

# COWLITZ COUNTY

## Corrections Department

### REQUEST FOR PROPOSALS (RFP)

**NOTE:** *If you download this RFP from the County website located at <http://www.co.cowlitz.wa.us/bids.aspx> you are responsible for sending your name, address, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/COUNTY answers.*

**PROJECT TITLE:** Inmate Health Care #09-2017

**PROPOSAL DUE DATE:** **October 24, 2017 Prior to 11:00 A.M.** *Pacific Standard Time or Pacific Daylight Time, Kelso, Washington, USA.*

Faxed or E-mailed bids will not be accepted.

**CONSULTANT ELIGIBILITY:** This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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  - B. Personal Service Contract with General Terms and Conditions
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## 1. INTRODUCTION

### 1.1. PURPOSE AND BACKGROUND

The Cowlitz County Corrections Department, hereafter called "County," is initiating this Request for Proposals (RFP) to solicit proposals from qualified vendors to provide Inmate Health Care Services for the Cowlitz County Corrections Department.

The Cowlitz County Jail was built in 2006. The Jail has eight (8) main housing areas with a bed capacity of 356 inmates. There is one direct supervision medical observation unit consisting of 32 beds, as well as a 3 member team of officers dedicated to this unit. Pre-trial inmates with charges ranging from misdemeanors to Class A felonies are housed as well as sentenced inmates.

The average number of bookings for 2016 was 14 for dayshift (0600hrs to 1800hrs) and 9 for nightshift (1800hrs to 0600hrs). The ADP for 2016 was 282 inmates with 331 inmates as the highest population count for the year.

The Cowlitz County Corrections Department is governed by 3 elected Commissioners who appoint a Director to oversee the department.

### 1.2. DEFINITIONS

Definitions for the purposes of this RFP include:

**COUNTY** – COWLITZ is the COUNTY in the state of Washington that is issuing this RFP.

**Apparent Successful Contractor** – The consultant selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

**Consultant** – Individual or company interested in the RFP and that may or does submit a proposal in order to attain a contract with the COUNTY.

**Contractor** – Individual or company whose proposal has been accepted by the COUNTY and is awarded a fully executed, written contract.

**HCP** – Health Care Provider

**Proposal** – A formal offer submitted in response to this solicitation.

**Proposer** - Individual or company that submits a proposal in order to attain a contract with the COUNTY.

**Request for Proposals (RFP)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

### 1.3. PROJECT SPECIFICATIONS AND SCOPE OF WORK

Cowlitz County is seeking proposals from qualified contractors for providing quality health care services for people confined in the Cowlitz County Jail (Jail). The Vendor will also be required to administer medication and provide triage and sick call services to the Cowlitz County Juvenile Department Detention Center (a separate Department), located within one eighth (1/8) mile of the correctional facility (Please reference defined scope of work. The County requires the use of

professionally licensed or certified staff to perform the various functions needed to provide quality health care to our inmates.

Cowlitz County desires that the majority of inmate health care services be provided inside the jail by the Health Care Providers (HCP) staff.

The responsibility for the provision of health care services to people confined in jail commences with the commitment of the person to the custody of the Jail, and ends with their release from custody. The current program requirements include inmate medical screening, admissions evaluation, triage, sick call, care of medically fragile inmates, psychiatric screening, suicide risk assessments, mental health services, medical clearances for intra and inter-agency transfers, work clearances, and the continuing care of identified health problems, detoxification and emergency services.

The goal of this Request for Proposal (RFP) is to identify a qualified contractor who can provide cost effective medically necessary services and maintain a level of quality in accordance with current standards established by the National Commission on Correctional Health Care (2014) including all updates throughout the life of the agreement. The successful health care provider (HCP) will provide for medical and mental health staffing and services that meet or exceed the 2014 National Commission on Correctional Health Care (NCCHC) including Correctional Mental Health Care standards including all updates throughout the life of the agreement.

### **1.3.1 JUVENILE DETENTION CENTER**

- a. The Cowlitz County Juvenile Court and Detention Facility will ensure emergency medical, short-term medical, and dental services under the supervision of a licensed health care provider.
  - The provider will maintain personal health records for juveniles admitted to and housed in the detention facility.
  - All health care providers or health authorities under contract with the detention facility shall inform staff of special medical problems of juveniles, keep appropriate records, provide reports as required and shall comply with current laws, rules, regulations and policies governing the care of juveniles residing in the detention facility.
  - Provider will provide medication pass three (3) times daily or as the needs of residents dictate
  - Providers will administer sick call twice (2) daily a.m.-p.m. (triage noon slips)
  - Provider will authorize admitted medications to be administered to residents.
  - Provider will communicate with personal providers if/when needed and required.
  - TB and physical assessments will be provided upon request for treatment requirements.
  - Medical provider to provide Drug/Alcohol/Detox assessments for staff guidance as requested.
  - Provide health care education/training to detention staff as requested.
  - Provide accounting and inventory of all medications.
  - Provide medication refill notification in a timely manner

- Provide 24 hr. phone triage
- INS assessments as required (US Immigration and Customs Enforcement)

#### **1.4. SPECIFICATIONS AND REQUIREMENTS**

- a. HCP shall operate the program in a cost-effective manner with full reporting and accountability to the Administrative Captain and Jail Director.
- b. HCP will provide for adequate staffing to meet the service level expectations of the agreement these include, but are not limited to:
  - 24 hours per day and 7 days per week coverage
  - Daily sick call.
  - 24 hour emergency/ on-call physician.
  - Meeting a two hour window of time to screen every new Jail arrival for medical and mental health problems (If section 1.22 (Cost Proposal) option #2 is accepted).
  - Full physical for all lodged inmates within 14 days of admission.
  - Mental health screening
- c. HCP is responsible for review and verification that all invoices are appropriate and accurate prior to payment using County funds. This includes verification of services provided and accuracy of all co-pays and deductibles.
- d. HCP shall have a process in place to investigate any and all insurance providers that may be responsible for medical costs during an inmate's incarceration period.
- e. HCP shall be responsible for recovery of all eligible costs this includes full knowledge and participation in the activities required by the state and federal guidelines of the Affordable Care Act.
- f. HCP will be responsible for verification of inmates signed up for the Affordable Care Act, assisting with sign up, making sure any inmate hospitalized or about to be hospitalized is signed up and costs are processed by the hospital to the appropriate insurance coverage before accepting responsibility for the costs or passing the costs onto the County.
- g. HCP shall maintain an open and cooperative relationship with the Corrections Department staff and other County representatives.
- h. HCP shall be responsible for ensuring that any problems and/or unusual incidents are reported by its staff to the Administrative Captain and the Jail Director.
- i. HCP shall ensure that the healthcare status of detainees admitted to outside hospitals is reviewed to ensure that the duration of the hospitalization is no longer than medically indicated.

- j. HCP shall be responsible for full, current and detailed knowledge of and compliance with, the pertinent requirements of federal and Washington state laws, their implementation of regulations and guidelines promulgated there under as they pertain to the services requested herein.
- k. HCP shall operate the program in a constitutionally humane manner with respect to the inmates' rights to basic services.
- l. HCP shall utilize on-site facility ancillary services to their fullest extent and shall be responsible for the cost of all on-site and off-site laboratory charges, x-ray, and other diagnostic services as required, indicated, or ordered by HCP.
- m. HCP shall administer first responder emergency medical care to any employee or visitor of the Jail who requires such care.

#### **1.5. PERSONNEL**

- a. HCP will recruit, interview, hire, train and supervise all health care staff. Health care staff must be adequate to meet all conditions and specifications of the contract.
- b. All health services staff providing services under this contract must be licensed or certified to practice in the State of Washington and comply with all current and future applicable Washington professional practice act regulations and are able to pass a criminal background check.
- c. At a minimum, a full-time, on-site Health Service Administrator shall be provided who shall have general responsibility for the successful delivery of health care for the Jail, pursuant to this solicitation and final contract.
- d. The County will conduct a comprehensive background investigation on all health services staff recruited to work in the Jail. All HCP staff will be required to pass this full back ground prior to working in the Jail even on a temporary basis. Any HCP employee who does not satisfy the security clearance, at the sole discretion of the County, shall not be allowed access to the Jail.
- e. HCP staff will have an ongoing duty to report criminal arrests or violations to County.
- f. County reserves the right to immediately exclude any HCP employee from the Jail to preserve institutional safety and security.
- g. HCP must provide required personnel for all shifts and fully meet all expectations of NCCHC requirements and performance standards. The County will only pay for actual hours worked on site.
  - Annual staffing plan must contain billing rates for all positions and should include information on which positions are back filled and which is not, i.e. registered nurse would be back filled if they call in sick, the HSA would have paid time off and not be back filled.
  - HCP shall make provisions in their staffing plan to cover periods of vacation, educational or sick time by including appropriate relief factors and per diem staff. The HCP shall specify in their staffing plan relief factors.

- The annual staffing plan is intended for budgeting purposes and should include a standard monthly cost. Fluctuations in staffing will be allowed for administrative positions. The positions related to direct health care as represented in the minimum staffing plan will be required to be filled for each shift. At no time will the County pay in excess of the monthly standard amounts.
- h. HCP staff shall be subject to and shall comply with all security regulations and procedures of the Jail. Violations of the regulations may result in the employee being denied access to the Jail. In this event, the HCP shall provide alternate personnel.
  - i. County shall provide security for the HCP staff consistent with the security provided to other Jail staff.
  - j. HCP staff shall adhere to the same standards in place for county employees with regard to harassment, alcohol and drug free workplace, violence in the workplace, Prison Rape Elimination Act, Electronic Systems and Equipment Use Policy, or any other current or future policy that impacts county employees.

#### **1.6. LABORATORY and OTHER TESTING SERVICES**

- a. HCP will provide all laboratory and other testing services with either in house staff or contracted staff to come into the Jail to complete the testing with minimum transfer costs to the Jail.
- b. HCP clinician shall review all routine laboratory results within 24-48 hours after receipt of test results to assess the follow-up care indicated and to screen for discrepancies between clinical observations and laboratory results. The clinician on-call will be notified immediately of all STAT reports as well as all critically abnormal results.
- c. A list of critically abnormal lab values will be available for healthcare staff reference at all times.
- d. Provide blood borne pathogen testing when it is determined that County Jail staff or HCP staff have been exposed by an inmate.
- e. Provide onsite diagnostic testing such as x-rays and ultra sounds.
- f. All diagnostic testing shall be performed by qualified technicians and read by Board Certified Clinicians.
- g. Abnormal results shall be called or faxed to the healthcare staff and relayed to the in house clinician or on call clinician immediately for disposition.
- h. HCP shall ensure that all results are reported to the institution and placed in the medical record within 24 hours.

#### **1.7. HEALTH SCREENINGS AND ASSESSMENTS**

- a. HCP will perform Health Screenings that comply with NCCHC standards.
- b. Initial Health Screenings for all new commitments to the Cowlitz County Jail must be completed within two hours of arrival and before the inmate enters the general population of

the facility. The screening shall be completed by a registered nurse, and shall comply with all NCCHC requirements for intake screening (See 1.22 (Cost Proposal) Option #2).

- c. The HCP shall perform a comprehensive Health Assessment on all inmates within 14 calendar days of arrival of the inmate at the Jail. Such assessment shall be performed by qualified health professional and meet all requirements stipulated by the NCCHC standard for Fourteen-Day Health Assessment.

## **1.8. REFERRALS**

- a. The HCP will have the ability to identify the need, schedule, coordinate all non- emergency and emergency health care rendered to inmates.
- b. HCP shall identify the need, schedule, coordinate all qualified medical professional services rendered to inmates inside or outside the Jail. At a minimum, HCP shall identify a responsible physician to supervise all medical care provided by the Jail medical staff, a “qualified medical clinician” who shall conduct sick call and generally provide such care as is available in the community. The “responsible physician” or another covering physician shall be on call seven days per week, 24 hours per day for emergency situations.
- c. HCP shall identify the need, schedule, coordinate and pay for all support diagnostic examinations. Contractor shall also provide and pay for all laboratory services, as medically indicated.
- d. HCP shall provide necessary follow-up for health problems, identified by any of the screening tests or laboratory tests. This would include inpatient or outpatient hospitalization, appropriate monitoring and prescription of medication, consultations with specialty medical providers, etc.
- e. HCP shall seek reimbursement from all available sources, including private insurance and Medicare for all health care provided.

## **1.9. CHRONIC CARE**

- a. HCP will monitor and make recommendations for detainees with regard to therapeutic diets.
- b. Chronic care patients shall be provided a review by a qualified medical clinician every three months at a minimum.
- c. A roster of chronic care patients shall be maintained.

## **1.10. MENTAL HEALTH**

- a. The HCP will provide mental health counseling and psychiatric services to the inmate population in compliance with NCCHC standards (The County currently employs an MHP who’s focus is crisis intervention). Such services shall include:
  - Evaluation by a qualified mental health professional of mental health problems identified, upon intake into the Jail system, within 24 hours.
  - Mental health evaluation of detainees exhibiting unusual or bizarre behavior within 24 hours of identification by Jail staff.

- Crisis intervention and management of acute psychiatric episodes.
  - Stabilization of individuals presenting with elevated symptoms related to a mental illness.
  - Prevention of psychiatric deterioration in the Jail setting.
  - Identification, treatment and referral of individuals deemed a danger to self or others and requiring inpatient services.
  - Medication evaluation and monitoring.
  - Daily monitoring of segregated housing for chronically impaired.
  - Active coordination with County Mental Health staff and community provider agencies.
  - Suicide assessment, intervention and monitoring of inmates on suicide watch.
- b. HCP must have a process and procedures in place for forced medication of inmates who are in a mental health crisis and either dangerous to self or others, which complies with the requirements of *Washington v. Harper*, 494 US 210 (1990) and subsequent cases.

#### **1.11. DISCHARGE PLANNING**

- a. The HCP will have a discharge planning process for all inmates under medical or mental health care while incarcerated in our jail when it must continue after discharge.
- b. Upon completion of detainment, these individuals shall be provided a referral to a community clinician for on-going care.
- c. Medication will be provided based on the individual need and coordinated with the community provider but no more than a 14 day supply of medication will be provided.
- d. The HCP shall have a pre-release transition plan developed with the Jail staff to provide continuity of care, post-release, to meet the NCCHC standards which include:
  - Formal linkages between the facility and community-based organizations.
  - Lists of community health professionals.
  - Discussions with the inmate that emphasize the importance of appropriate follow-up care and after care.
  - Specific appointments and medications that are arranged for the patient at the time of release.
  - Health information, such as problem lists, current medications, allergies, procedures, and test results will be exchanged with community clinician prior to any scheduled appointment.
- e. For inmates who have a need to continue medications after release, HCP shall supply a written prescription for those medications (by either giving to the inmate directly or faxing to a

local pharmacy) so that the inmate may obtain needed medication in a timely manner (Wakefield v. Thompson, 177 F.3d 1160 (9th Cir. 5/27/1997).

#### **1.12. INTOXICATION and WITHDRAWAL**

- a. HCP shall have a protocol to provide intoxication and withdrawal treatment, support and medical services for drug and/or alcohol addicted inmates in accordance with NCCHC standards.
- b. HCP shall provide intermittent monitoring of the inmates showing signs of intoxication or withdrawal to determine the health status of those individuals.
- c. In severe cases, this monitoring shall include, at a minimum, documented vital signs and determination of the level of consciousness every two hours, and medically appropriate detoxification treatment.
- d. HCP must provide appropriate treatment to prevent withdrawal in opiate addicted pregnant women.

#### **1.13. COUNTY JAIL STAFF TRAINING**

- a. The HCP shall be able to provide training of comprehensive health issues in Jails for Corrections staff as well as continuing training updates on current and pertinent Jail health issues. Training must comply with the NCCHC standard.

#### **1.14. MISCELLANEOUS**

- a. HCP shall be responsible for the handling and disposal of medical waste in accordance with state and local regulations.
- b. HCP shall comply with the grievance review process and provide timely responses to grievances pursuant to Jail Policy and Procedure.
- c. HCP shall describe remedies available for any medical grievance that is sustained by the County at the last stage of the grievance process.
- d. HCP shall provide a consultation service to the County on any and all aspects of the health care delivery system for the Jail. This includes evaluation and recommendations concerning new programs, health care delivery procedures that impact Jail officers and other systems, and other matters relating to this contract upon which the County seeks the advice and counsel of the contractor.

#### **1.15. QUALITY ASSURANCE**

- a. HCP shall provide for a robust quality assurance program consistent with the NCCHC Medical Quality Assurance Program, which may include but not be limited to audit and medical chart review procedures.
- b. NCCHC required quarterly quality assurance meetings shall be held between Cowlitz County Jail Director or designee, Administrative Captain, and HCP staff. The purpose of this meeting will be:
  - To review significant issues, discuss changes to policy and procedures.

- Document problems, brainstorm solutions, determine best solution; determine impact to HCP or Jail staff.
  - Determine the appropriate annual quality improvement studies per NCCHC standard for process and outcome studies. These will include:
    1. Problem identification
    2. Study
    3. Plan developed & implemented
    4. Results are monitored & tracked
    5. Improvement is demonstrated or the problem is re-studied.
    6. Report on progress each quarterly meeting with each of the 2 studies completed by the end of each fiscal year.
  - HCP shall document all meeting notes and distribute the Quality Assurance Team.
- c. A monthly Medical Advisory Committee Meeting (MAC) is required to discuss the current issues, discuss monthly audit reports, identify problems or report on potential high cost inmate medical procedures and will be attended by the Administrative Captain, Jail Director or designee, Health Service Administrator, Mental Health Team members, and other appropriate HCP staff. HCP will staff and provide administrative support to the committee, as well as document and distribute all meeting notes.
- d. HCP will cooperate with the County staff for monthly medical file audits by making the requested medical files available for review.
- e. HCP will notify County staff about potential high cost claims as they are happening or are scheduled.

#### **1.16. TRANSFER of MEDICAL INFORMATION**

- a. HCP will have procedures in place to transfer medical information between agencies due to transferring of inmates to other facilities.
- b. All detainee transfers received from other facilities shall have an initial health screening before placement in Jail housing as if they were a new inmate.

#### **1.17. MEDICAL RECORDS**

- a. The County uses paper medical records at this time. The County desires electronic medical records, and will ask to be implemented with the new contract (See 1.22 (Cost Proposal) Option #3)
- b. HCP must maintain medical records pursuant to the NCCHC standards as a minimum requirement.
- c. All entries should be legible with signatures and titles of all persons having contact with the inmate.
- d. All contact with the inmates related to health issues must be documented in the medical record.
- e. HCP will ensure that the medical record contains documentation showing that the detainees received individual health education and instruction in self-care for their health conditions.

- f. All requests for medical care, i.e. paper requests, phone requests, verbal requests must be documented in the inmates medical record.
- g. All medical records (including mental health, medication logs, treatment logs, and charts etc.) will be made available immediately upon request to County staff as needed throughout the life of the agreement.
- h. Quality improvement records, Policy and Procedures and other records related to this agreement will also be made available to County staff as requested throughout the life of the agreement.
- i. HCP will maintain health and medical records and chart information regarding ordering and dispensing of medications and over the counter drugs issued to inmates.

#### **1.18. REPORTING**

- a. HCP will have reporting processes. Cost and quality assurance reporting must be submitted to the County monthly. Minimum reporting would consist of:
  - Quality assurance reports.
  - Monthly actual staff reports with hourly billing rates submitted.
  - Monthly statistical reporting for review at the MAC.
  - Monthly utilization statistics and savings realized from Affordable Care Act.
- b. Quarterly reporting of inmates with mental health conditions to be provided to the County Mental Health program. Report to include:
  - Number of inmates with "Mental Illness.
  - Number of inmates with "severe and persistent mental illness" which is defined as psychotic disorders and major affective disorders including severe recurrent depression and bipolar disorders.
  - Number of inmates placed on suicide watch.

#### **1.19. PHARMACY SERVICES**

- a. HCP shall use the Washington State Department of Corrections formulary that allows generic medications to be substituted for brand name medications whenever possible.
- b. HCP will maintain and track pharmacy budgetary costs and formulary.
- c. The HCP shall utilize least cost protocols for medication.
- d. The system shall include prescription medications and over-the-counter medications. Inmates will be given limited access to over the counter medications issued by HCP. HCP will educate inmates on the commissary function in the jail to access over the counter medications.
- e. All prescription medications shall be prescribed by a qualified prescribing provider.

- f. All prescription medications shall be administered by an appropriate licensed staff member.
- g. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the County.
- h. HCP shall comply with all applicable state and federal regulations regarding prescribing, dispensing, administering, procuring and storing pharmaceuticals.
- i. HCP shall maintain starter doses of medications which, if not readily available, could compromise the detainee's health status. HCP will have agreements in place with local pharmacies for emergency purchases of medications to avoid out of stock situations.
- j. HCP shall notify the Administrative Captain should an inmate not receive their medication for any reason other than refusal by the inmate.
- k. HCP shall ensure that all detainees receive their prescribed medications as prescribed.
- l. The HCP will work with community resources, as necessary, to assure that patients on MAT are continued on their medication without interruption.

#### **1.20. INVOICING**

- a. HCP will provide for monthly billings that include a detailed breakdown of all costs actually incurred.
- b. Documentation to be included with the invoice will detail:
  - Actual time worked reported in the same format as it was estimated in the approved staffing plan. The County will only pay for actual hours worked on site up to the maximum amount included in the approved staffing plan.
  - Aggregate cost reports including documentation of payments by 3rd party insurance vendors for all eligible services rendered to inmates.
  - A list of all overnight hospital stays and proof of ACA / Medicaid eligibility for cost coverage. Vendor will be responsible for all costs if they fail to complete verification and eligibility under section 1.4 (f)

#### **1.21. TRANSITION PLANNING**

- a. HCP will detail their preferred transition planning process, costs involved with the transition and the estimated time it would take to transition from the current vendor, if the current vendor is not chosen.
- b. The County intends to have a contract in place a minimum of four weeks prior to the expiration of the current contract. Provide a detailed implementation plan which includes a timeline and completion dates. Part of the implementation shall include providing completed background check information on employees and vendors who deliver to the jail within one week of receiving the Notice of Intent to Award. This will allow the County to complete background checks prior to employees coming on site.

#### **1.22. COST PROPOSAL**

- a. Using the data provided in the background information section as a guide, and your understanding of the RFP requirements, provide your company's fixed price "Proposed Total Cost for Two Years" and an estimate of ongoing costs up to five total years. The proposal should address the full Scope of Services to be provided. In addition please also provide a proposed total cost for each option listed below and an estimate of ongoing costs up to five total years.
- Option #1 - Option to allow medical staff to perform blood draws for CCSO DWI's. Blood draws will take place at the facility in the intake area. The arresting officer will provide everything except a needle. The State Traffic Commission in coordination with the Cowlitz County Sheriff's Office will fund all costs.
  - Option #2 – HCP shall provide a registered nurse, or higher rated clinician to complete medical clearance triage on all individuals brought to the Jail in accordance with the established rejection criteria mutually approved by the contractor and the County and intake screening.
  - Option #3 – HCP shall provide and implement electronic medical records.
  - Requirement #4 – Total cost to provide services to the Juvenile Detention Center as outlined in Section 1.3.1.

### **1.23. CONTINUITY OF OPERATIONS PLAN**

- a. Proposer shall include a contingency plan to provide for services in the event of unexpected interruptions of the normal working conditions; i.e., power failure, fire, inclement weather, riot, lock-down, labor strikes or acts of God that would preclude normal expectations.

### **1.24. RESPONSE ITEMS**

Submit all requested reports and samples in electronic format only. Present them in a separate file labeled "Sample Reports".

#### **Applicant Capability (15 total points)**

- a. Describe your structure, service history, and experience for all contracts over the past three years. (5 points)
- b. Describe all current or past experience with other jail facilities of similar size and diverse populations. (5 points)
- c. Describe your experience in obtaining and maintaining NCCHC accreditation at your current locations. (5 points)

#### **Program/Design Strategy (80 total points)**

- a. Describe your program model and service strategy for providing inmate health services that meet NCCHC standards. (10 points)
- b. Document your transition plan for assuming services if you are the successful proposer and document an exit plan for the end of the contract should you not be successful in the next solicitation. (5 points)

- c. Demonstrate that you have a proven system of recruiting and training staff and have adequate support staff at the central office to assume the administrative functions of the agreement. (10 points)
- d. What is the minimum level of staff required to meet the stated scope of work and meet NCCHC standards? (5 points)
- e. What are your planned operational staffing levels? (10 points)
- f. Indicate what the measurable service objectives and outcomes will be. This should demonstrate what you want to accomplish and how you will know if you are successful and effective in making and impact on the target population. (5 points)
- g. The County has an interest in minimizing the cost of transporting, hospitalization, and outside treatment while still meeting NCCHC standards of quality care. Describe your strategy to reduce transportation costs and detail how you will provide primary care in the facility. (10 points)
- h. Include your current process for determination of medically necessary procedures and authorization process for off-site procedures. (5 points)
- i. Describe your process for timely response to health care services grievances. (5 points)
- j. Describe the method that will be used to assure complete staffing including an organizational chart. (5 points)
- k. Include a discussion on your ability to track and care for chronic needs of inmates. (10 points)

**Pharmacy Issues (10 points total)**

- l. HCP shall state their understanding and ability to comply with the Washington DOC formulary with proposal and alternative administration for detainees with swallowing issues, or history of hording (palming or cheeking) medications and causing a Jail security situation. (5 points)
- m. Describe how you will comply with security procedures from section 1.19 (g), all controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the County. (5 points)

**Equipment and Supplies (5 points total)**

- n. Include a listing of any equipment that you would require the County to provide.

**Quality Assurance (35 points total)**

- o. Describe your quality assurance program, how it works, include sample reports, company standards that must be met and process for improvement. Clearly discuss how this meets the NCCHC standard for continuous quality improvement. (10 points)
- p. Describe how you will handle complaints from staff and/or inmates. Provide detail of grievance procedures. Describe, by use of an example or other detail, types of complaints the applicant has determined to be a client grievance. (5 points)

- q. Describe your internal monitoring system for assuring operational efficiency and effectiveness, fiscal integrity, compliance with current rules and regulations and contract performance requirements. (5 points)
- r. Explain your methods for identifying and preventing deficiencies in quality of service performed by HCP staff before the level of performance becomes unacceptable. (10 points)
- s. HCP shall have a policy and practice of treating people confined in jail humanely and respectfully. Provide a copy of your policies, procedures, company standards or training that sets out the expectations of HCP staff in regard to treatment of patients. (5 points)

**Medical Records (10 points total)**

- t. Describe your electronic record software, your system requirements, sample reports, and any other information that would be helpful for determination of system requirements. Include number of work stations needed and any other requirements for implementation. Provide examples of statistical reporting that this system would be capable of producing, how it will be utilized in performance reporting and quality improvement processes (include electronically with reports found below). (5 points)
- u. Explain procedures to transfer medical information between agencies due to transfer of inmates to other facilities. Include a discussion of how they are protected from unauthorized disclosure. (5 points)

**Reporting – All report samples shall be submitted in electronic format only. Reports shall be in a separate file labeled “Sample Reports”. (35 points total)**

- v. Monthly statistical reporting for review at the Medical Advisory Committee (Exhibit C for sample of a statistics report). Describe your strategies for ensure that these stats are accurate and produced to the Jail Director each month. Include your ability to meet requirements and **identify standard penalties for not meeting these requirements.** (25 points)
- w. Include sample forms and reports that would accompany the invoices. Provide a detailed explanation of what is included to ensure accuracy and quality control of all invoices billed to the County. (10 points)
- x. Provide any other sample reports available for review.

**Budget (100 points total)**

- y. Provide a breakdown of anticipated costs on the attached required form (Attachment D). All proposals must contain a not to exceed price per month for staffing, billing rates for all on-site staff, indirect costs, and administrative costs. (35 points)
- z. Describe your strategies for cost containment, determining your aggregate cost estimates and meeting your aggregate cost estimates at other locations as identified in your references. Include your ability to meet minimum daily and weekly staffing requirements and **identify standard penalties for not meeting these requirements.** (20 points).
- aa. Explain how your financial reporting system meets the requirements of generally accepted accounting practices. (5 points)

- bb. All proposals must provide a daily and weekly staffing plan with job titles and hourly billing rates. (5 points)
- cc. Describe your how your company staff salaries fit within the US Department of Labor for Washington and Oregon wage scales. (5 points)
- dd. Describe how you achieve favorable billing rates with local hospitals for emergency and in-patient care, and your contracting strategy to achieve this goal and provide examples of agreement terms that you have reached with hospitals near your facilities including the length of time the contracts have been in place. (5 points)
- ee. Include a sample invoice that will match your cost estimate. (5 points)
- ff. Describe your strategies for controlling emergency and inpatient hospital costs. (15 points)
- gg. Clearly identify any costs or charges that are not already detailed. (5 points)

### **Third Party Insurance Impacts (20 points total)**

- hh. Describe in detail your process for identification of insurance companies that may be responsible for medical care for covered inmates. This will include private insurance as well as ACA/Medicaid insurance coverage. (10 points)
- ii. Include process for billing insurance carriers for any procedure provided to the inmate that may be allowed by the Affordable Care Act. (10 points)

### **Corporate, Tort Claims, and Litigation (10 points total)**

- jj. Describe in detail your organization's history of and approach to handling tort claims and litigation for healthcare services provided in corrections facilities. Include a list of all tort claims and state or federal litigation over the last three years arising from the provision of any healthcare services, including claims for negligence, medical malpractice or deliberate indifference, and the outcome of those claims and cases. All cases must be identified by the facility location where the claim occurred, the court it was filed in, case number, and name of parties. (5 points)
- kk. For all tort claims and litigation reported in above indicate whether your organization accepted full tender, partial tender, or denied tender of those claims. (5 points)

### **References (will be contacted and rated based upon their satisfaction with services provided) (30 points)**

- ll. Responder must include at least three references for like services. Preference will be given for references that fall within the geographical boundaries of the 9th Circuit Court of Appeals.
- mm. Responder will include a list of all facilities (where these services were provided within the geographical boundaries of the 9th Circuit Court of Appeals) for the prior three years.
- nn. References and list of prior locations must contain the following information:
  - Location where like services are currently provided
  - Contact information for contract administrator and jail command staff representative:

- I. Name & title
- II. Email address
- III. Phone number
- IV. Address of the location
- V. Length of engagement at this location

### **1.25 MINIMUM QUALIFICATIONS**

Minimum qualifications include:

- Licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.

### **1.26 PERIOD OF PERFORMANCE**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about 01-01-2018 and to end on 12-31-2019. Amendments extending the period of performance, if any, shall be at the sole discretion of the COUNTY.

The COUNTY reserves the right to extend the contract for three one-year periods.

### **1.27 CONTRACTING WITH FORMER WASHINGTON PUBLIC EMPLOYEES**

Washington State Department of Retirement System reporting requirements apply to public entities contracting with former Washington public employees pursuant to WAC 415-02-110, DRS Email 13-011 and DRS Email 09-001. Proposers should familiarize themselves with these reporting requirements to the County before submitting a proposal that includes former public employees. Information regarding these requirements can be found on the WA Department of Retirement System's Independent Contractor Verification and State Retirement Status Reporting Form located on the last page of this document.

### **1.28 ADA**

The COUNTY complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

## 2. GENERAL INFORMATION FOR CONSULTANTS

### 2.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the COUNTY for this procurement. All communication between the Consultant and the COUNTY upon release of this RFP shall be with the RFP Coordinator, as follows:

Name	Chris Moses
E-Mail Address	Mosesc@co.cowlitz.wa.us
Mailing Address	1935 1 <sup>st</sup> Ave Longview, WA 98632
Physical Address for Delivery	1935 1 <sup>st</sup> Ave Longview, WA 98632
Phone Number	360-577-3094x2212
Fax Number	N/A

Any other communication will be considered unofficial and non-binding on the COUNTY. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

### 2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	September 13, 2017
Question & answer period ends -	September 27, 2017
Post questions/responses	September 29, 2017
Issue last addendum to RFP	October 3, 2017
Proposals due	October 24, 2017
Evaluate proposals	October 31, 2017
Conduct interviews/Demos with finalists, if deemed necessary	November 6-8, 2017
Announce "Apparent Successful Contractor" and send notification via fax or e-mail to unsuccessful proposers	November 14, 2017
Negotiate contract and have signed contract approved	December 5, 2017
File contract with DES (if required)	xxxxxxxxxxxxxxx
Begin contract work	January 1, 2018

The COUNTY reserves the right to revise the above schedule.

## **2.3 PRE-PROPOSAL CONFERENCE**

There will be NO mandatory pre-proposal meeting held for this RFP, Proposers wishing to tour the facility prior to the proposal due date may make arrangements by contacting Captain Chris Moses. A site tour is not mandatory, but recommended.

Upon the close of the proposal due date the County may, if deemed necessary, request a demonstration/and or interview of contractors proposed services.

COUNTY will be bound only to COUNTY'S written answers to questions. Questions arising during a site tour or in subsequent communication with the RFP Coordinator will be documented and answered in written form. A copy of the questions and answers will be sent to each prospective Consultant that has received a copy of the RFP or made the RFP Coordinator aware of its interest in this procurement

## **2.4 SUBMISSION OF PROPOSALS**

### **HARD COPY PROPOSALS:**

Consultants are required to submit four (4) copies of their proposal. Two copies must have original signatures and two copies can have photocopied signatures. One (1) original needs to be unbound and one (1) electronic copy (CD or Flash Drive) must be included. The proposal, whether mailed or hand delivered, must arrive at the COUNTY no later than 11:00 AM, Pacific Standard Time or Pacific Daylight Time on October 24, 2017.

The proposal is to be sent to the address noted below and in the solicitation. The envelope should be clearly marked;

**Attn: Clerk of the Board  
Inmate Health Care Services #09-2017  
207 N. 4<sup>th</sup> AVE. RM 305  
Kelso WA 98626**

Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Consultants assume the risk for the method of delivery chosen. The COUNTY assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using facsimile transmission.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the COUNTY and will not be returned.

## **2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Proposals submitted in response to this competitive procurement shall become the property of the COUNTY. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Director of the COUNTY, or his Designee, and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for

the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Consultant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Consultant has marked as "Proprietary Information," the COUNTY will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, the COUNTY will release the requested information on the date specified. If a Consultant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, the COUNTY shall maintain the confidentiality of the Consultant's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

## **2.6 REVISIONS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail to all individuals, who have made the RFP Coordinator aware of their interest. Addenda will also be published on <http://www.co.cowlitz.wa.us/bids.aspx>. For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFP and will be placed on the website. If you downloaded this RFP from the COUNTY website located at: <http://www.co.cowlitz.wa.us/bids.aspx>, you are responsible for sending your name, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP addenda.

The COUNTY also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

## **2.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

Cowlitz County encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis.

## **2.8 ACCEPTANCE PERIOD**

Proposals must provide 60 days for acceptance by COUNTY from the due date for receipt of proposals.

## **2.9 RESPONSIVENESS**

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Consultant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

The COUNTY also reserves the right at its sole discretion to waive minor administrative irregularities.

## **2.10 MOST FAVORABLE TERMS**

The COUNTY reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose. There will be no best and final offer procedure. The COUNTY does reserve the right to contact a Consultant for clarification of its proposal.

The Apparent Successful Contractor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Consultant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the COUNTY.

## **2.11 CONTRACT AND GENERAL TERMS & CONDITIONS**

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the County's standard personal services contract and in accordance with the general terms and conditions therein, attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit proposed exceptions as allowed in the Certifications and Assurances form, Exhibit A to this solicitation. All exceptions to the contract terms and conditions must be submitted by Consultant as an attachment to Exhibit A, Certifications and Assurances form, or the standard contract shall be deemed accepted, as attached.. **The COUNTY will review requested exceptions and accept or reject the same at its sole discretion in awarding the contract.**

## **2.12 COSTS TO PROPOSE**

The COUNTY will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

## **2.13 NO OBLIGATION TO CONTRACT**

This RFP does not obligate the COUNTY to contract for services specified herein.

## **2.14 REJECTION OF PROPOSALS**

The COUNTY reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

**2.15 COMMITMENT OF FUNDS**

The Board of County Commissioners or duly elected official are the only individual(s) who may legally commit the COUNTY to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

**2.16 ELECTRONIC PAYMENT**

Cowlitz County prefers to utilize electronic payment such as EFT, ACH or the County P-Card in its transactions. The successful contractor will be provided a form to complete with the contract to authorize such payment methods.

**2.17 INSURANCE COVERAGE**

The Contractor is to furnish the COUNTY with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the COUNTY within fifteen (15) days of the contract effective date.

The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

- COMPREHENSIVE GENERAL LIABILITY:
  - Bodily injury, including death. occurrence \$1,000,000 per
  - Property damage occurrence \$1,000,000 per
- ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period
  - Endorsement (two year tail). occurrence \$1,000,000 per
- WORKERS COMPENSATION: Statutory amount
- AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles
  - Bodily injury, liability, including death occurrence \$1,000,000 per
  - Property damage liability occurrence \$1,000,000 per

All Contractor's and Contractor's subcontractors' insurance policies and additional named insured endorsements shall provide primary insurance coverage and be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and not contributory to such insurance policies. All Contractor's and Contractor's subcontractors' liability insurance policies must be endorsed to show this primary coverage.

Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Agreement. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. Any deductibles and/or self-insured retentions exceeding \$10,000, stop loss provisions, and/or exclusions contained in such policies must be approved by the County in writing. For any deductibles or self-insured retentions exceeding \$10,000 or any stop-loss provisions, the County shall have the right to request and review the Contractor's most recent annual financial reports and audited financial statements as a condition of approval.

Contractor hereby agrees to a waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.

The County, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the Contractor and subcontractor, and all coverage shall be primary and non-contributory. A statement or notation of additional insured status on a Certificate of Insurance shall not satisfy these requirements. [*This endorsement shall not be required if the Contractor is a governmental entity and is insured through a governmental entity risk pool authorized by the State of Washington.*]

The Contractor shall, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the County receiving thirty (30) days prior written notice of reduction in coverages, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to: ATTN: Risk Manager, Cowlitz County Administrative Svc., 207 4th Ave. N., Kelso, WA 98626. This Agreement shall be *void ab initio* if the proof of coverage is not timely supplied.

The insurance maintained under this Agreement shall not in any manner limit or qualify the liabilities or obligations of the Contractor under this Agreement. All insurance policy deductibles and self-insured retentions for policies maintained under this Agreement shall be paid by the Contractor.

Compensation and/or payments due to the Contractor under this Agreement are expressly conditioned upon the Contractor's strict compliance with all insurance requirements. Payment to the Contractor shall be suspended in the event of non-compliance. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor. This Agreement shall be *void ab initio* if the proof of coverage is not timely supplied.

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

### **Workers' Compensation Coverage**

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The County will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

**2.18 Cooperative Purchase:** This bid and contract is anticipated for use by other government agencies. The host agency of this bid and contract has entered into intergovernmental (Interlocal) purchasing agreements pursuant to RCW 39.34 with other government agencies. Interlocal purchasing agreements allow either party to make purchases at the other party's accepted bid price. By submitting an Offer, the Contractor agrees to make the same bid terms and price, exclusive of freight and transportation fees, available to other such governmental agencies. The host agency will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

### 3. PROPOSAL CONTENTS

#### **HARD COPY:**

Proposals must be written in English and submitted on eight and one-half by eleven inch (8 ½" x 11") paper with tabs separating the major sections of the proposal. The four major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP)
2. Technical Proposal
3. Management Proposal
4. Response Items
5. Cost Proposal

#### **3.1. LETTER OF SUBMITTAL**

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
3. Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Consultant does not have a UBI number, the Consultant must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
5. Location of the facility from which the Consultant would operate.

#### **3.2. TECHNICAL PROPOSAL**

The Technical Proposal must contain a comprehensive description of services including the following elements:

- A. Project Approach/Methodology** – Include a complete description of the Consultant's proposed approach and methodology for the project. This section should convey Consultant's understanding of the proposed project.
- B. Work Plan** - Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team

the Consultant's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of COUNTY staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

- C. Project Schedule** - Include a project schedule indicating when the elements of the work will be completed. Project schedule must ensure that any deliverables requested are met.
- D. Outcomes and Performance Measurement** – Describe the impacts/outcomes the Consultants propose to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to the COUNTY.
- E. Risks** - The Consultant must identify potential risks that are considered significant to the success of the project. Include how the Consultant would propose to effectively monitor and manage these risks, including reporting of risks to the COUNTY'S contract manager.
- F. Deliverables** – Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the requirements set forth in Section 1.3, Project Specifications and Scope of Work.

### **3.3. MANAGEMENT PROPOSAL**

#### **A. Project Management (SCORED)**

1. **Project Team Structure/Internal Controls** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.

#### **C. Related Information**

1. If the Consultant's staff or subcontractor's staff was a public employee within the state of Washington during the past 24 months, or is currently a Washington public employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
2. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
3. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. The COUNTY will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

### **3.4. RESPONSE ITEMS**

**A. Response Items (SCORED)**

Provide a copy of all answers from Section 1.24.

Submit all requested reports and samples in electronic format only. Present them in a separate file labeled "Sample Reports".

**3.5. COST PROPOSAL**

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFP.

**A. Identification of Costs (SCORED)**

Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Consultant is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Consultants are required to collect and pay Washington state sales and use taxes, as applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

**. OMWBE Certification (OPTIONAL AND NOT SCORED)**

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) if certified minority-owned firm and/or women-owned firm(s) will be participating on this project. For information: <http://www.omwbe.wa.gov>.

## 4. EVALUATION AND CONTRACT AWARD

### 4.1. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team(s), to be designated by the COUNTY, which will determine the ranking of the proposals.

COUNTY, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

The RFP Coordinator may contact the Consultant for clarification of any portion of the Consultant's proposal.

### 4.2. EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

Applicant Capability –	15 points
Program/Design Strategy	80 points
Pharmacy Issues	10 points
Equipment and Supplies	5 points
Quality Assurance	35 points
Medical Records	10 points
Reporting	35 points
Budget	100 points
Third Party Insurance	20 points
Corporate, Tort Claims, and Litigation	10 points
References	30 points
<b>TOTAL</b>	<b>350 POINTS</b>

COUNTY reserves the right to award the contract to the Consultant whose proposal is deemed to be in the best interest of the COUNTY.

### 4.3. ORAL PRESENTATIONS MAY BE REQUIRED

The COUNTY may after evaluating the written proposals elect to schedule oral presentations of the finalists. Should oral presentations become necessary, the COUNTY will contact the top-scoring firm(s) from the written evaluation to schedule a date, time and location. Commitments made by the Consultant at the oral interview, if any, will be considered binding.

#### *CHOICES FOR ORAL SCORING:*

The oral presentation will determine the apparent successful contractor. OR

The scores from the written evaluation and the oral presentation combined together will determine the apparent successful contractor.

#### **4.4. NOTIFICATION TO PROPOSERS**

The COUNTY will notify the Apparently Successful Contractor of their selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail or facsimile.

#### **4.5. DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Any Consultant who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Unsuccessful Consultant Notification is e-mailed or faxed to the Consultant. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Kelso, Washington on the third business day following the transmittal of the Unsuccessful Consultant Notification. The debriefing must be held within three (3) business days of the request.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the firm's proposal;
- Critique of the proposal based on the evaluation;
- Review of proposer's final score in comparison with other final scores without identifying the other firms.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

#### **4.6. PROTEST PROCEDURE**

Protests may be made only by Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 4:30 PM, local time, in Longview, Washington on the third business day following the debriefing. Protests may be submitted by e-mail or facsimile, but must then be followed by the document with an original signature.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

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

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or COUNTY policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) COUNTY'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the COUNTY. The COUNTY Purchasing Manager or an employee delegated by the Purchasing Manager who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant that also submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the COUNTY's action; or
- Find only technical or harmless errors in the COUNTY's acquisition process and determine the COUNTY to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the COUNTY options which may include:
  - Correct the errors and re-evaluate all proposals, and/or
  - Reissue the solicitation document and begin a new process, or
  - Make other findings and determine other courses of action as appropriate.

If the COUNTY determines that the protest is without merit, the COUNTY will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## **5. RFP EXHIBITS**

- Exhibit A Certifications and Assurances
- Exhibit B Personal Service Contract Format including General Terms and Conditions (GT&Cs)
- Exhibit C Medical Statistics
- Exhibit D Staffing Plan (Costs) Worksheet

**CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the COUNTY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. I/we understand that the COUNTY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the COUNTY, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.
6. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
7. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
8. I/we grant the COUNTY the right to contact references and other, who may have pertinent information regarding the ability of the Consultant and the lead staff person to perform the services contemplated by this RFP.
9. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

We (circle one) **are / are not** submitting proposed Contract exceptions. (See Section 2.10, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

**On behalf of the Consultant submitting this proposal, my name below attests to the accuracy of the above statement.**

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Title Date



PERSONAL SERVICES AGREEMENT

Contract Number:

THIS AGREEMENT is entered into between COWLITZ COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Cowlitz County") and

Name:

Address:

Phone No:

(hereinafter called "Contractor").

This Agreement is comprised of:

- Attachment A – Scope of Work
- Attachment B – Compensation
- Attachment C – General Conditions
- Attachment D – Special Terms and Conditions and Retirement Status Form (signature required)
- Attachment E – (specify)

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and shall, unless terminated as provided elsewhere in the Agreement, terminate on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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

[2014\_ver. 3]

COWLITZ COUNTY:

Print name: \_\_\_\_\_

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

Date: \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Title:  
(BOCC approval subject to Board ratification or authorization)

(Optional for Commissioner Approval)  
ATTEST:

\_\_\_\_\_  
Tiffany Ostreim, Clerk of the Board

CONTRACT HAS BEEN APPROVED AS TO FORM BY COWLITZ COUNTY PROSECUTING ATTORNEY

SCOPE OF WORK

The contractor agrees to complete the professional services work on the Cowlitz County, as described below (or in the attached document), including the following elements:

In the event the Contractor, or its agents or assigns, are unable to complete their work as scheduled, the contract period and compensation may be adjusted by mutual agreement of the County and Contractor.

COMPENSATION

1.  a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of \_\_\_\_\_ DOLLARS (\$) for the completed work set forth in Attachment "A.". Payments for completed tasks shall be made no more frequently than  bi-monthly;  quarterly;  semi-annually;  annually;  at completion of project;  other (specify) \_\_\_\_\_.

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

b. HOURLY RATES: For services rendered, the County shall compensate the Contractor at the following hourly rates:

<i>Name/Position</i>	<i>Hourly Rate</i>
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Payments for completed tasks shall be made no more frequently than  monthly;  quarterly;  semi-annually;  annually;  at completion of project;  other (specify) \_\_\_\_\_.

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought and; payment amount requested.

In no event shall Contractor be compensated in excess of \_\_\_\_\_ DOLLARS for the completed work set forth in Attachment "A."

2. AND

a. The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers and the like.

OR

b. The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

c. Other (specify) The County, in addition to the compensation herein set forth shall provide to the Contractor the following:

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, except as provided for herein.
2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.
3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.
4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Cowlitz County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Cowlitz County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Cowlitz County for any payments made or required to be made by Cowlitz County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits which Cowlitz County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.
7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for six (6) years after contract

termination, and shall make them available for such review, within Cowlitz County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon thirty (30) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
  - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
  - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
  - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement.

- Indemnification by Contractor. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses

and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the Contractor's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Contractor's shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation of the Contractor's shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement, are reflected in the Contractor's compensation, and have been mutually negotiated by the parties.

Contractor's initials acknowledging indemnity terms: \_\_\_\_\_

- Participation by County – No Waiver. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.
  - Survival of Contractor's Indemnity Obligations. The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement.
  - Indemnity by Subcontractors. In the event the Contractor enters into subcontracts to the extent allowed under this Agreement, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.
14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Cowlitz. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or

default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

(a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

(b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

(a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Project Manager a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Project Manager for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Cowlitz County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

(b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the

act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced and Public Disclosure. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work. Except as to data or information in the public domain or previously known to Contractor or required to be disclosed by law, subpoena or other process, the following shall apply:

(a) Correspondence, emails, reports and other electronic or written work product will be generated between the Contractor and County during the course of this Contract. This Contract and such work product in the possession of Contractor may be deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the County shall be required, upon request, to disclose this Contract and all documents related to it unless an exemption under the Public Records Act or other laws applies. Contractor shall fully cooperate with and assist the County with respect to any request for public records received by the County related to the services performed under this Contract.

(b) Should County receive a request for disclosure, County agrees to provide Contractor ten (10) days written notice of impending release, and to cooperate with any legal action which may be initiated by Contractor to enjoin or otherwise prevent such release, provided that all expense of any such litigation shall be borne by Contractor, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure, and further provided that County shall not be liable for any release where notice was provided and Contractor took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to Contractor according to the "Notice" provision herein. If the Contractor has not obtained an injunction and served the County with that injunction by the close of business on the tenth business day after the County sent notice, the County will then disclose the record unless it makes an independent determination that the record is exempt from disclosure. Notwithstanding the above, the Contractor must not take any action that would affect (a) the County's ability to use goods and services provided under this Contract or (b) the Contractor obligations under this Contract. The Contractor will fully cooperate with the County in identifying and assembling records in case of any public disclosure request.

(c) Contractor's failure to timely provide such records upon demand shall be deemed a material breach of this Contract. To the extent that the County incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Contractor shall fully indemnify and hold harmless County as set forth in Section 13. For purposes of this section, the terms "public records" and "agency" shall have the same meaning as defined by Chapter 42.56 RCW, as said chapter has been construed by Washington courts. The provisions of this section shall survive the expiration or termination of this Agreement.

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:
- Name:  
Title:  
Department:  
Address:
- Telephone:  
E-mail:  
Fax:

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, County is named as an express third-party beneficiary of such contracts with full rights as such.
26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
  - (a) Applicable federal, state and local statutes, ordinances and regulations;
  - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
  - (c) Special Terms and Conditions (Attachment D); and
  - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 30-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS  
AND RETIREMENT STATUS FORM

1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- With each request for payment.
- Monthly.
- Quarterly.
- Semi-annually.
- Annually.
- Project completion.
- Other (specify)

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

- COMPREHENSIVE GENERAL LIABILITY:**

Bodily injury, including death.	\$	per occurrence
Property damage occurrence	\$	per
  
- ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period**

Endorsement (two year tail). occurrence	\$	per
---	----	-----
  
- WORKERS COMPENSATION:**

	Statutory amount
--	------------------
  
- AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles**

Bodily injury, liability, including death occurrence	\$	per
Property damage liability occurrence	\$	per

All Contractor's and Contractor's subcontractors' insurance policies and additional named insured endorsements shall provide primary insurance coverage and be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and not contributory to such insurance policies. All Contractor's and Contractor's subcontractors' liability insurance policies must be endorsed to show this primary coverage.

Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Agreement. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. Any deductibles and/or self-insured retentions exceeding \$10,000, stop loss provisions, and/or exclusions contained in such policies must be approved by the County in writing. For any deductibles or self-insured retentions exceeding \$10,000 or any stop-loss provisions, the County shall have the right to request and review the Contractor's most recent annual financial reports and audited financial statements as a condition of approval.

Contractor hereby agrees to a waiver subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.

The County, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the Contractor and subcontractor, and all coverage shall be primary and non-contributory. A statement or notation of additional insured status on a Certificate of Insurance shall not satisfy these requirements. [*This endorsement shall not be required if the Contractor is a governmental entity and is insured through a governmental entity risk pool authorized by the State of Washington.*]

The Contractor shall, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the County receiving thirty (30) days prior written notice of reduction in coverages, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to: ATTN: Risk Manager, Cowlitz County Administrative Svc., 207 4th Ave. N., Kelso, WA 98626. This Agreement shall be *void ab initio* if the proof of coverage is not timely supplied.

The insurance maintained under this Agreement shall not in any manner limit or qualify the liabilities or obligations of the Contractor under this Agreement. All insurance policy deductibles and self-insured retentions for policies maintained under this Agreement shall be paid by the Contractor.

Compensation and/or payments due to the Contractor under this Agreement are expressly conditioned upon the Contractor's strict compliance with all insurance requirements. Payment to the Contractor shall be suspended in the event of non-compliance. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor. This Agreement shall be *void ab initio* if the proof of coverage is not timely supplied.

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

- 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.
  
- 4. Other (specify)

**COUNTY HR DEPARTMENT RETAINS THIS FORM**

*Individual contractors and service providers must complete and sign*

- 5. WA Department of Retirement Systems: Independent Contractor Verification and State Retirement Status Reporting Form [WAC 415-02-110; DRS Email 13-011; DRS Email 09-001]

SECTION 1: INDIVIDUAL CONTRACTOR COMPLETES THIS SECTION AND SIGNS:

- Did you retire from one of the State of Washington Retirement Systems?  YES  NO
- Did you retire before age 65 using the 2008 early retirement factors (ERF)?  YES  NO
- Will you be receiving direct compensation for your services?  YES  NO
- Will you be receiving indirect compensation for your services?  YES  NO

CONTRACTOR (Full, individual name of contractor):

Signature: \_\_\_\_\_ Social Security No. : \_\_\_\_\_ Date: \_\_\_\_\_

SECTION 2: COUNTY COMPLETES THIS SECTION AND RETAINS FOR AUDIT PURPOSES:

[Use Member Reporting Verification (MRV) to verify the past retirement membership]

- 1. Contractor has been a member of a Washington State Retirement System  YES  NO  
If YES, what system and plan?

- Teachers' Retirement System (TRS)  Plan1  Plan 2  Plan 3
- School Employees' Retirement System (SERS)  Plan 2  Plan 3
- Public Employees' Retirement System (PERS)  Plan 1  Plan 2  Plan 3
- Public Safety Employees' Retirement System (PSERS)  Plan 2
- Law Enforcement Officers' & Fire Fighters' Retirement System (LEOFF)  Plan 1  Plan 2
- Washington State Patrol Retirement System (WSPRS)  Plan 1  Plan 2
- Judicial Retirement System (JRS)

- 2. Is the contractor a retiree of a Washington State Retirement System?  Yes  No
- 3. Did the contractor retire before age 65 using the 2008 ERF?  Yes  No

I have verified the information above using MRV or by contacting DRS, and I have evaluated the individual Contractor, Independent Contractor or Service Provider under WAC 415-02-110 and/or DRS Form-MS 344 (R 5/09), and the Internal Revenue Service rules governing independent contractor status.

COUNTY OFFICIAL/DEPARTMENT REPRESENTATIVE:

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

**COUNTY HR DEPARTMENT RETAINS THIS FORM**







## EXHIBIT D

### Pricing Strategy

		Monthly Year 1	Annual Year 1	Monthly Year 2	Annual Year 2	Anticipated Year 3 Increase	Anticipated Year 4 Increase	Anticipated Year 5 Increase		
On-Site Staff Cost per the staffing plan as shown below									Option #1 Blood Draw	
Indirect Costs									Option #2 (Bkg Nurse)	
Administrative Costs									Option #3 (EMR)	
Laboratory & Other Testing Services									Required #4 (Juvenile)	
Other Costs (please explain)										
Total Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		

### Staff Cost Estimate

*County will only pay for actual hours worked.*

*Insert as many lines as needed*

Position Title	Back Filled / Mandatory Coverage (Yes/No)	Shift (day, swing, night)	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Weekly Hours	Billing Rate Per Hour	Total Weekly Cost	Total Annual Cost
<b>Administrative Staff Positions</b>													
										0		\$ -	0
										0		\$ -	0
										0		\$ -	0
<b>Direct Services Staff Positions</b>													
										0		\$ -	0
										0		\$ -	0
										0		\$ -	0
										0		\$ -	0
										0		\$ -	0
										0		\$ -	0
										0		\$ -	0
										0		\$ -	0
										0		\$ -	0
<b>Total Estimated Annual Cost of Staffing</b>												<b>0</b>	

County anticipates that the operational staffing plan will be used for the monthly maximum cost basis. County will only pay for staff time actually served to meet NCCHC Standard and service levels. Contractor must fully staff the facility to meet Scope of Work requirements. County will only pay for staff hours actually worked on site. Staff hours and billing rates must be included with the monthly invoice. The staffing plan may be modified slightly for operational efficiencies but may not exceed the planned monthly cost.