

# City of Yakima



## Documents & Specifications for:

### RFP No. 11322-P - Inmate Health Care Yakima Police Department Municipal Jail



#### PROPOSALS MUST BE RECEIVED BY:

**2:00 p.m. on December 5, 2013**

#### PLEASE MARK YOUR SUBMITTAL "PROPOSAL 11322-P" AND SEND IT TO:

Clerk's Office, City Hall  
129 North 2nd Street  
Yakima, WA 98901

*The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.*

*Prepared By:  
City of Yakima Purchasing Division  
129 No. 2<sup>nd</sup> St.  
Yakima, Washington 98901  
(509) 575-6093*

**November 6, 2013**

**REQUEST FOR PROPOSALS**  
**No. 11322-P**  
**INMATE HEALTH CARE – Yakima Police Department Municipal Jail**

**TABLE OF CONTENTS**

Notice to Proposers

- Introduction..... 4
- Proposal Submittal Instructions, Evaluation, Award ..... 5
- Special Provisions..... 8
- Specifications and Program Requirements ..... 9
- Other Information..... 12
- Price Proposal and Signature sheet – “Attachment A” ..... 15
- Proposed Agreement – “Attachment B” ..... 16
- Sample Certificates of Liability Insurance – “Attachment C” *Separate Attachment(s)*

**NOTICE TO PROPOSERS**  
**City of Yakima RFP No. 11322-P**

Notice is hereby given by the undersigned that sealed bids will be accepted in the office of the Yakima City Clerk, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901 until the hour of 2:00 pm, December 5, 2013, and publicly opened and read for:

**Inmate Health Care for Yakima Police Department/79 Bed Municipal Jail**

**Mandatory Pre-Proposal Conference:** A pre-proposal conference will be held at 3:00 P.M. on November 13, at the Richard A. Zais, Jr. Legal Center, Training Room, 2<sup>nd</sup> floor, located at 200 South 3<sup>rd</sup> Street, Yakima, Washington, 98901. Attendance is mandatory and Proposers who do not have a representative in attendance will not be able to submit a proposal.

Above per specifications or approved equal.

Proposal forms and Specifications are available in the office of the Purchasing Manager, City Hall, Yakima, Washington. 509-575-6093 or [www.yakimawa.gov/services/purchasing](http://www.yakimawa.gov/services/purchasing) .

The City of Yakima reserves the right to reject any and all Proposals. Minority Proposers are encouraged to apply.

Dated this 6<sup>th</sup> day of November, 2013.

(Seal)

Maria Mayhue, CPPB  
Senior Buyer

**Publish on November 6<sup>th</sup> and 7<sup>th</sup>, 2013**

**REQUEST FOR PROPOSALS**  
**No. 11322-P**  
**INMATE HEALTH CARE – Yakima Police Department Municipal Jail**

**SECTION 1 - INTRODUCTION**

**1.1 Project Description:** The City of Yakima Police Department (hereinafter “City”), through its Municipal Jail, will be accepting proposals for provision of health care services, health care personnel and program support services to the inmate population at the City Jail Facility. All health care services are to be conducted from the jail facility in accordance with specifications detailed elsewhere in this solicitation. The City desires to receive sufficient factual and quantitative data from qualified Proposers to facilitate a fair and objective evaluation of prepared proposals for health care services at the City Facility.

**1.2 Statement of Need:** The City desires to obtain adequate health care services for all inmates in the Yakima City Jail, guaranteed under the 8<sup>th</sup> and 14<sup>th</sup> Amendments of the U.S. Constitution, Washington State Law and City of Yakima Detention Facility Policies. Consummation of an agreement and funding thereof is dependent upon appropriation by the City Council for the subject agreement and for each year of subsequent renewal.

**1.3 Mandatory Pre-Proposal Conference and Tour:** A mandatory pre-proposal conference and tour of the facility will be held at 3:00 p.m. on November 13, at the Richard A. Zais, Jr. Legal Center, Training Room, 2nd floor, located at 200 South 3rd Street, Yakima, Washington, 98901. The Pre-Proposal Conference will follow the tour. **Attendance is mandatory and Proposers who do not have a representative in attendance will not be able to submit a proposal.** Questions may be submitted ahead of time to the Point of Contact/RFP Coordinator listed below.

**1.4 Point of Contact/RFP Coordinator:** Any written questions and written responses regarding this procurement will be submitted to the RFP Coordinator by email. The RFP Coordinator is the only representative of the City who has the authority to respond to questions relative to this RFP. Any and all questions received by Proposers will be answered via addendum and posted on the Purchasing web site at [www.yakimawa.gov/services/purchasing](http://www.yakimawa.gov/services/purchasing). Select the "Quote /Bid" link in the purchasing page.

The contact information is listed as follows:

Maria Mayhue, Senior Buyer  
129 North Second St  
Yakima, Washington 98901  
(509) 575-6093  
[maria.mayhue@yakimawa.gov](mailto:maria.mayhue@yakimawa.gov) (*e-mail is preferred method*)

**1.5 Preliminary RFP Schedule:** The following is a schedule of events concerning the proposal process:

<b><u>Event</u></b>	<b><u>Date</u></b>
Place Ad & Issue RFP	November 6, 2013
Mandatory Pre-Proposal Conference On-Site	November 13, 2013
Deadline for Receiving Additional Questions	November 25, 2013
RFP Opening	December 5, 2013
Interviews/Evaluations	December 11-13, 2013
Approve Agreement	January 7, 2014
Begin Implementation	February 1, 2014

The City of Yakima reserves the right to adjust the above schedule as needed.

## 1.6 Definitions:

- (a) YPD Yakima Police Department – Municipal Jail.
- (b) City The City of Yakima.
- (c) Proposer The person or firm submitting the proposal.
- (d) Contractor The person or firm receiving award of contract agreement. The Medical Services Provider.
- (e) RFP The Request for Proposals, including any amendments or other addenda hereto. In case of conflict between the proposal and exhibits, the RFP governs.
- (f) Evaluation Committee The RFP Evaluation Committee is comprised of the RFP Coordinator (named in section 1.4), Yakima Police Department - Municipal Jail staff, and any other interested parties or subject matter experts that City of Yakima may select.
- (g) Proposal The materials submitted by each Proposer in response to the RFP, including all attachments.

## SECTION 2 – PROPOSAL SUBMITTAL INSTRUCTIONS/EVALUATION/AWARD

**2.1 Advertisement of RFP:** The City will advertise the RFP in the Yakima Herald newspaper and on the City's website at [www.yakimawa.gov/services/purchasing](http://www.yakimawa.gov/services/purchasing) .

**2.2 Proposal Mailing Instructions & Opening:** One (1) original and five (5) printed copies and one (1) electronic copy (CD or flash drive) of the completed proposal shall be sealed, labeled Proposal No. 11322-P, INMATE HEALTH CARE, and submitted to:

City Clerk's Office  
Yakima City Hall  
129 North 2nd Street  
Yakima, Washington 98901

The RFP Coordinator will accept the Proposals for consideration at 2:00 PM on December 5, 2013, in the City Council Chambers of Yakima City Hall, 129 No. 2<sup>nd</sup> St., Yakima, WA 98901. Only the names of the Proposers will be read. Proposals received after that time will not be considered.

If you plan on attending the proposal opening, **DO NOT BRING YOUR PROPOSAL WITH YOU INTO THE OPENING ROOM.** It must be received and date stamped by the Clerk's Office. **FAXED OR E-MAILED PROPOSALS WILL NOT BE ACCEPTED.**

PROPOSALS RECEIVED AFTER 2:00 P.M. PST, DECEMBER 5, 2013 WILL NOT BE ELIGIBLE FOR CONSIDERATION. THE DEADLINE WILL BE STRICTLY ADHERED TO. LATE PROPOSALS WILL NOT BE CONSIDERED. Proposals, which do not include all requested information and required documentation, may be considered non-responsive.

**2.3 Time for Consideration:** Each Proposer warrants, by virtue of proposing, the prices quoted in submitted proposal will be good and not revocable by the Proposer for an evaluation period of ninety (90) days from the date of proposal opening unless otherwise stated. Proposers will not be allowed to modify their proposals after the opening date and time.

**2.4 Submittals:** Proposer response shall include:

**Letter of Transmittal:**

- (a) Name and address of Proposer.
- (b) Name, title, phone, email and facsimile number of the "contact person" for the Proposer.
- (c) Typed name and title, with ink signature, of individual authorized to commit the Proposer to the submitted proposal.
- (d) Summarize in a brief and concise manner the Proposer's understanding of the nature and scope of the work to be performed.

**Qualifications Statement:** A response to each qualification criterion outlined below:

- (a) Proposers will be required to furnish evidence in writing that they maintain a permanent place of business and have adequate finances and personnel to furnish the item(s) and services offered satisfactorily and expeditiously.
- (b) Proposers must have and maintain an active occupational license and provide a copy of this license with their proposal. The agreement pursuant to this RFP will only be entered into with responsible Proposers, found to be satisfactory by the City, qualified by experience, and secure in a financial position to do the work specified.
- (c) Proposer shall have a valid and current business license per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions.
- (d) Proposer must provide proof **with their submittal** that they will be able to obtain professional liability insurance and catastrophic insurance as required.
- (e) Proposer must demonstrate ability to provide a system of medical support to the inmates.
- (f) Proposer must have a proven ability for an acceptable contract start-up time.
- (g) Proposer must demonstrate the capability to supervise and monitor the program, ensuring satisfactory provision of services.
  - 1. A clear response to the specifications and program requirements outlined in Section 4.
  - 2. A recently audited Financial Statement.
  - 3. Resumes for Medical Director/Physician(s), nurses, and any additional staff who will be dedicated to this contract.
  - 4. A completed Proposal Price and Signature Sheet - (Attachment A).
  - 5. References: List three professional or client references (with addresses, e-mail, and phone numbers), who are able to provide information regarding Proposer's ability to perform the work specified.
  - 6. The Contractor and all employees providing service under this contract must be able to pass the appropriate criminal history check prior to award of contract.
  - 7. The caption, cause number, Court, Counsel, and general summary of any litigation pending or judgment rendered within the past 3 years against the Proposer.

**2.5 Notice:** Contractor shall at all times comply with all Federal, State and Local regulations pertaining to Inmate Health Care, including, but not limited to HIPPA, Jail Policies, regulations and Standards.

**2.6 Evaluation, Interview, and Contract Award Process:** 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 City and will be based on the information furnished by the Proposer.

The Evaluation Committee will conduct an initial review and short-list 2 or 3 proposals to be further evaluated and scored. The proposals shall be reviewed solely on the information received in the written response and the responses from reference check calls. As a result of this review, the Evaluation Committee may select Proposers to be interviewed. The Evaluation Committee may ask these selected Proposers for further written information or clarification related to the proposed services, Proposer capabilities, and personal or client references. Whether there will be interviews and who will be invited to make a presentation to the Evaluation Committee will be at the sole discretion of the City.

The Evaluation Committee will evaluate short-listed proposals based on the following criteria. A maximum score of 100 points will be used to evaluate Proposers. Each of the following elements shall have the stated maximum point value:

Item #	Description	Points
1.	The experience of the Proposer and/or company officials for the services required.	20
2.	The qualifications of staff employed by the Proposer to be assigned to the project.	25
3.	Cost	15
4.	Oral interviews	15
5.	Professional references of the Proposer and company officials	15
6.	The financial stability of the Proposer	5
7.	Responsiveness to this RFP	5
	TOTAL	100

As a result of proposal evaluations, reference checks, and oral interviews, the Evaluation Committee will score the Proposers based on the above criteria and the Proposer with the highest score shall be the finalist and provided with a Notice of Intent to Award. In the case of a tie, the Proposer receiving the majority of the individuals' highest scores (e.g. 3 out of the 5 people on the Evaluation Committee) will be the finalist. The decision of the Evaluation Committee shall be final and conclusive.

The City reserves the right (i) to reject any and all proposals 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 City, in the exercise of their sole and unfettered discretion, may deem necessary. Proposers will be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

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

**2.7 Contract Agreement:** The finalist will be offered the opportunity to enter into an agreement (Attachment B) with the City of Yakima to provide Inmate Health Care Services. The Proposer shall review the attached agreement and propose any changes they desire to be made to the standard agreement on a separate sheet titled "Proposed Changes to the Agreement". The City may accept or reject proposed changes.

The City reserves the right to negotiate any and all elements of this proposal with the highest scoring Proposer. Any additional terms and conditions, which may be the subject of negotiation, will only be discussed between the City and the Proposer and shall not be deemed an opportunity to amend the

original proposal. If an agreement cannot be reached, negotiations may begin with the second highest scoring Proposer. The contents of this RFP, revised and/or supplemented, and the successful Proposer's response as accepted by the City will be incorporated into the final agreement.

**2.8 Contract Agreement Term:** The agreement between the City and the Proposer who is awarded this contract will be for three (3) years from the date of the initial signed agreement.

- (a) Each Proposer shall provide an initial three (3) year firm-fixed cost proposal (Attachment A).
- (b) The City will have the option to renew the contract on a yearly basis for two (2) successive one-year renewal terms, not to exceed a total of five (5) years. Each renewal will be based upon a successful yearly review of the services provided by the Contractor and a successful price agreement as budget allows.

### **SECTION 3 - SPECIAL PROVISIONS**

**3.1 In General:** The purposes of these provisions are to describe the requirements for Inmate Health Care Services for the Municipal Jail. It is important that Proposers familiarize themselves with the operation of the Municipal Jail in order to understand the scope of effort required under this proposal.

**3.2 Substitution:** The Contractor shall not substitute or deviate from said specifications of the proposed Inmate Health Care Services contained in this RFP without a written agreement amendment, signed by the City Manager. Any violation of this procedure by the Contractor will be considered cause for immediate cancellation of the agreement for cause by the City.

**3.3 Facility Security:** The City may prohibit entry to any secure facility, or remove there from, a contract employee who does not perform his/her duties in a professional manner, or who violates the jail's security rules and procedures.

**The City reserves the right  
to search any person, property, or article entering its facilities.**

**3.4 Invoicing and Payments:** The Contractor may invoice the City for services based on increments of twelve (12) equal monthly payments, plus or minus any adjustments as may be outlined in the final agreement(s), per the annual dollar amount proposed for Inmate Health Care Services (Attachment A) for years 1-3 and any subsequent negotiated price agreements for years 4-5. The City will use its best efforts to pay such invoices within thirty (30) days of receipt and upon approval of the services rendered and amount billed. Yakima Police Department will notify the Contractor promptly if any problems are noted with the invoice.

*Payment terms are net 30 after receipt of approved invoice(s).*

Mail Invoices to:

Yakima Police Department  
Attn: Chief Dominic Rizzi  
200 South Third Street  
Yakima, Washington 98901



## SECTION 4- SPECIFICATIONS AND PROGRAM REQUIREMENTS

**4.1 Background Information:** The City of Yakima operates a seventy-nine (79) bed municipal jail facility located at 200 S. 3rd Street, Yakima, WA 98901. This facility holds only male inmates with gross misdemeanor and misdemeanor charges. Inmates held at the facility are a mix of pre and post sentenced.

**4.2 Responsibilities of the City:** The City agrees to provide the Contractor with office space or facilities and utilities, (including telephone services), reasonably sufficient to enable the Contractor to perform its obligations.

**4.3 Base Price:** In an effort to assist with the determination of proposed contract price, assume a 24-hour population of seventy-nine (79).

The base price is to include the furnishing of all professional services, labor, materials, equipment, insurances, licenses and applicable taxes necessary or proper for the completion of the work.

- (a) The Contractor will utilize the City's existing agreements or contracts with local area hospitals and off-site physicians for inmate treatment with the purpose of providing the City the best-contracted rate possible, without exceeding established Medicaid Rates.
- (b) The Proposer is required to provide, in its proposal, the following:
  - 1. A base price on the Proposal Price and Signature Sheet (Attachment A).
  - 2. The base price shall be subject to review no more often than once each year at the anniversary date of execution of the agreement, excluding the first 3-year period.

**4.4 Specifications and Program Requirements:** The successful Proposer will be expected to meet the following specifications and program requirements. 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 City of Yakima Detention Facility (Yakima City Jail). This includes:

- (a) The Contractor will provide adequate medical care to all inmates in the Yakima City Jail guaranteed under the 8<sup>th</sup> and 14<sup>th</sup> Amendments of the U.S. Constitution, Washington State Law and City of Yakima Detention Facility Policies.
- (b) The Contractor will provide a nurse(s) who will visit the Jail five (5) days per week (Monday through Friday) for up to four (4) hours each day and visit on Saturday and Sunday on an "as needed" basis to assess inmates presenting health problems, gather necessary health histories and records, dispense medications, refer inmates for appropriate treatment of illness/injury per discussion with Jail staff, document medical services, and maintain inmate's medical records. The nurse or physician will keep the jail staff informed of the planned scheduled hours of operation and of any changes.
- (c) The Contractor will provide a nurse or physician available three hundred and sixty-five (365) days per year to whom jail personnel can contact between 0600 hours and 2300 hours to assess the urgent health questions of the inmates. The physician and/or medical personnel will provide the Yakima City Jail with a list of contact information for the primary on-call designated person. As well as have a secondary person who can be called if the primary person is not reachable. The physician and medical personnel will maintain updated contact information at all times and will inform the jail staff of any changes.
- (d) The Contractor will provide all necessary materials, supplies, and equipment necessary for performance of the services required hereunder. The City agrees to provide the Contractor with office space or facilities, utilities, and office equipment reasonably sufficient to enable the Contractor to perform its obligations, including but not limited to a fax machine, copier, telephone services, office supplies, translation services as available, medication cart and medications.

- (e) The Contractor will arrange for office visits at a clinic or other appropriate healthcare setting for those inmates requiring medical attention outside the jail facility by a licensed physician, physician assistant, or advanced registered nurse practitioner, and discuss with jail administrators before referring inmates for additional health services or treatment outside the scope of this contract.
- (f) The Contractor will provide a physician to approve all prescriptions for the inmates. The delivery and administration of medication and medication assistance by non practitioner jail personnel shall be handled per conditions as set forth in RCW 70.48.490. The RCW may be viewed at: <http://apps.leg.wa.gov/rcw/default.aspx?cite=70.48.490>
- (g) The physician or designated medical person will develop specific medical protocols and procedures. The physician will assist jail administration with writing and updating jail medical policies and procedures. Jail medical protocols, policies and procedures will be reviewed and updated annually.
- (h) The physician or designated medical personnel will provide training to non practitioner jail personnel in proper medication procedures and any other medical procedures as requested (taking vitals, O2 levels, blood sugar tests, blood pressure, pulse).
- (i) The physician will do annual in person reviews of the City Jail's medical program. The physician will inspect the medical area(s), medication storage and office area. The physician will review the health care program, policies and procedures and will address any deficiencies. The physician will meet with the jail administrator at least once annually to discuss the progress of the inmate's health care program.
- (j) The physician and all medical personnel will attend and participate in an orientation/training session that will cover the facilities' safety and security rules and regulations prior to work commencing.
- (k) The physician or designated medical personnel will maintain complete and accurate medical records for all jail inmates. The records shall be retained on site, separate from confinement records. The Contractor and the City shall maintain the confidentiality of the records as required by law, recognizing that relevant information or a copy of the records shall be forwarded to appropriate facilities or to other health care providers as needed.
- (l) The contract provider for medical services shall, in times of emergency or threat thereof, whether accidental, natural, or caused by man, provide medical assistance to the City.
- (m) The Contractor will immediately notify Jail personnel of any inmate issue requiring special attention or isolation for communicable disease.
- (n) The Contractor will record the administration of medications in a manner and on a form approved by the City to include documentation of the fact that inmates are receiving and ingesting their prescribed medications. Documentation will also be required when an inmate's ordered medication was not administered and the reason given.
- (o) Currently, dental services are only offered off site. Attending physician will refer inmates for medically necessary dental treatment and may be required to administer medications as prescribed for dental infections.
- (p) Mental health services are provided through Central Washington Comprehensive Mental Health (C.W.C.M.H.); however the Contractor is required to provide mental health support as follows:
  - 1. Administering psychotropic medications as prescribed.
  - 2. Maintenance of inmates' medical charts to include mental health information.
  - 3. Communicate and cooperate with C.W.C.M.H.
- (q) At the request of Jail personnel provide for examinations and medical clearance for inmate workers prior to placement in an assignment.

(r) Confidentiality of medical records will be assured in accordance with HIPAA. The medical and psychiatric records will be kept separate from the custody record. Data necessary for the classification, security, and control of inmates will be provided to the appropriate Jail personnel. Medical records will be made available to the City or its designee when required. Contractor will cooperate with the City regarding any court claims, upon request of City administration.

1. Adherence to applicable informed consent regulations and standards of the local jurisdiction must be maintained.
2. Inactive medical records will be maintained in accordance with the laws of the state of Washington. After two years, inactive medical records will be archived by a mutually agreed upon method.
3. If an inmate's medical record cannot be located within eight hours of the discovered loss, the Contractor's administrator shall notify the City or its designee. A duplicate record shall be immediately generated. Upon location of the missing record, and after a duplicate file has been created, the two files shall be joined to form one file.

**4.5 Confidentiality:** The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Contractor in performance of this contract, except upon the prior written consent of the City Attorney or an order entered by a court after having acquired jurisdiction over the City. Contractor shall immediately give to the City notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the City, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

**4.6 Administrative Requirements:** The successful Contractor shall have the responsibility to provide a singular designated physician (Medical Director) with responsibility for assuring the appropriateness and adequacy of inmate health care and supervisor oversight of all contract staff.

**4.7 Statistical Reporting:** Monthly reports will be required as follows:

- (a) Number of inmates seen
- (b) Number of inmates referred for medical care
- (c) Number of inmates referred for dental care

**4.8 Indemnification and Hold Harmless:**

- (a) The Contractor shall defend, indemnify and hold harmless the City of Yakima, its elected and appointed officials, employees, agents, and volunteers against any expense, loss, lawsuit, settlement costs, penalty, damage, liability, allegation, claim or judgment, including reasonable attorney's fees and costs, resulting from negligent acts or omissions or willful misconduct of the Contractor, its agents or subcontractors, and the Medical Professionals and Medical Assistants rendering services, including a breach of the Contractor's duties under this Agreement.
- (b) The terms of the section shall survive any expiration or termination of this Agreement.
- (c) Nothing contained in this Section or this Agreement shall be construed to create a liability or a right of indemnification in any third party.
- (d) The City of Yakima will not be responsible to any injury to Contractor's employees or agents and the Contractor shall indemnify, defend and hold the City of Yakima harmless for any injury to the Contractor's employees or agents.

**4.9 Professional Liability Insurance:** At all times during the performance of the services in this Agreement, the Contractor shall provide the City of Yakima with a certificate of insurance as evidence of professional liability coverage covering services provided pursuant to this Agreement with a limit of One Million Dollars (\$1,000,000.00) for each wrongful act and an annual aggregate limit of Three Million Dollars

(\$3,000,000.00). This certificate shall clearly state who the provider is, the amount of coverage, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company rated A-VII or higher in Best's Guide. If the policy is on a claims made basis, the retroactive date of the insurance policy shall be on or before the date of execution of this Agreement, or shall provide full prior acts. The insurance coverage shall remain in effect during the term of this Agreement and for a minimum of three (3) years following the termination of this Agreement.

**4.10 Commercial General Liability Insurance:** Before this Agreement is fully executed by the parties, the Contractor shall provide the City of Yakima with a certificate of insurance as proof of commercial liability insurance and commercial umbrella liability insurance with a total minimum liability limit of One Million Dollars (\$1,000,000.00) per occurrence combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate (per project). The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement. The policy shall name the City of Yakima, its elected and appointed officials, and employees as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City of Yakima written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide.

**4.11 Worker's Compensation Insurance:** Statutory workers' compensation and employer's liability insurance as required by state law.

## **SECTION 5- OTHER INFORMATION**

**5.1 Withdrawal/Supplement of Proposals:** Proposers may withdraw or supplement their responses at any time prior to the response closing date and time. To accomplish this, a written request signed by an authorized representative of the Proposer must be submitted to the RFP Coordinator.

**5.2 Proposal Submittal Costs:** Submittal of a proposal in response to the RFP is solely at the cost of the Proposer. Therefore, the City is in no way liable or obligated for any cost incurred by the Proposer in determining and submitting a proposal pursuant to the RFP.

**5.3 Proposer' Questions:** Any person contemplating submittal of an RFP, who is uncertain as to the intended meaning of any part of the RFP or other contract documents, or who finds discrepancies in, or omissions from the RFP may request interpretation, clarification, or correction of this RFP. Such request must be in writing and must be delivered to the RFP Coordinator by mail, e-mail, or hand delivery not later than five (5) work days before the deadline for delivery of RFP. The person submitting the request is responsible for its timely delivery. Any interpretation or correction of the RFP will be made only by written addendum and will be e-mailed or delivered to each person receiving this RFP, in addition to being posted on the City Purchasing webpage. Any information given to any Proposer concerning the solicitation or any changes to the RFP shall be provided in writing to all Proposers to ensure that all Proposers receive the same information relating to the RFP. The City will not be responsible for any other interpretation, clarification, or correction of this RFP. Proposers must acknowledge receipt of any addenda received in their response by either stating they received the addenda, or returning said addenda with their response.

Each Proposer should verify that it has received all addenda to this RFP by direct inquiry to the RFP Coordinator or by checking the City Purchasing webpage before submitting a proposal.

**5.4 Proprietary Material Submitted:** Any information contained in the RFP submitted that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a Proposer's submittal, the City of Yakima will comply according to the Open Public Records Act, Chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

**5.5 Public Disclosure:** Proposals shall become the property of the City. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Proposer, or is any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Proposer desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in the Proprietary Material Submitted section above. The particular exception from disclosure upon which the Proposer is making the claim and the RFP page it is found on must be identified. RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Proposers, the City will not disclose RFP records until execution of the agreement. At that time, all information about the competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Proposer has an adequate opportunity to seek a court order preventing disclosure. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

**5.6 Protest Procedure:** Any protest must be made in writing, signed by the protestor, and state that the Proposer is submitting a formal protest. The protest shall be filed with the City of Yakima's Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, faxed to 509-576-6394 or emailed to sownby@ci.yakima.wa.us. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests before award shall be filed five (5) days before the solicitation due date, and protests after the award shall be filed five (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Applicant:

Step I: Purchasing Manager and Division Manager of solicitation try resolving matter with protestor. All available facts will be considered and the City Purchasing Manager shall issue a decision. This decision shall be delivered in writing to the protesting Applicant.

Step II: If unresolved, within three (3) business days after receipt, the protest may be appealed to the Department Head by the Purchasing Manager.

Step III: If still unresolved, within three (3) business days after receipt, the protest may be appealed to the City Manager (or his designee). The City Manager shall make a determination in writing to the Applicant.

**Grounds for Protest:**

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

A matter of bias, discrimination, conflict of interest;

Solicitation unduly constrains competition or contains inadequate or improper criteria;

Errors in computing score;

Non-compliance with procedures described in the solicitation or City Policy.

**Protest Determination:**

Each review and determination of the protest shall issue a decision that either:

Finds the protest lacking in merit and upholds the award; or

Finds only technical or harmless errors in the acquisition process and determines the City to be in substantial compliance and therefore reject the protest; or

Finds merit in the protest and provides options for correction, including, but not limited to, correcting the errors and re-evaluating the bids, reissuing the bid to begin a new process, or entering in to an agreement that remedies the protest finding; or

Makes other findings and determines other courses of action as appropriate.

**Timeframe:**

Only protests and complaints received within the required timeframe for protest action are accepted for consideration.

**Award Announcement:**

Purchasing shall announce the successful bidder via City Website, e-mail, fax, regular mail, or by any other appropriate means. Once the announcement is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the Applicant received the information, but rather when the announcement is issued by Purchasing. Though every effort will be made by Purchasing to distribute the announcement to the interested Applicants, Purchasing is not responsible to assure that Applicants receive the announcement. It is the responsibility of the Applicants to obtain the announcement from Purchasing.

**Award Regardless of Protest:**

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the City determines that one of the following applies:

The supplies or services to be contracted for are urgently required;

Delivery or performance will be unduly delayed by failure to make award promptly;

A prompt award will otherwise be advantageous to the City.

If the award is made, the file must be documented to explain the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned.

The City retains the right to enter into any agreement and nothing herein shall be construed to limit that authority in any manner.



**PROFESSIONAL SERVICES CONTRACT  
FOR INMATE HEALTH CARE SERVICES**

**THIS PROFESSIONAL SERVICES CONTRACT** is made and entered into by and between the City of Yakima, a Washington municipal corporation (hereafter the "City"), and \_\_\_\_\_ (hereafter the "Contractor").

**WHEREAS**, the City of Yakima requires inmate health care services (hereafter the "health care services" or the "services") for the City of Yakima Detention Facility (hereafter the "Jail") located at the Yakima Police Department/Legal Center, 200 South Third Street, Yakima, Washington;

**WHEREAS**, the City of Yakima Police Department does not have the staffing levels or the specialized expertise necessary to provide said inmate health care services;

**WHEREAS**, Contractor agrees to provide said inmate health care services under the terms and conditions of this Contract;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between the City and Contractor as follows:

**Section 1. Scope of Work**

- 1.1. The minimum services that the Contractor will provide include providing health care services for the inmates at the City of Yakima Detention Facility ("Jail"). Contractor shall provide the minimum health care services and staff described in the text of the Professional Services Contract, including the services described in Exhibit "A," which is incorporated herein by this reference. The services are included within the base fee. The Professional Services Contract and Exhibit "A" are referred to herein as the "Contract." The Contract specifies the working relationship between the City and the Contractor, and specific obligations of both parties.
- 1.2. Administrative Requirements: The Contractor shall have the responsibility to provide a singular designated physician (Medical Director) with responsibility for assuring the appropriateness and adequacy of inmate health care services and supervisor oversight of all Contract staff.
- 1.3. Substitution: The Contractor shall not substitute or deviate from said specifications of this Contract without a written agreement amendment, signed by the City Manager, or pursuant to Section 12 below entitled "Changes". Any violation of this procedure by the Contractor will be considered cause for immediate cancellation of the Contract for cause by the City.
- 1.4. Except as otherwise specifically provided in this Contract, Contractor shall furnish the following, all as the same may be required to perform the services described in paragraph 1.1 in accordance with this Contract: personnel, labor and supervision; and technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by Contractor under this Contract are sometime collectively referred to in this Contract as the "health care services."
- 1.5. All provisions of this Contract are intended to be complementary, and any health care services required by one and not mentioned in another shall be performed to the same extent as though required by all. Details of the health care services that are not necessary to carry out the intent of



this Contract, but that are not expressly required, shall be performed or furnished by Contractor as part of the health care services, without any increase in the compensation otherwise payable under this Contract.

## **Section 2. Period of Performance**

- 2.1 The period of performance under this Contract will be three (3) years, commencing on \_\_\_\_\_, 2014, and continuing until \_\_\_\_\_, 2017. The City reserves the right to extend this Contract for two (2) additional one-year (1-year) periods, providing, however, that the total contract period of performance shall not exceed a total of five (5) years. In the event the City elects to extend the Contract for an additional one-year (1-year) term, the City shall provide written notice to the Contractor at least ninety (90) days prior to: the end of the initial three-year (3-year) Contract period; or the end of the subsequent one-year (1-year) period. The City's option to extend the Contract for an additional one-year (1-year) term is subject to a successful yearly review of the services provided by the Contractor and a successful price agreement as budget allows, and the extension is further subject to approval by the City Council at a City Council business meeting if the compensation is more than the last year of the three-year contract. If the annual compensation remains the same or less for each of the additional one-year (1-year) terms, then the City Manager has the authority to sign each one-year (1-year) extension without the specific approval of the City Council at a City Council business meeting.

## **Section 3. Compensation**

- 3.1 As full compensation for satisfactory performance of the health care services, the City shall pay Contractor \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the first year of the Contract, \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the second year of the Contract, and \_\_\_\_\_ (\$\_\_\_\_\_) for the third year of the Contract. At the end of this term, the parties may extend this Contract under terms and conditions then agreed. The three-year term of the Contract is subject to an option to extend the Contract for two (2) one-year (1-year) extensions for a total of two (2) additional years if the City and Contractor can reach a mutually satisfactory agreement on the value of the services for the additional two-year (2-year) period and as provided in Section 2.1 above.
- 3.2 Each annual fee shall be paid by the City to Contractor in twelve installments. The monthly invoices will be submitted by Contractor to the City of Yakima on or about the first week of the month immediately following the month the services are provided. The first invoice for the first year of the Contract will be submitted on or about the first week of the month immediately following the month the services are provided.
- 3.3 The City of Yakima will use its best efforts to pay each of Contractor's invoices within thirty (30) days after the City's receipt and verification thereof; provided, however, that all such payments are expressly conditioned upon Contractor providing health care services hereunder that are satisfactory to the City. The Yakima Police Department of the City will notify the Contractor promptly if any problems are noted with the invoice.

Contractor will mail invoices to the City of Yakima at the following address:

Yakima Police Department  
Attention: Chief Dominic Rizzi  
200 South Third Street  
Yakima, WA 98901-2830

- 3.4 Any additional service(s) provided by the Contractor which are to be paid by the City must have prior written approval of the City.

#### **Section 4. Performance by Contractor**

- 4.1 Delegation of Professional Services. The services provided for herein shall be performed by Contractor, and no person other than regular associates or employees of Contractor shall be engaged on such work or services. Contractor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any health care services to any other person or entity without the prior written consent of the City. Any such delegation or subcontracting without the City's prior written consent shall be voidable at the City's option.

No delegation of subcontracting of performance of any of the services, with or without the City's prior written consent, shall relieve Contractor of its responsibility to perform the services in accordance with this Contract. Contractor shall be fully responsible for the performance, acts and omissions of Contractor's employees, Contractor's subcontractors, and any other person who performs or furnishes any services (collectively, the "Support").

- 4.2 Contractor shall at all times be an independent contractor and not an agent or representative of the City with regard to performance of the services. Contractor shall not represent that it is, nor hold itself out as, an agent or representative of the City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of the City. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that the City of Yakima provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law. The Contractor will have an active account with the Department of Revenue, other state agencies as needed, and a separate set of books or records that reflect all items of income and expenses of the business that the Contractor is conducting.
- 4.3 Contractor shall perform the health care services in a timely manner and in accordance with the standards of the profession. At the time of performance, Contractor shall be properly licensed, equipped, organized, and financed to perform the services in accordance with this Contract. Subject to compliance with the requirements of this Contract, Contractor shall perform the services in accordance with its own methods.
- 4.4 Contractor shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the services.

#### **Section 5. Compliance with Laws**

- 5.1 Contractor shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon the City and applicable to the services). Contractor shall furnish such documents as may be required to effect or evidence such compliance. All laws, ordinances, rules and orders required to be incorporated in agreements of this character are incorporated in this Contract by this reference.

#### **Section 6. Taxes and Assessments**

- 6.1 Contractor shall be solely responsible for and shall pay all taxes, deductions, and assessments,

including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury insurance, and other deductions from income which may be required by law or assessed against either party as a result of this Contract. In the event the City is assessed a tax or assessment as a result of this Contract, Contractor shall pay the same before it becomes due.

### **Section 7. Nondiscrimination Provision**

- 7.1 During the performance of this Contract, Contractor shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, age, color, sex, religion, national origin, creed, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, political affiliation, or the presence of any sensory, mental or physical handicap, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Contract.
- 7.2 With regard to the health care services to be performed pursuant to this Contract, Contractor agrees to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA) and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.

### **Section 8. Inspection: Examination of Records**

- 8.1 The records relating to the services shall, at all times, be subject to inspection by and with the approval of the City, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the services in accordance with this Contract, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the City sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.
- 8.2 Contractor shall promptly furnish the City with such information which is related to the services of this Contract as may be requested by the City. Until the expiration of three (3) years after final payment of the compensation payable under this Contract, Contractor shall provide the City access to (and the City shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the services of this Contract.

### **Section 9. Property and Confidential Information**

- 9.1 The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Contractor in performance of this Contract, except upon prior written consent of the City Attorney, an order entered by a court after having acquired jurisdiction over the City, or in full compliance with federal and/or state law regarding release of medical records and RCW 70.40.100(2) regarding the confidentiality of the records of a person confined in jail. Contractor shall immediately give to the City notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the City, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

## **Section 10. Indemnification and Hold Harmless**

1 The Contractor shall defend, indemnify and hold harmless the City of Yakima, its elected and appointed officials, employees, agents, and volunteers against any expense, loss, lawsuit, settlement costs, penalty, damage, liability, allegation, claim or judgment, including reasonable attorney's fees and costs, resulting from negligent acts or omissions or willful misconduct of the Contractor, its agents or subcontractors, and the Medical Professionals and Medical Assistants rendering services, including a breach of the Contractor's duties under this Contract.

2 The terms of the section shall survive any expiration or termination of this Contract.

3 Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

4 The City of Yakima will not be responsible to any injury to Contractor's employees or agents and the Contractor shall indemnify, defend and hold the City of Yakima harmless for any injury to the Contractor's employees or agents.

## **Section 11. Insurance Provided by Contractor**

11.1 At all times during performance of the health care services, the Contractor shall secure and maintain in effect insurance to protect the City and the Contractor from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. Contractor shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The City reserves the right to require higher limits should it deem it necessary in the best interest of the public.

11.2 Professional Liability Insurance. At all times during the performance of the services in this Contract, the Contractor shall provide the City of Yakima with a certificate of insurance as evidence of professional liability coverage covering services provided pursuant to this Contract with a limit of One Million Dollars (\$1,000,000.00) for each wrongful act and an annual aggregate limit of Three Million Dollars (\$3,000,000.00). This certificate shall clearly state who the provider is, the amount of coverage, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company rated A-VII or higher in Best's Guide. If the policy is on a claims made basis, the retroactive date of the insurance policy shall be on or before the date of execution of this Contract, or shall provide full prior acts. The insurance coverage shall remain in effect during the term of this Contract and for a minimum of three (3) years following the termination of this Contract.

11.3 Commercial General Liability Insurance. Before this Contract is fully executed by the parties, the Contractor shall provide the City of Yakima with a certificate of insurance as proof of commercial liability insurance and commercial umbrella liability insurance with a total minimum liability limit of One Million Dollars (\$1,000,000.00) per occurrence combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate (per project). The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The policy shall name the City of Yakima, its elected and appointed officials, and employees as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City of Yakima written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide.

## Section 12. Changes

- 12.1 The City may, at any time by written notice thereof to Contractor, make changes in the health care services within the general scope of this Contract (including, but not limited to, additions to or deletions from any services, suspension of performance and changes and location of performance).
- 12.2 If any change under paragraph 12.1 causes a significant increase or decrease in the cost of the time required for performance of the health care services, an equitable adjustment in the compensation and schedules under this Contract shall be negotiated to reflect such increase or decrease, and this Contract shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Contractor for such change. If any change under paragraph 12.1 results in a decrease in the services to be performed, Contractor shall not be entitled to anticipated profit on services not performed and the loss of anticipated profit shall not reduce the decrease in compensation under this Contract resulting from such exchange. Further, Contractor shall not be entitled to any reallocation of cost, profit or overhead.
- 12.3 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment under paragraph 12.2, Contractor shall immediately proceed with performance of the services as changed pursuant to paragraph 12.1. If Contractor intends to assert a claim for equitable adjustment under paragraph 12.2, Contractor must, within sixty (60) days after Contractor's receipt of any notice under paragraph 12.1 that does not set forth an acceptable adjustment, submit to the City a written statement of the basis and nature of the adjustment claimed. Contractor shall not be entitled to any adjustment unless such written statement is submitted by Contractor to the City within the applicable period.

## Section 13. Termination

- 13.1 The City may, by giving the Contractor thirty (30) calendar days written notice of termination, terminate this Contract as to all or any portion of the services not then performed, whether or not Contractor is in breach or default, and with or without cause. Upon receipt of any such notice of termination, Contractor shall, except as otherwise directed by the City, immediately stop performance of the services to the extent specified in such notice. Contractor shall have the same termination rights as the City in Section 13.
- 13.2 In the event of termination pursuant to paragraph 13.1, an equitable adjustment shall be made in the compensation payable to Contractor under this Contract, provided that such compensation as so adjusted shall in no event exceed a percentage of the total compensation otherwise payable under this Contract equal to the percentage of the services satisfactorily completed at the time of termination. Further, Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on services not performed on account of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination.
- 13.3 If the City purports to terminate or cancel all or any part of this Contract for Contractor's breach or default when Contractor is not in breach or default which would permit such termination or cancellation, such termination or cancellation shall be deemed to have been a termination by the City pursuant to paragraph 13.1 and the rights of the parties shall be determined accordingly.

**Section 14. Miscellaneous**

- 14.1 Assignment. This Contract, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Contractor to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor stated herein.
- 14.2 No Conflict of Interest. Contractor represents that it or its employees do not have any interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this Contract.
- 14.3 No Insurance. It is understood that the City does not maintain liability insurance for Contractor and/or its employees.
- 14.4 Facility Security. The City may prohibit entry to any secure facility, or remove from the facility, a Contract employee who does not perform his/her duties in a professional manner, or who violates the Jail's security rules and procedures. The City reserves the right to search any person, property, or article entering its facilities.
- 14.5 Waiver of Breach. A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.
- 14.6 Severability. If any portion of this Contract is changed per mutual agreement or any portion is held invalid, the remainder of the Contract shall remain in full force and effect.
- 14.7 Integration. This Contract, along with the City of Yakima RFP 11322-P and the Contractor's response to the Request for Proposal ("RFP"), represents the entire understanding of the City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Contract may not be modified or altered except in writing signed by both parties.
- 14.8 Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand delivered to the parties to their addresses as follows:

TO CITY:	Chief Dominic Rizzi	AND TO:	Sue Ownby, Purchasing Manager City of
	City of Yakima Police Department		Yakima Purchasing Division
	200 South Third Street		
	Yakima, WA 98901-2830		129 North Second Street
			Yakima, WA 98901

TO CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other addresses as the parties may hereafter designate in writing. Notices and/or

demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective when hand delivered at the addresses specified above, or three (3) days after the date of mailing to the addresses specified above.

14.9 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

14.10 Venue. The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Yakima County, Washington.

CITY OF YAKIMA

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Tony O'Rourke, City Manager

By \_\_\_\_\_  
Name, Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
City Clerk

City Contract No.: \_\_\_\_\_

Resolution No.: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I hereby certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that she/he signed this instrument, and on oath stated that she/he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_, residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**TO PROFESSIONAL SERVICES CONTACT  
FOR INMATE HEALTH CARE SERVICES**

All services referred to in this Contract will be provided by the Contractor. In addition to the services in Section 1 of the Contract, services included within the base fee shall include the following services listed below. This listing is not intended to be all-inclusive, but to serve as a minimum guideline for a health care program and medical services for the inmate population in the City of Yakima Detention Facility (Yakima City Jail). This includes:

- (a) The Contractor will provide adequate medical care to all inmates in the Yakima City Jail guaranteed under the 8<sup>th</sup> and 14<sup>th</sup> Amendments of the U.S. Constitution, Washington State Law and City of Yakima Detention Facility Policies.
- (b) The Contractor will provide a nurse(s) who will visit the Jail five (5) days per week (Monday through Friday) for up to four (4) hours each day and visit on Saturday and Sunday on an "as needed" basis to assess inmates presenting health problems, gather necessary health histories and records, dispense medications, refer inmates for appropriate treatment of illness/injury per discussion with Jail staff, document medical services, and maintain inmate's medical records. The nurse or physician will keep the jail staff informed of the planned scheduled hours of operation and of any changes.
- (c) The Contractor will provide a nurse or physician available three hundred and sixty-five (365) days per year to whom jail personnel can contact between 0600 hours and 2300 hours to assess the urgent health questions of the inmates. The physician and/or medical personnel will provide the Yakima City Jail with a list of contact information for the primary on-call designated person, as well as have a secondary person who can be called if the primary person is not reachable. The physician and medical personnel will maintain updated contact information at all times and will inform the jail staff of any changes.
- (d) The Contractor will provide all necessary materials, supplies, and equipment necessary for performance of the services required hereunder. The City agrees to provide the Contractor with office space or facilities, utilities, and office equipment reasonably sufficient to enable the Contractor to perform its obligations, including but not limited to a fax machine, copier, telephone services, office supplies, translation services as available, medication cart and medications.
- (e) The Contractor will arrange for office visits at a clinic or other appropriate healthcare setting for those inmates requiring medical attention outside the jail facility by a licensed physician, physician assistant, or advanced registered nurse practitioner, and discuss with jail administrators before referring inmates for additional health services or treatment outside the scope of this Contract.
- (f) The Contractor will provide a physician to approve all prescriptions for the inmates. The delivery and administration of medications and medication assistance by nonpractitioner jail personnel shall be handled per conditions as set forth in RCW 70.48.490. The RCW may be viewed at: <http://apps.leg.wa.gov/rcw/default.aspx?cite=70.48.490>
- (g) The physician or designated medical person will develop specific medical protocols and procedures. The physician will assist jail administration with writing and updating jail medical policies and procedures. Jail medical protocols, policies and procedures will be reviewed and updated annually.
- (h) The physician or designated medical personnel will provide training to nonpractitioner jail personnel in proper medication procedures and any other medical procedures as requested (taking vitals, O2 levels, blood sugar tests, blood pressure, pulse).
- (i) The physician will do annual in person reviews of the City Jail's medical program. The physician will inspect the medical area(s), medication storage and office area. The physician will review the health



care program, policies and procedures and will address any deficiencies. The physician will meet with the jail administrator at least once annually to discuss the progress of the inmates' health care program.

- (j) The physician and all medical personnel will attend and participate in an orientation/training session that will cover the facility's safety and security rules and regulations prior to work commencing.
- (k) The contract provider for medical services shall, in times of emergency or threat thereof, whether accidental, natural, or caused by man, provide medical assistance to the City.
- (l) The Contractor will immediately notify Jail personnel of any inmate issue requiring special attention or isolation for communicable disease.
- (m) The Contractor will record the administration of medications in a manner and on a form approved by the City to include documentation of the fact that inmates are receiving and ingesting their prescribed medications. Documentation will also be required when an inmate's ordered medication was not administered and the reason given.
- (n) Currently, dental services are only offered off site. Attending physician will refer inmates for medically necessary dental treatment and may be required to administer medications as prescribed for dental infections.
- (o) Mental health services are provided through Central Washington Comprehensive Mental Health ("C.W.C.M.H."); however, the Contractor is required to provide mental health support as follows:
  - 1. Administering psychotropic medications as prescribed.
  - 2. Maintenance of inmates' medical charts to include mental health information.
  - 3. Communicate and cooperate with C.W.C.M.H.
- (p) At the request of Jail personnel provide for examinations and medical clearance for inmate workers prior to placement on an assignment.
- (q) The physician or designated medical personnel will maintain complete and accurate medical records for all jail inmates. The records shall be retained on site, separate from confinement records. The Contractor and the City shall maintain the confidentiality of the records as required by law, recognizing that relevant information or a copy of the records shall be forwarded to appropriate facilities or to other health care providers as needed.
- (r) Confidentiality of medical records will be assured in accordance with HIPAA. The medical and psychiatric records will be kept separate from the custody record. Data necessary for the classification, security, and control of inmates will be provided to the appropriate Jail personnel. Medical records will be made available to the City or its designee when required. Contractor will cooperate with the City regarding any court claims, upon request of City administration.
  - 1. Adherence to applicable informed consent regulations and standards of the local jurisdiction must be maintained.
  - 2. Inactive medical records will be maintained in accordance with the laws of the state of Washington. After two years, inactive medical records will be archived by a mutually agreed upon method.
  - 3. If an inmate's medical record cannot be located within eight hours of the discovered loss, the Contractor's administrator shall notify the City or its designee. A duplicate record shall be immediately generated. Upon location of the missing record, and after a duplicate file has been created, the two files shall be joined to form one file.

(s) Statistical Reporting. Monthly reports are required to be submitted by the Contractor to the City as follows:

1. Number of inmates seen;
2. Number of inmates referred for medical care; and
3. Number of inmates referred for dental care.