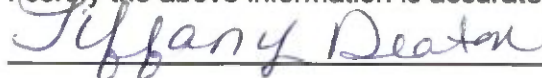


# Agenda Summary Report (ASR)

## Franklin County Board of Commissioners

<b>DATE SUBMITTED:</b> 01/28/2020	<b>PREPARED BY:</b> Tiffany Deaton
<b>Meeting Date Requested:</b> 02/04/2020	<b>PRESENTED BY:</b> Tiffany Deaton
<b>ITEM:</b> (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
<b>SUBJECT:</b> Resolution & Personal Services Contract for Regional Toxicology Services, LLC d/b/a Cordant Health Solutions	
<b>FISCAL IMPACT:</b> Funds are available with the Superior Court Budget line items for contract services and professional services.	
<b>BACKGROUND:</b>  In the past, Benton and Franklin Counties entered into Bi-County Resolutions and Personal Service Contracts with Redwood Toxicology (Benton Res 2019-168/ Franklin Res 2019-059) to provide urinalysis testing to Juveniles and Adults required to provide urinalysis as part of their participation in Adult and Juvenile Drug Courts. The Superior Court Administrator, Tiffany Deaton and the Juvenile Justice Administrator, Darryl Banks, have determined that it is no longer necessary for Benton and Franklin Counties Adult and Juvenile Drug Courts to combine their Personal Service Contracts. The Superior Court Administrator, Tiffany Deaton has further determined that Redwood Toxicology is no longer the best contractor to support the needs of the Benton and Franklin Counties Adult Drug Court. A Personal Services Contract with Regional Toxicology Services, LLC d/b/a Cordant Health Solutions would be more efficient in meeting the day to day needs of Adult Drug Court while reducing costs for these required services.	
<b>RECOMMENDATION:</b> The Court recommends approval of the Resolution and Contract effective February 1, 2020 through December 31, 2020.	
<b>COORDINATION:</b> Tiffany Deaton, Superior Court Administrator Jennifer Johnson, FC Prosecutor's Office has signed the attached Contract	
<b>ATTACHMENTS:</b> (Documents you are submitting to the Board) Resolution & Personal Services Contract for Regional Toxicology Services, LLC d/b/a Cordant Health Solutions	
<b>HANDLING / ROUTING:</b> (2) Originals to be signed and returned to Tiffany Deaton to hand-deliver to Benton County Commissioners' Office.	

I certify the above information is accurate and complete.



Tiffany Deaton, Court Administrator

**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 REGIONAL TOXICOLOGY SERVICES, LLC d/b/a CORDANT HEALTH SOLUTIONS A PERSONAL SERVICES CONTRACT TO PROVIDE URINALYSIS TESTING TO ADULTS REQUIRED TO PROVIDE URINALYSIS.**

**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 Benton-Franklin Counties Superior Court Administrator recommends entering into a Personal Services Contract with Regional Toxicology Services, LLC d/b/a Cordant Health Solutions; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington the Boards concur with the Superior Court Administrator's recommendation and hereby awards the Personal Service Contract to Regional Toxicology Services, LLC d/b/a Cordant Health Solutions in an amount not to exceed \$50,000.00; and

**BE IT FURTHER RESOLVED**, that the Chairman is authorized to sign the attached Personal Service Contract; and

**BE IT FURTHER RESOLVED**, the term of the attached Contract commences February 1, 2020 by the Counties and expires on December 31, 2020.

**DATED this \_\_\_\_ day of \_\_\_\_\_ 2020**  
**BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED this \_\_\_\_ day of \_\_\_\_\_ 2020**  
**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman Pro Tem

\_\_\_\_\_  
Chairman Pro Tem

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

**Prepared by: T. Deaton**

**BENTON and FRANKLIN COUNTIES  
PERSONAL 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 N. 4<sup>th</sup> Avenue, Pasco, WA 99301 (hereinafter "COUNTIES"), and Regional Toxicology Services, LLC d/b/a **Cordant Health Solutions**, with its principal offices at **12015 East 46<sup>th</sup> Ave., Suite 220, Denver, CO 80239**, (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. **Exhibit A - Scope of Services & Pricing Schedule**
- b. **EXHIBIT B - Services/Supplies Included**

**2. DURATION OF CONTRACT**

The term of this Contract shall begin on **February 1, 2020** 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**

- a. The CONTRACTOR shall provide urinalysis testing to adults required to provide urinalysis. A detailed description of the services to be performed and supplies provided by the CONTRACTOR is set forth in **Exhibit A, "Scope of Services & Pricing Schedule"** and Exhibit B, "Services/Supplies Included", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.

- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. 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 may be requested by the COUNTIES.

#### **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: Shane Brickner, National Sales Manager  
Cordant Health Solutions  
12015 East 46<sup>th</sup> Ave., Suite 220  
Denver, CO 80239  
Phone: (509) 993-8276  
Email: [SBrickner@cordanths.com](mailto:SBrickner@cordanths.com)
- b. For COUNTIES: Tiffany Deaton, Administrator  
Benton-Franklin Counties Superior Court  
7122 W. Okanogan Place, Building A  
Kennewick, WA 99336  
Phone: (509) 736-3071  
Email: [tiffany.deaton@co.benton.wa.us](mailto:tiffany.deaton@co.benton.wa.us)

#### **5. COMPENSATION**

- a. For the services performed under this Contract, the CONTRACTOR shall be paid in accordance to **Exhibit A**. A detailed description of the compensation to be paid by the COUNTIES is set forth in **Exhibit A**, which is attached hereto and incorporated herein by reference.
- b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed \$50,000.00.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

- d. The CONTRACTOR may, in accordance with **Exhibit A**, 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.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the reasonable satisfaction of the COUNTIES.
- f. 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.
- g. 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.

**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. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES and its officers, officials, employees and agents, from and against any and all third-party claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business.

Despite the above, in no event shall Contractor be obligated to indemnify defend and save harmless the Counties its officers, officials, employees, contractors, agents to the extent that any action claim or loss occurs or results, in whole or in part, from the acts or omissions of the Counties its officers, officials, employees, contractors, agents, or third parties.

- b. In any and all claims against the COUNTIES and its officers, officials, employees and agents by any employee of the CONTRACTOR, any 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 the 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 the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the 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 the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**
- 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. 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 will 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. CONTRACTOR shall annually provide 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. 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 activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. The Commercial General Liability policy covers liability assumed in an insured contract, but only to the extent that the underlying claim is covered by the policy, i.e. bodily injury and property damage as defined in the policy. 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. **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 will provide a copy of the additional insured provisions.
3. 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.
4. The CONTRACTOR shall furnish separate certificates and endorsement for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
5. 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.**
6. 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 a claims made 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. Waiver of subrogation is not available for Professional Liability policy.
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.

**e. 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 or the State of Colorado as applicable, and have a 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 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other

than Professional Liability, Auto Liability and Workmen's 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 canceled 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. Notice of cancellation will be provided by Cordant Health Solutions.

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the Counties' Contract Representative referenced in Section 4.b.
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. b.
4. The CONTRACTOR or its broker shall provide a copy of any and all Certificate of Insurance, and any endorsements specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336 or the Franklin County Risk Manager at the following address: 1016 N. 4<sup>th</sup> Ave., Pasco, WA 99301.

9. **TERMINATION**

- a. Either party may terminate this Contract upon giving thirty (30) days written notice by certified mail to the other party. In that event, the COUNTIES shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of termination 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 the COUNTIES to the CONTRACTOR. After

the effective date, no charges incurred under this Contract shall be allowed.

- 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. Upon such termination, the COUNTIES, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTIES in completing the work and all damage sustained by the COUNTIES by reason of the CONTRACTOR'S breach.

**10. 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, such consent shall not be unreasonably withheld of the COUNTIES.
- b. Notwithstanding the foregoing, Contractor may assign this Agreement without consent to its affiliate, where the assigning party must unconditionally guarantee the assignee's performance and where the Affiliate must be under the same majority ownership as the Contractor.
- c. The foregoing shall not apply to any work to be performed by an affiliate of CONTRACTOR, where affiliate means any corporation, firm, limited liability company, partnership or other entity that directly or indirectly controls or is controlled by or is under common control with CONTRACTOR.
- d. 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 CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

#### **11. 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.

#### **12. 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 5 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. 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.

#### **13. COMPLIANCE WITH LAWS**

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

#### **14. 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.

#### **15. NONDISCRIMINATION**

The CONTRACTOR and its assignees, delegates, or 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.

#### **16. OWNERSHIP OF MATERIALS/WORKS PRODUCED**

- a. Contractor retains ownership of any of its data, and other materials created prior to this Agreement, even if used in the fulfillment of its obligations under this Agreement. The COUNTIES' agrees 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.

#### **17. 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.

**18. 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.

**19. 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.

**20. 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 as determined by the Washington Administrative Office of the Courts.

**21. 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.



## **22. 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.

## **23. 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.

## **24. 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 shall be deemed to be given three (3) days following the date of mailing, or immediately, if personally served.

## **25. 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 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27) and confidentiality (Section 19).

## **26. LITIGATION HOLD NOTICE**

In the event the COUNTIES learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR 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 as set out above in Section 14.

## **27. PUBLIC RECORDS ACT**

CONTRACTOR hereby acknowledges that the COUNTIES are a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTIES may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTIES that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTIES release of records covered under the Public Records Act. The COUNTIES' agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR 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 February 1, 2020.

The parties specifically certify that the provisions contained within Section 8 are mutually negotiated.

Cordant Health Solutions

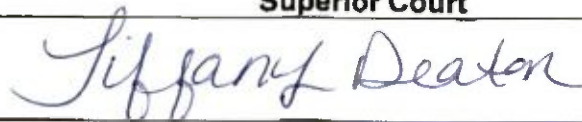


1/21/2020

Shane Brickner

Date

Benton-Franklin Counties  
Superior Court



Tiffany Deaton  
Court Administrator

1-23-2020

Date

**BENTON COUNTY APPROVAL**

Approved as to Form:

 01/23/20

Stephen Hallstrom, Deputy Prosecuting Attorney Date

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairman, Board of Commissioners  
Date: \_\_\_\_\_

Attest:

Clerk of the Board: \_\_\_\_\_

**FRANKLIN COUNTY APPROVAL**

Approved as to Form:

 1/23/2020

Jennifer Johnson, Civil Deputy Prosecuting Attorney Date

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairman, Board of Commissioners  
Date: \_\_\_\_\_

Attest:

Clerk of the Board: \_\_\_\_\_



Forensic Solutions™

Benton County  
Adult Drug Court  
7122 W Okanogan Pl  
Bldg A  
Kennewick WA 99336  
Ph: 509-735-8388

Tacoma Laboratory

Contact: Kim Schuler Phone: ( ) - E-Mail: [kimberely.schuler@co.benton.wa.us](mailto:kimberely.schuler@co.benton.wa.us) Fax:

### SCOPE OF SERVICES & PRICING SCHEDULE

#### PRICING ASSUMPTIONS

EMV samples monthly = 13  
FedEx Estimated Monthly pick ups = 4  
Estimated Positivity Rate = 25%

#### Lab Testing: Urine

**URINE: LAB SCREEN PLUS AUTOMATIC CONFIRMATION\*** - Automatic confirmations will be conducted on ALL positive drugs at NO additional charge.

Check Desired Panels (note: only selected panels will be setup on account)	DESCRIPTION (Please circle desired drugs)	PRICE PER TEST
<input type="checkbox"/>	8 Drug Panel w/Adulterants: Amp/Meth, Benzo Cocaine, Etoh, Fentanyl, Opiates, Oxycodone, THC	\$13.75

\*Positivity Rate estimate: 25%. We will review your actual positivity rate after 90-120 days and price may be adjusted accordingly.

#### Lab Testing – Specialty Panels & Synthetics - Urine

**URINE: LAB TESTED: Specialty Tests**

Check Desired Panels (note: only selected panels will be setup on account)	DESCRIPTION	PRICE PER TEST
<input type="checkbox"/>	Individual Direct Confirmations/Reconfirmation: Amp/Meth, Bzo, Cocaine, Etoh, Opiates, Oxycodone, THC	\$18.00 each
<input type="checkbox"/>	Direct Confirmation/Reconfirmation: Fentanyl	\$25.00
<input type="checkbox"/>	Direct Confirmation: Kratom	\$25.00

# EXHIBIT A

## COURT REPRESENTATION AND TESTIMONY

DESCRIPTION	FEES
In-person (1 <sup>st</sup> day of testimony)	\$150/hr. (8 hour minimum)
In-person (2 <sup>nd</sup> day of testimony)	\$150/hr.
Telephonic	No Charge
Skype or video-conferencing	No Charge
Litigation Packet	\$75.00
Affidavit	\$25.00

## **Norchem SENTRY™**

EVIDENCE BASED SUBSTANCE ABUSE MANAGEMENT PROGRAM
Web-based randomization Local telephone line for clients to call into daily Call log reports date, time, phone # and caller ID Electronic chain of custody Real-time test results Non-compliance alerts and reports Instant device module: Document positive/negative screen results Full customization and on-going support of SENTRY and all features

***\*IMPORTANT NOTE:*** A screened positive result is considered presumptive. A small percentage of screen only positive results will not confirm by an alternative method. Therefore, for the protection of all involved parties, no punitive action should take place without the donor being afforded the opportunity to have positive screen result(s) confirmed by GC/MS, GC, or LC/MS/MS.

## **SERVICES/SUPPLIES INCLUDED**

### **Scientific Consultation:**

Cordant's toxicologists and technical staff are *available 24 hours a day* to answer questions on drugs of abuse, result interpretation, adulterant testing, medication interferences, cross-reacting drugs and other related items.

### **GC/MS & LC/MS/MS Confirmation:**

Cordant utilizes GC/MS (Gas Chromatography / Mass Spectrometry) and LC/MS/MS (Liquid Chromatography double Mass Spectrometry) as our confirmation methods providing the most definitive and accurate results.

### **Quantitation:**

Included on all GC/MS & LC/MS/MS confirmed positives.

### **Adulterant Test:**

Cordant offers a full adulterant test: pH, Oxidants, Specific Gravity and Uric Acid as requested. Creatinine is automatically run on every urine specimen to ensure validity of the sample.

### **Test Order Form:**

Norchem-SENTRY™ pre-populates all client demographic information, the date, and the time of collection into the Chain of Custody form. All that needs to be entered on the SENTRY Chain of Custody form by the collector is the client and collector signatures, if the specimen temperature is within the normal range, and that it was visually observed. The security seal also needs to be initialed and dated by the client once it has been placed on the specimen vial. This allows for a faster collection process and provides a form that is legible and complete, all which support a legally defensible collection.

The SENTRY application allows the COC form to be printed with any basic printer (using 20# paper with built in security seals that we provide). The SENTRY COC form will print client demographics including client or Case ID#, selected panel, bar code, time stamp and date on all appropriate areas of the COC.

### **Positive drug specimen storage:**

Specimens that are confirmed positive are retained for 1 year.

### **Provided Specimen Collection & Transport Supplies:**

- Specimen Container with Temperature Strip
- Specimen Security Bag
- Courier Bag or FedEx Supplies

**Specimen Transport:** FedEx or Courier (select locations) pick-ups Monday through Friday with next day delivery to Cordant Health Solutions \* *A FedEx surcharge may apply when shipping less than 5 samples per bag or fewer pickup days can be chosen to help reduce your price.*

## **ELECTRONIC TEST RESULTS:**

Secure Online web portal through our standard web results portal or SENTRY. Results can also be delivered via fax, EMR Interface or email. We provide results within a 24-48 hour turn-around time (not including weekends and holidays). We pride ourselves on providing quality test results within the fastest turn around times in the industry.

Confirmed positive test results for common substances are typically provided within 48-72 hours after receipt of specimens by the laboratory. Negative screen results are reported within twenty-four (24) hours of receipt by the laboratory. On average, Cordant Forensic Solutions Laboratory delivers over 40% of confirmed positive results on common substances on the same day as receipt of specimen, with the balance reported the following day. Results are noted individually as positive or negative.

#### **TURNAROUND TIME (TAT):**

##### **Upon receipt at laboratory:**

##### **Urine**

- ♦ *Negative results are reported within 24 hours – 48 hours.*
- ♦ *Positives are reported within 48 – 72 hours.*

##### **Oral Fluid**

- ♦ *Negative results reported within 24 - 48 hours.*
- ♦ *Positive results available within 48 - 72 hours.*

##### **Hair Testing (sent to Cordant – New York)**

- ♦ *Negative results reported within 72 hours.*
- ♦ *Confirmed positive results reported within 5-7 business days.*

**BILLING:** Cordant Health Solutions monthly invoicing for direct bill customers can be invoiced net 15 Days or Net 30 Days.



# TERMS OF AGREEMENT

Cordant Health Solutions ("Cordant") agrees to furnish the services indicated in this Agreement, at the prices shown, for a period of one (1) year. After the initial one (1) year period, upon thirty (30) days' written notice, Cordant retains the right to make adjustments, as they deem necessary. These adjustments may include, but are not limited to, price adjustments (due to cost changes) and change in methodology (due to advances in technology).

The customer, Benton and Franklin Counties, agrees to remit payment to Cordant, following receipt of invoice, per the payment terms shown. At Cordant's discretion, services may be terminated for late and/or non-payment. Either party may terminate this agreement, for any reason, with thirty (30) days' notice. With respect to all payments received more than fifteen (15) days after the Payment Due Date, a late charge of one and one half percent (1.5%) per month or the maximum permissible amount permitted under the law, may be charged at Cordant's sole discretion on payments due to Cordant from the Payment Due Date until the date the payment is received by Cordant.

Laboratory Services shall only be rendered by Laboratory with a valid order from through a laboratory requisition, either hard copy or electronic, which is issued by Laboratory and which permits the selection of individual tests. Nothing in this Agreement shall require customer to refer laboratory tests to Laboratory or make referrals to any affiliate of Laboratory. Each party warrants to the other party that neither it nor any of its directors, officers or owners, and to the best of its knowledge, its employees and agents, have been debarred, suspended, declared ineligible, or excluded from Medicare, Medicaid or any other plan or program that provides health benefits, whether directly through insurance or otherwise, which is funded directly, in whole or in part, by the United States Government or any State health care program. This shall be an ongoing representation and warranty during the term of this Agreement and each party shall immediately notify the other party of any change in the status of the representations and warranty.

On behalf of the organization listed below, I hereby understand and agree to the above services and terms

Benton County, 620 Market Street, Prosser, WA 99350

Franklin County, 1016 N. 4<sup>th</sup> Avenue, Pasco, WA 99301

Client Name & Address

Tiffany Deaton

Print Name

Tiffany Deaton

Signature

Court Administrator

Title

1 / 28 / 2020


Date

SENTRY Sales & Application Specialist

Customer Name

Shane Brickner

Cordant Representative (Print Name)

  
**Signature**

1 / 24 / 2020  
**Date**