



**REQUEST FOR PROPOSAL No. 2018-138
INMATE HEALTH CARE SERVICES
KITSAP COUNTY SHERIFF'S OFFICE
CORRECTIONS DEPARTMENT**



The Kitsap County Sheriff's Office Corrections Department is seeking comprehensive proposals for the delivery of Health Care Services to detainees and Inmates in the Kitsap County Jail.

RFP INFORMATION

ISSUE DATE: **July 23, 2018**

PRE-PROPOSAL, SITE VISIT: **Monday, August 6, 2018 at 10:00 A.M.** (Pacific Time)
(Non-Mandatory) Kitsap County Jail Administrative Office
Kitsap County Court House
614 Division Street, Room 219
Port Orchard, Washington 98366

QUESTIONS DUE: **Thursday, August 10, 2018 by 4:30 P.M.** (Pacific Time)

ANSWERS DUE: **Thursday, August 16, 2018**

PROPOSAL DUE DATE: **Thursday, August 23, 2018 by 3:00 P.M.** (Pacific Time)

PROPOSAL SUBMITTAL ADDRESS

<p><u>Mailing Address</u> RFP No. 2018-138, Health Care Services Kitsap County Purchasing Department Attn: Colby Wattling Purchasing Agent 614 Division St., MS-7 Port Orchard, Washington 98366</p>	<p><u>Physical Address</u> RFP No. 2018-138, Health Care Services Kitsap County Purchasing Department Attn: Colby Wattling Purchasing Agent 619 Division St., 4th Floor Port Orchard, Washington 98366</p>
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The request for proposal is available at <http://spf.kitsapgov.com/das/Pages/Online-bids.aspx> or by contacting Colby Wattling by email at cwattling@co.kitsap.wa.us.

Inquiries and Addenda: All questions concerning this RFP are to be submitted in writing via to via email or regular mail to Colby Wattling at the address above or cwattling@co.kitsap.wa.us. For details, refer to the Instructions.

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**REQUEST FOR PROPOSAL No. 2018-138
INMATE HEALTH CARE SERVICES
INSTRUCTIONS**

1. **SERVICES REQUESTS.** Kitsap County (“County”) is soliciting qualified Offerors who are interested and able to provide and coordinate comprehensive “Health Care Services” or “Services” for detainees and Inmates in the Kitsap County Sheriff’s Office (“KCSO”) Jail (“Jail”), which is managed by the KCSO Office Corrections Department, as provided in the request for proposal (“RFP”).
2. **PRE-PROPOSAL (NON-MANDATORY) SITE VISIT.** A non-mandatory pre-proposal site visit will be held on **Monday, August 6, 2018 at 10:00 A.M** (Pacific Time) from the Kitsap County Jail Administrative Office located at Kitsap County Court House, 612 Division Street, Room 219, Port Orchard, Washington. The site visit is a guided tour to familiarize Offerors with the environment in which Services will be provided. Each Offeror may send two staff to attend the tour. Offerors shall email the full names of attendees to Lt. Penelope Sapp at **psapp@co.kitsap.wa.us** no later than **July 30, 2018**. Any requests for reasonable accommodation should be directed to Lt. Penelope Sapp as early as possible to allow time to make appropriate arrangements.

Please arrive 15 minutes prior to the start of the tour and ask for Lt. Penelope Sapp. Attendees should bring photo identification and may be subject to a search prior to entry into the Jail. No cell phones, briefcases, handbags, recording devices or photographic equipment will be allowed in the Jail. Attendees may bring a clipboard or note pad to take notes.

Substantive questions asked during the tour will be addressed officially in written response. Oral statements or instructions will not constitute an amendment to this solicitation. Any substantive questions and answers will be distributed by addenda as provided herein.

3. **PROPOSAL DUE DATE. Proposals are due Thursday, August 23, 2018 by 3:00 P.M. (Pacific Time).** Proposals not received by the due date and time will be considered late and ineligible for review. Offerors must submit an original, plus six (6) hard copies and one (1) electronic copy on CD in pdf format, of Offeror’s “Proposal” in response to the RFP. All Proposals must be signed in ink by the Offeror. Unsigned Proposals may be rejected by the County as incomplete. The Proposal, copies, and all supporting documents must be sealed in an envelope or box with the offeror’s name and address, RFP name and number, and submittal date clearly identified on the box or envelope. Proposals must be submitted to:

<u>Mailing Address</u>	<u>Physical Address</u>
RFP No. 2018-138, Health Care Services Kitsap County Purchasing Department Attn: Colby Wattling Purchasing Agent 614 Division St., MS-7 Port Orchard, Washington 98366	RFP No. 2018-138, Health Care Services Kitsap County Purchasing Department Attn: Colby Wattling Purchasing Agent 619 Division St., 4 th Floor Port Orchard, Washington 98366

4. **ACCEPTABLE FORMATS.** Offeror’s electronic files shall be submitted in a format acceptable to the County. Acceptable formats include .DOC and .DOCX (Microsoft Word), .XLS and XLSX (Microsoft Excel), .PPT and .PPTX (Microsoft PowerPoint), and .PDF (Adobe Acrobat). Offerors wishing to submit files in another format shall submit an inquiry to the County’s Purchasing Agent.

5. PROPOSAL CONTENTS. Offerors shall provide all information requested in the RFP packet and identify how Offeror will comply with each article identified in the scope of work. Offerors shall complete, sign and return all Attachments with the Proposal.

A. TECHNICAL APPROACH

1. Describe the procedures and methods that will be used to provide all Health Care Services and objectives identified in the RFP.
2. Include a list of all County, KCSO and Contractor's responsibilities.
3. Provide a project transition schedule by task and include project organization, management, recruiting and retention of qualified professionals, training, and quality control procedures.
4. Provide a complete Staffing Matrix sufficient to provide Staffing 24/7 consistent with the requirements of the RFP.

B. KEY PERSONNEL

1. Identify and describe the roles and qualifications of all individuals who will be part of the management team and relevant Staff that would be providing services to the Jail under the resulting Contract;
2. Identify and describe the titles, roles, responsibilities and qualifications of any outside personnel, such as subcontractors, Contractor intends to utilize to provide Services;
3. Provide detailed resumes of all management team members and subcontractors who will be directly working on the project; and
4. Provide an organizational chart of Staff detailing where all such individuals, by name and title, and how they relate to one-another organizationally and to the County.

C. ORGANIZATION INFORMATION

1. Provide a complete description of ownership, age, and scope of the Offeror's company, and provide a detailed organizational chart identifying the organizational structure, including any parent companies, subsidiaries, affiliates and other related entities and controlling equity holders and identify the state of incorporation, if applicable.
2. Provide the number of years the Offeror has operated under the current company name;
3. Offerors comprised of multiple organizations or alliances shall identify all entities that will be providing supplies and/or Services under the Contract.
4. Offerors, composed of multiple organizations, shall designate one entity/party that is legally and financially responsible for compliance with all Contract requirements, communications with the County and receipt of payment. The County will make payment only to the prime Contractor.
5. Describe Offeror's experience, capabilities and other qualifications to provide Health Care Services as identified in the RFP.
6. Describe the Offeror's experience with providing Health Care Services in a correctional facility;
7. Identify if Offeror has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with another government entity. If yes, provide detailed information regarding such action.

D. FINANCIAL INFORMATION. Provide financial statements for the last three (3) years to demonstrate Offeror's financial ability to provide the Services requested in the RFP. Audited statements are preferable, but a minimum of balance sheet, income statement and cash flow

statement should be submitted.

E. REFERENCES

1. Provide three (3) references from entities the Offeror has provided, or is providing, health care services, using the Contractor Reference and Release Form.
2. Provide three (3) references for each subcontractor proposed by Offeror to provide Services under the Contract, using the Subcontractor Reference and Release Form. The references shall be for the same or similar types of services to be performed by the subcontractor under the Contract.
3. Offeror agrees that by submitting a Proposal, the County may contact any entities listed in the Proposal or known to have a previous business relationship with the Offeror and/or its proposed subcontractors for the purpose of obtaining references relative to past performance and to verify experience and other information submitted by the Offeror. The Offeror agrees to take any actions necessary to facilitate, encourage or authorized the release of such information.

F. PERFORMANCE (ACTIVE AND INACTIVE CONTRACTS). Provide a list of all active and inactive contracts in the U.S. in the past ten (10) years in which the Offeror has provided health care services for an entity, including any contracts which are no longer active and/or operated under prior ownership or management. For every contract, provide:

1. A complete copy of the contract, contract number, customer's organization name, full address, phone number, email address, and customer's contract representative.
2. Identify if the contract is currently active or inactive.
3. Identify the contract effective and termination date.
4. Identify the average daily population of patients served under each contract.
5. Identify if the Offeror is or has provided health care services in a facility accredited under WASPC, ACA, NCCHC, or similar oversight process.
6. Identify all deficiencies, written communications of concern, corrective actions, cure notices, instances of contractual non-compliance, quality of care issues/concerns, and financial or administrative concerns or failures related the health care service covered by the contract or identified by your customer during the contract term, include the resolution or final disposition regarding the deficiency, concern, failure or area of non-compliance.
7. Identify all monetary sanctions or monetary off-sets related to the provision of service covered by the contract, and the resolution or final disposition regarding the monetary sanctions or monetary off-set.
8. Provide a complete list of all closed or pending legal judgments, claims, or lawsuits, including a summary of the complaint, answer, and final disposition, if closed.
9. Identify if any closed or pending legal judgments, claims, or lawsuits contributed to any contracts being terminated, or were related to any deficiencies, concerns, failures, non-compliance, sanctions, or monetary off-sets during the term of the contracts.
10. If inactive, identify fully and completely all reasons why the contract ended.

6. CONFIDENTIALITY. All Proposals and supporting materials submitted in response to this RFP are public records as defined by the Public Records Act (Act), Chapter 42.56 RCW, and available for public inspection and copying. If an Offeror considers any portion of its Proposal, electronic or hard copy, to be protected from disclosure under Washington law, the Offeror shall specifically identify all information it claims to be confidential or proprietary by clearly marking each page and item accordingly. If the County receives a request under the Act to inspect or copy the information that has been identified by the Offeror as confidential/proprietary and the County determines that release of

the information is required by the Act or otherwise appropriate, the County's sole obligation will be to make a reasonable effort to notify the Offeror of the request and the date that the confidential/proprietary information will be released to the requestor unless the Offeror obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Offeror fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has, and by this section assumes, no obligation on behalf of the Offeror to claim any exemption from disclosure under the Act. The County will not be liable to the Offeror for releasing records, even if the records have been marked by the Offeror as confidential and/or proprietary, in compliance with the Act, this section or court order. All Proposals and supporting materials received by the County, become the property of County and will not be returned.

7. ELECTRONIC DOCUMENTS. The RFP is provided in an electronic format. Any unidentified alteration or modification to any RFP documents, including Attachments, exhibits, forms, or other documents contained herein, shall be null and void. In those instances, where modifications are identified, the original document published by the County shall take precedence.
8. DEVIATIONS AND EXCEPTIONS. Offeror shall clearly identify all proposed deviations and exceptions on Attachment E (Deviations and Exceptions Form). Deviations and exceptions noted elsewhere in the Proposal and not specified on the Deviations and Exceptions Form shall be considered void and not part of the Proposal. Unless identified on the Deviations and Exception Form, the Offeror when submitting a Proposal is deemed to have accepted and agreed to comply with all terms and conditions contained in the RFP and Contract. The County has no obligation to accept any proposed deviation or exception. **All exceptions and deviations that are contained in the Proposal may negatively impact an Offeror's susceptibility for award. A Proposal that takes exception or deviation to any material requirement of the solicitation may be rejected.**
9. SEQUENCE AND SECTIONS
 - A. Proposals shall be indexed and tabbed with each tab clearly labeled. Responses to sections and subsections shall begin with the clear identification of the section or subsection for which the response is provided. Offeror shall fully respond to each section, and not refer to another part of the response. Information or data pertaining to a section or subsection, but included elsewhere, shall not be considered part of the response and shall not be considered part of any contract awarded.
 - B. In addition to responding to specific questions presented in each section, Proposals shall identify Offeror's experience providing the services requested in each section (directly or through third parties), identify how Offeror intends to comply with the requirements of each section, and provide copies of any relevant sample reports, policies, procedures, directives and agreements.
10. DESCRIPTIVE LITERATURE. Proposals shall include complete manufacturer's descriptive literature regarding the equipment and goods to be furnished and contain sufficient detail to provide a full and fair evaluation of the equipment and goods to be provided.
11. QUESTIONS, CLARIFICATIONS AND ADDENDA. It is the responsibility of the Offeror to examine the entire RFP and seek written clarification from the County regarding any item or requirement that is unclear prior to submitting a Proposal. All questions regarding the RFP shall be submitted to the Purchasing Agent in writing at the email or address provided on the face sheet. Early

submission of questions is encouraged. Substantive questions and answers will be posted on the County website at <http://spf.kitsapgov.com/das/Pages/Online-bids.aspx>. Offerors may only rely on written statements issued by the Purchasing Agent. Any oral communications are unofficial and are not binding on the County. Offerors are responsible for obtaining and acknowledging all Addenda on Attachment A (Proposal Cover Sheet and Acknowledgement).

12. AMENDMENT, RETRACTIONS, AND DELETIONS. The County in its sole discretion, retains the absolute right without penalty or recourse, to amend or retract all or any portion of the RFP prior to the execution of the Contract. Amendments or retractions will be posted on the County website. If there is any conflict between amendments, or between an amendment and the RFP, whichever document was issued last in time shall be controlling. The County reserves the right to add or delete any items from this RFP or resulting award(s) when deemed in the best interests of the County
13. MODIFICATIONS, WITHDRAWALS, NEGLIGENT PREPARATION. Proposals may be modified or withdrawn prior to the Proposal due date and time. A written request to modify or withdraw the Proposal, signed by an authorized representative of the Offeror, must be submitted to the Purchasing Agent. No Proposal shall be modified or withdrawn after the due date and time. Negligence Preparation of a Proposal confers no right of modification or withdrawal after the Proposal due date and time.
14. LATE SUBMISSION. Offerors are solely responsible for submitting their Proposals at the place and by the time provided in the RFP. Offerors should allow sufficient time to ensure timely receipt by the County. The Offeror assumes the risk for the method of delivery and for any delay in the delivery of the Proposal. All proposals, modifications of Proposals, and withdrawals received after the due date and time specified for receipt will be rejected.
15. COSTS/TAX. Proposals shall specifically include and separately identify all costs and applicable taxes. The County is exempt from federal excise tax, including the Federal Transportation Tax. When applicable, the tax rate and amount shall be identified.
16. PROPOSAL PREPARATION COSTS. The County will not be liable for any costs incurred by the Offeror in preparing, submitting, or presenting a Proposal. Proposals should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
17. NON-RESPONSIVE PROPOSALS. All Proposals will be reviewed by the Purchasing Agent to determine compliance with administrative requirements and instructions. The County may at any time, reject any, all, or any part of any Proposal as nonresponsive for any of the following reasons: incompleteness, submission of deviations and/or exceptions to the RFP, noncompliance with any part of the RFP, or the submission of incorrect, misleading, or false information.
18. WAIVER OF IRREGULARITIES. The County, in its sole discretion, to waive defects, technicalities or irregularities, or re-advertise and solicit new proposals on the same scope of work or on a modified scope of work.
19. OFFER ACCEPTANCE PERIOD. Responses to the RFP, including proposed costs, will be considered firm and remain valid for one hundred eighty (180) days from the Proposal due date and time.
20. PROPOSAL EVALUATION. The evaluation of Proposals and the determination as to the quality of Health Care Services shall be the sole and final responsibility of the County. The evaluation shall be

performed by an evaluation team, comprised of personnel employed/contracted by the County. Proposals will be evaluated based on the criteria established within this RFP. Price is only one of the selection criteria considered. The County is under no obligation to make an award based solely upon price. Factors other than price may include, but are not limited to, the following:

- A. Offeror's qualifications, experience, references, financial capabilities, technical aspects of the Proposal, Staffing Chart proposal, maintenance and training program(s), feasibility of the Proposal, efficiency and Offeror's ability to deliver the Health Care Services as identified in the RFP.
 - B. Offeror's track record for providing health care services in an ethical and humane manner with respect the individual's right to basic health care services in compliance Standards for health care services.
 - C. Offeror's the ability to provide the Health Care Services in a cost-effective manner with full reporting and accountability to the County.
 - D. Offeror's performance history based upon current and prior information obtained from the offeror, contract/customer organizations, public records, and other sources.
21. INTERVIEWS, DISCUSSIONS. Interviews are not a mandatory part of this process. The County may take the option to initiate interviews or discussions with Offerors who have submitted responsive proposals to clarify aspects of the proposals. Proposals may be accepted and evaluated without such discussions or interview at the sole option of the County.
22. AWARD. The Contract will be awarded to the most responsive/responsible Proposal offering a comprehensive Health Care Services program for the Kitsap County Sheriff's Office Jail. The County reserves the right to make award by items, groups, classes, as a whole (or NOT AT ALL) in whichever is deemed to be in the best interest of Kitsap County. In the event two or more vendors have submitted the best proposals, the recommendation by the evaluation team will be forwarded to the Sheriff.
23. BUSINESS STANDING. A selected Offeror whose business structure requires that documents be filed regularly with the Washington Secretary of State Corporation Commission (WSCC) must remain in good standing with the WSCC during the term of the Contract. An out-of-state firm must file necessary documents with the WSCC as doing business in Washington prior to execution of the Contract and must remain in good standing with the WSCC and the state where the original documents were filed.
24. NON-EXCLUSIVE CONTRACT. The County retains the discretion to award contracts to obtain the same or similar services that are the subject of the Contract to multiple entities. Contracts resulting from this RFP are not exclusive service agreements. The Contractor may take on other professional assignments while providing Services under the Contract.
25. NOTICE. Washington law imposes civil and criminal penalties for violation of purchasing guidelines, bribes, gratuities, and kickbacks.
25. CONTENTS. A Proposal shall include the return of all completed and signed Attachments.

END OF INSTRUCTIONS

REQUEST FOR PROPOSAL No. 2018-138
SCOPE OF WORK

ARTICLE 1. PROJECT OVERVIEW

1.1 Kitsap County is in Washington State and has a population of approximately 251,133 residents. The Jail is located at 614 Division Street, Port Orchard, Washington. The Jail houses maximum, medium, and minimum-security male and female adults. The Jail also contracts to house Inmates on behalf of the state, municipalities and the tribes. The Jail’s maximum capacity is 544, but due to budgeting issues the Jail has closed one pod and currently has a maximum capacity of 486. Proposals shall be based on an average daily population of 455.

JAIL STATISTICS	2014	2015	2016	2017	2018
Average Daily Population (ADP)	428	382	385	407	440
Average Length of Stay (Days)	14	12	17	17	17
Jail Admissions	8592	8129	8432	8843	3983 (6/6/2018)

The County is seeking comprehensive Proposals for the delivery of all legally required routine, urgent and emergency Health Care Services for Jail Inmates which meets or exceeds all Standards. The Health Care Services shall be fully staffed and provided 24 hours a day, 7 days per week, using only appropriately licensed (Washington State) and trained Health Care Staff who have passed all KCSO criminal history and background screening requirements. The selected Contractor will provide all legally required Health Care Services to Inmates which includes, but is not limited to, medical, mental health services (psychological and psychiatric), dental (outsourced), labs, pharmacy (both medical and mental health), auditing, necessary outpatient and inpatient services for Inmates and detainees in the Jail and an electronic health records electronic management system (all collectively referred to herein as the “Health Care Services”). The Jail’s current contractor for Health Care Services, Correct Care Solutions, holds the license for the electronic health records management system, which is CorEMR. Offerors may propose to continue with the CorEMR software application or incorporate a new electronic health records management system in its proposal. This is not intended to be all-inclusive, but rather to provide minimum guidelines for Proposals. Proposals must provide all Services and requirements requested and more specifically identified in this RFP.

The Contractor, directly or through its subcontractor(s), shall provide Health Care Services on a fixed per Inmate per day rate that meets or exceeds all the requirements requested in the RFP, in a cost-effective manner with full reporting and accountability to the County. The Contractor will be expected to be responsive to the Jails administrative leadership needs and requests, while providing Inmates access to a level of care commensurate with the severity of the presenting symptomatology. Innovative ideas for management and provision of the Health Care Services will be welcomed. No deviations from the minimum Service requirements shall be permitted without the prior written approval of the County. The Contractor shall agree to any change in the scope of work required during the Contract term to ensure compliance with all applicable Standards.

1.2 CONTRACT TERM. The resulting Contract will have a five (5) year term, unless terminated or cancelled, which may be extended for additional consecutive one (1) year terms at the agreement of the parties. The initial term will commence upon the issuance of the notice to proceed.

- 1.3 START-UP AND SERVICE IMPLEMENTATION. Offerors shall have the capability to commence Services on a date agreed upon by the parties. Offerors shall provide a start-up and implementation plan that includes a schedule with time lines for the initial delivery of equipment and supplies, the hiring and training of Offeror’s Staff, and the transition of Health Care Services. The goal is to implement full Health Care Service delivery in the Jail no later than 60 days from Contract award.
- 1.4 CONTINUITY OF SERVICE. Continuity of Health Care Services is a must with the Contract. The County expects complete coordination between the incoming contractors and current contractors to facilitate a smooth transition.
- 1.5 ACCREDITATION. While the Jail is not currently accredited, the Jail desires to align its Health Care Services in accordance with accreditation Standards. KCSO also anticipates obtaining WASPC accreditation in 2019. The Contractor will be expected to fully cooperate and participate, at its own expense, in the WASPC accreditation process to obtain accreditation in 2019. The Contractor shall comply with all Standards as they pertain to Health Care Services provided under the Contract. Contractor shall make all information requested by the County, available to the County, to demonstrate such compliance.
- 1.6 FBI CJIS SECURITY ADDENDUM. Contractor shall comply with the FBI Criminal Justice Information Services Security requirements, now in effect and as amendment. Contractor shall make information available to the County as required to demonstrate such compliance.
- 1.7 PRISON RAPE ELIMINATION ACT. Contractor shall comply, and assist the County in compliance, with the Prison Rape Elimination Act of 2003(“PREA”), 28 C.F.R., Part § 115, and all applicable standards and regulations now in effect and as amended. Contractor shall make all information requested by the County, available to the County, to demonstrate such compliance. The County has a zero-tolerance policy for sexual contact by staff or Inmates, see Chapter 9A.44 RCW.
- 1.8 HIPAA, HITECH AND UHCIA. Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (42 U. S. C. §1320d-8), the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) and the Uniform Health Care Information Act, Chapter 70.02 RCW (UHCIA), Chapter 70.02 RCW, and all applicable regulations now in effect and as amended. Contractor agrees to comply with the Attachment A (HIPAA Business Associate Agreement). This subsection shall survive termination of the Contract.

ARTICLE 2. ABBREVIATIONS AND DEFINITIONS

- 2.1 The following abbreviations and definitions will be used in this RFP, associated documents, and resulting Contract.
 - A. “Addenda” means the revision(s) to the request for proposal documents issued by the County prior to receipt of proposals.
 - B. “Attachment” means any item the Offeror is required to submit as part of its Proposal.
 - C. “American Correctional Association” or “ACA” means the national organization of correctional officials that promulgates standards related to correctional custody, including performance

standards for medical services in prisons and jails.

- D. “Chief” means the Kitsap County Sheriff’s Office Chief of Corrections or his/her designee.
- E. “Continuous Quality Improvement Program” means a structured approach to quality management implemented to improve healthcare by identifying problems, monitoring, implementing and evaluating corrective actions and studying effectiveness of processes and improvement activities. An essential element of quality improvement is the monitoring of high-risk, high-volume or problem-prone aspects of health care.
- F. “Contract” means the combination of the request for proposal, instructions, the scope of work, any County clarifications and addenda, the Contractor’s proposal as accepted by the County, the professional services contract, and all attachments, amendments and exhibits referenced herein and therein.
- G. “Contractor” means the person or entity awarded a contract resulting from this request for proposal.
- H. “Days” means calendar days unless otherwise specified.
- I. “Electronic Health Records Management System” or “EHRS” means a comprehensive all-inclusive electronic health care record to include sections for documenting all Health Care Services provided, including templates and forms.
- J. “Health Care Services” or “Services” means the overall comprehensive Health Care Services program to be provided by the Contractor to Inmates in the Jail, which includes without limitation, all medical, mental health, dental, and other ancillary and administrative services, both on and off-site, as more specifically identified in the request for proposal.
- K. “Health Care Staff” or “Staff” means qualified Washington licensed health care professionals as well as administrative and support staff (e.g. health record administrators, lab techs, nursing, and medical assistants and clerical workers) utilized by the Contractor to provide services under the Contract, and includes Contractor and its employees, subcontractors, volunteers, interns, agents, and any other person or entity utilized by the Contractor directly or indirectly or through third parties to perform or provide any Services under the Contract.
- L. “Inmate” means persons detained or confined in the Kitsap County Sheriff’s Office Jail.
- M. “Licensed” means Staff who hold an active and unrestricted license in good standing, in the State of Washington in the relevant professional discipline for the position in which they licensee will be providing services under the Contract.
- N. “Mid-Level Provider” means a nurse practitioner or physician’s assistant.
- O. “NCCHC” means the National Commission on Correctional Health Care Accreditation Standards for Health Services in Jails for medical and mental health services, now in effect and as amended during the Contract term.

- P. “Offeror” means the entity responding to this request for proposal.
- Q. “Offeror’s Staff” or “Staff” means the Contractor and Contractor’s employees, subcontractors, volunteers, interns, agents, and any other person or entity utilized by the Contractor directly or indirectly or through third parties to perform or provide any Health Care Services under the Contract.
- R. “Sheriff” means the Sheriff of the Kitsap County Sheriff’s Office or his/her designee.
- S. “Standards” means the requirement that all Health Care Services provided under the Contract meet or exceed all recognized standards of care for the provision of health care by qualified health care professionals in Washington state, and provided in accordance with all standards and requirements of the U.S. and State Constitutions, federal, state and local laws, Chapter 70.45 RCW, Chapter 2.21 Kitsap County Code, the American Medical Association, American Psychiatric Association, American Psychological Association, and the accreditation standards of the ACA, NCCHC, and WASPC, now in effect and as amended during the Contract term regardless as to whether such standards are specifically referred to by the County.
- T. “Subcontract” means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or service for the performance of the Contract.
- U. “Support Lieutenant” means the Kitsap County Sheriff’s Office Corrections Department Support Lieutenant or his/her designee.
- V. “WASPC” means the Washington Association of Sheriffs and Police Chiefs accreditation standards for Jails for medical and mental health services, in effect and as amended during the Contract term.

ARTICLE 3. HEALTH CARE SERVICES

- 3.1 PRE-BOOKING TRIAGE. At minimum, a registered nurse (“RN”) shall be available to conduct a pre-booking medical clearance of arrestees with medical complaints, at the request of corrections staff, prior to an Inmate’s actual physical commitment to the Jail. Standard forms, approved by the County, shall be used to record the information gathered during the pre-booking and booking process. Any recommendation to refuse a booking, except in cases of imminent life-threatening condition, must be reviewed by a mid-level provider or higher. All diversions for medical reasons at booking will be tracked and reported monthly to the Chief and Support Lieutenant and reviewed through a quality improvement process with the participation of the County and the Contractor.
- 3.2 INJURIES INCURRED PRIOR TO INCARCERATION, PREGNANCY. Except as otherwise provided herein, the Contractor will not be financially responsible for the cost of Health Care Services provided to any detainee/Inmate prior to the Inmate’s formal booking into the Jail. Once an Inmate is medically stabilized and committed to the Jail, the Contractor will become responsible for providing and/or arranging all legally required Health Care Services regardless of the nature of the illness or injury, or whether the injury occurred before or after the individual’s incarceration. An Inmate is considered medically stabilized when the patient’s medical condition no longer requires immediate emergency medical care or outside hospitalization so that the Inmate can reasonably be

housed in the Jail. The Contractor will be responsible for providing prenatal, peripartum, and postpartum Health Care Services to pregnant Inmates, but not health care services to an infant following birth other than those services that may be delivered in the Jail prior to transport to a hospital.

3.3 RECEIVING/INTAKE SCREENING

- A. The Contractor shall perform an initial comprehensive Receiving/Intake Screening (“Screening”), in compliance with all applicable Standards, of all Inmates booked into the Jail. The Screening is critical to prevent epidemics and reduce the severity of untreated illnesses and conditions. The Screening shall be performed by medical staff, at minimum an RN, and documented in writing. The Screening is intended to determine the Inmate's immediate medical and mental health care needs and identify appropriate steps to assure these needs are addressed throughout the Inmates stay. This Screening shall take place no more than four (4) hours after arriving at the Jail. At least one RN or higher shall be assigned to handle Screenings 24/7.
- B. If a Screening is not performed due to the Inmate’s condition, i.e., combative, severely intoxicated or for other reasons relating to the Jail, the reasons for the failure to screen shall be immediately and fully documented in the Inmate’s Health Care record.
- C. The Screening shall include, but is not limited to: a documented individual confidential interview using an intake/health care screening form, documentation of past and current illnesses and health problems including infectious disease, acute and/or chronic conditions, medications taken and arranging for medications to be continued by the next dose, special health care needs, including allergies, inquiry into any cough, lethargy and weight loss, behavioral conditions and past/current mental state and illness, past and/or current suicidal ideation and/or unstable mental health condition, notation of observable deformities or injuries, skin and body condition, such as rashes, needle marks, or other indications of drug abuse, drug and alcohol use, to include date and time of last use and any previous signs or symptoms of withdrawal, recommendations for special housing based on medical needs, special diet concerns, or placing the Inmate on suicide precautions until further evaluation by mental health staff, traumatic brain injury and/or developmental disability (RCW 70.48.245), delousing, communicable disease, and such other inquiries in accordance with applicable Standards. All females shall take a pregnancy test upon entry. All pregnant females shall be identified and triaged appropriately. Medication brought in or self-reported shall be verified and documented. Contractors shall provide the necessary follow-up for Inmate Health Care issues identified in the Screening and/or laboratory tests, in a timely manner in accordance with Standards.
- D. The Contractor acknowledges that the Contractor’s failure to comply with the Receiving/Intake Screening requirements set forth above will result in injury to KCSO, and because it will be difficult to estimate the extent of such injury, the KCSO and the Contractor hereby agree that the KCSO shall deduct from the monthly payment due to the Contractor, as liquidated damages, the sum of five hundred dollars (\$500.00) for each time a Receiving/Intake Screening is not performed within the time periods specified above. KCSO and the Contractor hereby agree that the liquidated damages stated above reasonably represents both parties' best estimate of the damage resulting from the injury for failure to comply with the Receiving/Intake Screening requirements of the Contract and is not a penalty.

3.4 MEDICALLY SUPERVISED WITHDRAWAL

- A. Inmates received at the Jail who are intoxicated or undergoing withdrawal shall be promptly provided medically necessary treatment, including detoxification from drugs and alcohol dependence as deemed medically appropriate. Medical Staff shall utilize drug/alcohol testing as part of the withdrawal assessment process.
- B. Inmates at risk for withdrawal will be monitored by medical Staff, with appropriate training and experience, as medically needed for moderate to severe withdrawal until medical Staff determine the Inmate is no longer at risk. Only licensed medical Staff, RN or higher, are authorized to remove someone from withdrawal protocol in less than five (5) days and only if clinically indicated. A log shall be maintained to record the status of all Inmates being monitored.
- C. The Proposal shall provide for the use of medicated assisted treatment for withdrawal as appropriate for all Inmates, including pregnant women and sufficient certified medical Staff to prescribe the medication.
- D. Contractor shall coordinate its program with local and regional alcohol and drug treatment programs, including a self-help/peer support program, where possible.
- E. Contractor acknowledges that the Contractor's failure to comply with the medically supervised withdrawal requirements set forth above will result in injury to KCSO, and because it will be difficult to estimate the extent of such injury, the KCSO and the Contractor hereby agree that the KCSO shall deduct from the monthly payment due to the Contractor, as liquidated damages, the sum of five hundred dollars (\$500.00) for each and every medically supervised withdrawal the Contractor fails to handle according to the requirements provide above. The KCSO and the Contractor hereby agree that the liquidated damages stated above reasonably represents both parties' best estimate of the damage resulting from the injury for failure to comply with the medically supervised withdrawal requirements of the Contract and is not a penalty.

3.5 FOLLOW-UP CARE

- A. Contractor shall review the Receiving/Intake Screening form within 16-hours of the Inmates' arrival into the Jail. The review must be completed by a mid-level provider or higher. Contractor must ensure that Inmates with acute and/or chronic conditions requiring treatment are appropriately addressed, as well as classified with respect to medical risk and appropriateness for housing assignments. The Contractor shall complete the Health Assessment Examination within 72-hours or earlier as necessary, for those Inmate' s identified with chronic care issues. All medications must be verified, ordered and administered. Medications will be dosed from stock unless otherwise indicated.
- B. Contractor's failure to comply with the follow-up care requirements of the Contract will result in injury to the KCSO, and because it will be difficult to estimate the extent of such injury, the KCSO and the Contractor hereby agree that the KCSO shall deduct from the monthly payment due to the Contractor, as liquidated damages, the sum of five hundred dollars (\$500.00) for each and every time follow-up care is not provided as required above. KCSO and the Contractor hereby agree that the liquidated damages stated above represent both parties' best estimate of

the damage resulting from the injury for failure to comply with the follow-up care requirements of the Contract and is not a penalty.

3.6 WOMEN'S HEALTH CARE

- A. Contractor shall be responsible for the provision of medically necessary women's health care to the female Inmate population in accordance with Standards, and shall establish policies and procedures which, at a minimum, must include the following:
1. Prenatal care, which includes regular monitoring by a physician, nurse practitioner or physician assistant.
 2. Provision of appropriate vitamins, caloric diet and any other medication needed to treat existing medical conditions.
 3. Identification and disposition of high-risk pregnancies, to include appropriate timely referrals.
 4. Sexually transmitted disease screening of gonorrhea and chlamydia cultures on all females where clinically indicated.
 5. Physical examination that includes inquiry about menstrual cycle and unusual bleeding, the current use of contraceptives, the presence of an IUD, breast masses, nipple discharge and possible pregnancy plus prenatal, peripartum, delivery, and postpartum care, where applicable.
- B. Contractor's failure to comply with the women's health care requirements of the Contract will result in injury to the KCSO, and because it will be difficult to estimate the extent of such injury, the KCSO and the Contractor hereby agree that the KCSO shall deduct from the monthly payment due to the Contractor, as liquidated damages, the sum of two hundred fifty dollars (\$250.00) for each time there is noncompliance with any women's health care requirements. KCSO and the Contractor hereby agree that the liquidated damages stated above represent both parties best estimate of the damage resulting from the injury for failure to comply with the women's health care requirements of the Contract and is not a penalty.

3.7 HEALTH ASSESSMENT EXAMINATION (Within 14 Days and Annually)

- A. The Contractor shall perform a comprehensive full population follow-up Health Assessment Examination ("Assessment"), which includes a complete physical examination, on all Inmates confined in the Jail for longer than 72-hours within 14 days of the Inmate's arrival in the Jail and annually thereafter for Inmates confined in the Jail over one (1) year. Assessments shall be performed by an RN, nurse practitioner, physician assistant or physician and documented in the Inmate's Health Care Record. The hands-on portion of the Assessment may be performed by an RN only when the RN has completed appropriate training, approved or provided by the responsible physician, and all findings are reviewed by a physician.
- B. The Assessment shall include, without limitation: review of the Screening and the additional data necessary to complete the Inmate's medical, dental and mental health history taken during the Screening and any subsequent encounters; vital signs (heights, weight, pulse, pressure, and temperature); a physical examination (as indicated by the Inmate's gender, age and risk factors) is conducted; and other tests in accordance with Standards.

- C. The Contractor acknowledges that the Contractor's failure to comply with Health Assessment Examination and Annual Examination requirements set forth above will result in injury to KCSO, and because it will be difficult to estimate the extent of such injury, the KCSO and the Contractor hereby agree that the KCSO shall deduct from the monthly payment due to the Contractor, as liquidated damages, the sum of five hundred dollars (\$500.00) for each and every Health Assessment Examination or Annual Assessment the Contractor fails to perform within the time periods specified above. The KCSO and the Contractor hereby agree that the liquidated damages stated above reasonably represents both parties' best estimate of the damage resulting from the injury for failure to comply with the Health Assessment Examination requirements of the Contract and is not a penalty.

3.8 CHRONIC CARE

- A. The Contractor shall establish and use protocols to monitor and treat chronic illness/disease on site. The Contractor shall maintain and utilize current treatment protocol/guidelines for the most prevalent chronic diseases, which shall be reviewed and updated annually, consistent with nationally accepted practices and in accordance with Standards. The Contractor shall provide a comprehensive chronic care program that ensures that conditions requiring chronic care are appropriately diagnosed, treated, monitored, and controlled to prevent and minimize decompensation.
- B. By way of example, Chronic care conditions include Inmates with chronic conditions such as asthma, diabetes, epilepsy, hypertension, infectious diseases, developmental disabilities, other disabilities, conditions related to aging and terminal illness and chronic mental illness. The Contractor shall maintain a chronic care log for all active Inmates, which shall include the following: 1) Inmate name and number, 2) treatment dates, 3) diagnosis, 4) date of baseline exam, 5) date of last clinical evaluation, 6) date of next clinical evaluation, and 7) discharge date.

3.9 SICK CALL PROCEDURES

- A. Inmates are identified for sick call in a variety of ways including, referrals from the booking nurse, referrals from medication passes, withdrawal monitoring, segregation monitoring, and scheduled follow ups, and/or direct requests to Health Care Staff. Staff will provide the Inmates Health Care Services, as medically appropriate, within 24-hours of the sick call request and document the same.
- B. A Sick Call Clinic shall be held Monday through Friday, excluding holidays, 7:00 a.m. to 3:00 p.m., by a physician, registered nurse practitioner, physician assistant or RN. A physician, physician assistant, registered nurse practitioner, will triage, review and act upon all sick call request forms daily. RNs, with current training in physical assessment, or higher may be involved in screening sick call requests and evaluating patients. Physical assessment training shall be provided bi-annually to RNs handling sick calls. Inmates referred to the physician, registered nurse practitioner, and/or physician assistant must be evaluated within 48-hours of initial referral or sooner as medically appropriate.
- C. The Medical Director shall determine the appropriate triage process to be utilized for specific categories of complaints. The Contractor shall establish procedures for the care and tracking of

Inmate sick call requests, from initial receipt to final disposition, and address access to Health Care Services using a triage method of routine, intermediate or urgent. The Contractor shall track all sick call requests shall include: i) Inmate name and identification number; ii) date sick call slip was submitted; iii) nature of complaint; iv) triage decision; v) date scheduled to be seen; vi) date of referral to Contractor to include name, if known; and vii) name and credential of person making the triage decision.

- D. Corrections staff shall not be involved in any decisions regarding sick call requests, except that corrections staff shall assist an Inmate in receiving Health Care Services when the Inmate requires urgent /emergency attention. Corrections staff shall be available to escort Inmates to the medical clinic when necessary.
- E. The Contractor's failure to comply with the sick call requirements of the Contract will result in injury to the KCSO, and because it will be difficult to estimate the extent of such injury, the KCSO and the Contractor hereby agree that the KCSO shall deduct from the monthly payment due to the Contractor, as liquidated damages, the sum of two hundred fifty dollars (\$250.00) for each and every sick call request that is not responded to within the time periods specified above. The KCSO and the Contractor hereby agree that the liquidated damages stated above represent both parties' best estimate of the damage resulting from the injury for failure to comply with the sick call requirements of the Contract and is not a penalty.

3.10 DIAGNOSTIC AND LABORATORY SERVICES

- A. The Contractor shall identify the need, schedule, coordinate and pay for all supporting diagnostic and laboratory services inside and outside the Jail. In cooperation with the County, the Contractor may establish an agreement with an approved supplier to provide laboratory services. All agreements shall be reviewed and approved by the Sheriff. Contractor must provide be able to provide STAT laboratory tests and services when needed immediately in order to manage medical emergencies. Testing for syphilis, gonorrhea and chlamydia is to be processed within 72-hours. Labs results shall be returned electronically. Corrections staff will not provide laboratory courier service.
- B. Contractor's failure to comply with the diagnostic and laboratory services provisions of the Contract will result in injury to the KCSO, and because it will be difficult to estimate the extent of such injury, the KCSO and the Contractor hereby agree that the KCSO shall deduct from the monthly payment due to the Contractor, as liquidated damages, the sum of two hundred fifty dollars (\$250.00) for each and every laboratory test result not returned within the time periods specified above. The KCSO and the Contractor hereby agree that the liquidated damages stated above represent both parties best estimate of the damage resulting from the injury for failure to comply with the diagnostic and laboratory services requirements of the Contract and is not a penalty

3.11 EMERGENCY MEDICAL SERVICES

- A. The Contractor shall provide emergency care and treatment for all Inmates. Emergency care and treatment for Inmates shall be performed within the Jail or other medical care facility as the Contractor shall deem medically necessary and appropriate. In the event of an emergency, Contractor shall provide first-aid and cardiopulmonary resuscitation services on site. The

Contractor shall have appropriate medical personnel available 24/7 who may immediately authorize the emergency transport of an Inmate to an outside medical facility for emergency medical, dental and mental health care.

- B. For outside emergency services, the Contractor shall notify the Jail's control officer to call 911. Emergency transport shall not be provided by corrections staff. The Contractor will assure that the receiving facility is immediately contacted and provided the medical information available to assist the emergency provider. Contractor shall report and document all emergencies requiring a "911 call" in writing to the Chief and Support Lieutenant within 24-hours of occurrence.
 - C. The Contractor shall generate and provide the Chief and Support Lieutenant a weekly log on all Inmates requiring emergency services for the prior week, Monday through Sunday. The log shall, at a minimum, identify the following: 1) Inmate's name and Inmate number; 2) date and time of triage decision, 3) name and credential of person making the triage decision; 4) treatment facility name and 5) diagnosis
- 3.12 DENTAL. Dental referrals can be made by practitioners in the clinic or by direct requests from the Inmate and triaged according to clinic standards. It is expected that urgent dental issues medically necessary to reduce pain and preserve function will be addressed through outside providers.
- 3.13 MEDICAL DIETS. Contractor will work collaboratively with the Jail food service Contractor to ensure the provision of medically necessary therapeutic diets. Contractor will work with the Chief and Support Lieutenant to minimize the number of unnecessary diet prescriptions.
- 3.14 INMATE GRIEVANCES/COMPLAINTS. Contractor will be responsible reviewing, investigating, and responding (which include taking all appropriate follow-up actions) to all Inmate grievances received by the Jail regarding the Health Care Services, in the manner and time frame required by the Chief and consistent with the Jail's Inmate grievance policies. Should the Chief find that the Contractor's response to an Inmate grievance is unacceptable, incomplete, or inadequate, the Chief may return the grievance to the Contractor for re-investigation and a more appropriate response. The Contractor shall cooperate and assist the Chief with the investigation of other grievances made by Inmates or persons of interest, which may involve Health Care Staff.
- 3.15 INFORMATION TO INMATES. The Contractor shall implement a plan to provide written, oral and electronic information to all Inmates regarding the availability of Health Care Services and how to access those services.
- 3.16 ADDITIONAL SERVICES FOR INMATES. The Contractor shall provide at no additional cost, reviews, medical examinations, medical summaries, or certifications, as necessary for transfers, food handling, and work clearances of Inmates within 24 hours from the time the service is requested, and the Inmate's name is provided to the Contractor.
- 3.17 EXCEPTIONS TO TREATMENT. The Contractor will not be responsible for any medical testing or obtaining samples which are forensic in nature, except as required by court order or by any local, state, or federal statute or regulation.
- 3.18 ADDITIONAL SERVICES FOR CORRECTIONS STAFF AND VISITORS. The Contractor shall provide at no additional cost, the following services for Corrections staff: 1) annual tuberculin skin

testing and referral; 2) Tetanus antitoxin post exposure as indicated; 3) Hepatitis B vaccine series and antibody testing; 4) emergency management plan for mass outbreaks of infectious disease; and 5) provide in-service presentations to Corrections staff regarding infection control issues. The Contractor shall also provide on-site emergency medical services for Corrections staff and Jail visitors.

- 3.19 HAZARDOUS WASTE. The Contractor shall be responsible for collection, secure storage and disposal of all biohazardous waste generated in all Health Care areas of the Jail in accordance with Standards.

ARTICLE 4. TELEHEALTH SERVICES

- 4.1 Telehealth services means the delivery and provision of health care and consultative services, as authorized by Washington state law, to individual patients and the transmission of information related to care over distance, using telecommunications technologies, and incorporating the following activities: i) direct clinical, preventive, diagnostic, and therapeutic services and treatment, including procedures where a Contractor may be present with the Inmate, and clinical training and consultative clinical grand rounds, if used for decision making regarding the clinical care of a specific Inmate; ii) consultative and follow-up services; iii) remote monitoring, including the remote reading and interpretation of results Health Care procedures; iv) rehabilitative services; and v) Inmate education provided in context of delivering Health Care.
- 4.2 Telehealth services are not currently used, nor is the equipment currently available, in the Jail. However, the Jail recognizes that the use of telehealth services may improve the efficiency and effectiveness of Health Care Services and reduce the costs associated with utilizing off-site Contractors.
- 4.3 The Offeror has the option to include telehealth services in the Offeror's Proposal. All telehealth services must be in accordance with the Standards and the State of Washington Medical Quality Assurance Commission guidelines for the Appropriate Use of Telemedicine. If proposing the use of telehealth services, the Offeror shall provide policies that identify: 1) the Health Care that would be medically appropriate and qualify for the use of telehealth services technology; 2) the patient consent process for telehealth services including the use of data images in consultation and storage; 3) the licensing of remote staff, especially if such staff providing consultative services are located outside of Washington State; and 4) the training and education of professional staff on the use of telehealth technology. A report on the effectiveness of the telehealth program goals shall be submitted to the Chief and Support Lieutenant annually and shall include an assessment of the efficiency, cost savings, quality and Inmate satisfaction. Where legally and medically appropriate, with prior written consent of the Chief, some on-site Health Care Services may be substituted with telehealth services. All telehealth services provided to Inmates must be documented in the Inmate's Health Care Record.

ARTICLE 5. MENTAL HEALTH SERVICES

- 5.1 The Contractor shall provide mental health services in the Jail designed to meet the mental health needs of the Inmates, which shall include assessments, crisis intervention, individual counseling and treatment, education, psychosocial and pharmacological therapies (individual or group), including biological, psychological and social, with the immediate goal being to alleviate symptoms of serious mental disorders and to prevent relapse. The Contractor will be required to establish and implement

clinical policies and protocols to assess, intervene, and respond to Inmate requests for treatment and transitional planning in accordance with Standards.

- 5.2 Mental health professionals shall be in the Jail seven (7) days per week, 10-hours per day. Additionally, a mental health professional with the legal ability to prescribe psychotropic medications shall also be in the Jail five (5) days per week, not less than 30-hours per week. Mental health professionals shall be available on-site during business hours and by telephone for emergency consultation and direction after regular business hours, weekends and holidays. All Mental health staff shall practice within the scope of training, licensure, and/or certification as required by the State of Washington.
- 5.3 Inmate requests for mental health services shall be processed daily, upon receipt. The Contractor shall provide the Chief and Support Lieutenant a weekly report identifying all mental health services requests received, see Exhibit B (Required Reporting). The report shall identify at a minimum the following: 1) the date and time a mental health request is received, 2) Inmate name and identification number, 3) date and time Inmate was examined by a mental health professional, and 4) name and title of mental health professional that provided treatment. Offerors must describe the triage mechanize it will use to respond to Inmate mental health services requests and the system it will use to track such requests from initial receipt to final disposition.
- 5.4 The Contractor's failure to comply with the mental health services provisions of the Contract will result in injury to the KCSO, and because it will be difficult to estimate the extent of such injury, KCSO and the Contractor hereby agree that the KCSO shall deduct from the monthly payment due to the Contractor, as liquidated damages, the sum of five hundred dollars (\$500.00) for each and every time there is noncompliance with any mental health services requirements. KCSO and the Contractor hereby agree that the liquidated damages stated above represent both parties best estimate of the damage resulting from the injury for failure to comply with the mental health services requirements of the Contract and is not a penalty.

ARTICLE 6. PHARMACY AND MEDICATION ADMINISTRATION

- 6.1 Proposals shall provide the most cost-effective options available for providing medications. Proposals shall identify what pharmaceuticals, if not all, that are included in the fixed per Inmate price. Any and all excluded drugs shall be specifically identified on the Deviation and Exception Form. All excluded drugs shall be made available to the County at the Contractor's verified volume-based cost. All volume-based pricing information shall be provided to the County annually, and upon request. Invoices for reimbursement shall identify the inmate, the name and quantity of the drug provided, the volume-based price, and any other information requested by the County. Proposals shall not require the County to pay more than the actual verified cost of the medication paid by the Contractor. All fees, if any, shall be specifically identified in the Proposal.
- 6.2 The Contractor will provide pharmacy services, which includes the ability to process prescriptions, fill orders for dispensing, record keeping, and proper management of pharmaceuticals in accordance Standards and specifically RCW 70.48.490, Chapters 246-865 and 173-303 Washington Administrative Code ("WAC"). The Contractor shall implement procedures for the procurement, payment, receipt, distribution, secure/safe handling, labeling, storage, dispensing, administration, inventory control/tracking, and disposal of medication in compliance with Standards. The Contractor shall maintain secure storage and perpetual inventory control of all

controlled substances, syringes, and needles in compliance with Standards and WAC 246-865-060. Individual prescriptions of legend drugs shall be labeled as required by RCW 69.41.050. Contractor will participate in quality management activities in accordance with the Standards.

- 6.3 The Contractor shall: 1) maintain inventory, cost and ordering records for all pharmaceuticals, including all over-the-counter medications dispensed; 2) identify potential drug interactions for all ordered drugs, including multiple and psychotropic drugs; 2) generate lists of Inmates on certain medications or categories of medication, as requested by the County; 4) generate lists of Inmates whose chronic medications are within seven (7) days of expiration, and 5) maintain current Inmate drug profiles.
- 6.4 The Contractor shall have appropriately licensed practitioners, as defined in RCW 69.41.010, deliver medication throughout the Jail seven (7) days per week, three (3) times per day or more if medically necessary. Medications are to be administered as identified by the prescriber. Upon an Inmate's admission, all medically necessary medication shall continue without interruption whenever possible, unless there is a clinical reason to alter or discontinue the medication. The Contractor will be required to provide regular quality assurance reports indicating time between prescription and first delivery of prescribed medications. New prescriptions and medication adjustments will be administered within the timeframe ordered by the physician or, if no time is specified, within a clinically appropriate timeframe not to exceed 24-hours.
- 6.5 All refusals of medications by Inmates must be in-person. The Inmate shall be counseled regarding the consequences of failing to follow prescribed therapeutic dosing and asked to sign a medical refusal form. If prescribed medications are not provided due to refusal or for any other reason, the administering Staff shall document the date and time of refusal, the medication refused and the name/title of administering Staff in the Inmate's Health Care record. No medically necessary prescriptions will be discontinued due to non-compliance without a documented counseling session by the prescriber. The Contractor shall electronically track this information and report monthly.
- 6.6 The Contractor shall include the following in each Inmate's Health Care Record: 1) the Inmate's name and identification number, 2) all prescription numbers, 3) names and strengths of all medications, 4) directions for use, 5) initials or electronic signature of prescriber, 6) prescription issue dates, 7) dates and times each medication is administered to the Inmate, 8) the name of the administering Staff person, 9) the names of the medications administered, 10) the amount of the prescription used, 11) special instructions or limitations of use, if the Inmate refuses medication during incarceration, or at the time of transfer or release, 12) identify Inmate allergies, 13) identify the date and time of any refusal, 14) the medication refused and 15) the name of the Staff person who counseled the Inmate regarding the refusal.
- 6.7 The Contractor shall maintain a stock of frequently prescribed medications, which shall include medications for: pain, treatment of infection and commonly prescribed medications for hypertension, diabetes, asthma, epilepsy, and withdrawal/detoxification. These medications shall be available to Inmates within 4-hours of prescription as medically appropriate.
- 6.8 The Contractor shall follow the Washington State Department of Corrections (DOC) approved formulary, except in cases where the County has provided written permission to deviate from the DOC formulary. The Offeror will include this formulary in their Proposal. The County reserves the right to select the Washington State Department of Corrections (DOC) as its Pharmacy vendor

at any time during the Contract. The County shall provide 30 days' notice to Contractor of its intent to terminate the use of Contractor's pharmacy. If the County elects to use the DOC Pharmacy, Contractor agrees to cooperate with the DOC Pharmacy throughout the remainder of the Contract.

- 6.9 Contractor acknowledges that the Contractor's failure to comply with the pharmacy and medication administration and distributions requirements set forth above will result in injury to KCSO, and because it will be difficult to estimate the extent of such injury, the KCSO and the Contractor hereby agree that the KCSO shall deduct from the monthly payment due to the Contractor, as liquidated damages, the sum of seven hundred fifty dollars (\$750.00) for each and every time there is noncompliance with the pharmacy and medication administration requirements. KCSO and the Contractor hereby agree that the liquidated damages stated above reasonably represents both parties' best estimate of the damage resulting from the injury for failure to comply with the pharmacy and medication administration requirements of the Contract and is not a penalty.

ARTICLE 7. DISCHARGE

- 7.1 DISCHARGE PLANNING. The County understands the importance of ensuring that the health care needs of Inmates are met during transition to the community after release from Jail. Contractor shall provide discharge planning for Inmates with serious and chronic health needs when their release date is known.
- 7.2 MEDICATION. If the release date is known by the Contractor, Inmates released from Jail with serious or chronic (medical or mental) health conditions which require medication to manage their serious or chronic condition, the Contractor will provide the Inmate with a prescription from the jail prescriber at release and a five (5) day supply of medication, which will provide the individual time to obtain a prescription from their primary care physician. Health Care Staff will document in the Inmate's Health Care Record when the prescription and medication have been provided and/or if the Inmate has identified that he/she has access to their medication upon release.
- 7.3 COMMUNITY SERVICES. Contractor will work with Inmates with serious or chronic (medical or mental) health needs to identify follow-up services in the community. Discussions with the Inmate concerning the importance of follow-up care and after care will be documented in the Inmate's Health Care Record file.
- 7.4 The Contractor's failure to comply with the discharge provisions of the Contract will result in injury to the KCSO, and because it will be difficult to estimate the extent of such injury, the KCSO and the Contractor hereby agree that the KCSO shall deduct from the monthly payment due to the Contractor, as liquidated damages, the sum of three hundred dollars (\$300.00) for each and every time there is noncompliance with any discharge requirements. KCSO and the Contractor hereby agree that the liquidated damages stated above represent both parties best estimate of the damage resulting from the injury for failure to comply with the discharge requirements of the Contract and is not a penalty.

ARTICLE 8. OFF-SITE MEDICAL SERVICES, UTILIZATION MANAGEMENT

- 8.1 The Contractor shall provide Inmates all medically necessary specialty Health Care Services. The Contractor will be responsible for scheduling, in coordination with corrections staff, and paying for

all medically necessary off-site Health Care Services appointments (both scheduled and emergent). Corrections staff will be responsible for transporting Inmates for non-emergency off-site services. The Contractor will work with corrections staff to address both the needs of the Inmate and security concerns. Contractor's staff will be responsible for informing the outside provider that the Inmate is in custody and will arrive in handcuffs with uniformed staff. The outside provider is to be informed that no one other than corrections staff is told of the appointment time or location. Corrections staff will be given any follow-up instructions and will deliver them to Contractor's Staff on their return to the Jail. Inmates returning from off-site shall be cleared by the appropriate Health Care Staff prior to returning to general population. The clearance and any follow-up treatment requirements shall be documented in the Inmate's medical file.

- 8.2 The Contractor will work cooperatively with the County to establish contracts with outside vendors and utilize the County's established contracted resources for off-site Services. Except for medical emergencies, Contractor shall not deviate from this process without the prior written consent of the Chief. In the event of an unauthorized deviation, the cap identified in section 8.3 will not apply and Contractor shall be responsible for the full payment of all off-site Health Care Services and costs.
- 8.3 Contractor shall be responsible for all off-site charges, including inpatient and outpatient hospitalization (medical, surgical, dental and mental health), emergency room visits, ambulance services (including ground and air), specialty consults, physician fees, off-site dental fees, off-site treatment and diagnostics, including dialysis, contracted laboratory and radiology services, outpatient procedures and surgeries, physical and occupational therapy, ancillary hospital services, follow-up physician services, for clinic services, long term off-site facility care, specialty medical items ordered for an Inmate from a third-party, and all other off-site fees, including dialysis, for Health Care Services rendered to an Inmate up to \$5,000 per Inmate per incident. Onsite labs and radiology performed inside the Jail will not be factored into this cap.
- 8.4 The parties will work cooperatively to determine if the Inmate has health insurance which may cover the services to be provided. Contractor will, to the extent possible, collaborate with the off-site service providers to ensure that qualifying Inmates are enrolled in Medicaid and that Medicaid, or the Inmate's own health insurance provider, is bill for the Services.
- A. "Incident" shall mean a single medical illness, condition, injury or disease for a single Inmate that may or may not manifest itself or cause many seemingly unrelated symptoms, but where the medical cause of such symptoms is medically diagnosed as that single medical illness, condition, injury or disease that is duly recognized by current medical standards. The frequency of treatment of a condition or symptom shall have no bearing on whether such condition or symptom is caused by incident.
- B. "Single Incident Total" shall mean the aggregate of third-party medical fees for incidents that take place during the applicable contract term.
- C. "Single Incident Total Documents" shall mean all invoices, bills and other documents that evidence a Single Incident Total that exceeds the individual Inmate cap of \$5,000.00.
- D. Contractor will pay the off-site provider and claims for services rendered, regardless of whether they are above or below the individual Inmate cap and will bill the County for any Single Incident Total exceeding \$5,000.00.

- E. In the event of an unauthorized deviation, Contractor shall be responsible for full payment of corresponding all Health Care bills and costs.
- F. In the event the County is billed by the off-site provider, without prior notice to the Contractor, the County may deduct from the Contractor's invoice the payment up to \$5,000 for authorized off-site Health Care bills and costs, and the entire bill for unauthorized Health Care bills and costs.

8.5 UTILIZATION MANAGEMENT

- A. Proposals shall include the use of a utilization management review process to determine the medical necessity of off-site referrals. Utilization Management evaluates the appropriateness and medical necessity of services provided to Inmates. It is intended to assure that services are provided efficiently, cost effectively and meet recognized standards of care. Utilization management shall include utilization review and service authorization.
- B. The Contractor shall implement a utilization management program for the review and analysis of the utilization of Services, including off-site Services. The utilization management program will prospectively, concurrently and retrospectively review: medical necessity, appropriateness of the level of care, appropriateness of the setting for delivery of care, length of stay, if applicable, is neither longer nor shorter than medically indicated, appropriateness of services, and provide guidelines for prospective/concurrent approval of Services.
- C. The utilization management program is the overall system of Services management, encompassing utilization management, referral, case management, care coordination, continuity of care and transition care, chronic care management, quality care management, and independent review. Contractor shall work cooperatively with the County and its agents to audit/monitor the utilization management program.

ARTICLE 9. HEALTH CARE RECORDS

- 9.1 RECORDS, RETENTION. Contractor shall maintain a comprehensive, accurate electronic Health Care Record for all Inmates in the Jail. Contractor shall ensure all Health Care Records are prepared, kept, maintained and retained in accordance with Standard and shall contain documentation regarding all Services provided as required herein. Health Care Records are confidential and shall be kept separate from the confinement records. Contractor shall provide designated corrections staff all Health Care information necessary for the classification, security, and control of Inmates.
- 9.2 TRANSFER TO OTHER FACILITIES. Contractor's Staff shall, upon notification that an Inmate is being transferred to another correctional, medical or mental health facility, prepare a health record transfer summary for the Inmate and make a copy of the Inmate's Health Care records promptly available to the facility where the Inmate is being transferred. If transfer occurs without notification to Contractor's staff, the transfer summary and health care records will be prepared and sent to the appropriate authority at the receiving facility.
- 9.3 INACTIVE RECORDS. Inactive Health Care Records will be maintained in accordance with Standards. After two (2) years, inactive medical records will be archived by a mutually agreed upon method, sufficient to enable retrieval upon the individual's return to Jail custody. For Inmates

admitted into the Jail, the Contractor will be responsible for scanning into the then current electronic health care records system (EHRS) Inmate's paper record going back one (1) year and reviewing all old records and incorporating into the EHRS any key information (including, but limited to past medical history and hospitalizations, allergies, special needs when incarcerated, etc.).

- 9.4 LOST RECORDS. Contractor shall promptly notify the Chief and Support Lieutenant, when unable to locate an Inmate's Health Care record file and create a duplicate record. Upon location of the missing record, the records may be merged.
- 9.5 STORAGE. Contractor shall be responsible for all costs related to storage of Health Care records, both hard-copy format and electronic, during the Contract term.
- 9.6 OWNERSHIP. All Health Care Records for Inmates are, and will remain, the property of the County and shall be promptly delivered to the County upon request or termination of the Contract, at no cost to the County. Upon termination of the Contract, if the County does not continue to use the EHRS utilized by Contractor, Contractor at its own cost, is responsible for arranging the meaningful transfer of all Health Care Record data into the EHRS the County has chosen to use going forward, provided the software is capable of receiving the records. Barring a system outage, all Inmate's up-to-date Health Care Records will be available to the County or its designee 24/7.
- 9.7 LIQUIDATED DAMAGES. Contractor's failure to comply with the Health Care Records provision of the Contract will result in injury to the KCSO and the and it will be difficult to estimate the extent of such injury, the KCSO and the Contractor hereby agree that the KCSO shall assess the Contractor liquidated damages in the amount of five hundred dollars (\$500.00) for each three (3) day period that Health Care records are improperly maintained. KCSO and the Contractor hereby agree that the liquidated damages stated above represent both parties' best estimate of the damage resulting from the injury for failure to comply with the Health Care Records requirements of the Contract and are not a penalty.

ARTICLE 10. ELECTRONIC HEALTH RECORDS MANAGEMENT SYSTEM

- 10.1 Proposals must include an electronic health record system (EHRS). Contractor may propose to continue with the current EHRS or present a plan for an EHRS. The current EHRS is licensed through the current vendor's direct contract with CorEMR. However, the records contained in the EHRS are the property of the County. Continuity of care and a smooth transition is essential.
- 10.2 Proposals must describe the hosting options, the business continuity plan in case of system failure, and all EHRS functionality to include examples. Proposals must demonstrate how continuity of service will be ensured and the methods employed to maintain data integrity, redundancy, disaster recovery, and security while adhering to currently acceptable health care industry standards and identify the security method utilized for the data integration or exchange. The County requires a copy of the Contractor's SSAE 16 SOC 2 audit report if a Software as a Service option is proposed. The Proposed EHRS should have a data integration or exchange capability. The method of transport and connectivity of end points shall adhere to security protocols commensurate with the nature of information being transported. The Offeror must describe the data integration and/or exchange methods and data elements available to and from the proposed EHRS. Offeror must also include a description of the security method utilized for the data integration or exchange.

- 10.3 The EHRs should comply with Health Level Seven (HL7) standards version 2 or 3 for data exchange between the county's jail management system and local pharmacies. The EHRs should comply with ANSI X12 specification for finance and insurance transactions. The Contractor's EHRs and transactions must comply with the HITECH Act, and HIPAA Privacy and Security Rules for electronic personal health information, and Standards.
- 10.4 If the Contract is terminated for any reason after EHRs implementation, but prior to the entire term of the Contract (including all optional renewal periods), the Jail may, at its option, continue the use of the EHRs for the entire term of the Contract (including all optional renewal periods) by paying annual licensing, maintenance, support, user agreements and other associated fees to the Contractor if the EHRs is owned by the Contractor, or directly to the subcontractor if the EHRs is owned by the subcontractor. The Contractor and any subcontractor shall provide a written agreement complying with this requirement. Upon termination of the Contract, if the Jail does not continue to use the same EHRs as introduced by the Contractor, the Contractor, at its own cost, is responsible for arranging meaningful transfer of all data in the current EHRs into the medical record the Jail has chosen to use going forward.
- 10.5 Contractor will implement an appropriate electronic and/or paper-based fail-safe system that will support seamless, continued, and safe, patient care in the event that EHRs becomes temporarily unavailable
- 10.6 Contractor shall provide independent on-site and remote read-only access to all Health Care Records to designated corrections staff and/or County agents consistent with Standards.
- 10.7 Contractor's failure to comply with the electronic health records management system provision of the Contract will result in injury to the KCSO and the and it will be difficult to estimate the extent of such injury, the KCSO and the Contractor hereby agree that the KCSO shall assess the Contractor liquidated damages in the amount of five hundred dollars (\$500.00) for every eight (8) hours the EHRs is incapable of performing essential functions. Essential functions for this purpose shall mean data entry capabilities, clinical processing for intake/receiving screening, health assessment, sick call and medication administration, as well as the ability to run reports. KCSO and the Contractor hereby agree that the liquidated damages stated above represent both parties' best estimate of the damages resulting from the injury for failure to comply with the Electronic Health Records System requirements of the Contract and are not a penalty.

ARTICLE 11. POLICIES, SECURITY, AND PROGRAMS

11.1 POLICIES AND PROCEDURES

- A. Prior to providing Services under the Contract, the Contractor shall provide the Chief and Support Lieutenant, for review and approval, a copy of all of Contractor's policies, procedures and protocols (collectively "Policies") related to the Services provided under the Contract. Contractor shall review and update the Policies annually in accordance with Standards, Jail policies and the Contract. Contractor's Staff will be required to comply with KCSO Custody Manual 700 series policies, now in effect and as amended, and such other policies as identified by the Sheriff from time to time. Contractor shall ensure its Staff are informed, knowledgeable of, and comply with Contractor and KCSO policies and procedures.

- B. Contactor shall provide the Chief and Support Lieutenant, and maintain as current, a complete copy (hard-copy and electronic) of all Contractor's Policies. Contractor shall ensure that all proposed changes to the Policies during the term of the Contract, are promptly provided to the Chief and Support Lieutenant for prior approval. The Contractor shall promptly comply with requests from the County to provide additional information and documentation.

11.2 SECURITY

- A. The parties understand the importance of issues related to safety and security in the Jail. Contractor agrees to provide the fullest cooperate when addressing safety and security issues. Contractor and its Staff shall comply with Jail policies, procedures and corrections staff regarding security issues. While the Jail will use reasonable efforts to provide sufficient security to enable Contractor and its Staff to safely and adequately provide the Health Care Services described in the Contract, nothing herein shall be construed to make the County or the Jail, its officers, directors, agents, or employees a guarantor of the safety of the Contractor or its Staff.
- B. The County reserves the right in its sole discretion to intervene in the Health Care Services delivery and authorization at any time to address situations impacted by Inmate safety and security-related factors or other factors of imminent importance. In the circumstances identified in this subsection, the Jail shall have the right to make the final decision on Inmate care. The County reserves the right to investigate medical, dental, mental health, and pharmaceutical delivery and authorization at any time to address situations impacted by Inmate safety and security-related factors or other factors of imminent importance.

- 11.3 ORDER TRACKING PROGRAM. Contractor will develop, implement and maintain, during the Contract term, an order tracking system that ensures that nursing and practitioner (physician, nurse practitioner, physician assistant, dentist, or other licensed prescriber) plans or orders for requests for tests, interventions, referrals, and outside records, are executed, received, and reviewed timely and in accordance with policy.

11.4 EMERGENCY RESPONSE AND DISASTER RECOVERY PLANS

- A. Contractor will provide documentation describing the roles of Health Care Staff in an emergency response. Within 30-days from Contract award, the Contractor will be required to provide an emergency response plan that complies with the requirements of Jail policies, and in accordance with Standards. Contractor will be expected to participate in County and Jail mass disaster drills, man-down drills and incident critiques. Contractor will provide Health Care Services, in times of emergency or threat thereof, whether accidental, natural, or human-made disaster.
- B. Contractor shall have a robust contingency and disaster recovery plans in place to ensure that Health Care Services provided under the Contract will be maintained in the event of disruption to the Contractor's operations (including, but not limited to, disruption to information technology systems), however caused. The contingency and disaster recovery plans must be designed to ensure that Health Care Services are promptly restored after a disruption to avoid unacceptable consequences due to the unavailability of Services. The Contractor shall test the contingency/disaster recovery plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the County to ensure limited system downtime when testing is conducted. At least one

annual test shall include backup media restoration and failover/fallback operations. All contingency and disaster recovery plans shall be available to the County to inspect at any reasonable time, and subject to regular updating, revision, and testing throughout the Contract term.

11.5 INFECTIOUS DISEASE PREVENTION AND CONTROL PROGRAM

- A. The Contractor shall implement a comprehensive written infectious disease prevention and control program to include surveillance, preventive, control techniques, treatment and reporting of infections to prevent and minimize infectious disease outbreaks. The program must comply with all applicable CDC guidelines, OSHA regulations, KCSO policies, Standards and Chapter 70.48 RCW. The Contractor shall ensure all of Contractor's Staff are appropriately trained and knowledgeable of the program. The program shall address all Health Care Services and transportation services. The program shall also address communication of universal precautions and any required special handling of Inmates during transport, e.g., using a N95 mask. The Contractor will establish and implement policies and procedures for the care and handling of all Inmates diagnosed with an infectious disease and provide on-site case management Services.
- B. The Contractor will be responsible for: 1) ordering and paying for all supplies and medication needed to perform tuberculin skin testing; 2) planting purified protein derivative ("PPD") TB skin tests on Inmates and no later than 72-hours, reading the implant and documenting the results in the Inmate's medical file; 3) administering TB medication to all Inmates that test positive; 4) communicating with the County and State Health Departments as required for Inmate care and by law; 5) providing the Chief and Support Lieutenant monthly logs of all Inmates, including the Inmate's name and identification number, diagnosed with an infectious disease; and 6) educating Inmates and corrections staff regarding infectious disease prevention and control issues.
- C. If over 5% of the eligible Inmates PPDs are not placed and read, or fail to receive timely follow-up, a penalty of \$200 will be incurred times the number of Inmates over 5% for whom the PPD was not placed, read, or followed up within the prescribed time frame for the period being measured (not to exceed a 30-day period.) For this purpose, eligible Inmates are defined as Inmates in the Jail for over 96-hours.

11.6 VERMIN AND PEST CONTROL PROGRAM. The Contractor shall be responsible for establishing protocols and guidelines for responding to lice, vermin and pest control within the Jail in accordance with Standards and Jail policies.

11.7 PATIENT SAFETY PROGRAM. The Contractor will develop appropriate policies, training, leadership, oversight and patient safety systems and processes to reduce risk and prevent harm (adverse and near-miss clinical events) to patients. Elements of the program will include, without limitation: 1) a voluntary error reporting system for errors or dangerous conditions that might lead to an error, where the error or condition had not resulted in patient harm; 2) a mandatory error reporting system for all other errors; 3) a system whereby errors or dangerous conditions are recorded and tracked; and 4) an appropriate group of staff (e.g. leadership committee including the Support Lieutenant) who review the list of errors and dangerous conditions on a regular basis; appropriately prioritizes assignment of analyses for these errors and dangerous conditions for root cause analysis; reviews the results of the root cause analyses; implements sustainable fixes and

monitoring of identified problems.

ARTICLE 12. STAFFING

12.1 STAFF - GENERAL

- A. The Contractor shall provide and maintain an adequate level of qualified Staff to provide 24/7 Health Care Services at the Jail as required by the Staffing Matrix approved by the County. The Contractor shall furnish (recruit, interview, hire, train and supervise) all Health Care Services Staff, including technical and support Staff, necessary to provide the Services required under the Contract. The Offeror will demonstrate that it has the experience and resources to aggressively and creatively recruit and retain sufficient qualified Staff.
- B. The Contractor shall ensure that all Staff provided or made available by Contractor to provide services hereunder are Licensed, certified, or registered, as appropriate, in good standing in Washington State, in their respective areas of expertise, with all qualifications, training, and experience as required by law for the work he/she is performing in accordance with Standards. Supervising medical and mental Staff must have at least three years of applicable experience after obtaining his/her credentials and licensing from the State of Washington. Contractor is responsible for ensuring that all Staff are in, and remain in, compliance with all State of Washington Licensing and credentialing requirements.
- C. The Contractor shall have direct oversight, be responsible for and monitor the performance of all Staff whether providing direct health care or performing other duties in support of the Contract. The Contractor shall ensure that all Staff perform only work within the scope of their respective license/certifications and are appropriately supervised.
- D. Contractor shall maintain current personnel files (or copies thereof) of all Staff assigned to the Jail. The records shall be promptly made available to the County upon request. These files shall include, but not be limited to, copies of current Licenses or proof of professional certification, evaluation records, and position responsibilities. All Staff performing services under the Contract or entering the Jail shall be screened TB prior to entry and tested annually thereafter.
- E. All Staff work hours shall be spent on-site at the Jail, except as otherwise agreed by both parties. All full-time Staff shall be on site a minimum of 40-hours per week. All Staff shall be required to comply with sign-in and sign-out procedures. The Chief and Support Lieutenant shall have access to all records indicating the hours worked by each employee.

12.2 BACKGROUND INVESTIGATION, REMOVAL, AND REPORTING

- A. Contractor's Staff must meet all County background screening requirements and be approved by the Chief prior to, and while, providing Services under the Contract. The Contractor shall submit all materials requested by the Chief for review when making qualification decisions, including a signed application for employment. No Staff will be authorized to enter the Jail unless and until he/she has met all Jail background and security clearance requirements and attended the Jail's pre-service security training. The Contractor shall reimburse KCSO for all costs of fingerprinting, background screening and investigations of Contractor's Staff.

- B. The County, at its sole discretion, may refuse admittance or remove any Staff from the Jail for engaging in conduct (either on or off duty) which threatens the security of the Jail or would otherwise render that Staff person ineligible for security clearance, without incurring penalty or cost for exercising this right. Such removal/refusal may occur without prior notice to the Contractor and may be considered by the County to be a failure to provide Staff in accordance with the Staffing Matrix.
- C. Contractor agrees to cooperate with the County and respond to inquiries or complaints about its Staff, including lack thereof, in a timely manner. Should the County have security or other concerns regarding Staff fitness or ability to perform at the Jail, Contractor will exercise its best efforts to resolve the issues of concerns. If the issues are not resolved to the County's reasonable satisfaction, Contractor will remove the Staff person from providing Services under the Contract.
- D. Contractor shall immediately notify the Chief and Support Lieutenant in writing when it becomes known to the Contractor that Staff person has participated in events that results in a reportable incident to their perspective professional state board or that Staff have engaged in conduct (on or off duty) that would threaten the security of the Jail or would otherwise render that Staff person ineligible for security clearance. Notification shall include without limitation a copy of all reports filed. Contractor shall also keep the Chief and Support Lieutenant informed of all Staff disciplinary issues and actions taken to resolve the issues.
- E. Contractor shall immediately notify the Chief and Support Lieutenant in writing when any Staff person has been removed from providing Services under the Contract for any reason. The notice shall identify the reason for the removal, the effective date of the removal, and the name of the interim Staff.

12.3 STAFFING REQUIREMENTS

- A. STAFFING MATRIX. Proposals shall identify all Staff positions using the Exhibit F (Staffing Matrix). Proposals shall identify the duties, responsibilities, job description, rate of pay, qualifications, years of experience, shift and hours, and the number of Full Time Equivalent (“FTE”) Staff required to fulfill all requirements under the Contract. The Contractor will be required to maintain, at a minimum, the number of Staff identified in Contractor’s Staffing Matrix as accepted by the County. It is the responsibility of the Contractor to provide any additional staffing necessary to meet its contractual obligations without additional compensation. There shall be no substitution of Staff coverage for Staff with higher credentials/training, (i.e., LPN will not be able to substitute for an RN, a Certified Nurse Assistant may not substitute for an LPN, a midlevel Contractor may not substitute for a physician). One Staff person shall not fill two roles, for example: a nurse practitioner that is scheduled to see patients may not be counted toward RN coverage for that shift, unless he/she is completing the RN assignment.
- B. ON CALL. Contractor will ensure that a physician and an HSA are available on call. The on-call physician shall respond by telephone within 15-minutes of the telephone call for service and shall provide direction to the caller. If requested or the situation warrants direct assessment, the on-call physician shall report to the Jail within 1-hour after notification.

- C. EMERGENCY CALL BACK. Contractor shall make provisions for the call back of sufficient physician, nursing and other support Staff to meet any emergency or mass casualty situation that may arise. Routine call back coverage for individual medical emergencies shall be arranged at the discretion of the Contractor to minimize outside referral and transportation costs. The Contractor shall provide call back for on-site suturing or any other direct or ancillary service.
- D. NURSING WAGES. Competent nursing Staff cannot be retained if the hourly wages are below the average wages for nursing Staff with comparable levels of training and experience. A vital factor in maintaining appropriate Services is the hiring and retention of competent nurses. Accordingly, it is important that wages meet or exceed the average wage in the surrounding area. The average hourly wage of registered nurses, licensed practical nurses, nurses' assistants, and medical assistants shall be no less than \$1.25 of the U.S. Department of Labor Consumer Price Index average for the same positions.
- E. FULL TIME EQUIVALENT (FTE). References to FTE refers to positions that are staffed by a single person, 40-hours per week, receiving full time employee benefits, such as health care, vacation and retirement.
- F. PART-TIME EMPLOYEES. No more than 20% of Contractor's employees in each staffing position shall be part-time. A part-time employee is any person who works less than 36-hours weekly and/or does not receive employee benefits, such as health care, vacation and retirement. At no time shall there be greater than 50% of the part-time employees of the Contractor's Staff working on-site.
- G. USE OF A STAFFING COMPANY. To fulfill its staffing obligations, Contractor may utilize a staffing company previously approved by the County to fulfill the needs of any position that is temporarily vacant. In the event a current Staff member is utilized to fill the scheduled hours of another Staff member, Contractor must utilize a like-kind or higher-level Staff member to fulfill the vacant Staff position. A paid hour for Staffing is hereby defined as an hour paid to a Staff member to fill the hours set forth in the Contract, which shall include hours worked on-site, and telehealth hours.
- H. STUDENTS. Students in health professions may be utilized to supplement services under the supervision of appropriate qualified health care professionals, as they would in the community setting. All students must have background screening as required for all Staff, participate in orientation requirements, and shall only perform tasks permitted by their student status in accordance with Standards.

12.4 CREDIT AND REPORTING

A. FULL STAFF COVERAGE AND CREDIT

1. The Contractor must be fully Staffed in accordance with the Staffing Matrix. A Staff shift position is considered filled when the qualified hired individual is functioning in the relevant capacity of the position and earning compensation; not when the position is announced, a selection is made, or when a "hiring date" has been agreed upon. Hours filled by a higher-level practitioner (e.g., nurse practitioner hours worked by a physician, RN replacing an LPN), will be counted toward the fulfillment of hours worked for the

lower position classifications. The Contractor shall not move an employee from a filled position into a vacant position more than twice per year. In the case of the “on call” physician, the position is adequately staffed when a qualified physician is immediately reachable by phone and available to come to the Jail if needed.

2. Any shift left vacant or not filled, in whole or in part, will result in a credit to the County equal to the Contractor’s cost of that position, had the shift been staffed, salary plus benefits of the individual assigned to work that position for the hours the position is vacant, (collectively identified as “Daily Cost Adjustment”). Proposals shall identify the Daily Cost Adjustments for all positions/Staff identified in the Offeror’s proposed Staffing Matrix.
 3. Contractor’s monthly invoice shall reflect an itemized credit for the Daily Cost Adjustments for the prior month. Failing to provide a report or providing an incorrect report may result in the County determining the offset with its own best information.
- B. DAILY ATTENDANCE. Contractor shall by 9:00 am daily, provide the Chief and Support Lieutenant a daily shift schedule which identifies the names, job title, shift and specific hours to be worked for all Staff providing Services under the Contract for the proceeding 24 hours and which verifies the same for the prior 24 hours.
- C. MONTHLY STAFF REPORT – CURRENT MONTH. No later than the last day of each month, the Contractor shall provide the Chief and Support Lieutenant a complete Staffing Matrix for the following month with the names, titles, shift and hours of all monthly Staff using the Staff Matrix format. The schedule shall identify all vacancies, recruitment efforts, and proposed new hires by position and vacancy/start date, as applicable. Additionally, the Contractor shall submit all materials requested by the Chief and Support Lieutenant for review when making qualification decisions, including a signed application for employment. See Exhibit B (Required Reporting).
- D. MONTHLY STAFF REPORT – PRIOR MONTH. No later than the 5th day of the following month, the Contractor shall provide the Chief and Support Lieutenant the attendance records (by name, title, shift and hours) and supporting payroll and automated time-keeping information that demonstrates and verifies filled and unfilled hours per position, for the prior month consistent Staffing Matrix. Any month in which there is less than one hundred percent of the required Staffing hours of the designated positions in the Staffing Matrix worked in the prior month (payroll information and the Staffing Matrix, as incorporated in the Contract, will be the authorized documents used as a basis for calculating a reduction in the Contractor’s monthly invoice due to vacancies in any position identified on the Staffing Matrix. The adequacy of Staffing shall be reviewed monthly and more often as needed by the Contractor and Chief. See Exhibit B (Required Reporting).

12.5 SPECIFIC STAFF REQUIREMENTS

- A. HEALTH SERVICES ADMINISTRATOR (HSA). The Contractor shall employ a full time HSA who by education, experience, or certification (e.g. MSN, MPH, MHA, FACHE, CCHP) capable of assuming responsibility for arranging all levels of health care and ensuring quality and accessible health services for Inmates. The HSA shall have the professional experience and authority sufficient to assume the responsibility for arranging all levels of health care and

ensuring quality and accessible health care services for Inmates. The HSA will oversee the administrative requirements of the Health Care Services, such as recruiting, staffing, data gathering, financial monitoring, policy and procedure development and review, contracts, medical record keeping, and other management services. The HSA must be present in the Jail not less than 40-hours per week, five (5) days per week. In the absence of the HSA, the Contractor will designate an individual to serve as the acting HSA.

- B. MEDICAL DIRECTOR. Contractor shall provide a singular designated physician, with a current Washington State medical license, who is Board Certified in one of the following: Family Practice, Internal Medicine, Surgery or Emergency Medicine, with appropriate credentials and professional experience to function as the Medical Director. The Medical Director will be responsible for overseeing and supervising the Health Care Services and medical Staff. The Medical Director must have a minimum of four (4) years' experience in a senior administrative role in a managed care organization. Certification in correctional health care is preferred.
- C. MENTAL HEALTH MANAGER. Contractor shall provide a Mental Health Manager, with a current Washington State license (psychiatrist or psychologist), with appropriate credentials and professional experience to function as the Mental Health Director. The Mental Health Manager will be responsible for overseeing and supervising the mental healthcare of the Inmates. The position of Medical Director and Mental Health Manager may be filled by the same person.

12.6 SUBCONTRACTORS

- A. Proposals shall describe in detail all required tasks or operations specifically related to fulfilling the Contractor's obligations to the County under the terms of the Contract to be performed by subcontractors. Subcontracting is the sole responsibility of the Contractor and all subcontractors selected by the Contractor must be approved, in advance, by the Chief.
- B. Proposals shall describe the Contractor's plan to monitor all subcontractors, including health care contractors, to ensure that subcontractors are performing appropriately. Contractor shall oversee and hold subcontractors accountable for any functions and responsibilities that it delegates. The Contractor shall provide the County with a copy of all contracts related to subcontractors when any change occurs, or any time upon request from the County. The Contractor shall not substitute any subcontract without the prior written approval of the Chief.
- C. The Contractor shall ensure that its subcontractors shall indemnify and hold the County harmless as well as comply with the insurance requirements of the Contract. Contractor shall provide proof of subcontractor insurance in the form of a Certificate of Insurance and endorsement to the County upon request. Further, any actions/omissions of Contractor's subcontractors remain subject to indemnification by Contractor as provided in the Contract.

12.7 IDENTIFICATION BADGES, SEARCH AND KEYS

- A. The Jail will provide Contractor's Staff identification badges and keys or the equivalent. All Staff shall display his/her company identification badge and Jail identification badge while on County premises. Upon request of KCSO staff or corrections staff, Contractor's Staff shall provide additional photo identification.

- B. All Staff may be physically searched upon entering or exiting the Jail. Staff shall comply with Jail policies regarding Jail restricted items, identification badges, and keys.
 - 1. The Contractor shall be responsible for control of all keys obtained for the Jail and the security of those areas accessed by the keys.
 - 2. Contractor shall return to the Support Lieutenant all Jail issued identification badges and keys on the last day a Staff person provides Services under the Contract.
 - 3. Contractor shall immediately report to the Support Lieutenant, and highest-ranking corrections staff person currently on shift, the loss or theft of any identification badge or key associated with the Jail, followed by a written report. Contractor will be responsible for all costs of replacing lost keys, re-keying, replacing lock cylinders, and any other associated costs.
 - 4. The identification badges and/or keys issued to Staff shall not be duplicated.
 - 5. Contractor shall account for and return any remaining keys and identification badges within 48-hours of the Contract termination. Failure to do so shall result in withholding of final payment and/or a deduction from the final payment for the costs of replacing lost keys and re-keying and replacing lock cylinders.
 - 6. Contractor shall not provide subcontractors and staffing agency contracted Staff with “Take-home” keys.

12.8 TRAINING

- A. Contractor shall ensure all Staff receive the following training prior to providing Services under the Contract, and annually thereafter: Jail security orientation (provided by Corrections staff), basic life support, first aid, CPR and emergency procedures, medical emergency or disaster responses, emergency on-call physician coverage, emergency transfer and transportation of Inmates, signs and symptoms of mental disorders or chemical dependency, HIV/AIDS, and PREA. All Staff with regular contact with Inmates shall receive, within 15 days of the start date, 8-hours of training in the identification and management of suicidal Inmates and the eight components of a suicide prevention and intervention program, and 2-hours of suicide prevention and intervention training annually thereafter. The suicide prevention and intervention training should include, at minimum, review of predisposing risk factors, warning signs and symptoms, referral procedures, treatment, housing issues, monitoring, identifying suicidal Inmate despite denial of risk, communication, discussion regarding recent suicides and/or serious suicide attempts in the jail, reporting, review and debriefing. All training shall be documented with verification to the Chief and Support Lieutenant upon completion.
- B. Contractor agrees to annually participate in cross training with corrections staff. Contractor’s Staff shall be required to attend Jail orientation training regarding custody rules and standards prior to providing Services under the Contract. Contractor agrees that Health Care Staff will provide training in the effective use of Services to corrections staff and such other training reasonably requested by the Chief and Support Lieutenant at no additional cost to the County.

ARTICLE 13. REPORTING AND COMMITTEE REQUIREMENTS

13.1 REQUIRED REPORTING

- A. Contractor shall provide to the County, on a date and in a form mutually acceptable to the parties,

all statistical, financial, and informational reporting and review committees and requirements as identified in the Contract and Exhibit B (Required Reporting). All reports shall be provided to the Chief and Support Lieutenant on or before the required due date. The County reserves the right to change the reports, report contents, frequency reports and require additional reports, and information pertaining to contract compliance and other reports and information that may be required to respond to grievances, inquiries, complaints and other questions raised by Inmates or other parties. All reporting shall be in accordance with applicable Standards.

- B. All statistical, financial, informational data and Services records maintained or produced as part of the reporting requirements shall be deemed to be owned by the County. The ownership provision is in consideration of the Contractor's use of public funds in collecting or preparing such medical records, data, information and reports. These items shall not be used by the Contractor for any independent project of the Contractor or publicized by the Contractor without the prior written consent of the County.

13.2 QUALITY ASSURANCE AND CONTRACT MANAGEMENT

- A. Proposals shall describe Offerors system for quality assurance and contract management, which includes corrective action measures. Contractor is expected to perform at, or better than, the Standards and Contract requirements.
- B. Contractors shall establish, implement, and maintain a Continuous Quality Improvement program in accordance with Standards to monitor and improve the Services delivered in the Jail. The program shall define the nature and type of all committees, meetings, participants, data collection methods, analytical procedures and actions taken resulting in measurable improvements in Service delivery and documentation in accordance with Standards.
- C. Contractor shall establish, implement, and maintain a Continuous Quality Improvement (CQI) Committee in accordance with Standards, which meets monthly. This committee shall have representation, internal and external, from all disciplines and County representatives. All activities shall be documented and maintained on a current and ongoing basis. Records shall be provided to the Chief and Support Lieutenant monthly.
- D. Contractor shall perform ongoing Quality Control Management to monitor the access to and quality of Inmate Health Care Services provided at the Jail. The Quality Control Management program shall monitor all aspects of healthcare including at least the following: access to health, medication management, nursing services, physician services, access to specialty care, environmental services, infection control procedures, healthcare records, sick call services, intake screening and evaluations, chronic disease services, infirmary care, diagnostic services, discharge planning, and adverse patient occurrences, including all deaths. Contractor's Quality Control Management program shall include reviews of all aspects of Inmate Health Care Services and shall identify any deficiencies in services to Inmates as well as Staff training needs and/or deficiencies. Corrective plans to address all deficiencies and recommended improvements shall be prepared and the Quality Control Management program shall include ongoing assessment of the effectiveness of corrective plans and actions.

13.3 MORTALITY REVIEW. Contractor shall manage a formal mortality review process that includes clinical and correctional staff. All mortality reviews will be conducted within 30 days of an Inmate

death and include an administrative review, clinical mortality review and a psychological autopsy if death is by suicide. Contractor shall ensure that all corrective actions identified through the mortality review process are implemented and monitored through the Continuous Quality Improvement program for systemic issues and through a patient safety program for Staff-related issues.

13.4 ADDITIONAL COMMITTEES, MEETINGS AND PROGRAMS. The Contractor shall ensure that there are adequate and ongoing quality assurance committees, peer reviews, meetings and programs in place as recommended by the Standards and/or requested by the County. The Contractor shall assign qualified professionals to attend and participate in all meetings.

13.5 PROBLEM ESCALATION PROCEDURE

- A. Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the Chief within appropriate timeframes.
- B. The PEP, including any revisions thereto, must also be provided within ten (10) business days after the start of each Contract year and within ten (10) business days after any change in circumstance which changes the PEP. The PEP shall detail how problems with Services will be escalated to resolve any issues in a timely manner. The PEP shall include:
 - 1. The process for establishing the existence of a problem;
 - 2. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization and role in resolving a problem;
 - 3. For each person listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
 - 4. Expedited escalation procedures and any triggering event;
 - 5. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the County;
 - 6. Contact information for persons responsible for resolving issues after normal business hours and on an emergency basis; and
 - 7. A process for updating and notifying the Chief of any changes to the PEP.
 - 8. Nothing in this section shall be construed to limit any rights of the County which may be allowed by the Contract or applicable law.

ARTICLE 14. OFFICE SPACE, RESPONSIBILITIES AND EXPENSES

14.1 COUNTY RESPONSIBILITIES

- A. The County agrees to provide the Contractor with office space, equipment, heat, lighting, ventilation and the necessary utilities to enable Contractor to perform its obligations under the Contract. The Jail clinic area provided consists of two examination rooms, one room for lab work, breakfast/kitchen area, one room with secured cabinets for pharmaceuticals and three work stations and three offices and four work stations outside the clinic which area available for Staff use. A work station in the booking area is also available for use by the Contractor's intake Staff. All Services are to be delivered to Inmates within the area of the Jail where access is controlled by corrections staff (secure perimeter).

- B. The County agrees to provide telephone and a telephone line for local and long-distance calls, language line services, three computers, copy and fax machine, and general maintenance and cleaning services.

14.2 CONTRACTOR RESPONSIBILITIES

- A. Unless otherwise provided herein, Contractor is responsible for the following: all Staff wages and benefits; policy and procedure development; any IT expenses required to set up, configure, integrate, support and maintain the EHRS (including but not limited to, county staff time, hardware, software, and internet connectivity); subscriptions to Office 365 if access to Microsoft products is required on a County computer; travel and training expenses; licensing of employees; all pharmacy costs; outside medical care; any publications and subscriptions; pharmacy waste and disposal; all insurance required by the Contract; medical supplies and equipment; office supplies; hazardous waste storage and disposal; and all related Health Care supplies.
- B. Contractor will be responsible for the cost of new and/or replacement equipment needed to safely provide patient care. Contractor will be responsible for ongoing repair and maintenance of all medical equipment and devices used in providing Services in good repair and satisfactory working order in accordance with the applicable U.S. National Standards for Medical Devices and other Standards, whether owned by the Contractor or the County. The County shall not be liable for loss of or damage to personal property, equipment and/or supplies of the Contractor or Contractor's Staff, unless caused by the gross negligence of the County.

ARTICLE 15. FINANCIAL MANAGEMENT

- 15.1 Contractor shall develop and maintain sufficient internal controls to adequately safeguard resources, promote effectiveness and efficiency of operations, and assure the reliability of financial reporting to account for all revenue and expenses associated with the Contract. Contractor shall develop and maintain internal controls to prevent and detect internal and external fraud, waste and abuse. Upon reasonable notice, the Contractor shall provide the County or the County's agent prompt, reasonable, and adequate access to any records, books, documents, and papers related Contract Services.
- 15.2 Contractor shall have a system to track revenue, expenditures, utilization, cost per service, etc. The system shall have the capability of producing monthly and annual reports to track actual to budget expenditures, assist in the budget process, and identify potential budget surpluses or overages. The system and the reports the system produces shall be approved by the County. Contractor shall make reports available to the County as requested by and on dates specified by the County.
- 15.3 Contractor shall agree to provide the County prompt access to such reports and tracking system, within the State of Washington, regardless of where the Contractor maintains such books, records, and supporting documentation. Access shall be to examine, audit, and/or investigate the Contractor's capacity to bear the risk of potential financial losses, the Health Care Services and deliverables provided, and/or determination of the amounts payable under the Contract. Contractor further agrees to provide such access in reasonable comfort and to provide any furnishings, equipment, and other conveniences deemed reasonably necessary to fulfill the purposes described in this section. The Contractor shall require its subcontractors to provide comparable access and

accommodations.

- 15.4 Offeror shall describe their general ledger and accounting system and how the system tracks and records revenue and expenses, including location of system and records. Specifically address how the Offeror's accounting system shall be able to accurately and separately account for all revenues and expenses related to any resulting County contract.

ARTICLE 16. PRICING AND ADJUSTMENTS

16.1 PRICING

- A. Pricing is for comprehensive Health Care Services for Inmates on a fixed per Inmate price with an average daily population of 455 for Services both on and off Jail property, inclusive of lab services, pharmaceutical costs, and electronic health record management system. The cost of outside medical services includes inpatient hospitalization costs, emergency room visits, ambulance transportation expenses, outpatient surgeries, outpatient physician consultations, outside specialist fees, diagnostic procedures, and managed care network fees. Components covered under pharmaceutical costs include: Over the counter (O.T.C.) medications, formulary and non-formulary medications, back-up pharmacy expenses, injections, vaccines (including Hepatitis B, flu and rabies), courier service and dispensing fees.
- B. Proposals shall identify the fixed per Inmate price for the Contract term.

16.2 AVERAGE DAILY POPULATION (ADP)– INVOICE ADJUSTMENT

- A. The Contractor's itemized monthly invoice shall be adjusted when the actual ADP calculated for the end of the month falls below a minimum number of ADP of 445 or exceeds the maximum number of ADP of 465 during the month.
- B. Should the actual ADP for any month fall below the minimum number ADP applicable to that invoice period, then the Contractor shall decrease charges to the County for that month in an amount calculated by subtracting the actual ADP from the minimum estimated ADP in the range applicable to that Contract Period, then multiplying the resulting number by the number of days in that month, then multiplying that number by the applicable per Inmate rate.
- C. If the actual ADP of any month exceeds the maximum number of the ADP applicable to that Contract Period such that additional Staff is necessary, then the Contractor shall increase the charges in their invoice to the County for that month in an amount calculated by subtracting the maximum estimated ADP in that range applicable to that Contract Period from the actual ADP and then multiplying the resulting number by the applicable per Inmate rate. In addition, The Contractor shall simultaneously indicate the proposed Staff increases to be covered by the per Inmate rate and provide documentation sufficient to prove to the County's satisfaction, at the County's sole discretion, that such Staff increases were implemented during said month.
- D. Where the actual ADP falls within the range of the estimated minimum and maximum daily Inmate population for that period, no per diem will be assessed and no per diem adjustment will be made.

ARTICLE 17. CONTRACT MONITORING

- 17.1 The Contractor's performance will be measured regularly and shall meet specified performance outcomes and measures as identified in the Contract. Performance outcome and measures may be added, revised or updated by the County to reflect current priorities of the County and Standards in delivering Health Care Services to Inmates.
- 17.2 The County and/or its agents retains the right to review all documents used to provide Services, either via County employees or its agent(s) (the "CM"), to monitor Contractor's compliance with the Contract and Services provided.
- A. The CM will have the right to review Inmate access to care, compliance with Standards, and adherence to policies to assure that the Health Care Service needs of the Inmate population are adequately met.
 - B. The CM will review compliance with the requirements and terms of the Contract to assure that the needs of the Jail and County are adequately met.
 - C. The CM may conduct compliance monitoring activities on a random and routine basis which may include monthly review. The Contractor shall provide the CM a corrective action plans by the fifteenth (15) of the month from the previous review. Source documents requested by the CM will be provided by the Contractor upon request for monitoring purposes.
 - D. The CM shall have free access to all Staff and work products, and to any correspondence, records, reports, or other written and/or electronic materials dealing with this Contract. The Contractor's staff shall meet with CM as requested by the CM as necessary to review and discuss the compliance monitoring activities. The County requires written assurance from the Contractor that such access shall be provided.
 - E. The results of compliance monitoring activities conducted by the County, including identification of non-compliance, shall be provided to the Contractor in writing by the CM.
- 17.3 Performance below Standards and Contract requirements may result in application of liquidated damages and/or penalties as specified herein. The County will provide Contractor the list of patient names, dates of events, and explanations.
- 17.4 The Contractor will have the opportunity to review and contest the results of the reviews/audits. Such contest must be communicated to the County within 30-days of receipt and include specific items with which it disagrees. The County will take this input under advisement and, if appropriate, adjust the results. The County's decisions and adjustments are final. The existence of liquidated damages and/or penalties for failure to perform key elements of care at a minimal level does not imply that the County finds it acceptable for the Contractor to perform below these levels as long as the Contractor pays the associated penalties. Severe, repeated or chronic failures to satisfy performance indicators may, at the sole discretion of the County, constitute cause for termination of the Contract.

ARTICLE 18. END OF CONTRACT TRANSITION

- 18.1 Upon Contract terminated for any reason, or expiration, the Contractor shall assist the County in the transition to KCSO, KCSO's agents or the successor contractor. The Contractor shall provide all transition efforts necessary to ensure a quality, smooth, efficient and timely transition to KCSO or KCSO's agent(s). Near the end of the Contract the Contractor shall support end-of-contract transition efforts with technical, business, and project support.
- 18.2 The Contractor shall draft and submit a transition plan prior to completion of the Contract outlining the steps necessary to transition activities to KCSO or KCSO's agent(s).
- 18.3 The County reserves the right to extend the term of the contract on a month to month basis to assist in the transition of services. The Contractor shall make provision for continuing all management and administrative services until the transition of Health Care Services is complete and all other requirements of the contract are satisfied. The Contractor shall be responsible during the transition for all requirements within the Contract.
- 18.4 The County may withhold some or all of the final payment due to the Contractor, if the Contractor does not: 1) Transfer County-specific databases, as required; 2) Provide appropriate representation at work initiation meetings with a successor contractor; 3) Properly document all required records, reports, data, etc., ensuring such documents are current; 4) Relinquish all supplies, equipment, manuals, etc., owned by County at the end of the Contract; or 5) Relinquish all source codes to software specifically developed for use under the Contract to the County or place such source codes with an appropriate escrow agent.
- 18.5 The Contractor will return to the County possession and control of all medical equipment and office equipment provided by the County for Contractor's use during the Contract term, in working order, reasonable wear and tear excepted. Any equipment and/or supplies belonging to the County will remain the property of County and any equipment supplied or purchased by Contractor shall remain the property of Contractor at the termination of the Contract. Contractor shall be responsible for reporting fires and hazardous conditions according to Jail policy.

END OF SCOPE OF WORK

**EXHIBIT A
CONTRACT NO. KC –
PROFESSIONAL SERVICES CONTRACT**

This Professional Services Contract (“Contract”) is made as of this _____ day of 20__ (“execution date”) by and between the Kitsap County Sheriff’s Office, acting through Kitsap County, a Washington state municipal corporation (“County”), and _____, a corporation organized and existing under the laws of the State of _____, with offices located at _____ (“Contractor”).

RECITALS

WHEREAS, the County owns and operates the Kitsap County Sheriff’s Office Corrections Department (“Jail”) located at 614 Division Street, Port Orchard, Washington;

WHEREAS, the County has the obligation to provide for the health, safety, and welfare of all Inmates incarcerated at the Jail;

WHEREAS, the objective of the County is to provide for the delivery of quality Health Care Services to all Inmates in the physical custody and control of the County in accordance with applicable Standards; and

WHEREAS, the Contractor is in the business of providing health care services and desires to provide such services for the County under the terms and conditions hereof.

AGREEMENT

NOW, THEREFORE, in consideration of the following mutual covenants and promises, and the foregoing recitals which are made a part of the Contract by this reference, the parties agree as follows:

ARTICLE 1. TERM AND EFFECTIVE DATE

- 1.1 The Contract will commence at 12:00 A.M. on _____, 2018 (Effective Date) and remain in effect for five years, until midnight _____, _____, unless terminated or extended as provided herein. The Contract may be extended for additional consecutive one (1) year terms at the prior written agreement of the parties. In no event will the Contract or any contract amendment become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.
- 1.2 The Contract, and any amendments, will become effective when approved and executed by the duly authorized representatives of Kitsap County and Contractor.

ARTICLE 2. DEFINITIONS

- 2.1 The definitions for terms within the Contract shall be as provided in the request for proposal, which is incorporated in full herein by this reference.

ARTICLE 3. SCOPE OF WORK

- 3.1 GENERAL ENGAGEMENT. The Contractor shall provide Health Care Services as set forth in the request for proposal and scope of work. Contractor agrees to meet or exceed all applicable Standards, as defined in the Scope of Work and incorporated in full by this reference, in effect and as amended

during the Contract term.

- 3.2 **SCOPE OF WORK.** Contractor will provide all Health Care Services and related health care and administrative services necessary for provided such Services, including but are not limited to: a program for preliminary intake health screening of Inmates upon arrival at the Jail, a comprehensive health assessment examination of each Inmate following admission, regularly scheduled care for non-urgent, urgent, and emergency episodic care, care for chronic conditions, withdrawal/detoxification treatment, nursing coverage, regular physician visits on site, infirmary or medical housing unit care, hospitalization, medical specialty services, diagnostic and therapeutic services, mental health services, medical records management, pharmacy services, health education and training services, a quality assurance program, utilization management, administrative support services, and other services as more specifically described in the Contract. Contractor shall provide all Health Care Services as identified in the request for proposal, Contract, and Contractor's Proposal as accepted by the County.
- 3.3 **STAFFING MATRIX.** The Contractor shall provide and maintain the Staff as necessary to provide the Health Care Services to Inmates as provided in the Contract, in accordance with Attachment F (Staffing Matrix), as accepted by the County. Contractor will perform a monthly self-audit of its payroll records to ensure compliance with all Staffing obligations required by the Contract.
- 3.4 **LICENSURE, CERTIFICATION AND REGISTRATION OF PERSONNEL.** Contractor will ensure that all Staff provided and made available by Contractor to provide Services under the Contract shall be licensed, certified or registered, as appropriate, in good standing in their respective areas of expertise as required by Washington law and the Contract. Contractor shall ensure that all Staff are competent to do the work they do, perform only work within the scope of the individual's respective license, and are appropriately supervised. Contractor shall promptly provide verification of such compliance when requested by the County.
- 3.5 **OFFICE SPACE, EQUIPMENT AND UTILITIES.** The County will provide to Contractor, beginning on the date of commencement of the Contract, the use of the clinic and office space, supplies, medical equipment, utilities and office equipment in place at Jail which are the County's property or in the possession of the County, as set forth in the Scope of Work. At the termination of the Contract, Contractor will return to the County possession and control of the clinic and office space, all medical equipment and office equipment, in working order, reasonable wear and tear excepted, which were in place at the Jail prior to the commencement of Health Care Services under the Contract.
- 3.6 **REPORTS.** Contract shall provide the County with all reports identified in Exhibit B (Required Reporting), with the content, format and due date as requested by the County.
- 3.7 **HEALTH CARE RECORDS.** Contractor will collect, document, maintain and retain a comprehensive, accurate electronic medical record for each Inmate who has received Health Care Services as identified in the Scope of Work.
- 3.8 **FACILITIES AND MATERIALS INSPECTION.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities and materials covered by the Contract. The County shall also have the right to test, at its own cost, the materials to be supplied under the Contract. If the County determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the County for testing and inspection.

ARTICLE 4. COMPENSATION

- 4.1 COMPENSATION. County will pay the contractor the annual sum, payable in equal monthly installments as identified in Attachment G (Cost Proposal Form) and accepted by the County. The Compensation will be adjusted annual as provided in Attachment G.
- 4.2 SUBSEQUENT TERMS. After the initial contract term, Contractor may submit an annual request for cost adjustments to the Sheriff on or before March 30 for the following year. Requests shall identify any increase in the Contract pricing and must be supported with financial and other documentation. In no event shall a price increase exceed the percent of change in the all Urban Consumer Price Index (CPI-U) for professional medical services, for the Seattle- Tacoma- Bremerton area as is specified by the Bureau of Labor Statistics, United States Department of Labor (www.bls.gov) for the prior year. The increase for any subsequent year shall not exceed 4%. The County shall have the right to request and receive additional information, statistics, etc., and to direct the content, form and format of presentation as it deems necessary to validate the Contractor's request for an annual cost adjustment. Failure to respond to the County's request within the time frames specified shall nullify the Contractor's request.
- 4.3 PRICE REDUCTION. Price reductions may be submitted to the County for consideration at any time during the contract period. The County at its own discretion may accept a price reduction. Price reductions will become effective upon acceptance by the County

ARTICLE 5. PAYMENT AND COSTS

- 5.1 INVOICE. The Contractor shall utilize the invoice format directed by KCSO to submit one complete and accurate invoice per month for the services and goods received in the prior month, along with supporting documentation. Invoices are due by the 10th of each month. Invoices shall be legible and reflect all appropriate adjustments for credits due the County. Invoices that are illegible shall be returned to the Contractor for clarification and the County will shall not be held to established time-frames for payment as set above. County shall have the right to require the Contractor to provide additional supporting documentation prior to payment of an invoice. Within 90 days of receipt and acceptance of third-party goods and/or services, Contractor shall submit a complete and accurate invoice for payment from the County. The County shall not be responsible for paying or reimbursing Contractor for any bills submitted after this 90-day timeframe.
- 5.2 PAYMENT. The County will make reasonable efforts to pay the Contractor within 30 days from the date the County receives a complete and correct invoice, unless otherwise provided herein. All funds disbursed to the Contractor will be processed by Direct Deposit via Automated Clearing House (ACH), unless otherwise agreed to by the parties.
- 5.3 DISCREPANCY. The County will provide notice to the Contractor of any invoice discrepancy. The Contractor and the County shall resolve the discrepancy by comparison and reconciliation of records. If resolution cannot be achieved the disputed amount shall not be paid until the parties have received an agreement resolving the discrepancy. Time-frames for payment for the disputed amount shall be waived until the dispute is resolved.
- 5.4 INSURANCE/W-9 COMPLIANCE. All payments are expressly conditioned upon the Contractor's compliance with all insurance requirements and submission of a current IRS W-9 form to the County. Payments may be suspended in full in the event of noncompliance. Upon full compliance,

payments will be released to Contractor unless otherwise provided herein.

- 5.5 RESTRICTIONS. The Contractor will only be entitled to receive payment for Services expressly authorized in the Contract and received during the Contract term and accepted by the County. Contractor acknowledges oral requests, and authorizations, for additional compensation are prohibited and unenforceable. Advance payments are not authorized. The County does not pay, and is not subject to, any late charges, fees, or penalties of any kind.
- 5.6 TAXES. The Contractor is solely liable for payment of all tax obligations arising from its performance of the Contract. Contractor and its subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor and its subcontractors shall hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. Contractor will collect sales and use taxes imposed on goods or services acquired hereunder as required by law within their contracted rate. Contractor must pay all taxes including, but not limited to: Business and Occupation Tax, taxes based on 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.

ARTICLE 6. TERMINATION

- 6.1 TERMINATION. The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate the Contract upon giving the Contractor 60-days' written notice. In the event the Contract should terminate on a date other than the end of a calendar month, compensation to Contractor will be pro-rated accordingly for the shortened month.
- A. Termination for Convenience. The County reserves the right to terminate the Contract, in whole or in part, at any time when it is in the best interest of the County, without penalty or recourse.
- B. Funding Issues. If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by County to the Contractor. No costs incurred after the effective date of the termination will be paid.
- C. Termination for Cause. The County may terminate the Contract in whole or in part due to Contractor's material default in the performance of any of its obligations hereunder. In such an event, the County will the Contractor written notice of the breach and an opportunity to cure. If the default has not been cured within time frame identified in the notice, the County shall have the right to immediately terminate the Contract. The County may, upon termination of the Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the Contract. In the event of termination, the Contractor shall be responsible to the County for the payment of any and all damages, including excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.2 PROCEDURES ON TERMINATION

- A. Upon receipt of notice of termination, the Contractor shall continue to perform, in accordance with the requirements of the Contract up to the date of termination as directed in the termination notice, notify Staff of the termination date, and minimize further costs. Upon termination, all goods, materials, documents, data, and reports prepared by the Contractor under the Contract shall become the property of and delivered to the County on demand.
- B. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accept by the County before the effective date of termination, subject to offset as provided herein. No costs incurred after the effective date of the termination will be paid. In the event of termination or suspension of the contract by the County, such termination or suspension shall not affect the obligation of the Contractor to indemnify the County for any claim by any third party against the State or the County arising from the Contractor's performance of the Contract and for which the Contractor would otherwise be liable under the Contract.
- C. Prior to or at the termination of the contract, the Contractor shall make available all such information as requested by the County, including in a readable electronic format specified by the County.
- D. All health care records will be returned to the County on or before the date provided in the notice of termination. Electronic Health Care Records will be returned to the County as provided herein and all physical records with Inmate health data shall be delivered to the County in file folders ordered by Inmate number and stored in sequentially numbered catalogued boxes on acid free paper. An electronic catalogue of the content of the boxes shall be supplied with the boxes.

ARTICLE 7. NOTICE AND CONTRACT REPRESENTATIVES

7.1 Any notices, demands and other communications required by the Contract will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party’s Contract Representative at the address below. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. Each party will designate a “Contract Representative”, which may be changed by providing 15 days’ prior notice to the other party.

County’s Contract Representative		Contractor’s Contract Representative	
Name:	Penelope Sapp	Name:	
Title:	Support Lieutenant	Title:	
Address:	Kitsap County Sheriff’s Office Jail 614 Division Street MS#33 Port Orchard, WA. 98366	Address:	
Phone:	(360) 337-4514	Phone:	

ARTICLE 8. INDEPENDENT CONTRACTOR

8.1 Each party under the Contract shall be for all purposes an independent contractor. Nothing contained

herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. Contractor shall have complete responsibility and control over its Staff. Neither Contractor nor its Staff shall be, or be deemed to be, or act or purport to act, as an employee, agent or representative of the County.

- 8.2 Personnel actions of employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to the employment, compensation and payment of Staff. Contractor and its Staff shall have no County employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay or sick pay, or other right or privilege afforded to County employees. Contractor and its Staff shall be responsible for payment of all insurance, taxes, and benefits.
- 8.3 The County will not be responsible in any way for the damage or loss caused by fire, theft, accident, or otherwise to the Contractor's stored supplies, materials, equipment, or personal property stored of Contractor's Staff stored on County property.

ARTICLE 9. RISK AND INDEMNIFICATION

9.1 RISK OF LOSS. The Contractor shall bear all loss of conforming material covered under the Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

9.2 INDEMNIFICATION

- A. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively "Indemnitees") from and against any and all Claims resulting from or in connection with the performance of the Contract, whether such Claims arise from the acts, errors, or omissions of Contractor, its Staff, third parties, or Kitsap County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors, or omissions any of them may be liable or based upon the Contractor's or its Staff's use of, presence upon or proximity to the property of the County. It is the specific intent of the parties that the Indemnitees shall in all instances, except Claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of the Contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.
- B. Any Claim against any Indemnitee by any of Contractor's Staff, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, shall not limit the Contractor's indemnification obligation in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or Contractor's Staff under workers' compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) by application of any other worker's compensation act, disability benefit

act or other employee benefit act. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into the Contract, are reflected in the Contractor's compensation, and have been mutually negotiated by the parties.

9.3 CLAIM. "Claim" means any and all losses, claims, suits, actions, liabilities, damages, demands, judgments, settlements, expenses, fines, fees, and expenses of any kind or nature whatsoever, including without limitation, all costs including costs of Claim processing, investigation, litigation, reasonable attorneys' fees, court costs, and expenses incidental to such defense. Damages includes without limitation, any bodily injury or personal injury (including death, sickness, injury, disease, or disability), or loss, damage or destruction of any tangible or intangible business or property, including the loss of use, caused or alleged to be caused, in whole or in part, by the negligent or willful acts, errors or omissions of Contractor, or any of its owners, officers, directors, or Staff. Claim includes any claims of infringement of copyright, patent, trademark, or other proprietary rights of any third parties arising out of Contract performance or use by the County of materials furnished or work performed under the Contract.

9.4 NOTICE OF CLAIM AND TENDER

- A. Contractor shall promptly provide the County Representative written notice of any occurrence or information known to the Contractor that could reasonably result in a Claim against the County, or any Claim made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract. Contractor will cooperate, assist, and consult with the County in the defense or investigation of any Claim against the County related to the Contractor's performance under the Contract.
- B. The County will promptly provide the Contractor's Representative written notice of any Claim made or filed against the County by a third party that may give rise to a Claim by the County against the Contractor based on the indemnity contained herein. The Contractor shall respond to the County's tender of defense of a claim in writing within 14 calendar days from the date of notice and will advise the County if Contractor accepts or denies tender of the claim. The County may in its discretion withhold all or part of any payment due Contractor under the Contract until Contractor responds to such notice.
- C. Contractor expressly agrees to assume and pay for, without cost to the County Indemnitees, a full and complete defense on behalf of the County against any Claim brought or actions filed against the Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.
- D. The Contractor shall keep the County continuously, timely and fully informed through all stages of the defense and promptly respond to and comply with County's requests for information. The County at all times reserves the right, but not the obligation to participate in the defense and settlement of any Claim. Such participation shall not constitute a waiver of Contractor's indemnity and defense obligations under the Contract.
- E. Contractor shall not settle or compromise any Claim without the prior written consent of the County. Violation of any provisions of this article, including improper refusal to accept tender, is a material breach. The parties' obligations under article shall survive termination of

expiration of the Contract.

- 9.5 INDEMNITY BY SUBCONTRACTORS. In the event the Contractor enters into subcontracts to the extent allowed under the Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

ARTICLE 10. INSURANCE REQUIREMENTS

10.1 MINIMUM REQUIREMENTS

- A. Contractor and its subcontractors, if any, shall procure prior to providing services and maintain uninterrupted until all of Contract obligations have been fully discharged, including any warranty period, all insurance required in this article with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A: VIII, with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in this section, or the limits available under the policies maintained by Contractor without regard to the Contract, whichever is greater.
- B. The required insurance coverage limits identified in this section shall be provided for each annual policy term. The Insurance Requirements herein are minimum requirements for the Contract and do not limit the indemnity covenants contained in the Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under the Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

10.2 COMMERCIAL GENERAL LIABILITY ("CGL")

- A. Not less than \$10,000,000 per occurrence and \$10,000,000 annual aggregate under this Contract. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor liability, and stop gap/employer's liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the County.
- B. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Contract. There shall be no exclusion or restriction preventing coverage from applying to injury caused by an act of Discrimination or a violation of Civil Rights, including but not limited to race, religion, sex, national origin as well as allegations for failure to provide adequate treatment. There shall be no exclusion or restriction preventing coverage for communicable diseases, sexual molestation or abuse from coverage.

10.3 PROFESSIONAL LIABILITY

- A. Not less than \$10,000,000 per occurrence and \$10,000,000 annual aggregate under this Contract. Coverage will apply to liability for professional error, act or omission arising out of or in connection with Contractor's services under the Contract. The coverage shall not exclude bodily

injury, property damage or hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring, operations or laboratory analysis where such Services are rendered under the Contract. There shall be no exclusion or restriction preventing coverage from applying to injury caused by an act of discrimination or a violation of civil rights, including without limitation, race, religion, sex, national origin as well as allegations for failure to provide adequate treatment. There shall be no exclusion or restriction preventing coverage for communicable diseases, sexual molestation or abuse from coverage.

B. If the professional liability coverage is included on the same policy as the commercial general liability, limits of liability must be provided separately for each coverage, and not be subject to a \$10,000,000 policy aggregate.

- 10.4 NETWORK SECURITY (CYBER) AND PRIVACY LIABILITY. Not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate under this Contract. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.
- 10.5 BUSINESS AUTOMOBILE LIABILITY. Not less than \$500,000 per occurrence and \$1,000,000 annual aggregate under this Contract. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.
- 10.6 UMBRELLA OR EXCESS LIABILITY. Contractor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest "Each Occurrence" limit for either CGL or Automobile Liability. Contractor agrees to an endorsement naming the County as an additional insured as provided in this section unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- 10.7 WORKERS' COMPENSATION AND EMPLOYER LIABILITY. If applicable, Contractor shall maintain workers' compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor's Staff eligible for such coverage. If the Contract is for over \$50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.
- 10.8 PRIMARY, NON-CONTRIBUTORY INSURANCE/SUBCONTRACTORS. The Contractor's and its subcontractors' insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the County will be excess and not contributory to such insurance

policies. All Contractor's and its subcontractors' liability insurance policies must be endorsed to show as primary coverage. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of the Contract.

- 10.9 REVIEW OF POLICY PROVISIONS. Upon request, Contractor shall provide a full and complete copy of all requested insurance policies to the County. The County reserves the right without limitation, but has no obligation to revise any insurance requirement, or to reject any insurance policies that fail to meet the requirements of the Contract. The County also has the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. The County has the right to request and review the self-insurance retention limits and deductibles, and Contractor's most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance at all times as required herein.
- 10.10 VERIFICATION OF COVERAGE. The successful contractor will be required to provide the following Certificate of Insurance within five (5) days after receipt of written notice of intent to award the Contract. Contractor shall furnish the County with certificates of insurance (valid ACORD form or equivalent approved by the County) as required by the Contract. An authorized representative of the insurer shall sign the certificates.
- 10.11 WAIVER OF SUBROGATION. In consideration of the Contract award, Contractor agrees to waive all rights of subrogation against the County, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis.
- 10.12 ADDITIONAL INSURED, ENDORSEMENT AND CERTIFICATE OF INSURANCE. All required insurance coverage, other than the workers' compensation and professional liability, shall name the County, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by Contractor and its subcontractors. Endorsement is not required if Contractor is a self-insured government entity or insured through a government risk pool authorized by Washington State. The Certificate of Insurance and endorsement shall identify the Contract number and shall require not less than 30 days' prior notice of termination, cancellation, nonrenewal or reduction in coverage. At the time of execution, Contractor shall provide the Certificate of Insurance, endorsement, and all insurance notices to: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, Washington 98366.
- 10.13 GENERAL. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees,

or agents. Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, subject to the limits of the insurer's liability.

- 10.14 CLAIMS-MADE. If any insurance required by the Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of the Contract and, either continuous coverage will be maintained, or Contractor shall purchase an extended-discovery period or "tail" coverage for a minimum period of three (3) years following completion of the performance or attempted performance of the Contract.
- 10.15 SUBCONTRACTORS. The Contractor shall establish and outline the insurance requirements for each subcontractor that will perform work under the terms of the Contract. Such insurance shall be in forms and limits customary in Washington for the specific services being provided by each subcontractor. Such insurance shall include Kitsap County, and its officers, elected officials, directors, agents, and employees as additional insureds and waiver of subrogation with respect to all applicable policies. The Contractor shall be responsible for confirming each subcontractor meets the established insurance requirements for the specific work or medical service being provided. Contractor is responsible for furnishing evidence of insurance to the County for each subcontractor.
- 10.16 APPROVAL AND MODIFICATIONS. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of the Contract, as deemed necessary whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.
- 10.17 JOINT VENTURES. If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: i) Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as required above, or ii) Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".

ARTICLE 11. CONTRACT CHANGES, SUBCONTRACTS

- 11.1 AMENDMENT. No amendment or modification to the Contract will be effective without the prior written consent of the authorized representatives of the parties.
- 11.2 SUCCESSORS AND ASSIGNS. To the extent permitted by law, the Contract is binding on the parties' respective partners, successors, assigns, executors, and legal representatives.
- 11.3 ASSIGNMENTS AND DELEGATION. Contractor shall not assign any right or delegate any duty under the Contract without the prior written consent of the County, which shall not be unreasonable withheld. This prohibition includes assignments or transfers, by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law. Any purported assignment or delegation in violation of this subsection shall be void.
- 11.4 SUBCONTRACTS. Contractor shall not subcontract any portion of the Contract, nor change approved subcontractors, without the prior written consent of the County. All subcontracts shall incorporate by reference the terms and conditions of the Contract. Contractor shall provide the

County with verification of all subcontractors' compliance with the indemnification and insurance requirements of the Contract upon request.

ARTICLE 12. OWNERSHIP, CONFIDENTIALITY, BREACH, RECORDS, AUDIT

- 12.1 OWNERSHIP. All data, reports, analyses, policies, procedures, medical records, mental health records, computer programs and other deliverable, created or prepared by the Contractor under the Contract shall be the sole absolute property of the County. The Contractor is not entitled to a patent or copyright on those materials and shall not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the County.
- 12.2 OWNERSHIP OF INTELLECTUAL PROPERTY. All intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or resulting from the Contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the County shall be considered the creator of such Intellectual Property. The County the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the County, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute all document(s) necessary to assure ownership of the Intellectual Property vests in the County and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the County. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the County without the express written authorization of the County.
- 12.3 CONFIDENTIALITY OF RECORDS. The Contractor shall establish and maintain procedures and controls, that are acceptable to the County to assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the Contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.
- 12.4 BREACH - INCIDENT RESPONSE REQUIREMENT
- A. The Contractor shall immediately notify the County when any Contractor and/or subcontractor system that may access, process, or store County data or work product is subject to unintended access or attack. Unintended access or attack includes compromise by computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures. Notice shall be provided via electronic correspondence to the person identified in the Notice provisions herein.
- B. The Contractor shall notify the County immediately upon knowledge of a threat to the Contractor and/or subcontractor's systems as it pertains to the use, disclosure, and security of County Sensitive Data. If an unauthorized use or disclosure of any Sensitive Data occurs, the Contractor must provide electronic notification to the County immediately after the Contractor's discovery of such use or disclosure and, thereafter, all information the County requests

concerning such unauthorized use or disclosure. The Contractor, immediately upon discovery, shall report to the County any improper or non- authorized use or disclosure of Sensitive Data. The Contractor's report shall identify: i) the nature of the unauthorized use or disclosure; ii) the Sensitive Data used or disclosed; iii) who made the unauthorized use or received the unauthorized disclosure; iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure; and vi) shall provide such other information, including a written report, as reasonably requested by the County.

- C. Contractor shall ensure that all personal identifying information, financial information, and other information submitted or made available to Contractor by, or on behalf of, the County, or acquired or developed by Contractor in the performance of the Contract (unless publicly available) is kept confidential, secured, and protected to prevent unauthorized access. Such information will be utilized by Contractor solely as necessary for the performance of the Contract and not made available to any other person without the County's prior written consent. Upon expiration or termination of the Contract, all confidential information shall be returned to the County or destroyed at the County's discretion.
- D. The Contractor shall, at its sole expense, comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification, including without limitation RCW 19.255.010, as in effect at any given time. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the County and its officials and employees from and against any claims, damages, costs, or other harm related to such security obligation breach or other event requiring the notification.

12.5 LOSS OF DATA. In the event of loss of any County data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the County. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under the Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

12.6 PUBLIC RECORDS. Contractor acknowledges the Contract and all public records associated with the Contract shall be available to the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW ("Act"). To the extent that public records in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor shall make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under the Contract, electronic or hard copy, to be protected from disclosure under the law, the Contractor shall clearly identify all specific information it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information that has been identified by the Contractor as confidential or proprietary and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligation will be

to make a reasonable effort to notify the Contractor of the request and the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County will not be liable to the Contractor for releasing records in compliance with the Act, this section or court order.

- 12.7 AUDIT AND RECORD RETENTION. Contractor and its Staff shall maintain and retain all books, documents, and records relating to performance of the Contract and services provided in connection with the Contract for six years after completion of the Contract or longer if requested by the County. All records shall be subject to inspection and audit by the County at all reasonable times. In the event of any audit or records request, the Contractor shall provide assistance to the County, without additional compensation, and provide all books, documents and records requested, and identify, investigate, and reconcile any audit discrepancies and/or variances. Contractor and its Staff shall fully cooperate with the County when the County is evaluating Contract compliance and conducting performance audits and financial audits, which shall include making all records requested by the County promptly available to the County for review, at no cost to the County.

ARTICLE 13. REPRESENTATIONS, WARRANTIES

- 13.1 NO FEE. Contractor certifies it has not received, nor paid or agreed to pay, another person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.
- 13.2 COMPLIANCE. Contractor represents and warrants that: i) it is qualified to do business in the State of Washington and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; ii) it is not in arrears with respect to the payment of any monies due and owing the state, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract; iii) it shall comply with all applicable Laws, Standards and Contract obligations; and iv) it shall obtain and maintain, at its expense, all licenses, permits, certifications, accreditations, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the Contract; and
- 13.3 NON-DISCRIMINATION. Contractor and its Staff shall not discriminate against any person based on race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of the Contract.
- 13.4 LIENS. The Contractor warrants that the materials supplied under the Contract are free of liens and shall remain free of liens.
- 13.5 QUALITY. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the County of the materials, they shall be: i) of a quality to pass without objection in the trade under the Contract description; ii) fit for the intended

purposes for which the materials are used and all requirements of the Contract and representations of the Contractor; iii) within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units; and iv) conform to the written promises or affirmations of fact made by the Contractor.

ARTICLE 14. RIGHTS AND REMEDIES

- 14.1 NONCOMPLIANCE. If noncompliance issues are identified by the County, the County may provide a written cure notice to the Contractor regarding the details of the noncompliance, the required corrective action, and the period of time allowed for bringing its performance back into compliance with the Contract requirements. If, at the end of the specified time period, the Contractor has complied with the cure notice requirements, the County shall take no further action. If, however, the Contractor has not complied with the cure notice requirements, the County may in its discretion take any action available under law or equity, including without limitation, monetary sanctions, suspension, refusal to renew, or termination of the Contract. The County may, upon termination of the Contract, procure on terms and in the manner that it deems appropriate, Health Care Services to replace those under the Contract. The Contractor shall be liable to the County for any and all costs, expenses, penalties, and fees incurred by the County in procuring Services in substitution for those due from the Contractor.
- 14.2 WITHHOLDING PAYMENT. In the event the County determines that the Contractor has failed to perform any obligation under this Contract within the times set forth in the Contract, then the County may withhold from amounts otherwise due and payable to Contractor in the amount determined by the County as necessary to cure the default, until the County Representative determines that such failure to perform has been cured. Withholding under this subsection shall not be deemed a breach entitling Contractor to termination or damages, provided that the County gives notice in writing to the Contractor of the nature of the default or failure to perform.
- 14.3 RECOVERY OF FUNDS. Whenever, under the Contract, any sum of money shall be recoverable from or payable by the Contractor to the County the same amount may be automatically deducted from any sum due to the Contractor under the Contract or under any other contract between the Contractor and the County including reasonable attorney fees and or any other collection costs. The rights of the County are in addition and without prejudice to any other right the County may have to claim the amount of any loss or damage suffered by the County on account of the acts or omissions of the Contractor.
- 14.4 RIGHT OF ASSURANCE. If the County in good faith has reason to believe the Contractor will not or cannot perform or continue performing under the Contract, the County may demand in writing that the Contractor give a written assurance of intent and/or ability to perform. Failure by the Contractor to adequately address all issues of concern to the reasonable satisfaction of the County, within the number of days specified the demand may, may result in the County resorting to any single or combination of the following remedies: cancel any contract; reserve all rights or claims for damage for breach or any covenants of the Contract; and/or all other rights and remedies available under the Contract and/or as provided by law.
- 14.5 RESPONSIBILITY FOR ERRORS. All Services shall be completed to the satisfaction of the County and as required herein. Upon request, Contractor shall provide any clarifications and/or explanations regarding any Services provided as required by the County, at no additional cost to

the County. In the event of an error or omission under the Contract, Contractor shall, at no cost to the County, provide all necessary design drawings, estimates, and all other professional services the County deems necessary to rectify and correct the matter to the satisfaction of the County. The Contractor shall continue to be responsible for the accuracy of Services, even after the Work is accepted by the County and the termination or expiration of the Contract.

- 14.6 RIGHT OF OFFSET. The County shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the County, or damages assessed by the County concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.
- 14.7 REMEDIES. All County rights and remedies under the Contract are in addition to, and shall in no way limit, any other rights and remedies that may be available to County at law and in equity.
- 14.8 NONCONFORMING TENDER. Materials or services supplied under the Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the County may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.
- 14.9 NON-EXCLUSIVE REMEDIES. The rights and the remedies of the County under the Contract are not exclusive.

ARTICLE 15. LIQUIDATED DAMAGES

- 15.1 It would be impractical and extremely difficult to assess the actual damage sustained by the County in the event of delays or failures in Service. The County and the Contractor, therefore, presume that in the event of any such failure to perform to the Standards, the amount of damages which will be sustained will be the amounts provided in the Contract, which represent both parties' best estimate of the damages resulting from the injury that in the event of any such failure, the Contractor shall pay such amounts as liquidated damages and not as a penalty. For amounts due the County as liquidated damages, the County may deduct from any money payable to the Contractor or may bill the Contractor as a separate item. By executing the Contract, the Contractor expressly agrees to the amount, and imposition, of liquidated damages, as provided in the Contract. The County will provide written notice to the Contractor's Representative of all liquidated damages assessed quarterly accompanied by detail sufficient for justification of the assessment. The County may assess liquidated damages for non-compliance without a written cure notice.

ARTICLE 16. GOVERNING LAW, DISPUTES

- 16.1 GOVERNING LAW; VENUE. The Contract has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of the Contract or any provisions hereto shall be instituted only in courts of competent jurisdiction within Kitsap County, Washington, unless relocation or commencement elsewhere is required by law.

16.2 DISPUTES. Difference between the parties related to the Contract will be promptly brought to the attention of the County. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor shall be brought to the attention of the County Representative at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken by the County's Representative. All decisions of the County's Representative are considered final; however, nothing herein prohibits either party from seeking judicial relief.

ARTICLE 17. GENERAL PROVISIONS

17.1 ADVERTISING, LOGO. Contractor shall not use, advertise, or promote information for commercial benefit concerning the Contract or use any trade name, trademark, or logo of the County, or County Departments, without the County's prior written consent.

17.2 IMPLIED CONTRACT TERMS. Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.

17.3 CONTRACT ORDER OF PRECEDENCE. In the event of a conflict in the provisions of the Contract, as accepted by the County and they may be amended, the following shall prevail in the order set forth: 1) Contract; 2) scope of work; 3) request for proposal; 4) documents referenced or included in the RFP; and 5) Proposal as accepted by the County

17.4 HEADINGS/CAPTIONS. Headings and captions used are for convenience only and are not a part of the Contract and do not in any way limit or amplify the terms and provisions hereof.

17.5 NO PARTY THE DRAFTER. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.

17.6 NO THIRD-PARTY BENEFICIARY. No provision of the Contract is intended to, nor will it be construed to, create any third-party beneficiary or provide any rights or benefits to any person or entity other than the County and Contractor.

17.7 NO PAROL EVIDENCE. The Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in the Contract and no other understanding either oral or in writing shall be binding.

17.8 SEVERABILITY. The provisions of the Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

17.9 NO WAIVER. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object. No waiver of any breach of the Contract shall be held to be a waiver of any other or subsequent breach.

17.10 COUNTERPARTS. The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

17.11 SURVIVAL. Any provision of the Contract which contemplates performance or observance subsequent to any termination or expiration of the Contract shall survive termination or expiration of the Contract and continue in full force and effect. Those provisions include, without limitation: Article 8 (Independent Contractor), Article 9 (Risk and Indemnification), Article 10 (Insurance Requirements), Article 12 (Ownership, Confidentiality, Breach and Audits), Article 14 (Rights and Remedies), and Article 16 (Governing law, Disputes).

16.12 ENTIRE AGREEMENT. The parties acknowledge the Contract is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to the Contract are hereby revoked and superseded by the Contract.

16.13 AUTHORIZATION. Each party signing the Contract warrants to the other party, that they have the full power and authority to execute the Contract on behalf of the party for whom they sign.

CONTRACTOR

Name

Dated: _____

Title

APPROVED:

**KITSAP COUNTY BOARD OF COMMISSIONERS
PORT ORCHARD, WASHINGTON**

ROBERT GELDER, Chair

Dated: _____

EDWARD E. WOLFE, Commissioner

Dated: _____

CHARLOTTE GARRIDO, Commissioner

Dated: _____

ATTEST

Dana Daniels, Clerk of the Board

EXHIBIT B
REQUEST FOR PROPOSAL No. 2018-138
REQUIRED REPORTING

NAME	DESCRIPTION	FREQUENCY	DUE DATE
1. Chronic Condition, Disease Management Program Report	Number of Inmates identified with a chronic condition and/or disease by condition and/or disease.	Monthly	10th of Month
2. Clinical Data Report	Detailed health services data, to include chronic condition, infectious disease and notification of reporting to county health dept., and outside consult data.	Monthly	April 15, July 15, Oct. 15, Jan. 15
3. Sick Call Needs Requests, Appointment Report	Report on appointments resulting from Inmate Sick Call requests submitted to health unit, include number of appointments, date of request, date seen, and by whom.	Monthly	10th of Month
4. Hepatitis C Report	Number of Inmates with Hepatitis C in treatment. Number of Inmates with Hepatitis C - end of treatment responses. E.g. number of Inmates completing treatment who have cleared the disease.	Monthly	10th of Month
5. Emergency Room and Hospitalization Statistics Report	Hospitalization information including number of admissions, length of stay; to include levels of care, i.e. emergency room, ICU, surgery, routine, maternity, psychiatric, etc.	Monthly	10th of Month
6. Infectious Disease Report	Number of Inmates with Infectious Diseases, including but not limited to, HIV/AIDS, Chlamydia, Gonorrhea, Hepatitis A, B, C, Active TB, Syphilis.	Quarterly	April 15, July 15, Oct. 15, Jan. 15
7. Inmate Wait Times Report	Report on the wait times for Inmates at to be seen by Health Care Staff.	Monthly	10th of Month
8. Medical Transports Statewide Report	Report, by Inmate, of all medical off-site transports.	Monthly	10th of Month
9. Medication Report	Medication data by unit, include the number of Inmates taking medication, the name of the medication, the purpose, the cost, and the number of Inmates started on psychiatric medications. Medication expiration reports. Non- formulary tracking for requests, denials, and alternative therapy responses.	Monthly	10th of Month
10. Medication Dispensing and Refusals Report	Report, by Inmate, i) for all new prescriptions the time between prescription and first delivery of prescribed medications, and ii) all problems and refusals when dispensing and administering medications at any time.	Monthly	10th of Month
11. Mortality Review Reports	Mortality Review Case Abstract and Cover Sheet	Per Incident	10 days after incident

12. Professional Licensing Board Notifications	Notification of Professional Licensing Board violations	Per incident	Day of occurrence
13. Staffing Report	Health care services detailed staffing and vacancy rate by employee and position	Monthly	10th of Month
14. Third Party Claims	Insurance claims submitted and/or paid for third party claims reimbursement.	Quarterly	April 15, July 15 Oct. 15, Jan. 15
15. Update of Procedures Manuals and Protocols	This report is the Contractor's mechanism to inform the Department of changes to policy	Per Incident	Within 24-hours of occurrence
16. Unaudited Quarterly and Audited Annual Financial Statements specific to the revenue and expenses of the Contract	One copy of Financial Statements (in a format determined by the Department) including but not limited to an income statement.	Quarterly and Annually	April 15, July 15 Oct. 15, Jan. 15
17. Ad Hoc Reports	Information pertaining to contract compliance or other reports or information that may be required to respond to grievances, inquires, complaints and other questions raised by Inmates or other parties.	Per Request	Within 72 hours of receipt of request
18. Annual Reporting	Comprehensive annual statistical report for the previous year	Annually	February 1
19. Daily Reporting	Daily statistical report reflecting the prior 24 hours. At minimum, the Contractor shall provide the following statistical data in the daily report: 1. Transfers to off-site hospital emergency rooms; 2. Communicable/infectious disease reporting; 3. Suicide data (i.e., attempts and precautions taken); 4. Mortality data; 5. Status of Inmates in local hospitals; 6. Completed medical incident reports; 7. Completed medical grievance reports; 8. 14-day intake reports; 9. Medication refusals; and 10. History and physical status report	Daily	Daily prior to 9:00am
20. Weekly Mental Health Services requests	Weekly report providing the date and time request received, Inmate name and identification number, date and time Inmate was examined by a mental health professional.	Weekly	Mondays at 9:00am
21. Daily Shift Coverage and Attendance	Daily shift coverage report identifying the names, job title, shift and specific hours to be worked for all Staff providing Services under the Contract for the next 24 hours as well as verifying attendance and hours for the prior 24 hours. The report should identify all vacancies.	Daily	Daily by 9:00am

22. Monthly Shift Coverage – Current Month	A monthly shift coverage report identifying the names, job title, shift and specific hours filled for the prior month and to be worked for the subsequent month. The report should identify vacancies, new hires, resignations, terminations, etc.	Monthly	By the last day of each month
23. Monthly Shift Coverage – Prior Month	A monthly shift coverage report identifying the names, job title, shift, actual hours worked, supporting payroll and automated time-keeping information that demonstrates and verifies filled and unfilled hours per position, for the prior month consistent Staffing Matrix. The report should identify vacancies, new hires, resignations, terminations, etc.	Monthly	By the 5 th day of each month

- *Monthly due date is for the following month.*
- *Reports shall be submitted in a format approved by the Chief.*
- *All reports are to be submitted both to the Chief and Support Lieutenant. Waiver of receipt of a report by the Chief, will not waive receipt of the report due the Support Lieutenant and vice versa.*

EXHIBIT C
REQUEST FOR PROPOSAL No. 2018-138
LIQUIDATED DAMAGES

- A. The Liquidated damages below may be assessed in addition to those identified in the RFP. A finding of noncompliance with any of the performance indicators below will result in the assessment of the corresponding liquidated damages amount.
- B. Liquidated damages:
1. are calculated and assessed no more than once per quarter;
 2. are calculated on full percentage points after rounding;
 3. are calculated as the stated damages amount multiplied by the number of percentage points variance from the threshold value, unless otherwise indicated;
 4. are calculated using the event as the unit of analysis, unless otherwise specified; and
 5. are based on events only occurring during the quarter under review (In other words, the audit may not look back at events from previous quarters).
- C. An individual patient record may be used in the audit of more than one Performance Indicator.
- D. Multiple events in an individual patient record may be used in the audit of a single Performance Indicator. For example, if a patient were sent to the ER on two occasions, both visits may be counted individually in the audit.

Performance Indicators	Threshold Value	Liquidated Damages (LD)
Findings on Receiving Screening are handled as follows: <ol style="list-style-type: none"> 1. Any patient with an active non-chronic disease, stable or non-stable: the nurse contacts a practitioner and follows up as ordered; 2. Any patient with an unstable chronic disease: the nurse contacts a practitioner and the patient is seen by a practitioner within 2 days; 3. Any patient with a stable chronic disease: the patient is seen by a practitioner within 5 days. 	95%	\$1000
Health Care records are requested immediately upon arrival when clinically appropriate. Where there is a reasonable suspicion that the patient may have a health condition and/or be taking medications, but no records have been received, a practitioner will be contacted in a clinically appropriate timeframe, but no later than 24 hours, to determine appropriate care.	98%	\$1500

<p>The Contractor will invoice the County monthly for pharmaceuticals administered and not included in the base per Inmate price. The invoice shall bear the Inmates' name, medication, dates administered, and cost. The invoice shall include all relevant pharmaceuticals and shall be accurate.</p>	<p>90%</p>	<p>\$3000 for each occurrence</p>
<p>Nurses conduct and document of medication administration according to the Contract and policy. Note: the unit of analysis is a patient-dosing time. Thus, if there were multiple errors in administration of medications to a single patient at the morning pill line on a single day, this would count as a single failure.</p>	<p>98%</p>	<p>\$2000</p>
<p>Patients with dental non-emergencies/urgencies are seen by a dentist within two weeks of referral.</p>	<p>90%</p>	<p>\$500</p>
<p>All Services (and documentation of such care) delivered during any clinical event is appropriate. This includes care delivered by nursing staff and practitioners for all visits or decisions regarding patient care, including but limited to intake screening, health assessments, emergent, urgent, or episodic care, annual assessments, mandated assessments, chronic care, telephone consultations, utilization decision, decisions resulting from review of records.</p>	<p>98%</p>	<p>\$2000</p>
<p>Unscheduled hospital/ER/urgent care center usage is unpreventable (i.e. more likely than not the unscheduled event did not result from deficient ambulatory care prior to the event)</p>	<p>100%</p>	<p>\$3000 per event plus actual custody staff & transportation costs ± applicable health care costs if some risk is assumed by the County in the contract. For any penalty greater than \$15,000, at the Contractor's request, the case may be referred to 3 physician panel including the original reviewer, a non-involved physician of the Contractor's choosing, and a physician of the County's choosing, the final decision to be made by majority vote.</p>
<p>Unscheduled hospital/ER/urgent care center usage is unavoidable (i.e. the event could not have been managed in a less expensive manner)</p>	<p>95%</p>	<p>Penalty is the actual custody staff and transportation costs + applicable health care</p>

		costs if
All deaths are unavoidable	100%	\$10,000
Patients with a diagnosis of hypertension who have been in facility for more than 3 months have blood pressures at or below target	80%	\$500
Patients with a diagnosis of diabetes who have been in facility for more than 3 months have HgA1c values at or below 7.5%	80%	\$500
Nursing and practitioner plans or orders for requests for tests, interventions, referrals, or outside records, are only ordered by appropriately licensed staff and executed, received, and reviewed timely and in accordance with policy.	98%	\$1500
Upon return from any off-site clinical trip, all Inmates are evaluated (including receipt and review of a patient-specific clinical report with findings and recommendations if any recommendations were generated during the visit) by an RN or practitioner prior to the Inmate returning to the living unit.	98%	\$2000
Upon return from an ER or urgent care center visit, procedure, hospitalization, or any other trip resulting in immediate recommendations, if the evaluation is conducted by an RN, the RN discusses the case with a practitioner.	98%	\$1500
Recommendations received from an ER or urgent care center visit, procedure, hospitalization, or any other consultation are followed by the Contractor unless the reason for not following them is obvious or an appropriate rationale is documented.	95%	\$1000
Inmates admitted to a hospital are returned to the jail as soon as it is clinically safe to do so possible. Where such date of discharge is sooner than the actual date of discharge, there is documentation of NC's good faith efforts to secure an earlier release.	100%	LD = actual cost of unnecessary hospitalization (custody staff and hospital charges)]
All refusals for medications, clinical encounters, and interventions shall be received in person by health care staff and in accordance with policy.	95%	\$1500
All grievances are addressed appropriately, timely, and respectfully, and in accordance with policy, and include face-to-face encounters when appropriate. Emergency grievances are, at a minimum, assessed as soon as they are received. In other words, if the assessment reveals that there is no clinical emergency, the grievance may be resolved as would a non-emergency grievance.	90%	\$500 per Inmate
All reports are submitted as required by the	100%	\$100 per report, per

contract		business day overdue (Monday-Friday, excluding federal holidays)
All near misses and adverse events have been captured in the quality improvement system	100%	\$2000 per event

ATTACHMENT A
REQUEST FOR PROPOSAL No. 2018-138
PROPOSAL COVERSHEET AND ACKNOWLEDGEMENT

Legal Name of Offeror: _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (*check one*): Corporation, Partnership

Limited Liability Partnership, Joint Venture, Non-Profit, Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Washington State UBI Number: _____

State Industrial Account Identification Number: _____

Primary Contact Person Information:

Name / Title: _____

Telephone No. (____) _____ Alternate No. (____) _____

Email Address: _____ Fax Number: _____

1. Did an outside individual/agency assist with the Proposal preparation? Yes No

If yes, please describe: _____

2. The Offeror agrees that this Proposal will remain in effect for not less than 180 calendar days from the Proposal due date and may not be withdrawn or modified during that time.

3. Receipt of Addenda. Offeror acknowledges receipt of the following Addenda, if any.

Addendum No. ____, Dated ____; Addendum No. ____, Dated ____;

Addendum No. ____, Dated ____; Addendum No. ____, Dated ____;

Addendum No. ____, Dated ____; Addendum No. ____, Dated ____;

Addendum No. ____, Dated ____; Addendum No. ____, Dated ____;

4. In submitting this Proposal, Offeror represents that Offeror has read all solicitation documents, understands them and desires to submit this Proposal to Kitsap County.
5. Offeror certifies that if awarded a Contract, Offeror will make no claim against the County based upon ignorance of conditions or misunderstanding of the Contract documents and will comply with the minimum insurance requirements.
6. The undersigned certifies that he/she is authorized, offers, and agrees to furnish the Health Care Services in accordance with the Contract documents; that the information contained in the Proposal are true, accurate and complete; and that he/she has the legal authority to commit the Offeror to a contractual agreement and intends to be bound by the Proposal and terms of the solicitation.

SIGNATURE (*Authorized Representative*): _____

Print Name and Title of Signer: _____

Dated this _____ day of _____ 20_____

ATTACHMENT B
REQUEST FOR PROPOSAL No. 2018-138
CONTRACTOR REFERENCE AND RELEASE FORM

OFFEROR'S NAME: _____

OFFERORS: List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period, who can verify your experience and ability to perform the type of service listed in the request for proposal.

Company Name:	Contract Period:
Contact Person (<i>Name and Title</i>):	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	
Services Provided:	

Company Name:	Contract Period:
Contact Person (<i>Name and Title</i>):	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	
Services Provided:	

Company Name:	Contract Period:
Contact Person (<i>Name and Title</i>):	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	
Services Provided:	

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided to obtain information about the Offeror for purposes of the RFP.

Signed: _____ Title: _____ Date: _____

(Authorized Signature of Proposer)

**ATTACHMENT C
REQUEST FOR PROPOSAL No. 2018-138
IDENTIFICATION OF SUBCONTRACTORS**

Offeror's Name: _____

Business Name:
Address:
Telephone No. and Email Address:
Service(s)/items Solicited:
Contact Person:

Business Name:
Address:
Telephone No. and Email Address:
Service(s)/items Solicited:
Contact Person:

Business Name:
Address:
Telephone No. and Email Address:
Service(s)/items Solicited:
Contact Person:

SIGNATURE (*Authorized Representative*): _____

Print Name and Title of Signer: _____

Dated this _____ day of _____ 20_____

ATTACHMENT D
REQUEST FOR PROPOSAL No. 2018-138
SUBCONTRACTOR REFERENCE AND RELEASE FORM

SUBCONTRACTOR'S NAME: _____

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period, who can verify your experience and ability to perform the type of service listed in the request for proposal.

Company Name:	Contract Period:
Contact Person (<i>Name and Title</i>):	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	
Services Provided:	

Company Name:	Contract Period:
Contact Person (<i>Name and Title</i>):	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	
Services Provided:	

Company Name:	Contract Period:
Contact Person (<i>Name and Title</i>):	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	
Services Provided:	

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Offeror's Signature (*Authorized Representative*): _____

Print Name and Title of Signer: _____

Dated this ____ day of ____ 20____

ATTACHMENT G
REQUEST FOR PROPOSAL No. 2018-138
COST PROPOSAL FORM Part 1

OFFEROR: Please complete all pages of the Cost Proposal Forms.

Compensation, based on Staffing Matrix provided by Offeror, for services described in the RFP, Scope of Work and Contract documents, based on the average daily population of 455.

COMPENSATION TOTAL

CONTRACT PERIOD	Monthly Installment	Annual Compensation	Per Diem Rate
First year (2018 - 2019)	\$	\$	
Second year (2019 - 2020)	\$	\$	
Third year (2020 - 2021)	\$	\$	
Fourth year (2021 - 2022)	\$	\$	
Fifth year (2022 - 2023)	\$	\$	

PER DIEM FOR ADDITIONAL INMATES

CONTRACT PERIOD	Per Diem Rate for each additional Inmate more than an ADP of 465 or less than an ADP of 445.
First year (2018 - 2019)	\$
Second year (2019 - 2020)	\$
Third year (2020 - 2021)	\$
Fourth year (2021 - 2022)	\$
Fifth year (2022 - 2023)	\$

Offeror's Signature (*Authorized Representative*): _____

Print Name and Title of Signer: _____

Dated this ____ day of ____ 20____

Offerors are required to provide a detailed cost breakdown for each year of the intended contract based on an ADP of 455. (Failure to provide the required data may deem the proposer non-responsive). The Following cost data is required.

TOTAL LABOR-----\$ _____

Breakout all categories of labor, such as in-house (*including a breakout of base salaries, fringe benefits*), consultants and subcontractor

Base salaries \$ _____

Fringe benefits \$ _____

Consultants \$ _____

Subcontractors \$ _____

Other _____ \$ _____

MATERIAL-----\$ _____

(*Include all categories of material, supplies, and equipment*)

Supplies \$ _____

Electronic Records Management System \$ _____

Equipment \$ _____

Other: _____ \$ _____

GENERAL & ADMINISTRATIVE -----\$ _____

TOTAL COST-----\$ _____

PROFIT-----\$ _____

TOTAL PRICE-----\$ _____

SIGNATURE (*Authorized Representative*): _____

Print Name and Title of Signer: _____

Dated this _____ day of _____ 20_____

ATTACHMENT H
REQUEST FOR PROPOSAL No. 2018-138
HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Agreement”) is made part of the Contract between Kitsap County (“Covered Entity”) and Contractor (“Business Associate”) as a condition of the Contract. The parties agree as follows:

SECTION 1. PURPOSE

The Contract Services may require the Covered Entity to make certain information available to the Business Associate for business purposes, some of which may constitute Protected Health Information (“PHI”). Accordingly, the Covered Entity is required to enter into a Business Associate Agreement with the Business Associate to protect the privacy and security of PHI pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as modified by the American Recovery and Reinvestment Act of 2009, Sec. 13400-13424, J.R. 1 (2009) and 45 CFR Part 160 and Part 164.

SECTION 2. DEFINITIONS

- 2.1 Business Associate means the “Contractor” and shall have the same meaning as the term “business associate” at 45 CFR 160.103. Any reference to Business Associate in this Agreement includes the Business Associate’s employees, agents, Subcontractors, independent contractors, and representatives.
- 2.2 Covered Entity means the “County” and shall have the same meaning as the term “Covered Entity” in 45 CFR 160.103.
- 2.3 HIPAA means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 (ARRA), Sec. 13400-13424, H.R.1 (2009).
- 2.4 HIPAA Rules means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 and the Washington State Uniform Health Care Information Act, Chapter 70.02 RCW (“UHICIA”), as in effect.
- 2.5 Subcontractor means, in addition to the Contract definition, a Business Associate that uses, creates, receives, maintains, or transmits PHI on behalf of another Business Associate.
- 2.6 Catch-All Definition. The following terms used in this Agreement shall have the same meaning as those terms have been defined by the HIPAA Rules unless otherwise provided herein: Breach, Covered Entity, Designated Record Set, Disclosure, Electronic Protected Health Information (“E PHI”), Health Care Operations, Individual(S), Minimum Necessary, Notice of Privacy Practices, Protected Health Information (“PHI”), Required by Law, Secretary, Security Incident, Subcontractor, Unauthorized Use, Unsecured PHI and Use.

SECTION 3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- 3.1 Compliance. Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all applicable law.
- 3.2 Use and Disclosure. Business Associate shall Use or disclose PHI only as necessary to perform the Services specified in the Contract and in compliance with this Agreement and as required by state and federal confidentiality and security laws. Business Associate shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity.
- 3.3 Minimum Necessary Standard. Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI as necessary to achieve the lawful purpose of the Contract. See 45 CFR 164.514(d)(1) - (d)(5).
- 3.4 Duty to Protect PHI. Business Associate shall implement and Use appropriate safeguards to maintain and ensure the confidentiality, privacy and security of all PHI and comply with Subpart C of 45 CFR Part 164 with respect to EPHI to prevent unauthorized Use or disclosure of EPHI other than as provided for in the Contract or as required by law, for the duration that PHI is within its possession and control, even after the termination or expiration of the Contract. Business Associate shall Use, store and transmit PHI in an encrypted format as required by the HIPAA Rules.
- 3.5 Use for Proper Management and Administration. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 3.6 Proper Management and Administration. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided such disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and be Used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
- 3.7 Obligations. To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to the Covered Entity in the performance of such obligation(s).
- 3.8 Liability. Within ten (10) business days, Business Associate must notify the Covered Entity of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform the Covered Entity of the outcome of that action. Business Associate bears all responsibility for any penalties,

finances or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

- 3.9 Business Associate shall at no cost, within five (5) days of a request from and in a manner designated by the Covered Entity, comply as follows:
- 3.9.1 When a request is made by an Individual to the Business Associate or if the Covered Entity asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 on form, time and manner of access.
 - 3.9.2 Provide the Covered Entity all PHI in a designated record set as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.524.
 - 3.9.3 Maintain and provide all PHI and other information necessary to provide an accounting of disclosures to the Covered Entity sufficient to satisfy the Covered Entity's obligations under 45 CFR 164.525 and 45 CFR 164.528.
 - 3.9.4 Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, and take other measures as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.526.
- 3.10 Disclosure to Third Parties. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall require that any agent, including its Subcontractors, that create, receive, maintain or transmit PHI on behalf of the Business Associate shall agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall ensure that such agents and Subcontractors agree to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of such agents and Subcontractors providing the Services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents and Subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
- 3.11 Rights of Proprietary Information. The Covered Entity retains all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.

SECTION 4. AUDITS AND ACCESS TO RECORDS

- 4.1 Audits, Inspection and Enforcement. Within ten (10) business days of a request from the Covered Entity, Business Associate shall provide the Covered Entity reasonable access to inspect, at a reasonable time, the facilities, systems, books, records, agreements, policies and procedures relating to the Use and disclosure of PHI and security safeguards required herein to ensure compliance with this Agreement and HIPAA Rules. The fact that the Covered

Entity inspects, or fails to inspect or inspects and fails to notify Business Associate of its deficiencies shall not constitute acceptance of any deficiency or waiver of the Covered Entity's enforcement rights under this Agreement.

- 4.2 Internal Practices, Books, and Records. Business Associate shall make available its internal practices, books, and records relating to the Use and disclosure of PHI received from, created, or received by Business Associate on behalf of the Covered Entity to the U.S. Department of Health and Human Services or its agents for the purpose of determining the Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to the Covered Entity.
- 4.3 Quarterly Audit. The County will contract with an independent third-party vendor to quarterly audit the Contract to determine Contract compliance, staffing credits, and liquidated damages. The Contractor shall be required to fully cooperate with all quarterly audits, and provide the third-party full unrestricted access to all records, files, and information requested by the County and/or third-party vendor. The Contractor will be required to pay for the quarterly audit, unless the Contractor is found to be in full compliance. In the event there is full compliance, the County will pay half of the cost for the third-party vendor for the quarters in which there has been full compliance.

SECTION 5. INDIVIDUAL RIGHTS, ACCOUNTING OF DISCLOSURES

- 5.1 Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
- 5.2 Within ten (10) business days of a request from the Covered Entity, Business Associate shall make available to the Covered Entity the information in Business Associate's possession that is necessary for the Covered Entity to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).
- 5.3 At the request of the Covered Entity or in response to a request made directly to the Business Associate by an individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.
- 5.4 Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

SECTION 6. IMPROPER USE OR DISCLOSURE OF PHI AND BREACH

- 6.1 Improper Use or Disclosure. Business Associate shall report to the Covered Entity in writing all Uses or disclosures of PHI not provided for by this Agreement within three business days of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), and any Security Incident of

which it becomes aware.

- 6.2 Mitigation. If Business Associate violates this Agreement or the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
- 6.3 “Breach” is defined in the Breach Notification Rule (“Rule”), 45 CFR Sections 164.400-414. The time when a Breach is considered to have been discovered is set forth in the Breach Notification Rule.
- 6.4 In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI received from the Covered Entity, or created, maintained, or received on behalf of the Covered Entity, Business Associate will take all measures required by all applicable law.
- 6.5 Business Associate will notify the Covered Entity both in writing and by telephone within three (3) business days of any acquisition, access, Use or disclosure of PHI, of which it becomes aware, that may potentially compromise the security or privacy of the PHI by the Business Associate or its Subcontractors or agents and is not authorized by this Agreement, the HIPAA Rules or required by law. Such notice shall include a written explanation of the Breach, to include the following: date and time of the Breach, the date the Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the Contract Representative. Business Associate will work cooperatively with the Covered Entity and provide a copy of its investigation and any other information requested by the Covered Entity including advance copies of any required notifications for prior review by the Covered Entity.
- 6.6 If Business Associate does not have full details at that time, it will promptly report the information it has, and provide full details within ten (10) days of discovery. The initial report may be oral, with a written report to be provided as soon as possible. The Business Associate shall promptly provide all information required for notification pursuant to 45 CFR Sections 164.410 and 164.402, and any other information the Covered Entity reasonably requests, as soon as the information becomes available. Business Associate will promptly notify the Covered Entity if it determines it has or may have an independent notification obligation under any federal or state breach notification laws and advise the Covered Entity of its intent to give notice and a copy of the notice for prior review.
- 6.7 If either the Covered Entity or Contractor determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach within the meaning of the Breach Notification Rule, and notification is required under the Breach Notification Rule, or RCW 42.56.590 or chapter 19.215 RCW, or other law or rule, then:

6.7.1 The Covered Entity may choose to make any notifications to affected individuals,

the Secretary, the media, and/or governmental agencies, or direct the Business Associate to make all or part of them.

- 6.7.2 In any case, Business Associate bears the responsibility and costs for: i) notifying the affected individuals, media, the Secretary, and governmental agencies; ii) receiving and responding to questions and requests for additional information from the affected Individuals, the media, the Secretary, and governmental agencies; and iii) such other actions reasonably appropriate to protect the information as requested by the Covered Entity or required provided by Law.
 - 6.7.3 Business Associate will compensate the Covered Entity and others for harm caused to them by the Breach or possible Breach described above.
 - 6.7.4 The Covered Entity will take appropriate remedial measures up to termination of the Contract.
- 6.8 Failure to Cure. If the Covered Entity learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of the Contract and reasonable steps by the Covered Entity do not end the violation, the Covered Entity shall terminate the Contract, if feasible. In addition, if Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of the Contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the subcontract, if feasible.

SECTION 7. EFFECTIVE DATE AND TERMINATION

- 7.1 Term. This Agreement is effective when the Contract is executed by the parties and shall survive the expiration or termination of the Contract as long as Business Associate continues to Use or retains PHI received from the Covered Entity, or created, maintained, or received on behalf of the Covered Entity in any form, unless otherwise provided herein.
- 7.2 Termination for Cause. The Covered Entity may terminate this Agreement if the Covered Entity determines the Business Associate has violated a material term of this Agreement. The Covered Entity may, at its sole option, offer Business Associate an opportunity to cure a violation of this Agreement before exercising a termination for cause. Termination will be effective as of the date stated in the notice of termination.
- 7.3 Failure to Cure. If the Covered Entity learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Agreement and reasonable steps by the Covered Entity do not end the violation, the Covered Entity shall terminate this Agreement, if feasible. In addition, if Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of this Agreement and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the subcontract, if feasible.

- 7.4 Return or Destruction. Upon expiration or termination of this Agreement for any reason, Business Associate shall return to the Covered Entity all PHI received from the Covered Entity, or created, maintained, or received on behalf of the Covered Entity that Business Associate still maintains in any form or, if agreed to by the Covered Entity, destroy the same, unless otherwise required by law. For purposes of this subsection, to destroy PHI is to render it unusable, unreadable, or indecipherable to the extent necessary to establish it is not Unsecured PHI, and Business Associate will provide the Covered Entity with appropriate evidence of destruction within ten (10) days of the destruction. The Business Associate shall retain no copies of PHI unless otherwise agreed to by the parties.
- 7.5 Retained PHI. Upon written consent of the Covered Entity, the Business Associate may retain only that PHI necessary to continue its proper management and administration or to carry out its legal responsibilities. In such an event, Business Associate shall:
- 7.5.1 Continue to use appropriate safeguards and comply with the terms and conditions of this Agreement and HIPAA Rules;
- 7.5.2. Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the terms and conditions of this Agreement; and
- 7.5.3. Return to the Covered Entity or destroy in compliance with subsection 7.4 the PHI retained by Business Associate when it is no longer needed for its proper management and administration or to carry out its legal responsibilities.

SECTION 8. INDEMNIFICATION

To the extent permitted by law, Business Associate agrees to indemnify, defend and hold harmless the Covered Entity, and all elected officials, officers, employees and agents of the Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by the Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

SECTION 9. MISCELLANEOUS PROVISIONS

- 9.1 Disclaimer. The Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement will be adequate or satisfactory for Business Associate's own purpose. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- 9.2 Survival. The obligations of the Business Associate in this Agreement shall survive the

expiration or termination of the Contract.

- 9.3 Regulatory References. A reference in this Agreement to a section in HIPAA, the HIPAA Rules or UHCIA means the section as in effect or as amended.
- 9.4 Amendment. The parties agree to take all actions to amend this Agreement from time to time as is necessary to remain in compliance with HIPAA, the HIPAA Rules, and applicable law.
- 9.5 Severability. If any provision in this Agreement is invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 9.6 Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA, the HIPAA Rules and UHCIA.
- 9.7 Covered Entity Contact for Reporting and Notification Requirements. Business Associate will address all reporting and notification communications required in this Agreement to the Covered Entity Representative as identified in the Contract.

DATED this ____ day _____, 20__

BUSINESS ASSOCIATE (“Contractor”)

Signature: _____

Print Name: _____

Title: _____