**TITLE OF DOCUMENT:**

Contract between Whatcom County and Shawna Bosman, ARNP

**ATTACHMENTS:**

1.

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

The purpose of this Contract is to ensure effective nursing services to complement the other medical services to the youth detained in Juvenile Detention.

Currently, Juvenile Detention uses an RN from the jail. However, there are limits to their job. Shawna, an Advanced Registered Nurse Practitioner will be able to close the gap in our services. She will be able to work alongside the RN by prescribing any medications that are needed or maintain the youth on their medications while in custody.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

201602032

**Related File Numbers:**

**Ordinance or Resolution Number:**

V2.0
MEMORANDUM

TO: Jack Louws, County Executive

FROM: Robin Fjellman, Juvenile Detention Manager

RE: Contract between Whatcom County and Shawna Bosman, ARNP

DATE: 2/8/2016

Enclosed are two (2) originals of a Contract between Whatcom County and Shawna Bosman, ARNP for your review and signature.

▪ **Background and Purpose**
Shawna Bosman served as our Nurse Practitioner in 2015. This position provides a cost effective service to the complement the other medical services to the youth detained in Juvenile Detention. Shawna also has served as the ARNP for the Jail the past 7 years.

▪ **Funding Amount and Source**
$25,000 has been appropriated fin the 2016 budget cost center 1970.6610

▪ **Differences from Previous Contract**
This is a new Contract

Please contact Robin Fjellman at extension 5498, if you have any questions or concerns regarding the terms of this agreement.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Superior Court</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program/Project:</td>
<td>Juvenile Detention</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Robin Fjellman</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Shawna Bosman, ARNP</td>
</tr>
</tbody>
</table>

Is this a New Contract? Yes [x] No [ ]

If not, is this an Amendment or Renewal to an Existing Contract? Yes [x] No [ ]

If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: [ ]

Does contract require Council Approval? Yes [ ] No [x]

If No, include WCC: [ ]

(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes [ ] No [x]

If yes, grantor agency contract number(s): [ ]

CFDA#: [ ]

Is this contract grant funded? Yes [ ] No [x]

If yes, Whatcom County grant contract number(s): [ ]

Is this the result of a RFP or Bid process? Yes [ ] No [x]

If yes, RFP and Bid number(s): [ ]

Cost Center: 1970.6610

Is this agreement excluded from E-Verify? Yes [x] No [ ]

If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional.
- Contract work is for less than $100,000.
- Contract work is for less than 120 days.
- Interlocal Agreement (between Governments).
- Contract for Commercial off the shelf items (COTS).
- Work related subcontract less than $25,000.
- Public Works - Local Agency/Federally Funded FHWA.

**Contract Amount:** (sum of original contract amount and any prior amendments):

$ 25,000.00

This Amendment Amount:

$ [ ]

Total Amended Amount:

$ [ ]

Contracts that require Council Approval (incl. agenda bill & memo)

- Professional Services Agreement above $20,000.
- Bid is more than $50,000.
- Professional Service Contract Amendments that have an increase greater than $20,000 and other contracts with a cumulative increase greater than $50,000.

**RENEWALS:** Council approval is not required when exercising an option to renew that is provided in the original contract.

Summary of Scope: Shawna Bosman, ARNP conducts sick call 2 days per week and provides services in examination, diagnosis, prescription of appropriate treatment of detained youth in Juvenile Detention. This agreement provides that the Nurse Practitioner also record history and physical findings, and work closely with the Juvenile Detention team to accommodate youth’s medical needs.

**Term of Contract:** 1 year with 4 renewals

**Expiration Date:** 12/31/2016

**Contract Routing:**

1. Prepared by: Robin Fjellman [ ]
   Date: [ ]

2. Attorney signoff: [ ]
   Date: [ ]

3. AS Finance reviewed: [ ]
   Date: [ ]

4. IT reviewed (if IT related): [ ]
   Date: [ ]

5. Contractor signed: [ ]
   Date: [ ]

6. Submitted to Exec.: [ ]
   Date: [ ]

7. Council approved (if necessary): [ ]
   Date: [ ]

8. Executive signed: [ ]
   Date: [ ]

9. Original to Council: [ ]
   Date: [ ]

Last edited 10/01/15
CONTRACT FOR SERVICES AGREEMENT
Contract Between Whatcom County and Shawna Bosman, ARNP

Shawna Bosman, Advanced Registered Nurse Practitioner (ARNP), hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 7,
Exhibit A (Scope of Work), pp. 8 to 9,
Exhibit B (Compensation), pp. 10 to 10,
Exhibit C (Certificate of Insurance).

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1st day of January 2016, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December 2016, regardless of the date signed.

The general purpose or objective of this Agreement is to: provide Advanced Registered Nurse Services to detained youth in Juvenile Detention, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed $25,000.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 21st day of January 2016.

CONTRACTOR:
Advanced Registered Nurse Practitioner

Shawna Bosman, ARNP

STATE OF WASHINGTON
COUNTY OF WHATCOM ss.

On this 21st day of January 2016 before me personally appeared SHAWNA Bosman to me known to be the ARNP (title) of (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Barbara V. Plumb
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham. My commission expires 11-09-18.
WHATCOM COUNTY:
Recommended for Approval:

Department Director [Signature] [Date]

Approved as to form:

Prosecuting Attorney [Signature] [Date]

Approved:
Accepted for Whatcom County:

By: ____________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON
COUNTY OF WHATCOM

On this _____ day of __________, 20___ 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.

NOTARY PUBLIC in and for the State of Washington, residing at
My commission expires __________.

CONTRACTOR INFORMATION:

________________________
Shawna Bosman, ARNP

Address:
1650 Van Dyk Rd.
Lynden, WA 98264

Mailing Address:
Same

Contact Name: Shawna Bosman, ARNP

Contact Phone: 360-357-8209*
375-8775

Contact Email: shawnabosman@hotmail.com
GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 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.

Series 10-19: Provisions Related to Term and Termination

10.1 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.

10.2 Extension: Not Applicable

11.1 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.

11.2 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.

11.3 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.

Series 20-29: Provisions Related to Consideration and Payments

20.1 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."

21.1 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.

22.1 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.

23.1 Labor Standards: Not Applicable

Series 30-39: Provisions Related to Administration of Agreement

30.1 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.

30.2 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.
30.3 **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.

31.2 **Patent/Copyright Infringement:** Not Applicable

32.1 **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.

33.1 **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.

34.1 **Proof of Insurance:**
The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:
- Property Damage per occurrence - $500,000.00 (this amount may vary with circumstances)
- General Liability & Property Damage for bodily injury- $1,000,000.00 (this amount may vary with circumstances)

A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit “C”. This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

a. **Professional Liability - $1,000,000 per occurrence:**
If the professional liability insurance is a claims made policy, and 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.

Professional Liability - $1,000,000. per occurrence (this amount may vary with circumstances)

34.2 **Industrial Insurance Waiver:** Not Applicable

34.3 **Defense & Indemnity Agreement:**
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys’ fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.
It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 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.

35.2 Non-Discrimination in Client Services: Not Applicable

36.1 Waiver of Noncompetition: Not Applicable

36.2 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.

37.1 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:

Insert here (name, job title, work address)

37.2 Notice: Not Applicable

38.1 Certification of Public Works Contractor's Status under State Law: Not Applicable

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: Not Applicable

38.3 E-Verify: Not Applicable

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:
Contract for Services Agreement
Shawna Bosman.2016 Contract Page 6

v2.0
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.

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

41.1 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.

41.2 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.

42.1 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.

d. Arbitration: Not Applicable

43.1 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.

44.1 Survival: Not Applicable

45.1 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"
SCOPES OF WORK

Nurse Practitioner duties will include:

Review booking information, including health history and current medication use of newly detained youth.

Communicate as necessary with the youth's primary medical provider regarding pertinent past medical history and current medication.

Approve medications to be continued in the facility.

Confer with detention officers regarding the health of detained youth and the need to see any youth on an urgent basis.

Assess, diagnose, and treat as medically indicated any youth who request sick call, has noted an acute or chronic medical problem requiring evaluation or medication on the booking health screen record, has been referred for evaluation by detention or probation staff or the youth's parent.

Make written or verbal referral to outside medical or dental services. Notify Detention Manager regarding any outside referrals.

Inform detention staff about medical treatment that will involve them or restrict the youth's activity.

Consult with the Health Officer of Whatcom County Health and Human Services regarding any significant communicable disease outbreak or other serious concerns.

Prepares exam room for daily clinics. Cleans room at end of day. Keeps clinic area clean and organized.

Monitors quality of sterilizing process and sets up trays for exams.

Prepares patients and assists with exams including pelvic exams and medical tests. Interviews clients and records current symptoms and past STD history on medical records.

Collects, labels and prepares specimens for transport, including performing venous and capillary invasive procedures for blood withdrawal. May perform venipuncture. Appropriately stores specimens awaiting transport.

Performs intradermal, subcutaneous, intravenous and intramuscular injections of therapeutic agents or diagnostic agents and administers skin tests under the supervision of a health care practitioner. Administers and reads Tuberculosis (PPD) skin tests on juvenile detention clients and refers positive results to the TB clinic nurse in the Health Department.

Pulls and prepares medical records for clinic including filling in the names and dates. Interviews clients to obtain relevant history and records on medical record.

Maintains medical documentation. Writes medication cards and reviews cards to determine if there are missed or refused doses.

Review reported Medication Concerns.

Proof of License

The Contractor will provide a copy of their Advance Nurse Practitioner License to be kept on file at the Whatcom County Detention Facility. Contractor will provide any and all updated copies of proof of license as specified in Washington State Law.
I. Budget and Funding

1. The Contractor shall provide the County an itemized bill for services rendered at the end of each month.

2. Visits shall be itemized by the day and time. Each session will be billed at a minimum one hour of service at $125.00 for the first hour or any part thereof. Time in excess of one hour will be billed in increments of one half hour at $62.50 per each half hour, or part thereof.
**Certificate of Insurance**

**Policy Period:**
From 02/07/15 to 02/07/16 at 12:01 AM Standard Time

**Program Administered by:**
Nurses Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-800-247-1500
www.nso.com

**Insurance is provided by:**
American Casualty Company of Reading, Pennsylvania
333 South Wabash Avenue Chicago, Illinois 60604

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**PRODUCER | BRANCH | PREFIX | POLICY NUMBER**
---|---|---|---
018098 | 970 | HPG | 0583437882-8

**Named Insured**
Shawna K Bosman
1650 Van Dyk Rd
Lynden, WA 98264-9206

**Medical Specialty**
- Pediatric/Neonatal/Family Practice Nurse Practitioner
- Registered Nurse

**Medical Specialty Code**
- 80965
- 80964

**Professional Liability**
- $1,000,000 each claim
- $6,000,000 aggregate

- Your professional liability limits shown above include the following:
  - Good Samaritan Liability
  - Malplacement Liability
  - Personal Injury Liability
  - Sexual Misconduct included in the PL limit shown above subject to $25,000 aggregate sublimit

**Coverage Extensions**

<table>
<thead>
<tr>
<th>Coverage Extension</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>License Protection</td>
<td>$ 25,000 per proceeding</td>
</tr>
<tr>
<td>Defendant Expense Benefit</td>
<td>$ 25,000 aggregate</td>
</tr>
<tr>
<td>Deposition Representation</td>
<td>$ 10,000 per deposition</td>
</tr>
<tr>
<td>Assault</td>
<td>$ 10,000 aggregate</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>$ 25,000 per incident</td>
</tr>
<tr>
<td>First Aid</td>
<td>$ 25,000 aggregate</td>
</tr>
<tr>
<td>Damage to Property of Others</td>
<td>$ 10,000 per incident</td>
</tr>
<tr>
<td>Information Privacy (HIPAA) Fines &amp; Penalties</td>
<td>$ 10,000 aggregate</td>
</tr>
<tr>
<td>Workplace Liability</td>
<td>Included in Professional Liability Limit shown above</td>
</tr>
<tr>
<td>Fire and Water Legal Liability</td>
<td>Included in the PL limit above subject to $150,000 aggregate sublimit</td>
</tr>
<tr>
<td>Personal Liability</td>
<td>$1,000,000 aggregate</td>
</tr>
</tbody>
</table>

**Total: $1,804.00**

Premium reflects employed, full-time rate.

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**Policy Forms & Endorsements**
(Please see attached list for a general description of many common policy forms and endorsements.)


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Chairman of the Board

Secretary

Keep this Certificate of Insurance in a safe place. This Certificate of Insurance and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.