



# **City of Kirkland**

## **Request for Proposal**

# **Inmate Health Services**

## **Job # 48-22-PD**

**Issue Date:** August 15<sup>th</sup>, 2022  
**Due Date:** September 12<sup>th</sup>, 2022 – 5:00 p.m.  
(Pacific Time)

## **REQUEST FOR PROPOSALS**

Notice is hereby given that proposals will be received by the City of Kirkland, Washington, for:

### **Inmate Health Services Job # 48-22-PD**

File with Purchasing Agent, Finance Department, 123 - 5<sup>th</sup> Ave, Kirkland WA, 98033

Proposals received later than **5:00 p.m. PDT September 12<sup>th</sup>, 2022 will not be considered.**

A copy of this Request for Proposal (RFP) may be obtained from City's web site at <http://www.kirklandwa.gov/>. Click on the Business tab at the top of the page and then click on the "Opportunities" tab found under "Doing Business with the City".

The City reserves the rights both to reject any and all proposals, and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by proposers in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any express or implied services.

A response from a proposer which indicates that any of the information requested by the City in this RFP will be provided only if the proposer is selected as the apparently successful contractor (Contractor) is not acceptable, and, at the City's sole discretion, such response may disqualify the proposal from consideration.

The City requires that no person, including is contractors and consultants, shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental, or physical disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity. The City further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, regardless of whether or not those programs are federally funded.

In addition to these nondiscrimination compliance requirements, a Contactor ultimately awarded a contract shall comply with federal, state and local laws, statutes, regulations and ordinances relative to the execution of the services. This requirement includes, but is not limited to, protection of public and employee safety and health; disabilities; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

**Dated this 15<sup>th</sup> day of August 2022.**

Jay Gewin  
Purchasing Agent  
(425) 587-3123

**Published in the Daily Journal of Commerce – August 15<sup>th</sup> and August 22<sup>nd</sup> of 2022.**

## **Background Information**

The City of Kirkland is located on the eastern shore of Lake Washington. It is a suburban city, surrounded by other suburban cities and pockets of unincorporated King County. The City is near several major transportation routes including Interstate 405, State Route 520, and Interstate 5. These routes connect the City economically and socially to the greater Seattle area.

At the time of incorporation in 1905, the City of Kirkland's population was approximately 530. The current estimated population is 92,175 Kirkland is the twelfth largest city in the State of Washington and the sixth largest in King County.

Since its incorporation, Kirkland has grown in geographic size to eighteen square miles - approximately twenty times its original size. This growth occurred primarily through the consolidation of the cities of Houghton and Kirkland in 1968, the annexations of Rose Hill and Juanita in 1988 and the annexation of North Juanita, Finn Hill, and Kingsgate areas in 2011.

Kirkland operates under a Council-Manager form of government. The City Council is the policy-making branch of Kirkland's government and consists of seven members elected at large to staggered, four-year terms. The Mayor is elected from within the Council. The City Council is supported by several advisory boards and commissions and the City Manager. The City Manager is appointed by the City Council and serves as the professional administrator of the organization, coordinating its day-to-day activities.

## **Purpose and Background**

The City will be accepting proposals for provision of health care services, health care personnel and program support services to the inmate population at the City's Jail Facility. Except as otherwise specifically provided for herein (e.g., on-call telephone consultations), 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 proposals for health care services at the Jail Facility.

Most of the services sought by the City must be provided on site at the Jail Facility. In addition to the weekly and hourly on-site Contractor staffing requirements set forth herein, however, the Contractor must have a qualified health professional on-call at all times. A call-back from the Contractor is expected within 15 minutes. Many such consultations likely can be handled over the phone, but it may be necessary, aside from the regular staffing required herein, for an additional representative of the Contractor to come on site, based on the best judgment of the Contractor and Corrections staff. Most inmates with known serious conditions or who are in need of emergency care are sent to the SCORE jail facility, King County Jail or to the hospital.

Trained Corrections staff may lawfully dispense medications pursuant to procedures approved by the Contractor when the Contractor is not scheduled to work on site; however, the Contractor prescribes and charts all medications. The Contractor will train corrections staff on how to chart medications in Contractor's absence. A Medication Call Sheet will document instructions given by the Contractor over the telephone. For bookings occurring after hours, Corrections staff will accept sealed, bubble packed prescribed medications (e.g. for diabetes)

when they are on an inmate's person or they are brought in by family or legal representatives. In these after-hours instances, Corrections staff will check the medications and document the dosage and prescribed medication. Corrections staff in most instances call the Contractor for consultation and approval of medication administration. If not approved, medication will go into Inmate's property.

As of August 2022:

- Approximately 50% of the inmates take prescribed medications.
- The average daily inmate population is 18.
- The average length of stay for an inmate is approximately 2 days.

Training for Corrections staff is required once per year and as needed for new hires. This training will be included in the Field Officer Training Program for new hires. The Jail has historically had a low turnover rate for Corrections staff.

The Contractor's on-call staff person must be either a physician or a health professional with the authority to prescribe medications. This requirement is in addition to the requirement that a qualified health professional be available at all times for consultations.

### **Scope of Work**

This section outlines minimum contract requirements for providing on-call health services to the City's jail inmates.

(a) The Contractor will provide adequate medical care to all inmates in the Jail Facility as guaranteed under the 8th and 14th Amendments of the U.S. Constitution, the Washington Constitution, Washington State law and regulations, and City ordinances and policies.

(b) The Contractor will provide a qualified health professional who will be on-site at the Jail Facility 7 days per week for at least 8 hours each day. The qualified health professional will gather necessary health histories and records, dispense medications, refer inmates for appropriate treatment of illness/injury per discussions with Corrections staff, document medical services, and maintain the medical records of inmates. The qualified health professional will keep the Corrections staff informed of the planned scheduled hours of onsite services and of any requested changes.

(c) The Contractor will provide a qualified health professional available three hundred and sixty-five (365) days per year to whom Corrections staff can contact 24/7 to assess the urgent health questions of inmates. The Contractor shall provide Corrections staff 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 Contractor will maintain updated contact information at all times and will inform Corrections 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 necessary 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) At the request of the City, 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 Corrections staff before referring inmates for additional health services or treatment outside the scope of the contract.

(f) The Contractor will provide a physician or other qualified health professional with prescription authority to approve all prescriptions for the inmates. The delivery and administration of medication and medication assistance by Corrections staff shall be handled per conditions as set forth in RCW 70.48.490.

(g) The Contractor, with appropriate input from its licensed health care professionals with correctional experience, will develop and maintain specific medical protocols and procedures that address the services provided hereunder. Jail medical protocols, policies and procedures will be reviewed and updated at least annually, and copies of such policies and procedures and any City-approved amendments shall be provided promptly to Corrections staff. These protocols, policies and procedures must be and remain consistent with current WASPC standards. Separately, the qualified health professional will assist jail administration with writing and updating City jail medical policies and procedures.

(h) The licensed health care professional will provide training to Corrections staff personnel in proper medication procedures and any other medical procedures as requested (taking vitals, O2 levels, blood sugar tests, blood pressure, pulse).

(i) The qualified health professional will do annual in person reviews of the Jail Facility's medical program. The qualified health professional will inspect the medical area(s), medication storage and office area. The qualified health professional will review the health care program, policies and procedures and will address any deficiencies. The qualified health professional will meet with the Jail Facility administrator at least once annually to discuss the progress of the inmate's health care program.

(j) The qualified health professional and all medical personnel will attend and participate in an orientation/training session that will cover the Jail facility's safety and security rules and regulations prior to work commencing.

(k) The qualified health professional or designated medical personnel will maintain complete and accurate medical records for all jail inmates.

(l) The Contractor shall, in times of emergency or threat thereof, whether accidental, natural, or caused by other human beings, provide onsite medical assistance to the City.

(m) The Contractor will immediately notify Corrections staff 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, including 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 therefor.

(o) Currently, dental services are only offered off site. A qualified health professional 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 to be provided 24/7, including by telephone and video conferencing, and shall include:

1. Administering psychotropic medications as prescribed;
2. Maintenance of inmates' medical charts to include mental health information; and
3. Assessment of inmates who claim to be or actually are suicidal. To include placement into and removal from suicide/enhanced watch. To include suggested watch requirements.

(q) At the request of Corrections staff, 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 and other applicable state and federal laws and regulations, including those related to the disclosure of public records, also recognizing that relevant information or a copy of the records may be forwarded to appropriate facilities or to other health care providers as needed. All medical and psychiatric records will be maintained and kept separate from custodial records. Data necessary for the classification, security, and control of inmates will be provided to the appropriate Corrections staff. Medical records will be made available to the City or its designee when required as more fully described in Attachment A.

1. Adherence to applicable informed consent regulations and standards of the local jurisdiction must be maintained.
2. Inactive medical records will be maintained and retained in accordance with the retention laws and schedules of the State of Washington. Following the completion of the applicable retention period, inactive medical records not otherwise subject to a pending records request will be archived by a mutually agreed upon method consistent with state law and regulations.

**Contract Term:**

It is the City's intent that the agreement between the City and the Contractor who is awarded this contract will be for an initial term of two (2) years from the date of the initial signed contract. The City will have the option to renew the contract on a yearly basis for three (3) 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 agreement on any changes to the contract.

## **Contract Requirements and Fees**

If your proposal is accepted, the following fees and requirements will be due upon award, prior to issuance of a contract:

### **1. Compliance with Law/City of Kirkland Business License**

- Contractor must obtain and provide a copy of a City of Kirkland Business License and otherwise comply with Kirkland Municipal Code Chapter 7.02.
- The Contractor shall comply with all applicable State, Federal and City laws, ordinances, regulations, and codes.

### **2. Insurance**

Contractor's insurance should be consistent with the requirements found in the sample agreement shown as Attachment A. The City is willing to consider alternative insurance requirements, such as lower limits and an umbrella policy, if deemed sufficient by the City's Risk Management and City Attorney's Office.

## **Submission Criteria**

The proposal must include the following:

- a) Price: The Proposer is required to provide, in its proposal, the following:
1. A base price on the Proposal Price and Signature Sheet (Attachment B). The base price is to include the furnishing of all professional services, labor, materials, equipment, insurance, licenses and applicable taxes necessary or proper for the completion of the work.
  2. A pricing proposal for the increased coverage proposed on the Proposal Price and Signature Sheet (Attachment B).
  3. On the pricing sheet, your agreement that the base price shall be subject to review no more often than once each year at the anniversary date of execution of the contract, excluding the first 2-year period during which time the base price will not be adjusted.

In an effort to assist with the determination of proposed contract price, assume an average daily population of twenty (20) inmates.

- b) **Statement of Qualifications and Contents of Proposal:** Each of the following requirements shall be addressed in the proposal:
1. 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.
  2. Proposers must have and maintain an active occupational license and provide a copy of this license with their proposal. Proposers must demonstrate their legal ability to do business in the state of Washington. Any contract awarded pursuant to this RFP will only be entered into with a responsible Proposer, found to be satisfactory by the

City, qualified by experience, and in a secure financial position to do the work specified.

3. Proposer must provide proof **with their submittal** that they will be able to obtain professional liability insurance and catastrophic insurance per the minimum requirements in Attachment A.
4. Proposer must demonstrate ability to provide a system of medical support to the inmates which meets current WASPC standards.
5. Proposer must have a proven ability for an acceptable contract start-up time as determined by the City, which date shall be no later than January 1<sup>st</sup>, 2023.
6. Proposer must demonstrate the capability to supervise and monitor the program, ensuring satisfactory provision of services.
7. A clear response to the specifications and program requirements outlined in the **Scope of Work** section above.
8. A recently audited Financial Statement meeting GAAP standards.
9. Resumes for Medical Director/Physician(s), RNs, or any additional staff who will be providing services related to this contract.
10. 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 (i.e. in the corrections context).
11. The Contractor and all employees providing service under this contract must be able to pass the appropriate criminal history check prior to award of any contract.
12. The caption, cause number, court, legal counsel, and general summary of any litigation pending, or judgment rendered within the past 7 years adverse to the Proposer, including individuals who would be performing services under the contract, and including all claims for medical negligence, malpractice and wrongful death.

### **Proposal Submittal Instructions**

Please note: The following general requirements are mandatory for all proposals. Proposals submitted after the deadline date and time or lacking one or more of the following requirements will not be accepted.

- 1. Proposals must be received no later than 5:00 pm (Pacific Time) on September 12<sup>th</sup>, 2022.**
2. Emailed proposals should include, "Inmate Health Services – Job# 48-22-PD" in the subject line and be addressed to [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov).
3. All proposals sent electronically must be in the form of a PDF or MS Word document and cannot exceed 20MB.
4. If paper proposals are being submitted, they must consist of one original and one copy in a sealed envelope or box. The City must receive any paper submittal by **5:00 pm PDT on September 12, 2022**, and any delivery received after the deadline will be rejected. These can be mailed or delivered to:

City of Kirkland  
 ATTN: Purchasing staff – Job # 48-22-PD  
 123 5th Avenue  
 Kirkland, WA 98033

5. All proposals must include the legal name of the organization, firm, individual or partnership submitting the RFP. Include the address of the principal place of business, mailing address, phone numbers, emails, fax number (if one exists) and primary contact person.
6. To be evaluated, a proposal must address all requirements and instructions contained within.
7. Provide all references, forms (Attachment B) and materials required by the RFP instructions within.

**Questions:** Questions regarding the RFP process, scope of work or evaluation process should be addressed to Shawn Stredwick, Corrections Lieutenant, at [sstredwick@kirklandwa.gov](mailto:sstredwick@kirklandwa.gov). Questions regarding the RFP process should be addressed to Purchasing staff, at [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov). Questions must be submitted before 5:00 pm August 29<sup>th</sup>, 2022.

**Submittal Deadlines**

The Department’s schedule for review of the RFP submittals and final selection of the Contractor is as follows:

August 15 <sup>th</sup> , 2022	RFP posted
August 29 <sup>th</sup> , 2022	Deadline for questions: 5:00 p.m.
September 6 <sup>th</sup> , 2022	Responses to questions posted
September 12 <sup>th</sup> , 2022	Request for Proposal Submittals Deadline: 5:00 p.m.
October 2022	Evaluation Period – may include interviews
November 2022	Contract Awarded

**Selection Criteria**

The City will make a selection based on the evaluation of the written proposals. The City may also conduct an interview process with scoring used to determine the selected proposer. The City may elect to interview some or all proposers. The City reserves the right to make a selection based only on the evaluation of the written proposals. Written proposals and interviews will be evaluated based on the following criteria:

The experience of the Proposer and/or company officials for the services required	20
The qualifications of staff employed by the Proposer to be assigned to the project	25
Cost	15
Oral interviews (If necessary)	15
The financial stability of the Proposer	15
The financial stability of the Proposer	5
Responsiveness to the RFP requirements	5
<b>Total 100</b>	

## **Selection Process**

A selection committee will review all proposals, select finalists and may conduct interviews prior to making the final selection of the consultant.

Prior to the commencement of work, the City and the selected consultant will meet to settle contract details. A notice to the consultant of the City's award will constitute notice to proceed. The City is not responsible for any costs incurred by the consultant in the preparation of the proposal. Once submitted to the City, all proposals will become public information.

## **Contract**

The contract shall consist of the following documents: The Request for Proposals (RFP), the accepted proposal, a Professional Services Agreement (in substantially the form Attachment A) and any agreed upon written changes to any of the foregoing documents. The contract documents are complimentary and what is called for in any one document shall be binding as if called for by all. In the event of a conflict, the final signed agreement shall prevail over the accepted proposal and the RFP.

## **Terms and Conditions**

- A. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. Proposers responding to this RFP must follow the procedures and requirements stated in the RFP document. Adherence to the procedures and requirements of this RFP will ensure a fair and objective analysis of your proposal. Failure to comply with or complete any part of this RFP may result in rejection of your proposal.
- C. The City reserves the right to request clarification of information submitted, and to request additional information on any proposal.
- D. The City reserves the right to award any contract to the next most qualified agency, if the successful agency does not execute a contract within 30 days of being notified of selection.
- E. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the City the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.
- F. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. A copy of the City's standard Professional Services Agreement is available for review (see attachment A). The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the City Attorney's office.

- G. The City shall not be responsible for any costs incurred by the agency in preparing, submitting or presenting its response to the RFP.
- H. Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.
- I. The City reserves the right not to award any portion or all of the project if it finds that none of the proposals submitted meets the specific needs of the project. The City reserves the right to modify the scope of work and award portions of this RFP to the selected vendor. The City reserves the right to award this work to multiple vendors if the scope of work would be best completed by multiple vendors and their associated experience.

### **Cooperative Purchasing**

Chapter 39.34 RCW allows cooperative purchasing between public agencies in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts, provided that the consultant agrees to participate. The City does not accept any responsibility for contracts issued by other public agencies, however.

### **Public Disclosure**

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. 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 in any way contrary to state public disclosure laws or this RFP, could be removed from consideration. The City will not accept the liability of determining what the proposer considers proprietary or not. Therefore, any information in the proposal that the proposer claims as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the page it is found on must be identified. With the exception of lists of prospective proposers, the City will not disclose RFP proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: proprietary/confidential portion(s) of the 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.

### **DBE Participation**

The City encourages DBE firms to submit qualifications and encourages all firms to team with DBE firms in their pursuit of this project.

## **Federal Debarment**

The Bidder shall not currently be debarred or suspended by the Federal government. The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database ( [www.sam.gov](http://www.sam.gov) ).



## PROFESSIONAL SERVICES AGREEMENT

Inmate Health Services

Attachment A

The City of Kirkland, Washington, a municipal corporation ("City") and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Consultant"), agree and contract as follows.

In consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

### I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment \_\_\_ to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

### II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$\_\_\_\_\_, as detailed in Attachment \_\_\_\_\_.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

### III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving One Hundred Twenty (120) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

#### **IV. OWNERSHIP OF WORK PRODUCT**

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.
- D. The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, Chapter 42.56 RCW

The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City has part of this contracted project.

The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

**V. GENERAL ADMINISTRATION AND MANAGEMENT**

The Police Department for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

**VI. COMPLETION DATE**

The estimated completion date for the Consultant's performance of the services specified in Section I is \_\_\_\_\_.

Consultant will diligently proceed with the services contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

**VII. SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

**VIII. NONDISCRIMINATION**

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

**IX. HOLD HARMLESS/INDEMNIFICATION**

To the greatest extent allowed by law the Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent

negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

## **X. LIABILITY INSURANCE COVERAGE**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity (including rights of indemnity and contribution).

### **A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be occurrence-based, as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession, including what is generally referred to as "medical malpractice" insurance.

### **B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits solely for the benefit of the City in each policy period (with a duty to defend exclusive of and not eroding the limits, and with the City having the option to select counsel and control the defense):

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$5,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$5,000,000 per claim and \$10,000,000 policy aggregate limit.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Professional Liability insurance:

1. All of the Consultant's insurance coverage as described herein shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the policies and all amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services, and subject to the City's final approval.

**F. Failure to Maintain Insurance**

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**G. City Full Availability of Consultant Limits**

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General, Professional, and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are

greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE**

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

**XII. FUTURE SUPPORT**

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

**XIII. INDEPENDENT CONTRACTOR**

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

**XIV. EXTENT OF AGREEMENT/MODIFICATION**

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

**XV. ADDITIONAL WORK**

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

**XVI. NON-ENDORSEMENT**

As a result of the selection of a consultant to supply services to the City, the consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

**XVII. CONSULTANT RECORDS AVAILABLE TO THE CITY**

Consultant shall make available to the City, at the City's request and at no cost, records, documents and other papers that relate to the direct delivery of health care services to inmates hereunder or to an issue in any claim or litigation by or against the City, Consultant, or their agents, contractors, or employees.

**XVIII. PUBLIC RECORDS REQUESTS**

In the event of a public records request, discovery request or subpoena to the City for any medical records of an inmate, or any records arising from Consultant's providing services to the City, Consultant will cooperate fully with the City and make all requested records promptly available to the City for review and production. To the extent Consultant believes that any exemptions or privileges apply preventing disclosure of the requested records in whole or in part, Consultant will identify those exemptions or privileges to the City within five (5) business days from the City's notice to Consultant of the request or subpoena. To the extent Consultant does not identify any privileges or exemptions within five (5) business days, any such claims will be deemed waived. With respect to any exemptions or privileges timely claimed by Consultant, the City will determine in its sole discretion whether it will assert those exemptions or claims as a basis to withhold a record from disclosure in whole or in part. In the event the City disagrees with any claim of exemption or privilege by Consultant, such information will not be released to a requester until Consultant has been given at least five (5) business days' prior notice so that Consultant may seek a court injunction against the requested disclosure pursuant to RCW 42.56.540, move for a protective order, or move to quash any applicable subpoena. In the event no request for injunction or motion is filed within five (5) business days from the date the City provides notice under this paragraph, the City may deem any objection to disclosure by Consultant to have been waived. In the event any request for injunction or motion filed by Consultant under this section results in any award of costs, fees, damages, expenses or penalties against the City, Consultant agrees to indemnify and hold the City harmless from any such award.

**XIX. GOVERNING LAW AND VENUE**

The laws of the State of Washington shall govern the interpretation, administration, and enforcement of this Agreement. Should either party bring any legal equitable action, the prevailing party in such action shall recover, in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court. Any and all such court action shall take place and be vested solely in the appropriate in the Superior Court, King County, Washington.

**XX. NON-COLLUSION**

By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

**XXI. WAIVER**

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

**XXII. ASSIGNMENT AND SUBCONTRACT**

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

**XXIII. DEBARMENT**

Recipient certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

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

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

Beth Goldberg, Deputy City Manager

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

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

**PROPOSAL PRICE AND SIGNATURE SHEET  
RFP for Inmate Health Services  
Job# 48-22-PD**

\_\_\_\_\_ will provide Inmate Health Care services for the City of Kirkland, in accordance with the specifications of this proposal.

*Receipt is hereby acknowledged of Addenda No. \_\_\_\_, \_\_\_\_, and \_\_\_\_.*

**TOTAL COST PER YEAR FOR YEARS 1 and 2 for coverage provided seven days per week, eight hours per day:**

\$ \_\_\_\_\_

**TOTAL NUMBER OF DAYS REQUIRED TO IMPLEMENT SERVICES** \_\_\_\_\_

**Acknowledgement:** The base price shall be subject to review no more often than once each year at the anniversary date of execution of the contract, excluding the first 2-year period during which time the base price will not be adjusted.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
UBI Number