

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN CITY OF YAKIMA  
AND  
KITE MED CONSULTANTS, LLC  
FOR  
INMATE HEALTH CARE SERVICES**

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

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

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

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

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

**Section 1. Scope of Work**

- 1.1 The minimum services that the Contractor will provide include providing health care services for the inmates at the City of Yakima Detention Facility ("Jail"). Contractor shall provide the minimum health care services and staff described in the text of the Professional Services Contract, including the services described in Exhibit "A," which is incorporated herein by this reference. The services are included within the base fee. The Professional Services Contract and Exhibit "A" are referred to herein as the "Contract." The Contract specifies the working relationship between the City and the Contractor, and specific obligations of both parties.
- 1.2 Administrative Requirements: The Contractor shall have the responsibility to provide a singular designated physician (Medical Director) with responsibility for assuring the appropriateness and adequacy of inmate health care services and supervisor oversight of all Contract staff.
- 1.3 Substitution: The Contractor shall not substitute or deviate from said specifications of this Contract without a written agreement amendment, signed by the City Manager, or pursuant to Section 12 below entitled "Changes". Any violation of this procedure by the Contractor will be considered cause for immediate cancellation of the Contract for cause by the City.

- 1.4 Except as otherwise specifically provided in this Contract, Contractor shall furnish the following, all as the same may be required to perform the services described in paragraph 1.1 in accordance with this Contract: personnel, labor and supervision; and technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by Contractor under this Contract are sometime collectively referred to in this Contract as the "health care services."
- 1.5 All provisions of this Contract are intended to be complementary, and any health care services required by one and not mentioned in another shall be performed to the same extent as though required by all. Details of the health care services that are not necessary to carry out the intent of this Contract, but that are not expressly required, shall be performed or furnished by Contractor as part of the health care services, without any increase in the compensation otherwise payable under this Contract.

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

- 2.1 The period of performance under this Contract will be three (3) years, commencing on November 1, 2021, and continuing through October 31, 2024. The City reserves the right to extend this Contract for one (1) additional two-year (2-year) period, providing, however, that the total contract period of performance shall not exceed a total of five (5) years. In the event the City elects to extend the Contract for an additional two-year (2-year) term, the City shall provide written notice to the Contractor at least ninety (90) days prior to the end of the initial three-year (3-year) Contract period. The City's option to extend the Contract for an additional two-year (2-year) term is subject to a successful yearly review of the services provided by the Contractor and a successful price agreement as budget allows, and the extension is further subject to approval by the City Council at a City Council business meeting if the compensation is more than the last year of the three-year contract. If the annual compensation remains the same or less for the additional two-year (2-year) term, then the City Manager has the authority to sign the two-year (2-year) extension without the specific approval of the City Council at a City Council business meeting.
- 2.2 This Contract replaces the previous contract between the parties for inmate health care services executed in 2019 (City Contract No 2019-133). The parties acknowledge and agree that upon execution of this Contract, the previous Contract is terminated.

## **Section 3. Compensation**

- 3.1 As full compensation for satisfactory performance of the health care services, the City shall pay Contractor One Hundred Fifty Seven Thousand Three Hundred Fifteen Dollars and No Cents (\$157,315.00) for each year of the term of the Contract. At the end of this three-year term, the parties may extend this Contract under terms and conditions then agreed. The three-year term of the Contract is subject to an option to extend the Contract for one (1) two-year (2-year) extension if the City and Contractor can reach a mutually satisfactory agreement on the value of the services for the additional two-year (2-year) period and as provided in Section 2.1 above.
- 3.2 Each annual fee shall be paid by the City to Contractor in twelve installments. The monthly invoices will be submitted by Contractor to the City of Yakima on or about the first week

of the month immediately following the month the services are provided. The first invoice for the first year of the Contract will be submitted on or about the first week of the month immediately following the month the services are provided.

- 3.3 The City of Yakima will use its best efforts to pay each of Contractor's invoices within thirty (30) days after the City's receipt and verification thereof; provided, however, that all such payments are expressly conditioned upon Contractor providing health care services hereunder that are satisfactory to the City. The Yakima Police Department of the City will notify the Contractor promptly if any problems are noted with the invoice.

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

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

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

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

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

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

- 4.2 Contractor shall at all times be an independent contractor and not an agent or representative of the City with regard to performance of the services. Contractor shall not represent that it is, nor hold itself out as, an agent or representative of the City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of the City. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that the City of Yakima provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law. The Contractor will have an active account with the Department of Revenue, other state agencies as needed, and a separate set of books or records that reflect all items of income and expenses of the business that the Contractor is conducting.

- 4.3 Contractor shall perform the health care services in a timely manner and in accordance with the standards of the profession. At the time of performance, Contractor shall be properly licensed, equipped, organized, and financed to perform the services in accordance with this Contract. Subject to compliance with the requirements of this Contract, Contractor shall perform the services in accordance with its own methods.
- 4.4 Contractor shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the services.

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

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

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

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

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

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

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

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

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

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

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

A. The City of Yakima agrees to defend, indemnify, and hold harmless Kite Med Consultants, LLC, its officials, officers, employees and agents from any and all suits, judgments, actions, claims, demands, damages, and costs and expenses, including reasonable attorneys' fees, which result or arise out of the sole negligent acts or omissions, if any, of the City of Yakima, its officials, officers, employees or agents.

B. Kite Med Consultants, LLC agrees to defend, indemnify, and hold harmless the City of Yakima, its officials, officers, employees and agents from any and all suits, judgments, actions, claims, demands, damages, and costs and expenses, including reasonable attorneys' fees, which result or arise out of the sole negligent acts or omissions, if any, of Kite Med Consultants, LLC, its officials, officers, employees or agents.

C. If any suits, judgments, actions, claims or demands arise out of or in connection with the negligent acts and/or omissions of both the City of Yakima and Kite Med Consultants,

LLC or their officials, officers, employees or agents pursuant to this Contract, each party shall be liable for its proportionate share of negligence for any resulting suits, judgments, actions, claims, demands, damages, and costs and expenses, including reasonable attorneys' fees.

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

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

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

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

11.2 Professional Liability Insurance. At all times during the performance of the services in this Contract, the Contractor shall provide the City of Yakima with a certificate of insurance as evidence of professional liability coverage, showing Kite Med Consultants, LLC as a named insured, covering services provided pursuant to this Contract with a minimum limit of Two Million Dollars (\$2,000,000.00) for each wrongful act and an annual aggregate minimum limit of Six Million Dollars (\$6,000,000.00). This certificate shall clearly state who the provider is, the amount of coverage, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company rated A-VII or higher in Best's Guide. If the policy is on a claims made basis, the retroactive date of the insurance policy shall be no later than July 1, 2014, or shall provide full prior acts. The insurance coverage shall remain in effect during the term of this Contract and for a minimum of three (3) years following the termination of this Contract.

### **Section 12. Changes**

12.1 The City may, at any time by written notice thereof to Contractor, make changes in the health care services within the general scope of this Contract (including, but not limited to, additions to or deletions from any services, suspension of performance and changes and location of performance).

12.2 If any change under paragraph 12.1 causes a significant increase or decrease in the cost of the time required for performance of the health care services, an equitable adjustment in the compensation and schedules under this Contract shall be negotiated to reflect such increase or decrease, and this Contract shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Contractor for such change. If any change under paragraph 12.1 results in a decrease in the services to be performed, Contractor shall not be entitled to anticipated profit on services not performed and the loss of anticipated profit shall not reduce the decrease in compensation under this Contract resulting from such exchange. Further, Contractor shall not be entitled to any reallocation of cost, profit or overhead.

- 12.3 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment under paragraph 12.2, Contractor shall immediately proceed with performance of the services as changed pursuant to paragraph 12.1. If Contractor intends to assert a claim for equitable adjustment under paragraph 12.2, Contractor must, within sixty (60) days after Contractor's receipt of any notice under paragraph 12.1 that does not set forth an acceptable adjustment, submit to the City a written statement of the basis and nature of the adjustment claimed. Contractor shall not be entitled to any adjustment unless such written statement is submitted by Contractor to the City within the applicable period.

### **Section 13. Termination**

- 13.1 The City may, by giving the Contractor thirty (30) calendar days written notice of termination, terminate this Contract as to all or any portion of the services not then performed, whether or not Contractor is in breach or default, and with or without cause. Upon receipt of any such notice of termination, Contractor shall, except as otherwise directed by the City, immediately stop performance of the services to the extent specified in such notice.
- 13.2 In the event of termination pursuant to paragraph 13.1, an equitable adjustment shall be made in the compensation payable to Contractor under this Contract, provided that such compensation as so adjusted shall in no event exceed a percentage of the total compensation otherwise payable under this Contract equal to the percentage of the services satisfactorily completed at the time of termination. Further, Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on services not performed on account of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination.
- 13.3 If the City purports to terminate or cancel all or any part of this Contract for Contractor's breach or default when Contractor is not in breach or default which would permit such termination or cancellation, such termination or cancellation shall be deemed to have been a termination by the City pursuant to paragraph 13.1 and the rights of the parties shall be determined accordingly.
- 13.4 The Contractor may, by giving the City ninety (90) calendar days written notice of termination, terminate this Contract as to all or any portion of the services not then performed.

### **Section 14. Miscellaneous**

- 14.1 Assignment. This Contract, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Contractor to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor stated herein.
- 14.2 No Conflict of Interest. Contractor represents that it or its employees do not have any interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Contractor further

covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this Contract.

- 14.3 No Insurance. It is understood that the City does not maintain liability insurance for Contractor and/or its employees.
- 14.4 Facility Security. The City may prohibit entry to any secure facility, or remove from the facility, a Contract employee who does not perform his/her duties in a professional manner, or who violates the Jail's security rules and procedures. The City reserves the right to search any person, property, or article entering its facilities.
- 14.5 Waiver of Breach. A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.
- 14.6 Severability. If any portion of this Contract is changed per mutual agreement or any portion is held invalid, the remainder of the Contract shall remain in full force and effect.
- 14.7 Integration. This Contract represents the entire understanding of the City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Contract may not be modified or altered except in writing signed by both parties.
- 14.8 Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand delivered to the parties to their addresses as follows:

TO CITY: Chief Matt Murray  
Yakima Police Department  
200 South third Street  
Yakima, WA 98901-2830

AND TO: Maria Mayhue, Purchasing  
Manager City of Yakima  
Purchasing Division  
129 North Second Street  
Yakima, WA 98901

TO CONTRACTOR: Kite Med Consultants, LLC  
Attention: Linda Seaman, MD  
P. O. Box 8255  
Yakima, WA 98908-0255

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective when hand delivered at the addresses



specified above, or three (3) days after the date of mailing to the addresses specified above.

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

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

CITY OF YAKIMA

CONTRACTOR:  
KITE MED CONSULTANTS, LLC

By \_\_\_\_\_  
Robert Harrison, City Manager

By \_\_\_\_\_  
Linda Seaman, MD

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

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

ATTEST:

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

City Contract No. 2021 \_\_\_\_\_  
Resolution No. R-2021- \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF YAKIMA )

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

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

- (a) The Contractor will provide adequate medical care to all inmates in the Yakima City Jail guaranteed under the 8<sup>th</sup> and 14<sup>th</sup> Amendments of the U.S. Constitution, Washington State Law and City of Yakima Detention Facility Policies.
- (b) The Contractor will provide a nurse(s) who will visit the Jail five (5) days per week (Monday through Friday) for up to six (6) hours each day and visit on Saturday and Sunday on an “as needed” basis to assess inmates presenting health problems, gather necessary health histories and records, dispense medications, refer inmates for appropriate treatment of illness/injury per discussion with Jail staff, document medical services, and maintain inmate’s medical records. The nurse or physician will keep the jail staff informed of the planned scheduled hours of operation and of any changes.
- (c) The Contractor will provide a nurse or physician available three hundred and sixty-five (365) days per year to whom jail personnel can contact 24/7 to assess the urgent health questions of the inmates. The physician and/or medical personnel will provide the Yakima City Jail with a list of contact information for the primary on-call designated person, as well as have a secondary person who can be called if the primary person is not reachable. The physician and medical personnel will maintain updated contact information at all times and will inform the jail staff of any changes.
- (d) The Contractor will provide all necessary materials, supplies, and equipment necessary for performance of the services required hereunder. The City agrees to provide the Contractor with office space or facilities, utilities, and office equipment reasonably sufficient to enable the Contractor to perform its obligations, including but not limited to a fax machine, copier, telephone services, office supplies, translation services as available, medication cart and medications.
- (e) The Contractor will arrange for office visits at a clinic or other appropriate healthcare setting for those inmates requiring medical attention outside the jail facility by a licensed physician, physician assistant, or advanced registered nurse practitioner, and discuss with jail administrators before referring inmates for additional health services or treatment outside the scope of this Contract.
- (f) The Contractor will provide a physician to approve all prescriptions for the inmates. The delivery and administration of medications and medication assistance by nonpractitioner jail personnel shall be handled per conditions as set forth in RCW 70.48.490. The RCW may be viewed at: <http://apps.leg.wa.gov/rcw/default.aspx?cite=70.48.490>
- (g) The Contractor will record the administration of medications in a manner and on a form approved by the City to include documentation of the fact that inmates are receiving and ingesting their prescribed medications. Documentation will also be required when an inmate’s ordered medication was not administered and the reason given.

- (h) The physician or designated medical person will develop specific medical protocols and procedures. The physician will assist jail administration with writing and updating jail medical policies and procedures. Jail medical protocols, policies and procedures will be reviewed and updated annually.
- (i) The physician or designated medical personnel will provide training to nonpractitioner jail personnel in proper medication procedures and any other medical procedures as requested (taking vitals, O2 levels, blood sugar tests, blood pressure, pulse, etc.).
- (j) The physician will do quarterly in person reviews of the City Jail's medical program. The physician will inspect the medical area(s), medication storage and office area. The physician will review the health care program, policies and procedures and will address any deficiencies. The physician will meet with a Correctional Sergeant who works at the City of Yakima Detention Facility at least quarterly to discuss the inmates' health care program. The physician also will meet with the jail administrator at least once annually to discuss the progress of the inmates' health care program. If an unexpected or urgent issue arises, the physician and jail administrator will meet to discuss and resolve the issue as soon as possible.
- (k) The physician and all medical personnel will attend and participate in an orientation/training session that will cover the facility's safety and security rules and regulations prior to work commencing.
- (l) The contract provider for medical services shall, in times of emergency or threat thereof, whether accidental, natural, or caused by man, provide medical assistance to the City.
- (m) The Contractor will work with the Jail Administrator to implement a plan to address sudden pandemics or infectious disease outbreaks within the City Jail.
- (n) The Contractor will immediately notify Jail personnel of any inmate issue requiring special attention or isolation for communicable disease.
- (o) Currently, dental services are only offered off site. Attending physician will refer inmates for medically necessary dental treatment and may be required to administer medications as prescribed for dental infections.
- (p) The Contractor will work with the Jail Administrator to implement new medical treatments and programs, and state medical mandates, upon the City's request.
- (q) Mental health services are provided through Comprehensive Healthcare; however, the Contractor is required to provide mental health support as follows:
  - 1. Administering psychotropic medications as prescribed.
  - 2. Maintenance of inmates' medical charts to include mental health information.
  - 3. Communicate and cooperate with Comprehensive Healthcare.
- (r) At the request of Jail personnel provide for examinations and medical clearance for inmate workers prior to placement on an assignment.
- (s) The physician or designated medical personnel will maintain complete and accurate medical records for all jail inmates. The records shall be retained on site, separate from confinement records. The Contractor and the City shall maintain the confidentiality of the records as required by law, recognizing that relevant information or a copy of the records shall be forwarded to appropriate facilities or to other health care providers as needed.

- (t) Confidentiality of medical records will be assured in accordance with HIPAA. The medical and psychiatric records will be kept separate from the custody record. Data necessary for the classification, security, and control of inmates will be provided to the appropriate Jail personnel. Medical records will be made available to the City or its designee when required. Contractor will cooperate with the City regarding any court claims, upon request of City administration.
1. Adherence to applicable informed consent regulations and standards of the local jurisdiction must be maintained.
  2. Inmate Health Records shall be retained and destroyed according to the Washington State Archives Records Retention Schedule.
  3. Inactive medical records will be maintained in accordance with the laws of the state of Washington. After two years, inactive medical records will be archived by a mutually agreed upon method.
  4. If an inmate's medical record cannot be located within eight hours of the discovered loss, the Contractor's administrator shall notify the City or its designee. A duplicate record shall be immediately generated. Upon location of the missing record, and after a duplicate file has been created, the two files shall be joined to form one file.
- (u) Statistical Reporting. Monthly reports are required to be submitted by the Contractor to the City as follows:
1. Number of inmates seen;
  2. Number of inmates referred for medical care; and
  3. Number of inmates referred for dental care.