Rosa Garcia, Senior Administrative Secretary who compiled the contract; Stephen Hallstrom, Senior Deputy Prosecuting Attorney; Jason Zaccaria, District Administrator for Benton Franklin Health District and Darryl Banks, Administrator for the Benton Franklin Counties Juvenile Justice Center.

FISCAL IMPACT

Amount not to exceed $300,000. The current budget for detention medical services is $93,821.00. This is a substantial increase from our previous contract with Lourdes Health. That contract was developed in 2004 and did not experience any increase in costs throughout the life of the contract. The BFJJC will first look to fund the increased costs within its current budget. We will continue to work with county administration regarding our budget and the need for any future supplement.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign the Professional Services Contract with Benton Franklin Health District.
HANDLING/ROUTING
Following signature from Franklin County, route to Benton County for signature. Following signature from Benton County three originals are to be returned to Benton Franklin Counties Juvenile Justice Center.

I certify the above information is accurate and complete.
Rosa Garcia
JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. ______

FRANKLIN COUNTY RESOLUTION NO. ______

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF AWARDING BENTON FRANKLIN HEALTH DISTRICT A PROFESSIONAL SERVICES CONTRACT TO PROVIDE MEDICAL SERVICES, COORDINATION OF SERVICES AND TRANSITIONAL COORDINATION OF CARE TO YOUTH IN DETENTION

WHEREAS, per Resolution 2012-677, "...for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost;" and

WHEREAS, the Juvenile Administrator recommends entering into a Professional Services Contract;

NOW, THEREFORE BE IT RESOLVED that the Board of Benton County Commissioners, Benton County, Washington; and the Board of Franklin County Commissioners, Franklin County, Washington, concur with the Juvenile Administrator’s recommendation and hereby awards the Professional Services Contract to Benton Franklin Health District in an amount not to exceed $300,000.00; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached Professional Services Contract; and

BE IT FURTHER RESOLVED, the term of the attached contract commences September 1, 2019 and expires on December 31, 2020.

DATED this ___ day of ___________ 2019
BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Member

Constituting the Board of County Commissioners, Benton County, Washington

Attest:

Clerk of the Board

DATED this ___ day of ___________ 2019
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners, Franklin County, Washington

Attest:

Clerk of the Board

Originals (4): 1-BC Commissioners, 1-FC Commissioners, 1-BF Health 1-Juvenile
BENTON and FRANKLIN COUNTIES
PROFESSIONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTY, a political subdivision with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 West Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and Benton-Franklin Health District, a political subdivision with its principal offices at 7102 West Okanogan Place, Kennewick WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

a. Addendum A - Benton Franklin Health District Rate Schedule
b. Addendum B - RSUI Group, Inc. Professional Liability Quote

2. DURATION OF CONTRACT

The term of this Contract shall begin on September 1, 2019 and shall expire on December 31, 2020. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

Registered nurse will perform the following services:

a. Availability: Nursing on-site hours will be approximately six (6) hours per day Monday-Friday excluding Benton-Franklin Health District holidays and weekends. The specific work hours will be determined by mutual agreement that allows for the most efficient use of medical staff time and takes into consideration the BFJJC detention centers schedule. Generally, the start time would be between 0700 and 0800 and the workday would end between 1400 and 1500 with a lunch break after approximately four (4) hours of work.

b. On-Site Services: When registered nurse is on-site, nurse
will perform assessments of juveniles with medical complaints and determine disposition in consultation with juvenile’s treating provider or health officer.

1. Perform nursing intake assessment within one working day of juvenile’s admission to facility.

2. Administer or deliver scheduled medication doses due during normally scheduled hours.

c. **Off-Site Consultation:** Nursing consultations shall be available via telephone and/or video conferencing may be performed as requested outside of normal on-site scheduled hours.

d. **Transfer Coordination:** If a transfer to another facility for health care is needed, registered nurse will notify facility staff to arrange appropriate transport and will prepare clinical summary.

e. **Medication Administration Plan:** For juveniles with medical conditions requiring medications during detention, develop medication administration plan on physician’s order, either in consultation with juvenile’s treating provider or with health officer if no treating provider.

1. Coordinate medication delivery to facility with juvenile’s family or facility staff.

2. For medication doses due when registered nurse is not on-site, prepare doses for facility staff to deliver at the appropriate time.

f. **Documentation:** All clinical activities will be documented in the appropriate facility medical record at the earliest convenience.

g. **Nursing Supervision:** Nursing supervision will be performed as needed, and for the program and policy development of a formal medical service program exemplary service model.

h. **Health Officer/Physician Services:** The Health Officer/Physician will perform medical supervision of the nursing services with the following limitations:

1. **Availability:** Phone consultation or on-site visit as needed during normal nursing hours.
2. **After Hours:** Access after business hours will be through the Health District’s answering service by calling (509) 543-3851.

i. The COUNTIES will provide a medical examination room and a SCAN telephone number for long-distance calls, within the Detention facility sufficient for use by the CONTRACTOR in providing the specified services for the FACILITY.

j. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

k. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

l. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTIES.

m. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, or labor will be furnished by the COUNTIES.

n. The CONTRACTOR shall order any and all necessary medical supplies with the approval of the Detention Manager.

o. The COUNTIES will provide all necessary and approved medical supplies and vaccinations used at the Detention facility.

4. **CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

a. For CONTRACTOR:

   Name: Bonnie Hall, Contracts Manager  
   Address: 7102 W. Okanogan Place  
             Kennewick, WA 99336  
   Phone: (509) 460-4553  
   Email: bonnieh@bfhd.wa.gov
b. For COUNTIES:

Name: Darryl Banks, Administrator
Address: 5606 W. Canal Pl., Ste. 106
         Kennewick, WA 99336
Phone: (509) 222-2316
Email: Darryl.Banks@co.benton.wa.us

5. **COMPENSATION**

a. Registered Nursing services at $80.00 per hour.

b. On-site after hour registered nurse coverage after 5:00 p.m., Monday through Friday, weekend or holiday at $120.00 per hour.

c. Nursing Supervisor services at $80.00 per hour.

d. Health Officer/Physician services at $150.00 per hour.

e. Evening/Weekend On-Call Services at $37.50 per fifteen (15) minutes, with a fifteen (15) minute minimum. Calls resulting from on-call service shall be rounded to the nearest fifteen (15) minutes based on the actual number of minutes per call plus time spent on any related follow up activities requested of the nurse. CONTRACTOR invoices shall include the date, time and topic of call with the accompanying backup documentation that indicates the parties involved in the call.

f. Nursing phone consultation performed during normal business hours but outside of the regularly scheduled office hours, as agreed upon by both parties, will be charged at the regular RN hourly rate.

g. Insurance premium for the period of September 1, 2019 through August 31, 2020, is $29,603.75 and shall be reimbursed to CONTRACTOR during the first billing cycle of the Contract. The period of September 1, 2020 through December 31, 2020 insurance premium shall be reimbursed to the CONTRACTOR on a monthly basis (See Addendum C). Any insurance costs that the CONTRACTOR must incur above and beyond its current coverage for this specific scope of work, whether due to contractual obligations, or underwriter limitations will be reimbursed by the COUNTIES in full upon receipt of an invoice from the district with documentation of actual costs.
h. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed Three Hundred Thousand Dollars ($300,000.00).

i. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

j. The CONTRACTOR may, submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

k. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.

l. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTIES, the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

m. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

n. Monthly invoices should be submitted within thirty (30) days of end of each month to Benton-Franklin Counties Juvenile Justice Center, attention: Shela Berry, Administrative Services Manager, or Crystal Garcia, Accounting Assistant II, 5606 West Canal Place, Suite 106, Kennewick, WA 99336. Invoices may also be given electronically via e-mail to Shela.Berry@co.benton.wa.us and jjc.payables@co.benton.wa.us.
6. **AMENDMENTS AND CHANGES IN WORK**

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.

b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTIES.

7. **HOLD HARMLESS AND INDEMNIFICATION**

a. CONTRACTOR agrees to indemnify and hold harmless the COUNTIES, their officials, agents, and employees, from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of CONTRACTOR, its agents, employees, or independent contractors, in connection with the performance or non-performance of its duties under this CONTRACT, provided, however, that CONTRACTOR shall have no duty or obligation to indemnify the COUNTIES for any claims, losses, damages, lawsuits, costs, judgments or expenses arising out of or resulting from: (1) any negligent or intentional act or acts or other omission(s) attributable to the COUNTIES, their employees and/or their agents, other than CONTRACTOR; (2) any act, conduct, misconduct or omission of the COUNTIES, their employees and/or their agents, other than CONTRACTOR, arising out of the provision of mental health services or any failure to provide such services by the COUNTIES and/or their agents or contractors; (3) the COUNTIES and/or their employees, preventing juveniles from receiving medical care ordered by CONTRACTOR or its agents; or (4) failure by the COUNTIES or their employees, to exercise good judgment in promptly presenting an ill or injured juvenile to CONTRACTOR for treatment. The COUNTIES agree to promptly notify CONTRACTOR in writing of any claim for damages or lawsuit of which they become aware involving CONTRACTOR’S services under this Agreement and shall fully cooperate in the defense of such claim or lawsuit. The COUNTIES agree that CONTRACTOR’S
indemnification and defense obligations do not apply for any costs or expenses, including attorney’s fees or settlements, incurred or effected prior to written notice to CONTRACTOR as set forth above. Upon written notice of claim, CONTRACTOR shall take all steps necessary to promptly defend and protect the COUNTIES, their officials, agents and employees, from an indemnified claim, including retention of defense counsel, and CONTRACTOR shall retain sole control of the defense while the action is pending, to the extent allowed by law.

b. In any and all claims against the COUNTIES, their officials, employees and agents, by any employee of CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that CONTRACTOR expressly waives any immunity CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington provided, however, CONTRACTOR'S waiver under this section does not apply with respect to any claims by CONTRACTOR' S employees directly against CONTRACTOR. By executing this AGREEMENT, CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract CONTRACTOR makes with any subcontractor or agent performing work hereunder.

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. **HIPAA (Health Insurance Portability and Accountability Act)**

CONTRACTOR and the COUNTIES, and their employees, agents and subcontractors, shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this AGREEMENT. The COUNTIES shall indemnify and hold harmless CONTRACTOR from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the COUNTIES, their
employees, agents and subcontractors, unless such claims are proven to be caused by the negligence or willful misconduct of CONTRACTOR or CONTRACTOR'S employees, agents or subcontractors.

9. **INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars ($1,000,000) each claim and in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. The CONTRACTOR shall annually provide the COUNTIES with proof of all such insurance.

b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the
COUNTIES for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTIES incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTIES. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES to CONTRACTOR for performance of this Contract.

c. Commercial General Liability and Employers Liability Insurance: Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTIES and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR’S commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTIES.

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 6. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the
first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

e. **Other Insurance Provisions:**

1. The CONTRACTOR’S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES or its elected and appointed officers, officials, employees, or agents. CONTRACTOR’S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTIES shall be excess and not contributory to CONTRACTOR’S insurance policies.

2. The CONTRACTOR’S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR’S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR’S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.
f. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best’s Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTIES and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTIES' Contract Representative referenced in Section 4.

3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager and Franklin County Risk Manager at the following addresses: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336; Franklin County Risk Manager, 1016 N. 4th Ave., Pasco, WA 99301.

10. **TERMINATION**

a. Except as otherwise provided in this Contract, either party may terminate or suspend this Contract for convenience by providing at least sixty (60) days advance written notice to
the other party. In that event, the COUNTIES shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTIES to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed, however work performed by CONTRACTOR prior to notification of termination shall be paid in full by COUNTIES.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTIES, the COUNTIES may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTIES shall pay the CONTRACTOR only for the costs of services accepted by the COUNTIES, in accordance with the Compensation Section of this Contract.

11. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTIES.

b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

12. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of
this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

13. **INDEPENDENT CONTRACTOR**

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 4 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTIES benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTIES employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTIES.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES' Contract Representative, or designee.

14. **COMPLIANCE WITH LAWS**

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

15. **OTHER PROVISIONS**

The CONTRACTOR shall comply with the following other provisions for all services provided under this Contract.
a. Background Check/Criminal History

1. CONTRACTOR shall authorize COUNTIES to conduct a background check of the CONTRACTOR. The background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Criminal Information Computer (NCIC) and Interstate Identification Index (III), local law enforcement agencies, the Department of Licensing, courts of law, and other agencies, and also may, depending upon assignment of CONTRACTOR, involve fingerprinting.

2. In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the CONTRACTOR shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.

3. In addition, the CONTRACTOR may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

b. Sexual Misconduct

1. The CONTRACTOR shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.

2. The CONTRACTOR shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

16. **INSPECTION OF BOOKS AND RECORDS**

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTIES upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or
expiration.

17. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

18. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTIES agree that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTIES upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTIES.

19. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTIES and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTIES, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTIES of any notice of such claim.

20. DISPUTES

Disputes between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTIES at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.
Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTIES' Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTIES' Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

21. **CONFIDENTIALITY**

The CONTRACTOR and its employees, subcontractors, and subcontractors’ employees shall maintain the confidentiality of all information provided by the COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent of the COUNTIES or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

The COUNTY, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the CONTRACTOR or acquired by the CONTRACTOR in performance of this Contract, except upon the prior written consent of the CONTRACTOR as required by RCW 42.56 et. Seq., or by an order entered by a court of competent jurisdiction. The COUNTY shall promptly give the CONTRACTOR written notice of any judicial proceeding seeking disclosure of such information.

22. **CHOICE OF LAW, JURISDICTION, AND VENUE**

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton and Franklin Counties, Washington.

23. **SUCCESSORS AND ASSIGNS**

The COUNTIES, to the extent permitted by law, and the CONTRACTOR each bind themselves and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.
24. **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

25. **ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

26. **NOTICES**

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives’ e-mail addresses identified in Section 4 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the second working day.

27. **SURVIVABILITY**

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 8 and 1); extended reporting period requirements for professional liability insurance (Section 9(a)); inspection and keeping of records and books (Section 16); litigation hold notice (Section 28); Public Records Act (Section 29); and confidentiality (Section 21).
28. **LITIGATION HOLD NOTICE**

In the event the COUNTIES or CONTRACTOR learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR or COUNTIES pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTIES or CONTRACTOR may issue written notice to the other party of such circumstances and direct them to "hold" such records. In the event that CONTRACTOR or COUNTIES receive such written notice, they shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 15 of this Contract.

29. **PUBLIC RECORDS ACT**

The CONTRACTOR and COUNTIES hereby acknowledges that both are governmental entities and as such are subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, each party understands that to the extent a proper request is made, the COUNTIES and/or CONTRACTOR may be required by virtue of that Act to disclose any records related to this Contract actually in its possession. This may include records that CONTRACTOR or COUNTIES regard as confidential or proprietary. To the extent that CONTRACTOR or COUNTIES provide any records to the other party that it regards as confidential or proprietary, CONTRACTOR and COUNTIES agree to conspicuously mark the records as such. The CONTRACTOR and COUNTIES also hereby waive any and all claims or causes of action for any injury it may suffer by virtue of COUNTIES’ or CONTRACTOR’S release of records covered under the Public Records Act. The COUNTIES and CONTRACTOR agree to take all reasonable steps to notify the other party in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR or COUNTIES as confidential or proprietary, so that the other party may seek a judicial order of protection if necessary.
IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on September 1, 2019.

The parties specifically certify that the provisions contained within Section 9 are mutually negotiated.

<table>
<thead>
<tr>
<th>Benton-Franklin Health District</th>
<th>Benton Franklin Counties Juvenile Justice Center</th>
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<tbody>
<tr>
<td></td>
<td>Date</td>
</tr>
<tr>
<td>Jason Zaccaria</td>
<td>Darryl Banks</td>
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<tr>
<td>District Administrator</td>
<td>Date</td>
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<tr>
<td><strong>BENTON COUNTY APPROVAL</strong></td>
<td><strong>FRANKLIN COUNTY APPROVAL</strong></td>
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<tr>
<td>Approved as to Form:</td>
<td>Approved as to Form:</td>
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<tr>
<td>Stephen Hallstrom, Deputy Prosecuting Attorney</td>
<td>Jennifer Johnson, Civil Deputy Prosecuting Attorney</td>
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<tr>
<td>Date:</td>
<td>Date:</td>
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<td>Name:</td>
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<tr>
<td>Chairman, Board of Commissioners</td>
<td>Chairman, Board of Commissioners</td>
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<td>Date:</td>
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<tr>
<td>Element</td>
<td>Quantity</td>
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<td>----------------------------------------------</td>
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</tr>
<tr>
<td>Health Officer/Physician</td>
<td>2</td>
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<tr>
<td>Phone consultation/on-site visit as needed</td>
<td>5</td>
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<tr>
<td>Nursing Supervisor</td>
<td>4</td>
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<td>Supervision and Policy Development as needed</td>
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<td>Coverage</td>
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<td>Coverage Holiday</td>
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<td>On-site After Hours RN</td>
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<tr>
<td>Off-site Services</td>
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<tr>
<td>RN consult via telephone/video conference</td>
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<tr>
<td>Services</td>
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<td>6hrs/day, 30 hrs/week</td>
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<td>RN on-site work - weekdays - Approximately</td>
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<td>69</td>
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<td>Total number of weeks:</td>
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<tr>
<td>December 31, 2020</td>
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<tr>
<td>September 1, 2019</td>
<td></td>
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<td>Start Date:</td>
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<td>End Date:</td>
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Benton Franklin Juvenile Justice Nursing Services Proposal
August 22, 2019

RE: Professional Liability Quote (Combo - Medical Professional)

Submission Number: 208463
Company: Landmark American Insurance Company
(A.M. Best rating: A+ XIV and S&P rating: A+)
Insured: BENTON FRANKLIN HEALTH DISTRICT
KENNEWICK, WA

Professional Services: Solely as respects nursing services provided at the Benton-Franklin Counties Juvenile Justice Center only

Policy Dates: TBD

Form: RSG 51032 0515 Medical Professional Liability Coverage Part Claims Made and Reported Basis
RSG 51030 1017 Commercial General Liability Coverage Form - Claims Made and Reported

Combined Policy Aggregate: $3,000,000
Retroactive Date (PL): Policy Inception
Each Claim Limit (PL): $1,000,000
Aggregate Limit (PL): Included in Policy Aggregate
Retroactive Date (GL): Policy Inception
Occurrence Limit (GL): $1,000,000
Aggregate Limit (GL): Included in Policy Aggregate

EBL Limit (GL): Excluded
Products / Comp Operation Aggregate: Excluded

Personal Injury and Advertising Limit: $1,000,000

Medical Payments (Any one Person): $5,000
Damage to Premises Rented to $50,000
You:

Deductible
Per Claim: $25,000 Applies to Indemnity and Expense

Policy Attachments

- RSG 54169 0917 Civil Rights Violations Endorsement
- RSG 51031 0705 Common Policy Conditions
- RSG 56106 0319 Cross Coverage Exclusion - Medical
- RSG 94016 0916 Deductible Liability Insurance - Comb. Policy - Multiple Ded
- RSG 56114 0609 Exclusion - Designated Professional Services
- RSG 54025 0405 Minimum Retained Premium
- RSG 56058 0903 Nuclear Energy Liability Exclusion
- RSG 56191 0719 Opioid and Controlled Substance Exclusion
- RSG 94022 0407 Service Of Suit
- RSG 99022 0415 State Fraud Statement
- RSG 54208 0719 Supplementary Coverages Endorsement
- RSG 56121 0319 Violation of Consumer Protection Laws Exclusion
- RSG 99097 0112 Washington Surplus Lines Disclosure Notice

Terms and Conditions

Claim Expenses are within the Limits of Liability

Extended Reporting Period Options: 12, 24, or 36 months for an additional premium not to exceed 100%, 150%, or 175% of the annual / policy premium

Additional Information Required

PRIOR TO BINDING, we will require currently dated PL and GL carrier loss runs for years 2014-2019 reflecting no claims for the rest of the Insured's operations.

Terms do not cover any physicians for any direct patient care.
Premium Amount

Gross Premium: $28,500.00
Comm. %: 10%

Comments:
25% MINIMUM EARNED PREMIUM UPON BINDING.

THE PREMIUM AMOUNT DOES NOT INCLUDE SURPLUS LINES TAX.
YOUR OFFICE IS RESPONSIBLE FOR THE COLLECTION AND FILINGS.

Based on the insured mailing address we have tentatively identified the Home State as WA. If there are no exposures in WA we will identify the state with the largest exposure as the Home State.

Please read all terms and conditions shown above carefully as they may not conform to specifications shown on your submission.

This Quote is valid for 30 days or current policy expiration date.

We greatly appreciate your business.

This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, Title 48 RCW. It is not protected by any Washington state guaranty association law.

SL Broker-Chris Randall
MENICAL PROFESSIONAL LIABILITY

- RSUI is a dedicated wholesale market by choice. Our wholesale only approach preserves the compelling reason for the wholesaler to exist.
- RSUI is staffed with experienced underwriters who understand the urgency with which your quotes are needed and have authority to make decisions.
- RSUI is owned by Alleghany Corp, a publicly traded and financially sound corporation.

Enhanced Features of our Medical Professional Liability Policy

- Coverage included for Medical Directors
- Incident Sensitive Form
- Broad wording for Covered Persons and Entities including volunteers, educators, students
- 3 year Bi-Lateral Extended Reporting Period options

Optional Coverages

- Network Security and Privacy Coverage Endorsement
- Combination policy including CGU/Products Liability with ability to provide separate or combined limits
- Ability to add coverage for employed or contracted physicians, surgeons and dentists
- Additional/specified limits for Claims Expenses (Defense Costs) in addition to the Limits of Liability available
- Aggregate Deductibles
- Sublimit for Sexual Abuse Coverage
- Administrative Proceedings/Disciplinary Coverage
- Coverage for Independent Contractors is available

Additional Advantages

Landmark American Insurance Company, A.M. Best Rated A XIII
Limits Capacity of $10,000,000
Primary or Excess Capability
Competitive Minimum Premiums
Highest Service Standards in the Industry
Dedicated in-house claims professionals

NOTE: Please refer to the policy for a complete description of coverage, exclusions, terms and conditions.