

WHATCOM COUNTY:

Recommended for Approval:

[Signature] 11/21/19
Sheriff Bill Elfo Date

Approved as to form:

[Signature] 11/21/19
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: [Signature]
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 21st day of Dec, 2019, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham. My commission expires 05-25-2023



CONTRACTOR INFORMATION:

Northwest Regional Council
Dan Murphy, Executive Director
Address:
600 Lakeway Drive, Suite 100
Bellingham, WA 98225
Mailing Address:
Same as above
Contact Phone: 360-676-6749
Contact Fax: 360-738-2451
Contact Email: MurphyDK@dshs.wa.gov

GENERAL CONDITIONS

Scope of Services:

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

Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract 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, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. 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.

Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

Termination for Public Convenience:

The County may terminate the Agreement 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 Agreement 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 breach of contract by the County.

Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims 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, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

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 withhold 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.

Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer 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 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer 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 of this Agreement. The County may act in accordance with any determination of the Administrative Officer 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.

Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

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 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 employees of the County. 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 because of breach of the provisions of this paragraph.

Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. 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 County.

No Guarantee of Employment:

The performance of all or part of this contract 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 of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County.

Ownership of Items Produced:

When the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

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 County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County 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.

Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. 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 three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

Proof of Insurance:

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

1. Commercial General Liability

- a. Property Damage - \$ 500,000.00, per occurrence
- b. General Liability & Bodily Injury- \$1,000,000.00, per occurrence
\$3,000,000 - Minimum, Annual Aggregate

2. Business Automobile Liability

\$1,000,000.00 Minimum, per occurrence
\$2,000,000.00 Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. Professional Liability - \$1,000,000 per occurrence:

Obtain professional liability insurance covering the negligent acts, errors, or omissions of the professional in connection with the performance of services to the County. If the professional liability insurance is a claims made policy, it will require a minimum of three years tail coverage, or, should the Contractor discontinue coverage either during the term of this contract or within three years of completion, the Contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

4. Additional Insurance Requirements and Provisions

- a. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater. Contractor's insurance shall be primary and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention, or insurance pooling maintained or participated in by the County shall be excess and not contributory to such insurance policies. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract.
- b. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsement(s) required in this contract to the County prior to the commencement of any work on the contracted project.
- c. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's strict compliance with all insurance requirements.
- d. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractor's employees, agents, and volunteers eligible for such coverage under the Industrial Insurance Act.
- e. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

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 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 of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

Mutual Indemnity:

To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the parties, negligent or otherwise, each party shall pay its proportionate share of any damages awarded based upon comparative liability. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

Survival of indemnity obligations:

The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

Administration of Contract:

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. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Wendy Jones, Chief Corrections Deputy
Whatcom County Sheriff's Office/Corrections Bureau
311 Grand Ave.
Bellingham, WA 98225

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 County's Administrative Officer under this Agreement. Notice to the Contractor for

all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

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 of this contract are declared severable.

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 contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

Disputes:

- a. General:
Differences between the Contractor and the County, arising under and by virtue of the 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 Administrative Officer 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 Administrative Officer 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 ten (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 thirty (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.

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, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)

I. CONTRACTOR RESPONSIBILITIES:

The Contractor shall:

1. Supervise and coordinate a team of health care professionals to provide health care to the inmates at the Whatcom County Jail and Work Center and detainees in Juvenile Detention. Hours for Juvenile Detention will be on an as needed basis, and will flex depending on acuity and number of juvenile offenders, and may, at times, require additional nursing resources.
2. Services for all three locations will include direct nursing, medication delivery, administrative and limited quality assurance services.
3. Review and follow-up on health receiving/screening information taken at booking by corrections staff. The JHP staff may be available to provide a second level health screen at the time of booking as necessary and as scheduled during the hours provided herein for JHP services.
4. Take health histories of those inmates in need of medical attention; obtain orders for medications for continuing care in the jail setting; suggest special housing arrangements and determine other therapeutic needs of the inmate. The JHP and Corrections Department staff shall work together to meet each inmate's medical needs.
5. Offer a screening physical examination to inmates prior to, or on, their 14th day of consecutive incarceration. Inmates will be offered an additional screening physical examination after every consecutive 12 months of incarceration.
6. Respond to inmates' written request for medical attention within 1 working day.
7. Refer inmates in need of medical or psychiatric treatment to the appropriate resource or facility. These include: jail physicians, nurse practitioner, jail dentist, jail psychiatrist, jail mental health professionals (MHP), St. Joseph Hospital Emergency Department, Designated Crises Responder (DCR), or other community resources.
8. Coordinate and schedule jail health care services including clinics conducted by the nurse, physician, psychiatrist, dentist and nurse practitioners.
9. Screen inmates for tuberculosis, as indicated, and refer those with positive results to the Whatcom County Health Department.
10. Work cooperatively with the Whatcom County Health Department to identify, treat and manage communicable diseases, including, but not limited to; notification of all reportable conditions as soon as they are identified, facilitation of identification of potential contacts, assist in testing, coordinating treatment.
11. Screen inmates to determine need for HIV testing, counseling and STD testing, at the 14 day screening physical exam.
12. Maintain a confidential medical record for all inmates treated by the JHP. JHP staff shall augment these records with information from outside providers when necessary.
13. Maintain a manual of health care policies and procedures and treatment guidelines for nurses and medical assistants.
14. Review the jail first aid policies and procedures when requested.
15. Arrange for safe delivery, storage and administration of medications. This shall include making available prescription and non-prescription medication for delivery to inmates. The JHP staff and the Corrections Department share responsibility in providing a medication delivery system.
16. Participate in the orientation of new Corrections Department staff to the JHP and medication administration policies and procedures. Additional in-service education shall be provided to the Corrections Department staff by the JHP staff on issues involving inmate health care as requested. This will include duties associated with the health care liaison position for all corrections sergeants.

17. Arrange for monthly medical peer review, nursing quality assurance audit, medication system audit and controlled drug count.
18. Provide JHP services seven days per week, from 7:00 AM to 9:00 PM, including legal holidays. Provided JHP services on Saturday and Sunday are restricted to the main jail, limited clinic services and medication delivery. Nurse's clinic services for the Work Center are Tuesday through Friday, 4-6 hours a day, on a flexible schedule to accommodate the need. This schedule may be adjusted by mutual agreement between the Corrections Department and the Contractor.
19. Upon request, provide the Corrections Department with a copy of an inmate's medical record to be transferred with the inmate to a receiving institution.
20. Be administratively responsible to the Administrative Physician and the Contractor's designated manager. The nurses are subject to all of the Contractor's personnel procedures. The Contractor shall provide ongoing in-service education and other continuing education to the JHP staff.
21. Arrange for all contract staff to be processed for the Jail and Jail Work Center security clearance prior to regular access to any County Corrections Facility.
22. Arrange the quarterly administrative meetings between the JHP staff, jail staff, chief of corrections, corrections lieutenants, sheriff, physicians, dentists, mental health practitioners, pharmacists and provide documentation of these meetings.
23. Prepare an annual statistical report of services rendered.
24. Assist the Corrections staff in meeting the established standards for Health Services for Jails put forth by the National Commission on Correctional Health Care (NCCHC) in order to maintain the jail's accreditation by the NCCHC.
25. If deemed necessary, utilize some of Juvenile Detention's hours providing that the hours are not needed by Juvenile Detention and that the combined annual maximum compensation is not exceeded. There must also be sufficient funds allocated in the Corrections budget.
26. Provide a Navigator/Care Coordinator position (dependent upon funding – see Compensation page 11, #5) to help in several areas, including but not limited to complex offenders, the Medication Assisted Treatment (MAT) Program and seriously mentally ill offenders and offenders with illness in multiple areas.

II. CORRECTIONS DEPARTMENT STAFF RESPONSIBILITIES:

The Corrections Bureau staff shall:

1. Provide initial health receiving/screening as the inmate is booked into jail and forward this information to the JHP staff for follow up.
2. Determine if an inmate's request for medical attention is of an emergent nature. Arrange for further medical triage or emergency care through the JHP staff or St. Joseph Hospital Emergency Department. Non-emergent request for health care shall be forwarded directly to the JHP staff.
3. Deliver medications per instructions from the jail health care staff or other qualified medical personnel.
4. Provide transportation of inmates and their medical records to outside facilities when requested by a practitioner or the JHP staff.
5. Notify the JHP staff when an inmate with significant health care needs is transferred to another institution. The JHP staff shall prepare a copy of the inmate's medical records, documentation of current medications, and other information that shall facilitate the continuity of health care between institutions. If JHP staff is not on duty, the Corrections Bureau staff shall copy and send these documents.
6. Provide names of inmates who have been incarcerated for more than fourteen (14) days due to health care staff for a health screening exam.
7. Provide timely escort of inmates within the jail to promote the smooth operation of various practitioner clinics.

8. Provide security stand-by for inmates needing additional supervision.
9. Forward copies of reports detailing information that may affect inmate's healthcare to JHP staff.
10. Employ the jail physician and provide oversight and supervision to him/her, who shall supervise the provision of medical services by medical staff.

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EXHIBIT "B"
(COMPENSATION)

1. As consideration for the services provided and described in this agreement, the County agrees to reimburse the Contractor upon submission of an itemized bill for services rendered at the end of each month.
2. The Jail and Work Center will be billed at the rate of \$55.31 per hour for each hour worked by each JHP staff member. The total number of hours worked will not exceed 25,581. The total annual compensation will not exceed \$1,414,885.11.
3. Juvenile Detention will be billed a flat rate per month of \$3,468.00, with an annual maximum compensation of \$41,616.00.
4. The combined maximum annual compensation for the Jail, Work Center and Juvenile Detention will not exceed ONE MILLION, FOUR HUNDRED AND FIFTY SIX THOUSAND, FIVE HUNDRED AND ONE DOLLARS AND ELEVEN CENTS (\$1,456,501.11).
5. NWRC may add a Navigator/Care Coordinator position to the services for the Jail and Work Center PROVIDED sufficient funds are acquired within the 2020 Corrections budget allocation. The Navigator position will work a maximum of 1,986 hours at the rate of \$58.65 per hour for a total maximum annual amount of \$116,479.00. This would be in addition to the combined annual amount for the Jail Work Center and Juvenile Detention listed above.
6. The Contractor shall invoice Whatcom County Jail/Work Center and Juvenile Detention separately as follows:

Whatcom County Sheriff's Office/Corrections Bureau
Attn: Laurie Reid, Jail Administration
311 Grand Avenue
Bellingham, WA 98225

Whatcom County Juvenile Detention
Attn: Kim Burke
311 Grand Avenue
Bellingham, WA 98225

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CERTIFICATE OF LIABILITY INSURANCE

Exhibit "C"

DATE (MM/DD/YYYY)

10/9/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Northwest LLC 110 Unity Street Bellingham WA 98225	CONTACT NAME: PHONE (A/C, No, Ext): 360-647-9000 FAX (A/C, No): 360-734-8496 E-MAIL ADDRESS: now.bellinghaminfo@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED NORTH27 Northwest Regional Council 600 Lakeway Dr, Suite 100 Bellingham WA 98225-5236	INSURER A: American States Insurance Company NAIC # 19704	
	INSURER B: General Insurance Company of America 24732	
	INSURER C: First National Insurance Company of America 24724	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 1194361803** **REVISION NUMBER:**

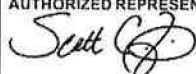
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	25CC40490810	10/10/2019	10/10/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
C	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			25CC40490810	10/10/2019	10/10/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			01SU43727910	10/10/2019	10/10/2020	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	25CC40490810	10/10/2019	10/10/2020	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Stop Gap	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 3,000,000
B	Professional Liability			HCM7745107J	10/10/2019	10/10/2020	Each Claim Aggregate	1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Per policy forms and conditions: Liability Plus Endorsement form CG 76 35 02 07.
Whatcom County, its elected officers and employees are included.

CERTIFICATE HOLDER

CANCELLATION

Whatcom County Sheriff's Office 311 Grand Ave Bellingham WA 98225	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**WHATCOM COUNTY
SHERIFF'S OFFICE**

BILL ELFO
SHERIFF



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4038
(360) 778-6600

RECEIVED

NOV 27 2019

**JACK LOUWS
COUNTY EXECUTIVE**

MEMORANDUM

TO: Jack Louws, County Executive
FROM: Bill Elfo, Sheriff
RE: Contract for Nursing Services with Northwest Regional Council
DATE: November 21, 2019

Enclosed are two (2) originals of a Contract between Whatcom County and Northwest Regional Council (NWRC) for Nursing Services in the Jail for your review and signature.

▪ **Background and Purpose**

NWRC was awarded the bid for Nursing Services via the RFP process for 2020. They have provided us with Nursing Services since December of 2013. Included in this Contract are the Main Jail, the Work Center and Juvenile Detention.

▪ **Funding Amount and Source**

Funding for the Jail and Work Center will come from the approved 2020 Corrections Bureau budget with a maximum annual compensation of \$1,414,885.11 (\$55.31 per hour, 25,581 hours). Juvenile Detention's funding comes from their budget with a maximum annual compensation of \$41,616.00 (\$3,468.00 per month). The total combined annual compensation will not exceed \$1,456,501.11.

▪ **Differences from Previous Contract**

The per hour amount for the Jail will decreased by 0.65 cents but the number of hours worked will increase by 2,127. This is an increase of \$102,399.27 from last year. Juvenile Detention's amount remains the same.

Please contact Wendy Jones x6505 if you have any questions or concerns regarding this agreement.

Encl. (2)