

# **THURSTON COUNTY SHERIFF'S OFFICE**

**Inmate Medical Services**

***REQUEST FOR PROPOSAL***

**July 12, 2022**

**2000 LAKERIDGE DRIVE SW  
OLYMPIA, WA 98502**



**1.0 Purpose of RFP**

Thurston County, through its Corrections Bureau, will be accepting proposals for the provision of 24/7 health care services, health care personnel and program support services (to include but not limited to: Dental, X-ray and Pharmaceutical) to the inmate population at the Thurston County Corrections (herein called TCCF) Facilities. All health care services are to be conducted from TCCF Facilities in accordance with specifications detailed in this solicitation. The TCCF desires to receive sufficient factual and quantitative data from qualified vendors to facilitate a fair and objective evaluation of prepared proposals for health care services at the TCCF Facilities.

**1.1 Facility Configuration**

The Corrections facility currently consists of one main complex and one annex complex with an average daily population of 241 inmates in the year 2021, 245 inmates in the year 2022 and pre-COVID, 409 inmates in the year 2019. The main facility houses male and female minimum, medium and maximum security inmates. The Annex complex houses inmates on Correctional Options and Community Betterment Programs. The facilities are not under a consent decree or any court orders regarding the provision of inmate medical care.

**1.2 Medical Unit Configuration**

The medical unit is located within the security perimeter of the Main Corrections facility and consists of three exam rooms, one administrative office, one mental health office and two waiting areas. There are two Correction Officers assigned as Medical Liaisons for the medical unit. There is one Financial Operations Assistant assigned to the medical billing function. Onsite medical is currently staffed seven (7) days per week, with a minimum of one (1) nurse between the hours of 4:30 AM-11:00 PM. A psychiatric ARNP provides services onsite one (1) day per week and remotely one (1) day per week. TCCF is seeking 24/7 coverage, proposals should reflect 24/7 coverage.

**1.3 Issuing Office**

Thurston County Sheriff's Office  
2000 Lakeridge Drive SW  
Building 3  
Olympia, WA. 98502  
Phone (360)786-5504

**1.4 County Contact**

Any written questions and written responses regarding this procurement will be submitted to the County Contact or an assigned representative of the County Contact who has the authority to respond to questions relative to this RFP. Any and all questions received by vendors will be answered via addendum. Questions and responses will be posted at <https://www.thurstoncountywa.gov/sheriff/Pages/bureau-financial-services.aspx> under "Request for Proposal Information".

Contact information is listed as follows:

Captain Jim Downing  
Thurston County Sheriff's office  
2000 Lakeridge Drive SW  
Building 3  
Olympia, WA 98502  
Phone: (360)786-5504  
Fax: (360)786-5275

**1.5 Proposal Submission and Delivery to the County**

One (1) original and (4) exact duplicate copies of the proposal must be submitted in a sealed envelope no later than 1:00 p.m. on August 24, 2022. No telegraphic, telephone, or facsimile Proposals will be accepted. If mailed, the Vendor should use receipted mail. All envelopes or packages shall be clearly marked on the outside with Vendor's company name and Inmate Medical RFP. Proposals submitted under improperly marked covers may be rejected.

Mail Proposals to:  
Captain Jim Downing  
Thurston County Sheriff's Office  
2000 Lakeridge Drive SW  
Building 3  
Olympia, Washington 98502

**1.6 Familiarity with RFP**

All vendors, by submitting proposals, agree that they have read and are familiar with the complete terms, conditions and specifications provided in this request for proposal ("RFP"), and will abide by the terms, conditions, and specifications thereof. This RFP is intended to result in a full responsive and comprehensive contract between Thurston County and a highly qualified health care services vendor.

**1.7 Withdrawal, Resubmission, or Modification of Proposals**

A Vendor may withdraw the Vendor’s final Proposal at any time prior to 1:00 pm on August 24, 2022 by submitting a written request for its withdrawal to the county contact. The Vendor may thereafter submit a new or modified Proposal prior to 1:00 pm on August 24, 2022. Modification offered in any other manner, oral or written, will not be considered.

**1.8 Vendor Representatives Signature**

The Proposal shall be signed by an individual who is authorized to bind the vending firm contractually. The signature must indicate the title or position that the individual holds in the firm. Firms who sign their contracts with the name of the firm must provide the name of a corporate officer for signature validation by the County.

A Proposal may be signed by an agent of the Vendor only if he/she is an officer of a corporation the Vendor has authorized to sign contracts on its behalf, a member of a partnership Vendor, or is properly authorized by a power of attorney or equivalent document submitted to the County prior to the submission of Proposals or with the Proposal. The name and title of the individual signing the Proposal must be typed immediately below the signature. Any unsigned Proposal will be rejected.

**1.9 Pre-Proposal Conference and Tour:**

**A pre-proposal conference and tour of the facilities will be held at 1:00 p.m. on August 5, 2022. The tour will take place first. Meet in the Reception Area of the Main Jail, 3491 Ferguson Street, Tumwater, WA. 98512.**

Participation in this Pre-Proposal Conference and tour is recommended for all vendors who wish to participate. Questions may be submitted ahead of time to the Point of Contact listed below. The purpose of the tour will be to offer all interested parties an opportunity to ask questions about the current health delivery needs. Any substantive questions will be addressed officially in written response and posted at <https://www.thurstoncountywa.gov/sheriff/Pages/bureau-financial-services.aspx> under “Request for Proposal Information”. Any addendum or modifications to this Request for Proposal will be mailed to vendors within a reasonable time following the vendor's tour and posted at the above link.

**1.10 Proposal Opening**

Proposal Opening will occur in the main conference room of the Thurston County Corrections Facility (3491 Ferguson Street, Tumwater, WA. 98512) on August 25, 2022, at approximately 8:30 a.m. At the time of opening, only the names of those who submitted proposals will be made public information. No pricing or staffing information will be released until after the award is made.

**1.11 Schedule of Events**

Issue RFP	July 12, 2022
Vendor’s Tour	August 5, 2022
Deadline for Receiving Questions	August 12, 2022
Deadline for Answering Questions	August 19, 2022
Proposal Deadline	August 24, 2022 1:00 p.m. Pacific Time
Proposal Opening:	August 25, 2022 0830 a.m.

**1.12 Selection of Service Provider and Negotiation of Terms**

Pursuant to the County's Purchasing Policy the County reserves the right to select the service provider by a process of discussions and negotiations with any or all qualified proposers. Alterations by negotiation in the nature of a proposal and in prices/rates may be made after proposals are opened.

The award of the contract may be made to the most responsive/responsible proposal offering a product of service deemed to be the best fit for the jail. The County reserves the right to make award by items, groups, classes, or items as a whole (or not at all) in whichever is deemed to be in the best interest of the County.

**1.13 Delays**

The County reserves the right to delay the scheduled due dates and start dates if it is to the advantage of the County. There shall be no additional costs assessed by vendors due to these delays should any occur.

**1.14 Accuracy Disclaimer**

Information and data provided throughout this RFP are believed to be reasonably accurate. The vendor will not be allowed additional compensation for their failure to be informed.

**1.15 Cost Liability**

The County assumes no responsibility and no liability for costs incurred by Vendors for preparing Proposals. All Proposals shall provide a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content and the ability to provide creative solutions to the County's inmate health care system.

**RULES AND FORMAT****2.0 Evaluation**

The evaluation team will conduct an initial review and short-list 2 or 3 firms to be evaluated and scored.

The Evaluation Team may invite the Respondents submitting the most appropriate proposals for an oral interview at the Thurston County Corrections Facility. The Team may also ask these selected Respondents for further written information related to the proposed services, respondent capabilities, and client references.

The evaluation of proposals and the determination as to the quality of Inmate Health Care Services shall be the sole and final responsibility of the County and will be based on the information furnished by the vendor, references, interviews, background and financial checks, and the highest score shall be the finalist. This evaluation shall be performed by a project evaluation team, which will be comprised of personnel employed/ contracted by the Thurston County Sheriff's Office and Correction's Bureau.

The evaluation will consist of the following categories:

- a. Corporate experience, particularly jail experience,
- b. Quality of technical proposal in showing creative solutions to health care delivery issues for the County,
- c. Recruitment and Screening plan for staff,
- d. References of organization,
- e. Quality Improvement and Utilization management programs
- f. Cost Proposal
- g. Interviews

**2.1 Contract Award Process and Rejection of Proposals**

When the Evaluation Team has completed its deliberations, it may then engage in the selection process referenced in Section 1.12. The decision of the Committee shall be final and conclusive.

The County reserves the right (i) to reject any and all proposals for good cause, including any proposal that is materially incomplete or irregular or any part of any proposal, (ii) to waive minor defects or technicalities, or (iii) to solicit new proposals on the same project or on a modified project that may include portions of the originally

proposed project as the County, in the exercise of their sole and unfettered discretion, may deem necessary. Vendors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

If the Evaluation Team and the Finalist are unable to agree to contract terms and conditions, Thurston County reserves the right to terminate negotiations with the Finalist and initiate negotiations with the Respondent receiving the next higher score.

Upon completion of negotiations, the Team will develop the contract and submit it to the Board of County Commissioners for approval. A copy of the contract template is included in this Request for Proposal, starting on page 16.

Submission of a proposal implies the Respondent's acceptance of the evaluation criteria and process and recognition that subjective judgments may be made by the Evaluation Team

## **2.2 Term of the Proposed Contract**

The contract resulting from this Request for Proposal shall be for a one year period beginning January 1, 2023 and continuing through December 31, 2023. After this time period, the contract may be extended for (4) one year terms.

## **2.3 Format for Proposal**

Each vendor must respond to each and every component outlined in this RFP. Proposals must be submitted in Times New Roman font, size 12 on 8.5 by 11 inch paper bound securely. Do not use italic type, acronyms or abbreviations in the document.

Proposals should be organized and presented in the order and by the number assigned in the RFP to be considered responsive. A proposal that fails to follow this format or that takes exceptions, or is incomplete or conditional may be rejected.

## **COMPANY PROFILE**

### **3.0 Organization**

Specify the date the vendor began providing health care services in correctional facilities. Include a brief history of the organization, management structure, and current services provided, target populations served, and any other relevant information pertinent to demonstrating the firm's capability.

### **3.1 Experience**

Specify experience in providing correctional health care. Include in your discussion:

- a. Number of employees employed by the corporation,
- b. Annualized dollars of payroll, and
- c. Number of years in business.

### **3.2 Current Contracts**

Describe current contracts and include the following information:

- a. Client name, address, and telephone number,
- b. Date of original contract and expiration date,
- c. Number of renewals (if applicable),
- d. Type and size of facility, and
- e. Dollar amount of contract.

### **3.3 Accreditation Experience**

Specify facilities that you operate that are currently accredited by either NCCHC or ACA. Include the following information:

- a. Name of facility,
- b. Accrediting agency and
- c. Include dates of re-accreditation.

### **3.4 Malpractice and Litigation History**

Provide a list of all litigation the Corporation has been or is currently involved in during the last three years. Include a narrative describing all cases that were settled and amounts of settlement.

**3.5 Prior Performance Fines and Penalties**

Provide a listing of fines incurred under contracts in other jurisdictions for non-performance of duties in whole or in part, which exceed \$10,000 for the past three years. List all contracts in which you experienced a loss of funds due to delays, damages, liquidated damages, and or forfeiture of performance bond in whole or in part.

**3.6 Contractual Experience**

List all contracts lost, or not renewed (list contact person and telephone number), for a three year period. Provide a narrative describing reason for contracts that have not been renewed. Specify any contracts from which the Vendor was relieved or any contracts that have been canceled prematurely.

**3.7 Corporate Reorganization**

Discuss any corporate reorganization or restructuring that has occurred within the last three years and discuss how the restructuring will impact upon the firm's ability to provide services proposed. Vendor shall disclose the existence of any related entities (sharing corporate structure) or principal officers doing business in the field of correctional health care.

**3.8 Merger or Acquisition**

The vendor is required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that the proposal is submitted.

**3.9 Contractual Obligations**

Describe other current or anticipated contractual obligations that have been awarded which will coincide with the terms of this contract.

**3.10 Organizational Structure**

Provide an organizational chart delineating corporate office organizational structure. Include a project organizational chart showing your proposed health service team.

**3.11 Financial Statements**

Provide financial statements for a two-year period. If the vendor is a solely owned subsidiary of another company or corporation, and does not possess financial statements, un-audited financial statements for the subsidiary for a two-year period must be submitted as supplemental information to the company's financial statements in order to meet this requirement. Audited financial statements shall be submitted to the County annually during the term of this Contract.

**3.12 References**

Submit the names, business address, telephone and fax numbers of at least five individuals and/or organizations who can attest to the vendor's capability to carry out the requirements set forth in this offer.

The vendor is cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories. Failure of the vendor to submit such information may cause an adverse impact on the vendor's proposal.

Thurston County reserves the right to conduct an extensive background check and consider historic information and facts gained from the vendor's proposal, oral presentation, references or other objective data, in the evaluation process.

**3.13 Indemnification**

In addition to the requirements to obtain and maintain a policy of public liability insurance pursuant to which Thurston County shall be named as either additional insured or the named insured, the vendor shall agree to indemnify, defend and hold Thurston County, its officers, employees and agents, harmless from and against all claims, suits, actions, damages or causes of action for any personal injury, loss of life, damage to property or any action as a result of the performance of the work for which the contract was entered into and from and against any orders, judgments or decrees which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit, or action, and the investigation thereof.

### **3.14 Insurance Requirements**

The VENDOR shall maintain Medical Malpractice coverage subject to limits of not less than \$2,000,000 per loss and a \$4,000,000 annual aggregate. The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the VENDOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the VENDOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract. If the VENDOR'S coverage is written as a claims made policy, then the VENDOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after the policy term.

The VENDOR shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The VENDOR'S Commercial General Liability insurance shall include the COUNTY, its officers, officials, employees and agents with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured. The VENDOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing the COUNTY as an additional insured. Coverage shall include Employers Liability Coverage with a limit of not less than \$1 million.

The VENDOR'S liability insurance policies shall be primary, and non-contributory with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.

The VENDOR shall include all sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. The VENDOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The VENDOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A.

The VENDOR shall furnish the COUNTY with properly executed certificated of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. Certificates of Insurance shall show the Certificate Holder as Thurston County and include c/o of Thurston County Corrections, 2000 Lakeridge Drive, Olympia, WA 98502. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Attn: Risk Analyst  
Human Resources Department  
2000 Lakeridge Drive S.W.  
Olympia, Washington 98502

The VENDOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

The VENDOR shall maintain workers compensation coverage as may be required by the Washington State Department of Labor and Industries.

## **SCOPE OF SERVICES**

### **4.0 Statement of Work**

The vendor is to establish a program for the provision of comprehensive 24/7 health care services for the Thurston County Corrections Facility. The program is to meet constitutional and community standards and, as a minimum, meet the Standards of the National Commission on Correctional Health Care and the American Correctional Association regarding the provision of health service in Correctional facilities. This listing is not intended to be all-inclusive, but serves as a guideline with recommendation for the development of a health care program for the inmate population in the care, custody, and control of the Thurston County Corrections Facility.

### **4.1 Continuity of Service**

Continuity of service is a must with this contract. The County would expect complete coordination between the incoming Vendors and current staff to facilitate a smooth transition. To that end, the County requests that the successful provider makes every effort to retain existing accounting, nursing, physician, psychiatric, mental health and social services staff.

### **4.2 Receiving Screening**

A receiving screening will be performed on all new or transferred inmates by correctional staff immediately upon their arrival at the Jail Facility. The intake area consists of holding areas and a close observation room. TB or other respiratory disease testing will be completed during the 14-day health assessment on all inmates that are symptomatic or have a history of being exposed to tuberculosis or other respiratory illnesses.

The finding of the preliminary screening and evaluation will be recorded on a form approved by the County and entered into the Inmate's medical record. Appropriate disposition based upon the findings of the receiving screening shall occur and be documented. Nursing staff shall be expected to review the findings of the receiving screening on a daily basis.

An explanation of procedures for accessing medical and dental services shall be provided to inmates orally and in writing upon their arrival to the facilities.

### **4.3 Health Appraisal**

A health appraisal will be completed by an RN, mid-level practitioner or physician for each inmate within fourteen days after arrival at the Corrections facility. A computer log of completed physicals will be kept by health staff. The health appraisal must include the following:

- a. Review of the receiving screening,
- b. Complete history and physical examination,
- c. Recording of vital signs, height and weight,
- d. Mental health evaluation,
- e. Vision and hearing screening,
- f. Laboratory tests and other diagnostic tests as clinically indicated,
- g. Initiation of therapy, when appropriate.

### **4.4 Sick Call**

Vendor shall conduct sick call daily except weekends and holidays. Additional sick call may be required by the Correctional facility on weekends and holidays in order to meet the demand based on inmate population levels. The sick call clinics shall be conducted by an on-site nurse, mid-level practitioner or physician. In conducting these clinics health care staff shall utilize triage protocols and shall ensure all appropriate follow-up care is provided. All inmates are to be seen at sick call (not triage) within 48 hours (72 hours for weekends or holidays) of their submission of a request for health services. Sick call shall be conducted between the hours of 7:00 am and 4:00 pm each day and on weekends, if needed.

### **4.5 Sick Call/Segregation Units**

Daily sick call, except weekends and holidays, shall be conducted with assessments to be done by the nursing staff and appropriate follow-up care to be provided on a day to day basis.

### **4.6 Patient Referrals**

Referrals shall be scheduled to specialty care providers according to clinical priority.



**4.7 Hospital Care/Ancillary Services**

Vendor shall obtain routine outpatient/inpatient services from hospitals, laboratory, x-ray and diagnostic facilities to meet the health care requirements of the inmate. When outside hospitalization is required, the vendor shall coordinate with the security staff in arranging transportation and correctional officer coverage. All laboratory results will be communicated to the provider within 24-48 hours after receipt of test results to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and laboratory results. The provider on-call will be notified immediately of all STAT reports. If an inmate has personal health care insurance, the vendor shall make a positive attempt to have that insurance carrier/company pay for all services possible.

The vendor will be responsible for coordinating appropriate coverage/care for Inmates who are in need of in-house constant care. This coverage will be billed separately to the County for payment .

**4.8 Specialty Care and Referrals**

Vendor shall make referral arrangements with specialists for the treatment of those inmates with health care problems that may extend beyond the primary care services provided on-site. All outside referrals shall be coordinated with the County for security arrangements.

Vendor shall be able to provide, when appropriate, medication-assisted treatment (MAT) to treat substance use disorders as well as sustain recovery and prevent overdose .

Whenever feasible, vendor shall operate on-site specialty clinics at the Jail Facility. Vendor shall identify in their staffing plan specialty clinics to be conducted on-site as justified by the clinical workload. All specialists must be Board Certified or eligible in their respective specialty.

The vendor shall develop provisions for prenatal care. Prenatal care shall include:

- a. Routine urine testing for proteins and ketones,
- b. Vital signs,
- c. Assessment of fundal height and heart tone,
- d. Dietary supplement and
- e. Observation of signs of toxemia.

**4.9 Chronic Care Patients**

Vendor shall develop and implement a program for the care of chronic care inmates. The chronic care provided shall entail the development of an individual treatment plan by the physician specifying instructions on diet, medication, diagnostic testing. Chronic care patients shall be provided a review by a provider minimally every three months and at greater intervals when medically indicated.

**4.10 Emergency Care**

The vendor shall provide emergency medical services or consultation 24 hours per day seven days per week. Treatment will consist of stabilization and referral to a personal physician or local hospital. The Medical Director or Health Administrator shall be on-call 24 hours per day.

**4.11 Dental Care**

The vendor must provide the following dental services on-site:

- a. Prevention of dental disease and oral hygiene education,
- b. Dental treatment for acute dental problems such as severe pain, infections, bleeding, or repair of broken dental prosthesis, if necessary, for eating,
- c. Referral to a dental specialist if needed and
- d. Provision for emergency care,

**4.12 Therapeutic Diet Program**

Vendor will monitor and make recommendations for inmates with regard to therapeutic diets.

**4.13 Pharmacy Services**

The vendor may be responsible for promoting preferred provider rates for pharmacy services. The vendor is expected to make recommendations to enhance cost containment efforts.

Nurses shall administer medications to inmates on a consistent schedule.

The vendor shall provide routine consultations regarding all phases of the institution's pharmacy operation. The vendor shall promote oversight of the pharmacy operation with a minimum of quarterly consultant visits and written reviews by a registered pharmacist.

The vendor may be responsible to develop a formulary. The Department of Corrections formulary is currently being used. Thurston County charges inmates for the actual cost of the prescriptions. Insurance companies and WA State Department of Social and Health Services are billed for those inmates covered by a Health Care plan. Thurston County currently returns unused medications to the pharmacy for credit when allowed. These credits are applied to the inmate's medical accounts.

The vendor shall be responsible for ensuring not less than a 2 weeks supply of prescribed medications are made available to inmates releasing from custody.

Thurston County sells some non-prescription items through their commissary vendor.

#### **4.14 Mental Health**

Mental health services will consist of psychiatric and social services. The delivery of these services will be provided in accordance with NCCHC standards.

The scope of services provided to the inmate population will include:

- a. Crisis intervention and referral for inmates, who require more intense care than available at the institution,
- b. Regular group and individual counseling sessions as appropriate,
- c. Individual treatment plans, regularly updated, for inmates requiring ongoing monitoring and/or care,
- d. Psychiatric evaluation of inmates exhibiting unusual or bizarre behavior,
- e. Monitoring of all inmates receiving psychotropic medication, including appropriate laboratory studies,
- f. Development of policies and procedures for distribution of psychotropic medication to maximize the potential for safety and compliance,
- g. Assessment for tardive dyskinesia to be accomplished as necessary,
- h. Development of suicide prevention procedures to be followed by health care staff,
- i. Ongoing training of all institutional staff on relevant mental health topics,
- j. Thorough documentation of service delivery in the health record,
- k. Maintenance of logs, reports, of service delivery,
- l. Participation in administrative meetings and Quality Improvement Program.
- m. Daily checks of inmates on Administrative Segregation.

#### **4.15 Health Education of Inmates**

Vendor shall develop and describe an inmate health education program for adult facilities, which includes formal, and information sessions, pamphlets, videos, etc.

#### **4.16 Transfer of Medical Information**

All inmate transfers to the Thurston County Correctional facility shall be screened by medical personnel for acute or chronic conditions, communicable diseases, mental status evaluation and current medications. The vendor shall develop a procedure for the transfer of pertinent medical information to emergency facilities and outside specialty consultants and for inmates that are transferred to the State Department of Corrections or other detention facilities.

#### **4.17 Medical Records**

The vendor shall agree to use the County electronic health records system, "Amazing Charts".

Records shall ensure that accurate, comprehensible, legible, up-to-date medical information is maintained on each inmate under its care. Medical records will be considered confidential. Vendor shall ensure specific compliance with standards regarding confidentiality, informed consent and access/disclosure. Procedures will be instituted for the receipt and filing of all outside consults, emergency room visits and inpatient hospitalizations.

The vendor shall comply with the State's Statute regarding retention of health records. All medical records are the property of Thurston County.

#### **4.18 Infectious Waste Disposal**

Vendor shall make provision for collection, storage and removal of medical waste and sharp's containers in accordance with state and federal regulations.

**4.19 Supplies and Equipment**

All listed equipment purchased will belong to the County at the termination of this agreement.

Vendor may be responsible for ordering and stocking all medical and pharmaceutical supplies for the routine and specialty care of all inmates.

**4.20 Services to Corrections Bureau Staff**

Services to staff shall include In Service training classes such as suicide prevention, etc. for corrections staff, testing of staff for tuberculosis on an annual basis and the maintenance of documentation of that testing.

**4.21 Institutional Responsibilities**

The County will provide the vendor with office space, examination rooms and utilities, except for long-distance phone services, which will be credit card or billed to the vendor, to enable the vendor to perform its obligations and duties under the contract.

The County shall provide security staff for off-site supervision and transportation of inmates for medical services. The County shall provide housekeeping and cleaning supplies and laundry services.

**4.22 Disaster Plan**

Vendor shall assist in developing procedures for a disaster plan in the event of a man-made or natural disaster. It shall be coordinated with the security plan incorporated into the institution's overall emergency plan and made known to all personnel. Review of the health aspects of the disaster plan shall be part of the initial orientation of new personnel and drilled annually with all health care staff.

**4.23 Inmate Co-Pay**

Thurston County has implemented a co-pay program for in-house sick call visits.

**4.24 DNA Procurement and Recording**

Vendor will provide DNA procurement by health staff for court-ordered DNA testing. A computer log will be generated to document the DNA procurement and to communicate with corrections staff for tracking purposes.

**ADMINISTRATIVE COMPONENTS**

**5.0 Continuous Quality Improvement Committee**

The vendor shall institute a continuous quality improvement (CQI) committee that will monitor the health service provided. Discussions should include committee membership, frequency of meetings, thresholds for evaluation, collection of data, corrective action plan and communication of results.

**5.1 Medical Audit Committee**

The program shall also include regular chart review by providers of outpatient and inpatient medical records. Chart reviews, deliberations and actions taken as a result of reviews should be documented.

**5.2 Infection Control**

An infection program shall be implemented by the vendor, which includes concurrent surveillance of patients and staff, preventive techniques and treatment and reporting of infections in accordance with local and state laws. The program shall be in compliance with CDC guidelines and OSHA regulations.

**5.3 Inmate Grievances/Complaints**

The vendor shall specify the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the health care delivery system. The vendor shall maintain monthly statistics of grievances filed i.e. those with and without merit. All grievance procedures shall be in accordance with the County's regulations. The County reserves the right to review any inmate complaints and review the vendor's actions. The vendor must implement the County's recommendations in disputed cases.

**5.4 Policy and Procedures**

The vendor shall be responsible for the development, maintenance and annual review of administrative and operational policies and procedures. The County reserves the right to approve policies and procedures of the

vendor. The policies and procedures shall be designed to meet NCCHC and Washington State statutes. The vendor shall be responsible for an annual review of the Thurston County Corrections medical policy.

**5.5 Utilization Review**

The vendor shall establish a utilization review program for the review and analysis of the utilization of off-site referrals including sub-specialty and inpatient stays. The program shall include non-urgent hospitalization, pre-certification, urgent hospital certification, concurrent review, prospective denial, discharge planning, and prior authorization of targeted procedures, MRI and CAT scans. The utilization management program shall demonstrate that the use of outside service has been appropriate (medically indicated) and the length of stay, if applicable, is neither longer nor shorter than medically indicated.

**5.6 Strategic Planning and Consultation**

The vendor shall indicate its capability for strategic operational planning and medical and administrative consultation.

**5.7 Credentialing**

The vendor shall specify its credentialing procedures for professional staff employed at the facilities. Copies of all current nursing and provider licenses shall be kept on-file with the Chief Deputy of Financial Operations.

**5.8 Risk Management and Mortality Review**

The vendor shall indicate its risk management plan and discuss its procedures for dealing with critical incidents. The vendor shall be responsible for establishing and providing evidence of a formal mortality review process. The County's risk manager or designee shall be included in any mortality review.

**5.9 Safety and Sanitation Inspections**

The vendor shall coordinate monthly environmental and sanitation inspections of the institution including the housing and work areas with designated County personnel. The vendor shall make appropriate recommendations for corrections on discrepancies or citations noted.

**5.10 Administrative Meeting and Reports**

The vendor shall coordinate with the Chief Deputy of Corrections to discuss health care services. Minutes or summaries shall be maintained and distributed to attendees with copies retained for future reference.

The vendor shall conduct and maintain minutes of health staff meetings conducted on a monthly basis.

The vendor shall prepare and participate in external reviews, inspections and audits as requested and shall participate in the preparation of responses to critiques. The vendor shall develop and implement plans to address/correct identified deficiencies.

**5.11 Statistical Data**

The vendor shall describe its management information system. The vendor shall be required to keep statistical data related to the inmate health care program, which shall include utilization of service statistics and other areas that the vendor and County agree would be useful to evaluate the health care program and anticipate future needs. The vendor shall prepare statistical reports on a monthly basis. The vendor shall provide a narrative monthly report delineating the status of the health care program, which also identifies potential problems and discusses their resolution. A complete annual report of utilization statistics and narrative summary delineating accomplishments of the vendor shall also be provided on an annual basis. The vendor shall submit a copy of relevant MIS or statistical forms with its proposal.

**STAFFING**

**6.0 Recruitment and Credentialing Program**

The vendor shall recruit and interview candidates who are currently licensed or certified in the State of Washington. The vendor shall interview each candidate with a special focus on technical expertise, emotional stability and motivation. The Chief Deputy of Corrections shall be involved in the interview process for the Medical Director and Health Administrator. It is recommended that the Health Administrator be a CCHP. The final selection of all employees or subVendors shall be subject of approval by the Chief Deputy of Corrections.

a. All screened candidates prior to employment will make an on-site visit to the facility.

- b. Initial and continued employment of staff and subVendors shall be subject to approval of the County. The County reserves the right to prohibit any of the vendor's employees and/or independent Vendors from performing service with regard to this contract.
- c. All personnel shall be required to pass a records check conducted by the County for initial and or continued employment. Additionally, all personnel performing on-site services may be required to undergo a urinalysis or blood test if there is reason to believe that they are under the influence of alcohol or other substances of abuse.
- d. All personnel shall comply with current and future state, federal and local directives, NCCHC standards and policies and procedures of the County and the Institution.
- e. Personnel files of all subVendors and contract employees shall be on file at the facility. The files shall be made available to the Chief Deputy of Corrections or designee. These files shall include copies of current Washington licenses, proof of professional certification, DEA numbers, malpractice insurance certificates, evaluations and position responsibilities.
- f. The vendor shall provide the names of corporate or regional management personnel assigned to this contract. A resume of the regional manager shall be included with this proposal. Any replacement personnel shall be subject to approval of the County.
- g. The vendor shall notify the Chief Deputy of Corrections prior to discharging, removing or failing to renew contracts of professional staff.
- h. The vendor is prohibited from entering into covenants Not to Compete or Non-Competition Clauses with either employees or independent Vendors or any party specifically related to the performance of any obligation required under this agreement, which would prohibit said independent Vendor or employee from competing, directly or indirectly, in any way with the vendor. For the purpose of this paragraph, the term competing directly or indirectly, in any way with the vendor shall mean the entering into or attempting to enter into any similar business with that carried on by the vendor with any individual, partnership, corporation or association that was or is in the same or related business as the vendor.

**6.1 On-Call Responsibility**

The on-site Medical Director shall be on-call 24 hours per day.

**6.2 Employee Training and Orientation**

The vendor shall describe its orientation program for its staff. The vendor shall be responsible for ensuring that all new health care personnel are provided with orientation and appropriate training regarding medical practices on-site at the Institution. An outline of the orientation and in-service program shall be submitted with the proposal. Orientation regarding other institutional operations will be the responsibility of the Institution and the County.

The vendor shall send its staff to a security orientation program provided by the County. The vendor shall be responsible for payment of staff while attending the security classes and for providing coverage in the medical unit.

The vendor shall establish a medical library on-site at the facility for use by the health care staff. The library shall minimally include basic reference texts related to diagnosis and treatment in a primary care setting.

The vendor shall provide appropriate monthly in-service education programs for its staff. Selected topics, which require staff training, will be identified on an on-going basis throughout the vendor's continuous Quality Improvement Program.

**6.3 Staffing and Schedules**

All hours shall be spent on-site at the Institution, except as is otherwise expressly agreed to by Chief Deputy of Corrections and the vendor. Institution staffing work schedules may be modified upon the parties' mutual agreement and written consent.

**6.4 Staffing absences**

The vendor shall specify how they intend to cover periods of absences caused by vacations, holidays and sick leave and shall state what relief factor, if any, was computed into their staffing ratio. The vendor should state whether positions in their proposal are to be covered by full or part time personnel.

**6.5 Credit to County**

The vendor shall agree to credit the County a credit consisting of an hourly salary and fringe benefits for hours of each position not covered or vacant for fifteen (15) days or more. Adjustments will be made on a quarterly basis.

**6.6 Security Clearance**

The vendor and its personnel shall be subject to and shall comply with all security regulations and procedures of the County and the Institution. Violations of regulations may result in the employee being denied access to the Institution. In this event, the vendor shall provide alternate personnel to supply services, described herein, subject to the County's approval.

The County shall provide security for the vendor's employees and agents consistent with security provided to other County employees.

## **TRANSITION**

### **7.0 Contract Transition**

The vendor must demonstrate how it would make the transition from the current service delivery system into the County's delivery system. The timetable for transition is 30 days. Extensions for start-up will not be given. The transition plan should address an orderly and efficient start-up. The vendor should emphasize their past experience in implementing contracts and successes in this area.

A detailed plan should be submitted with the proposal that addresses at a minimum how the following issues will be handled and transferred:

- a. Recruitment of current and new staff, including physicians,
- b. SubVendors and specialists,
- c. Hospital services,
- d. Pharmaceutical, laboratory, radiology and medical supplies,
- e. Identification and assuming of current medical care cases,
- f. Equipment and inventory,
- g. Medical record management and
- h. Orientation of new staff.

**COST**

**Cost Proposal:** Please complete the following table.

Description	Role/Task	Who will provide the service (Medical Director, Physician etc.)?	Weekly hours	Hourly Rate	Total Weekly Cost
Medical Director					
Health Administrator					
Physician-Medical					
Physician-Psychiatrist					
Advanced Registered Practitioners					
Registered Nurse					
LPN					
Medical Records Technicians					
Total					

Provide a detailed listing of all other contract costs not included in the above table.

Vendors will be paid on a monthly basis after services have been delivered. Adjustments for staffing and per diem will be made on a quarterly basis. Vendors should include an annual cost of the contract and an inflationary formula, which does not exceed 6%.

Equipment: Please list any equipment you plan to purchase for this contract. Include description, estimated cost, etc.

Provide alternate pricing due to program or staffing changes.

**SAMPLE CONTRACT**  
**PROFESSIONAL SERVICES CONTRACT**  
**(INVOLVING PROTECTED HEALTH INFORMATION)**  
THURSTON COUNTY/\_\_\_\_\_.

**THIS CONTRACT** is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter "**COUNTY**," and \_\_\_\_\_, with its principal offices at \_\_\_\_\_, hereinafter "**CONTRACTOR**."

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

**1. DURATION OF CONTRACT**

The term of this Contract shall begin on the date last executed below, and shall terminate on \_\_\_\_\_.

**2. SERVICES PROVIDED BY THE CONTRACTOR**

The CONTRACTOR represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Contract.

The CONTRACTOR shall perform the following services:

\_\_\_\_\_

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform according to standard industry practice of the work specified by this Contract.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- e. The CONTRACTOR shall, from time to time, during the progress of the work, confer with the COUNTY. At the COUNTY'S request, the CONTRACTOR shall prepare and present status reports on its work.

**3. SERVICES PROVIDED BY THE COUNTY**

In order to assist the CONTRACTOR in fulfilling its duties under this Contract, the COUNTY shall provide the following:



a. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR'S services.

b. Coordination with other County Departments or other Consultants as necessary for the performance of the CONTRACTOR'S services.

c. Services documents, or other information identified in Exhibit A.

**4. CONTRACT REPRESENTATIVES**

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

a. For CONTRACTOR:

Name of Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

b. For COUNTY:

Name of Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**5. COMPENSATION**

a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit B, which is attached hereto and incorporated herein by reference. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$\_\_\_\_\_.

b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.

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

d. The CONTRACTOR shall not be paid for services rendered under the CONTRACT unless and until they have been performed to the satisfaction of the COUNTY.

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

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

## **6. SAFEGUARDING PERSONAL INFORMATION**

a. Personal information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this Contract. The CONTRACTOR agrees not to release, divulge, publish, transfer, sell or otherwise make known personal information without the express written consent of the entity or as provided by law.

b. The CONTRACTOR agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information. The COUNTY reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the CONTRACTOR through this Contract. To the extent required by law, the CONTRACTOR shall certify the return or destruction of all personal information upon expiration of this Contract.

c. Any breach of this Section may result in termination of the Contract and the demand for return of all records in connection with this Contract. The CONTRACTOR agrees to indemnify and hold harmless the COUNTY for any damages related to the CONTRACTOR'S unauthorized use or disclosure of personal information.

d. The provisions of this Section shall be included in any CONTRACTOR'S subcontract(s) relating to the services provide under this Contract.

e. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver's license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR § 160.103 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapters 42.56, 70.02, 70.24, 70.96A and 71.05, 42 CFR Part 2, and other federal and state statutes and regulations governing confidentiality or disclosure.

## **7. AMENDMENTS AND CHANGES IN WORK**

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

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

## **8. HOLD HARMLESS AND INDEMNIFICATION**

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the CONTRACTOR or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the CONTRACTOR'S obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents or subcontractors.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under Title 51 RCW. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

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

## 9. **INSURANCE**

a. **Professional Legal Liability:** The CONTRACTOR, if he is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than \$\_\_\_\_\_ per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

b. **Workers' Compensation (Industrial Insurance):** The CONTRACTOR shall maintain workers' compensation insurance as required by Title 51 RCW, and shall provide evidence of coverage to the Thurston County Risk Management Division.

The CONTRACTOR shall send to Thurston County at the end of each quarter written verification that premium has been paid to the Washington State Department of Labor and Industries for Industrial Insurance coverage. Alternatively, the CONTRACTOR shall provide certification of approval by the Washington State Department of Labor and Industries if self-insured for Workers Compensation.

c. **Commercial General Liability:** The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$\_\_\_\_\_ per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$\_\_\_\_\_.

- i. The CONTRACTOR shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.
- ii. The CONTRACTOR'S Commercial General Liability insurance shall include the COUNTY, its officers, officials, employees and agents as additional insureds with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.
- iii. The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing the COUNTY as an additional insured.
- iv. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period.
- v. If the Contract is over \$50,000 then the CONTRACTOR shall also maintain Employers Liability Coverage with a limit of not less than \$1 million.

d. **Automobile Liability:** The CONTRACTOR shall maintain Business Automobile Liability insurance with a limit of not less than \$\_\_\_\_\_ each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired and non-owned automobiles.

e. **Other Insurance Provisions:**

- i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- iii. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iv. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- vi. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

f. **Verification of Coverage and Acceptability of Insurers:** The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- i. Certificates of Insurance shall show the Certificate Holder as Thurston County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
- ii. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Attn: Risk Analyst  
Human Resources  
2000 Lakeridge Drive S.W.  
Olympia, Washington 98502

- iii. The CONTRACTOR shall furnish the COUNTY with properly executed certificated of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.

- iv. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

## 10. **TERMINATION**

a. The COUNTY may terminate this Contract for convenience 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 this Contract upon giving ten (10) days written notice by Certified Mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONTRACTOR was not in default, or (2) the CONTRACTOR'S failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination under subsection a of this section.

## 11. **ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

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

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

## 12. **NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

### **13. INDEPENDENT CONTRACTOR**

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

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONTRACTOR is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

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

d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

### **14. COMPLIANCE WITH LAWS**

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

The relationship contemplated by this Contract may implicate the Privacy Regulations under the Health Insurance Portability and Accountability Act of 1996, Pub.L. No. 104-191, 110 Stat. 1936 (1996) (HIPAA). The CONTRACTOR shall comply with HIPAA and applicable regulations contained in 45 CFR parts 160 and 164. The CONTRACTOR shall enter into a Business Associate Addendum with the COUNTY if the COUNTY determines that the CONTRACTOR will be acting as Business Associate as defined under HIPAA.

### **15. INSPECTION OF BOOKS AND RECORDS**

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

### **16. NONDISCRIMINATION**

The CONTRACTOR, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation

or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

**17. OWNERSHIP OF MATERIALS/WORK PRODUCED**

a. Material produced in the performance of the work under this Contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefore to the extent such use is agreed to in writing by the CONTRACTOR.

b. An electronic copy of all or a portion of material produced shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

**18. DISPUTES**

Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY’S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY’S contract representative shall be final and conclusive, subject to the CONTRACTOR’S right to seek judicial relief pursuant to Section 19.

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

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

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

**20. SEVERABILITY**

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

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



c. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

**21. ENTIRE AGREEMENT**

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

**22. NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

**The parties hereto acknowledge that the waiver of immunity set out in Section 8.b. was mutually negotiated and specifically agreed to by the parties herein.**

CONTRACTOR:

Thurston County, Washington

Firm: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_, Department

Date \_\_\_\_\_

Date \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Approved as to Form by the Prosecuting Attorney's Office**  
Reviewed 1/5/05

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ \_\_\_\_\_

**SCOPE OF SERVICES**

1. The services to be performed by the CONTRACTOR under this Contract, which are described in Section 2 of the Contract (SERVICES PROVIDED BY THE CONTRACTOR), are set forth as follows:

2. The services to be performed by the COUNTY under this Contract, which are described in Section 3 of the Contract (SERVICES PROVIDED BY THE COUNTY) are set forth as follows (if applicable):

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ \_\_\_\_\_

**COMPENSATION**

1. The CONTRACTOR'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows: