



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

July 20, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract with Everhealth, LLC for comprehensive correctional medical, dental, pharmaceutical, and mental health services at the Clackamas County Jail. Total value is \$32,758,411.32 for 5 years. Funding through Public Safety Local Option Levy funds and \$23,586,056.15 in budgeted County General Funds.

Previous Board Action/Review	Briefed at Issues – July 18, 2023		
Performance Clackamas	Ensure safe, healthy, and secure communities.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Captain Lee Eby Nancy Artmann	Contact Phone	503-722-6760 503-319-4435

EXECUTIVE SUMMARY: The Clackamas County Sheriff's Office (CCSO) is responsible for providing legally required medical, dental, pharmaceutical, and mental health services to the adults in custody at the Clackamas County Jail. In collaboration with County Procurement, CCSO underwent a request for proposal process for the aforementioned services. Everhealth, LLC was selected as the service provider.

RECOMMENDATION: Staff recommends the Board of County Commissioners approve and sign the contract with Everhealth, LLC for comprehensive medical services to be provided to adults in custody at the Clackamas County Jail.

Respectfully submitted,

Jenna Morrison
Undersheriff

For Filing Use Only



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #7803**

This Personal Services Contract (this “Contract”) is entered into between Everhealth, LLC (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of the Clackamas County Sheriff’s Office

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2028, with the option to renew for two (2) additional two-year terms, subject to the mutual agreement of the parties.
2. **Scope of Work.** Contractor shall provide the following personal services: comprehensive correctional medical, dental, pharmaceutical, and mental health services at the Clackamas County Jail (“Work”), further described in RFP 2022-95 attached and incorporated herein as “Exhibit A,” and Contractor’s response attached and incorporated herein as “Exhibit B.” Contractor will provide staffing at no less than the levels set forth in “Exhibit C,” attached hereto and incorporated by this reference herein. Work will be performed in accordance with the terms, conditions, and standards set forth in “Exhibit D,” attached hereto and incorporated by this reference herein. Work will be performed in accordance with the terms, conditions, and standards set forth in Exhibits A - E.
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a flat monthly fee in accordance with the following table:

RFP No. #2022-95 - Contractor Pricing	July 1, 2023 - June 30, 2024	July 1, 2024 - June 30, 2025	July 1, 2025 - June 30, 2026	July 1, 2026 - June 30, 2027	July 1, 2027 - June 30, 2028
Personnel Services	\$ 4,498,701.88	\$ 4,723,636.95	\$ 4,959,818.86	\$ 5,207,809.76	\$ 5,468,200.21
Medical Supplies	\$ 48,125.00	\$ 50,531.25	\$ 53,057.81	\$ 55,710.70	\$ 58,496.24
Ancillary Services	\$ 98,200.00	\$ 103,110.00	\$ 108,265.50	\$ 113,678.78	\$ 119,362.71
Pharmacy Services	\$ 330,000.00	\$ 346,500.00	\$ 363,825.00	\$ 382,016.25	\$ 401,117.06
Outside Medical Services	\$ 425,000.00	\$ 446,250.00	\$ 468,562.50	\$ 491,990.63	\$ 516,590.16
Malpractice Insurance	\$ 177,400.00	\$ 186,270.00	\$ 195,583.50	\$ 205,362.68	\$ 215,630.81
Administrative Costs	\$ 350,000.00	\$ 367,500.00	\$ 385,875.00	\$ 405,168.75	\$ 425,427.19
Taxes and Licenses	\$ 1,020.00	\$ 1,071.00	\$ 1,124.55	\$ 1,180.78	\$ 1,239.82
Annual - Total	\$ 5,928,446.88	\$ 6,224,869.20	\$ 6,536,112.72	\$ 6,862,918.32	\$ 7,206,064.20
Monthly - Total	\$ 494,037.24	\$ 518,739.10	\$ 544,676.06	\$ 571,909.86	\$ 600,505.35

***If the adults in custody (AIC) population increases to a level greater than a 500-ADP on a monthly basis, Contractor will charge a variable cost per diem to cover the incremental variable costs of providing services to an

additional population by the following formula and rate: Actual ADP – Contracted ADP x number of days in the month x \$6.69 Per Diem Rate. To the extent any variable per diem charge may result in the Contract exceeding the \$32,758,411.32 not-to-exceed amount described below, County’s obligation to pay the per diem charge is contingent upon appropriation of additional funds to pay the per diem charge.

The total amount County may pay Contractor for performing Work under this Contract, including all optional two-year renewals, shall not exceed **Thirty-Two Million Seven Hundred Fifty-Eight Thousand Four Hundred Eleven Dollars and Thirty-Two Cents** (\$32,758,411.32). Consideration rates are on a monthly flat fee basis in accordance with the table above.

4. Invoices and Payments. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Melanie Menear at mmenear@clackamas.us and Lee Eby at LeeEby@clackamas.us.

5. Travel and Other Expense. Authorized: Yes No
 If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

6. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E.

7. Contractor and County Contacts.

<p>Contractor Administrator: Bradford McLane Phone: 205-536-8532 Email: brad.mclane@naphcare.com</p>	<p>County Administrator: Melanie Menear Phone: 503-722-6794 Email: mmenear@clackamas.us</p>
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.**

Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims,

actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

Provided, however, that Contractor shall have no obligation to indemnify the County, the Sheriff, and/or County agencies, including any employees, agents or contractors, for any losses, damages and/or injury arising out of or resulting from a negligent or intentional act or acts or other omission(s) attributable solely to the County or its agents, or for any claim arising solely out of: (1) the County, its employees or agents (other than Contractor) preventing an inmate from receiving medical care ordered by Contractor or its agents; or (2) any failure by the County, its employees or agents (other than Contractor) to promptly present an inmate to the Contractor for treatment in any situation where it is known or should be known to a person with no medical training that medical care is needed (for example, after a physical altercation between custody and an inmate).

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$2,000,000 per occurrence, with an annual aggregate limit of \$9,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$2,000,000 per claim, with an annual aggregate limit of \$9,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

<input checked="" type="checkbox"/> Required – Abuse & Molestation endorsement with limits not less than \$2,000,000 per occurrence if not included in the Commercial General Liability policy.
<input checked="" type="checkbox"/> Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.
<input checked="" type="checkbox"/> Employers’ Liability: combined limit, or the equivalent, of not less than \$1,000,000 each accident, \$1,000,000 each disease, and \$1,000,000 each policy limit
<input checked="" type="checkbox"/> Excess Liability: Follow form policy of \$2,000,000 in the annual aggregate or \$2,000,000 additional coverage on corresponding underlying policies.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. LIMITATION OF LIABILITIES. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contact in accordance with its terms.

11. NOTICES. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County’s normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. OWNERSHIP OF WORK PRODUCT. The parties hereby understand and agree that Contractor’s use of the electronic health record software system, TechCare®, and the use thereof by either party in the performance of this Contract, is only licensed to the County by Contractor for the term of this Contract, and all rights, title, and/or ownership interest held by Contractor or its affiliated entity in TechCare® at the beginning of this Contract, shall remain with Contractor following any termination of this Contract. Otherwise, all work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of

this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided .
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 32, and 33 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure

authority as solely determined by the County; or (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work. Contractor may terminate this Contract by providing not less than one hundred eighty (180) days' notice to County.

- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity including, but not limited to, the penalties set forth in Exhibit D. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the pro rata portion of the monthly fee due as of the date of notice of termination, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
 - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.

- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. NO ATTORNEY FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "**Personal Information**" is defined in ORS 646A.602(11)).

Contractor agrees to hold any and all information that it is required by law or that the County marks as "Confidential" to be held in confidence ("**Confidential Information**"), using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information.

Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

- 29. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.
- 30. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the Contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.
- 31. COOPERATIVE CONTRACTING.** Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.

32. HIPAA COMPLIANCE. Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”), which include the Standards for the Privacy of Individually Identifiable Health Information (the “Privacy Rule”), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the “HITECH Act”), and substance use and disorder patient record rules set forth in 42 CFR Part 2 (collectively, and as amended from time to time, the “HIPAA Rules”). Contractor shall further execute the Qualified Service Organization Business Associate Agreement attached hereto as **Exhibit E** and incorporated by this reference herein

33. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Everhealth, LLC

Clackamas County

6/14/23

Authorized Signature

Date

Chair

Date

Bradford T. McLane, Chief Executive Officer

Name / Title (Printed)

Recording Secretary

Date

058725-93

Oregon Business Registry #

Approved as to Form:

FBC/AL

Entity Type / State of Formation

06/14/2023

County Counsel

Date

EXHIBIT A
RFP 2022-95



REQUEST FOR PROPOSALS #2022-95

FOR

**COMPREHENSIVE CORRECTIONAL MEDICAL, DENTAL, PHARMACEUTICAL,
AND MENTAL HEALTH SERVICES AT THE CLACKAMAS COUNTY JAIL**

BOARD OF COUNTY COMMISSIONERS

**TOOTIE SMITH, Chair
PAUL SAVAS, Commissioner
MARK SHULL, Commissioner
MARTHA SCHRADER, Commissioner
BEN WEST, Commissioner**

**Gary Schmidt
County Administrator**

**Thomas Candelario
Contract Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: February 22, 2023

TIME: 2:00 PM, Pacific Time

PLACE: <https://bidlocker.us/a/clackamascounty/BidLocker>

SCHEDULE

Request for Proposals Issued.....	January 17, 2023
Protest of Specifications Deadline.....	January 25, 2023, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	February 1, 2023, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	February 22, 2023, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	July 1, 2023

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, February 22, 2023** (“Closing”), to provide **Comprehensive Correctional Medical, Dental, Pharmaceutical, And Mental Health Services At The Clackamas County Jail**. No Proposals will be received or considered after that time.

Location of RFP documents: OregonBuys

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No. S-C01010-00000

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys.

Submitting Proposals: Bid Locker

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

Contact Information

Procurement Process and Technical Questions: Thomas Candelario, tcandelario@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for

award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an

extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.28 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

The Clackamas County Sheriff's Office ("CCSO") is issuing this Request for Proposals (RFP) to solicit proposals for an Agreement with an entity or provider who can provide comprehensive Correctional Medical, Dental, Pharmaceutical, and Mental Health Services ("Services"), at the Clackamas County Jail ("Facility").

CCSO currently contracts with NaphCare, Inc. (NaphCare) to provide the Services to individuals under the physical custody and control of CCSO at the Facility.

The responsibility for provision Health Care Services to adults in custody (AIC) commences with the commitment of an individual into the custody of the jail and ends with their release into the community, and includes but not limited to: All AIC medical, mental/psychiatric, dental and emergency care screening, evaluation, care, and treatment from intake to release

The Clackamas County Jail can house up to five-hundred (500) Adults in Custody. The selected proposer will supply all labor, materials and supplies necessary to perform the contract. The County will supply office space, desks, copy/fax machines and existing telephone lines with which Proposer will conduct these services.

The goal of this Request for Proposal (RFP) is to identify a qualified Proposer who can provide medically necessary, cost effective services and maintain a level of quality in accordance with current standards established by the National Commission on Correctional Health Care (NCCHC) including all updates throughout the life of the agreement. The successful health care provider (PROPOSER) will provide for medical, dental and mental health staffing and services that meet or exceed the 2021 NCCHC standards including Correctional Mental Health Care standards, Medication Assisted Treatment Programs (MAT) standards, Oregon Revised Statute 169.076, and Oregon State Sheriff's Association Jail Standards. The successful proposer will be expected to remain current including all updates throughout the life of the contract.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Since the mid-1800s, CCSO has been providing law enforcement, court security services and detention services to the citizens of Clackamas County. Currently, CCSO is comprised of over 650 employees. Servicing a county of over 1,600 square miles and population of nearly 500,000, CCSO is responsible for primary law enforcement services of the unincorporated area and the cities of Clackamas County, Oregon.

The Clackamas County Jail holds those adults in custody who are both awaiting adjudication and those sentenced to one year or less. The care and safety of those in jail custody are entrusted to the Clackamas County Jail and its staff. The jail accomplishes this statutorily-required responsibility by providing secure and safe custody and program services for all adult offenders confined within the Clackamas County Jail. Among these obligations is meeting the medical needs of those adults in custody residing at the jail. The average annual jail intake over the last five years is 11,600 individuals. The Clackamas County Jail medical department completes

approximately 15,000 health services appointments each year. These appointments provide services for chronic care, sick calls, dental, mental health service, Medication Assisted Treatment (MAT), and drug and alcohol withdrawal treatment).

The Sheriff's Office is located at 9101 SE Sunnybrook Blvd, Clackamas, OR 97015; and the Clackamas County Jail is located at 2206 Kaen Road, Oregon City, OR 97045. The Facility serves the state's third most-populous county encompassing 1,893 square miles, and employs 127 full and part-time employees. Approximately 16,000 offenders are booked into and processed at the Clackamas County Facility annually. During 2021 which had coronavirus related intake restrictions, there were a total of 8,005 new admissions into the Clackamas County Jail. Of the new admissions, 6,300 were male, and 1,705 were female. The average daily population of the Facility was approximately 224 AICs. Prior to the coronavirus in 2019, there were a total of 14,464 new admissions into the Clackamas County Jail. Of the new admissions, 10,664 were male, and 3,800 were female. The average daily population of the Facility was approximately 467 AICs.

The Facility spent approximately \$208,383 in 2021 for adult in custody medications. Psychotropic medications account for \$35,937 of the total medication costs. In 2019 prior to coronavirus intake restrictions, the facility spent \$319,846 for total medications with \$80,098 being spent on psychotropic medications.

3.3. SCOPE OF WORK

3.3.1. Scope:

A. CONTINUITY OF SERVICE

1. Continuity of service is a must with this contract. The County would expect complete coordination between the incoming Vendors and current staff to facilitate a smooth transition. To that end, the County requests that the successful provider makes every effort to retain existing background cleared staff to include, nursing, physician, psychiatric, mental health and social services staff, when appropriate.
2. The Contractor shall include a Contingency Plan to provide for services in the event of unexpected interruptions of the normal working conditions to include but not be limited to: computer outage, power failure, fire, inclement weather, riot, lock-down, labor strikes, declared state of emergency, or acts of God that would preclude normal expectations.
3. The Contractor shall maintain open and cooperative relationship with the sheriff's office staff, Contract Administrator, and other County representatives

B. EQUIPMENT, DURABLE MEDICAL EQUIPMENT, MEDICAL SUPPLIES

1. Proposer will be responsible for replacing and maintaining all necessary medical equipment, supplies, licenses, certifications, all medical equipment and supplies purchased to provide or improve patient care.
2. All purchased equipment, durable medical equipment, or medical supplies purchased for the operation of the health clinic within Clackamas County jail for the care of adults in custody will be the property of Clackamas County Jail upon termination of the contract.

C. PROPOSER QUALIFICATIONS

Proposers must be qualified, experienced, and able to safely and securely provide and coordinate the comprehensive health services and associated systems of care to meet the needs of AICs at the CCSO's detention and corrections facilities.

1. **Proposer Minimum Qualifications.** Proposals not meeting minimum qualifications will be disqualified. Due to the complex nature and security concerns of correctional facilities, proposer's minimum qualification criteria include, but are not limited to, the following:
 - a. Proposer Experience and Accreditation
 - (1) *Experience.* To be considered a qualified Proposer the County requires Proposer to have a minimum of five years of experience providing like services for a similarly sized jail facilities accredited by the NCCHC.
 - (2) *NCCHC Accreditation.* Clackamas County Jail is currently NCCHC accredited for Health Standards in Jail, Jail-Based Opiate Treatment Program, and seeking accreditation for Mental Health Services.
 - (a) PROPOSER must maintain all NCCHC Accreditations throughout the life of the agreement.
 - (b) PROPOSER must pay for all fees required to maintain this certification.
 - (c) PROPOSER must provide all NCCHC Accreditation reports to the County during and after accreditation process.
 - (3) *Substantiation.* The proposal must include the following information:
 - (a) For each of the above requirements, specify the name(s) and locations of each facility Proposer has provided services.
 - i. Specify date(s) of the facility's NCCHC accreditation.
 - ii. Include data on the average AIC census, the types of medical, mental, dental, and pharmaceutical services provided, and frequency of the different types of services. Identify the services provided at each of the facility or offsite (if applicable).
 - (b) Provide at least three (3) client references that are similar in size and scope of the services, where the Contractor has provided Services as described in this RFP. Reference list shall include agency's name, contact name, contact title, contact telephone number, and contact email address, with a brief description of the Services the Proposer had/has provided.
 - (c) Provide at least five (5) of the Proposer's major suppliers who can speak to the financial capability of the Proposer to carry out the requirements of the RFP. Accounting references can include hospitals, pharmacies, laboratories, medical suppliers, or other contractors that the Proposer is currently utilizing.
 - (4) *Staff Minimum Qualifications.* Clackamas County requires the use of professionally licensed or certified staff (within their practice *i.e.* MD, QMHP, NP, PA, RN, LPN etc.) to perform the various functions needed to provide quality health care to our AIC.
 - (a) *Supervising Doctors and/or Nurse Practitioners.* Each must have at least one (1) years' experience in medical practice at a correctional facility after obtaining his or her credentials.
 - (b) *Health Services Administrator and like supervisors.* Must have a minimum three (3) years of experience providing care in a medical facility of comparable patient acuity; and at least one (1) years' experience providing similar administrative and supervisory duties in their role.
 - i. There is a high preference for those with at least one (1) year of correctional health care experience in an NCCHC accredited facility.

- (c) *Other Licensed Staff.* Must meet the minimum qualification based on licensure or certification to perform their role adequately and effectively within the correctional facility.
- (d) *Background Clearance.* All service providers, employees, and subcontractors working at the detention and correctional facilities must pass and maintain, to the satisfaction of CCSO, a security and background check performed by CCSO. Failure to pass, divulge information, or comply with the background process will prohibit an individual from entry into CCSO facilities. Any security and background checks performed by CCSO shall be in addition to the new hire and routine, background checks, reference checks, and other procedures performed by the Proposer.
- (e) *Substantiation.* The proposal must include the following information:
 - i. Leadership Staff. Proposer shall provide the resumes of the proposed staff with titles/function, their education, certifications, and licenses (including license numbers), as well as years of experience in title/function and years of experience working in a detention and/or correctional setting. If awarded the contract, such documentation and verification is an ongoing requirement for all replacement staff of the successful Proposer.
 - ii. All staff, medical/mental health, nursing, clinical, and administrative personnel must be certified and licensed by the appropriate certification and/or licensing board, as required, by the State of Oregon.

2. Demonstration of Proposer minimum Qualifications.

- b. Proposers must respond to each of the following questions explaining and demonstrating their qualifications.
- c. Each response will be evaluated and scored.
- d. Supporting documentation must be provided for the response to each question.
- e. For each question, required documentation is noted, or examples of supporting documentation have been identified.
- f. Proposers may include additional supporting documentation.
- g. Please note that all proposals will be public record, and all personally identifiable information must be redacted from documentation.
- h. Scoring will be based on the content, depth, detail in the response, and the documentation provided in support of responses.
- i. Failure to provide supporting documentation or inadequate document may result in a reduced or failing score.

3. Staff Qualifications

- a. *Licensing and Credentialing.* Proposer will address how they will ensure that existing staff and new hires possess and maintain all certificates, licenses, and professional credentials necessary to provide quality comprehensive health services as specified under this RFP.
- b. Examples of documentation include copies of policies and procedures, screen shots of electronic system displaying tracking or copies of physical tracking records.
- c. Personal information on individuals are encouraged to be redacted.

4. Medical and Mental Health Services Records System

- a. Description of the Health Records System. Describe Proposer's medical and mental health records system, including electronic access, protections, input, and maintenance process.
- b. *Examples of Medical and Mental Health Records Systems.* Provide examples of the health records systems in place at existing detention and/or correction facilities where Proposer is providing services.
 - 1.) Documentation must include examples of
 - a.) reports
 - b.) redacting for HIPPA compliance
 - c.) tracking medical and mental health conditions and /or problems
 - d.) notification of release without authorizations
 - e.) how requests for records are processed for TORT, patient or provider request, and process in the event of AIC death.
 - f.) Any patient information shown must be fictitious or redacted.
- c. Examples of the Health records systems ability to integrate/communicate with other patient information systems to ensure continuity of care. Such as Collaborative Medical Collective, Care Everywhere, EDIE, State of Oregon immunization and infectious disease reporting, etc.

5. Healthcare Services

- a. General Description. Describe the medical and mental services Proposer has provided in a correctional setting.
- b. Provide documentation that includes at a minimum and not limited to, descriptions of each of the following:
 - 1) On-site care, including equipment and access for AICs;
 - 2) On-call services;
 - 3) Provision of services pursuant to court orders;
 - 4) Coordinating AIC transfers - Documentation demonstrates that Proposer has previously managed contracts with Ambulance Services providers for transfer of AICs, and has a successful track record of contracting and managing such transport services;
 - 5) Coordinating services with outside health care systems or health providers;
 - 6) Dental Services including preventative care, annual screenings and evaluations, urgent/emergent referral processes
 - 7) Provision of prosthesis, glasses and other associated durable medical equipment;
 - 8) Treatment of AIC with substance use disorder (SUD), including medically supervised withdrawal protocols, care coordination, care and treatment of pregnant women with SUD, provisions all forms of medications for opiate use disorder, release planning
 - 9) HIV/STI including screening, notifications, education, medication for treatment and/or working with community organizations for release planning
 - 10) Release planning services including care coordination, if any, with public health agencies and community-based organizations; including up to 30 days of release medications.

- 11) Specialty services and consults including managing and facilitating follow-up care after an AIC returns from an outside medical appointment or procedure; and
- c. Medical Health Care Management. Specify at least two medical and/or mental care management programs Proposer's organization has implemented which comply with NCCHC and community-based standards of care.
 - 1) Documentation may be copies of program specifics showing policies and procedures for maintaining certification and standards of care.
 - 2) Development and Implementation of Programs. Specify if Proposer has developed and implemented a successful comprehensive medical and/or mental care program in a correctional facility within the last five years.
 - 3) Documentation must include clear goals, objectives, policies, and procedures for goal achievements in the clinical environment.
 - 4) Provide copies of materials from the program.
 - 5) The response must also detail if goals and objectives were met.
 - d. Mental Health Care Services. Describe Proposer's experience, protocols, and organizational staffing plans for mental health services.
 - 1) Advise if Proposer provided the services (1) directly or (2) if it was done in coordination with a prior client agency's jurisdictions or County Mental Health Services department.
 - 2) Please provide examples of how Proposer provided coordination of mental health services with outside agencies for release planning
 - 3) Documentation may be policies, procedures, and/or copies of agreements in place to easily and effectively communicate between agencies while compliant with 42 CFR part 2.
 - e. Pharmacy Services. Describe Proposer's experience, protocols, organizational staffing plans, or outsourcing procedures for providing pharmacy services.
 - 1) Provide the number of pharmacists licensed in the State of Oregon
 - 2) Provision for working with 340b pharmacy pricing/distribution for medication designated under 340b guidelines
 - (a) Including release medications for clients with HIV; Penicillin for stock for the treatment of syphilis in an area with a high reinfection rate, and poor treatment compliance
 - 3) Policies, and procedures
 - (a) Methods Proposer will use for dispensing and administering pharmaceuticals in our facility.
 - (b) Provide descriptive procedures and examples for the control, tracking, and dispensing of pharmaceuticals, including controlled substances in a detentions and corrections facility.
 - (c) Provide descriptive procedures for reducing delays in patients receiving prescribed medication
 - (d) Provide descriptive procedures for obtaining, securing non-formulary medication to continue care during incarceration; or provide descriptive procedures for using alternative formulary options were relevant and procedures for securing medications that cannot be substituted and are non-formulary

- (e) Provide descriptive procedures for obtaining/securing medication using a back-up pharmacy
 - (f) Provide descriptive procedures for diversion control.
- 4) Please provide examples of existing detention and/or correction facilities where pharmacy services are in place.
- f. Worker Clearance and Evaluation. Describe how Proposer will provide health screening, including appropriate diagnostic testing, screening and evaluation of workers in our as required by NCCHC, Oregon Jail Standards, and the State of Oregon.
 - g. Prenatal, Pregnant, and Postpartum Services. Specify how Proposer will address the needs of the pregnant and postpartum female population.
 - h. Coordination of Payment for Special and Outside Services
 - 1) Describe how Proposer will provide payment for all consulting medical specialty services, emergency medical and dental care, back-up pharmacy, or other care incurred during incarceration
 - 2) Plans for coordinating medical/mental health services with hospitals for both in-patient and outpatient treatment. Include descriptions of services provided pursuant to court ordered and routine treatment
 - (a) Provide examples of how Proposer is currently providing for such services
 - (b) Documentation may be policies, procedures, and/or copies of agreements
 - i. Emergency Services. Describe Proposer's qualifications and procedures for providing emergency services provided on-site and off-site, including payment for such services. This must include both medical and dental emergencies, as well as emergency transportation.
 - 1) Documentation should include at a minimum the following:
 - (a) Policies and Procedures
 - (b) Billing Statements
 - (c) Summary Notes and Reports from onsite leadership
 - 2) Detailed policy and procedure for how contractor with ensure detainees admitted to the hospital are reviewed to ensure the duration of the hospitalization is not longer than medically necessary given the care that can be provided within the jail.
 - j. Durable Medical Equipment and special medical equipment including, but not limited to, wheel chairs, braces, crutches, etc. Note, each piece of equipment to be brought into either detention facility must be cleared by CCSO staff
 - 1) All DME purchased by vendor for use in direct patient care will remain onsite after the end of contracted services.
 - k. Infectious Outbreak. Specify how Proposer has handled a communicable/infectious disease outbreak (for example SARS-COV-2, Influenza, Ebola, monkeypox, or other systemic/pandemic illness).
 - 1) Include any policies, procedures and/or reports and notifications advising treatment plans.

- 2) Include a description of employees responsible for managing such an incident, who would be responsible for the reporting of such incidents to public health officials, who would be responsible for recording and charting such incidents, and the education programs that would occur to prevent future occurrences of such incidents.
1. Disaster Services. Describe Proposer's qualifications and procedures for providing comprehensive medical and mental services during a natural disaster.
 - 1) Provide current or proposed contingency plans to provide medical services to AICs following a natural disaster or declared state of emergency.
 - 2) Quality Assurance / Oversight / Reporting
 - (a) Protocols and Standards for medical quality assurance review, Continuous Quality Improvement Program (CQI), and implementation of any identified corrective action.
 - i. Including reports and coordinating with quality assurance consultants, medical advisory boards, and other advisory organizations.
 - ii. Include a description of how Proposer will work with quality review committees in CCSO to address identified issues and recommendations for change.
 - iii. Documentation must include proposed policies and procedures.
 - ◆ Documentation may include reports, client feedback, or summaries of how Proposer has improved Proposer's services in the past after incidents or recommendation after quality review.
 - iv. Documentation may include reports, summaries, and prior meeting agendas.
 - (b) Participation with CCSO, the County, and the community, including assignments for meeting attendance when necessary, or called upon, for the improvement of quality of care, or incident review for clients housed within Clackamas County Jail
 - i. Provide titles and levels of experience for individuals to be assigned as coordinators and liaisons for County and community meetings and communications.
 - 3) Structure and Litigation
 - (a) *Organization.* Describe Proposer organizational structure, administrative policies, procedures, and practices that support cost accountability, provision of quality care, quality assurance, medical audits, oversight, and escalation protocols.
 - i. Documentation may include sample reports, organizational charts, job descriptions, policies, procedures, or memos describing identified issues and resolutions.
 - (b) *Penalties and Fines.* Summarize any federal, state, and/or local government investigations conducted in which Proposer

was the subject of during the past ten years which resulted in fines, penalties, or loss of accreditation. Provide a narrative describing these investigations, why they were implemented, and the results of such investigations.

- i. Provide copies of all reports from State or Federal Investigations in the last ten years which resulted in fines, penalties, or loss of accreditation.
- (c) *Terminated Contracts.* Proposer's proposal must disclose any contracts lost, terminated, and/or cancelled over the past ten years, and the reasons why such contracts were lost, terminated, and/or cancelled.
 - i. Provide a list of sites where contracts were lost, terminated, and/or cancelled over the past ten years.
- (d) *Litigation.* Provide a comprehensive list of all litigation in which Proposer has been named as party in the last ten (10) years with the name of the case, court and current status or disposition of suit.
 - i. Include any litigation in which a correctional facility was named while providing services through Proposer, even if Proposer's entity was not named.
 - ii. For all cases include a narrative describing the case, the current status of the case, and if the case has been settled provide any settlement terms including amounts of settlement, any specific performance requirements and any agreement regarding changed procedures for providing services.
 - iii. Include details for any consent decrees associated with providing services to AICs within the last ten years. Provide reason, year, and value for each consent decree.
- 4) Protocols for Court Ordered Care or Treatment of In-custody Clients.
 - (a) Include sample copies of the following plans and protocols and explain how, if at all, they will be revised for services provided to the County.
 - i. Blood Born Pathogen (BBP) exposure in compliance with OAR 33-022-0300
 - ◆ Procedures for testing for HIV, Hep B and/or C, or other clinically appropriate BBP for CCSO deputies and AIC if a BBP exposure occurs.
 - ii. Court Referral Protocols
 - ◆ Procedures and protocols for addressing referrals/orders from the courts for medication, testing, care or treatment as it related to AIC housed within Clackamas County Jail.

- 5) Transition.
 - (a) Include a detailed sample implementation plan for transition of health care services from existing providers.
 - i. Describe lessons learned from previous experiences assuming health care services management from existing correctional facility medical services providers.
 - ii. Include plan for education and training of onsite administration lasting no less than 120 days from the start of the transition process
 - iii. Include process for transferring and/or preserving health information and statistics for compliance with NCCHC standards
 - iv. Include process for ensuring chronic medical and mental health conditions, as well as medications and treatments are continued without delay due to transition.
 - v. Include how an electronic medical records system will be used in this process.
 - vi. Include process for retrieving medical records from previous vendor within the first fourteen (14) days of contract transition.
- 6) ADA Compliance
 - (a) Provide Proposer's ADA Policy related to Medical, Mental, and Dental Health Care Services that is compliant with Title II of the ADA.
 - i. Include process for identifying, tracking and monitoring ADA compliance for AIC designated as ADA eligible.

D. **MINIMAL REQUIREMENTS FOR COMPREHENSIVE HEALTH CARE SERVICES**

1. The CCSO requires a highly qualified vendor to provide comprehensive Services immediately upon the AIC being accepted into CCSO's custody throughout the term of AIC detention.
2. The selected vendor will be responsible for providing and ensuring all medical, mental health, dental, substance use disorder, and pharmaceutical services are brought to the AIC within a timely fashion; The services provided at off-site medical offices and/or facilities within the scope of each facility are followed based on medical opinion for continuation of care, and invoices for such off-site services are paid in a timely fashion.
3. Proposal must demonstrate how the proposer will provide a system of care that meets the unique needs of the CCSO.
 - a. Proposer, through its system of care, programs, and services must provide, at a minimum, the following services, and structure during the term of the contract.

- b. Proposal must describe generally how it will provide the requested services, including the specific requirements contained in this section.
 - c. QUALIFICATIONS. Proposer’s proposal must address the specific requirements. The successful proposer shall provide the following:
4. **SERVICES:** Contractor shall provide comprehensive health care Services for AICs housed at the CCSO jail, including preventative services. Contractor’s services shall include the following minimum levels of service. Contractor will comply with all NCCHC Standards as well as required Oregon Jail Standards for Adults in Custody.
- a. **Health Services.**
 - (1) *Refusal for Entry*
 - (a) Contractor has a process for screening AIC prior to entry into the facility, and referral to a higher level of care prior to acceptance into the Clackamas County Jail.
 - i. Process includes using the CCSO Intake Refusal Form for documentation which will be available in the health record and retained by CCSO HealthCare Administrative Services Manager for review.
 - (2) *Receiving Screening*
 - (a) Receiving Screening is performed on all AICs at the intake facility as soon as possible to ensure that emergent and urgent health needs are met.
 - i. Receiving screening will include screening for disability or DME use, Substance Use disorder treatment and medications, Mental health care and medication
 - ii. Booking takes place intermittently but is heaviest between 10 a.m. and 10 p.m.
 - iii. Mandatory tuberculosis testing is started at the receiving screening in accordance with OAR333-019-0042 and NCCHC standards.
 - iv. There is a process to review and track all intake assessment refusals that includes a process for follow up care and documentation.
 - (3) *Initial Health Assessment.*
 - (a) An initial health assessment shall be given to all incoming AICs
 - i. The physical exam by be completed by the MD, NP/PA, RN, with the appropriate training, as soon as possible but not later than the first (14) days after admission into

the facility as long as the receiving screening includes ADA, Mental health, and SUD treatment questions for follow up.

- (b) Oral Examination will be included in the health assessment.
- (4) *Medical Healthcare Services.*
- (a) Contractor shall provide mental health counseling, treatment, and medication services to AICs during their custody
 - (b) Mental health staff will work collaboratively with CCSO Staff, county behavioral health, forensic psychiatric team, and other community partners to ensure appropriate care coordination during incarcerations.
- (5) *Sick Call.*
- (a) AICs shall have access to essential health care services at all times.
 - i. At a minimum, a licensed RN will be available for sick call seven (7) days per week, and a physician, nurse practitioner, or physician's assistant will be on call for consultation at all times.
 - ii. Sick call shall be held in the medical clinic exam rooms, or at the meal port windows for triage.
 - (b) If Contractor is utilizing care protocols for sick call or urgent/emergent care within the facility, those protocols are available to all contractor staff and a copy is provided to the jails Healthcare Administrative Services Manager (HCASM) annually.
- (6) *Medical Health.*
- (a) The development and implementation of mental health care plans are documented in the health record, and communicated with the appropriate care teams for release planning.
 - i. mental health care plans with clear goals, objectives, policies, and procedures for documenting goal achievements
 - (b) Employees responsible for mental health screening are appropriately trained for this role
 - (c) All approved mental health staff who are eligible, will have education and training as a Clackamas County Director's Designee

- i. This designation is maintained by Clackamas County Behavioral Health unit, and is coordinated through the HCASM.
 - ii. All staff approved as directors' designees will undergo exclusion checks conducted by Clackamas County Behavioral Health credentialing unit at no fee to the contractor. This process ensure compliance through LEIE or SAM for the CCBH division's credentialing and government reimbursement compliance.
- (d) Mental health service providers shall utilize the most current and updated American Psychiatric Association's (APA's) classification and diagnostic tool during clinical encounters
- (e) Contractor's Mental Health Services shall include the following minimum levels of service:
- i. Initial mental health screening conducted at intake
 - ii. A process for intake pre-screening procedure for mental health illness, referrals, and medication (including prescription, dosage, frequency, and last use).
 - iii. AICs with positive findings shall receive a mental health evaluation.
 - iv. After-hours, on-call psychiatric service providers such as a PsyMD, PMHNP, or equivalent QMH provider who can triage, assess, and/or treatment acute mental illness
- (f) Suicide Prevention Program that coordinates with CCSO staff.
- i. This shall include attending program meetings and working in collaboration to provide pre-screening and crisis intervention. Contractor shall provide a psychiatrist, or PMHNP to participate in the program, review issues related to suicide prevention, and address the resolution of problems in accordance with applicable NCCHC standards.
 - ii. Contractor is responsible for the health and well-being of the AIC, including medication, vitals, other medical needs, and confirmation of well-being.
- (g) Crisis Intervention services are available to all AIC within Clackamas County Jail.

- i. A qualified mental health clinician must be available to provide on-site mental health assessments and crisis intervention services seven (7) days per week from 7 a.m. to 5:30 p.m. including holidays and paid time off.
- (7) *Laboratory and Other Diagnostic Testing Services*
 - (a) All laboratory and other diagnostic testing services (X-ray, Ultrasound, etc) occur in-house unless otherwise deemed necessary for AIC transport.
 - (b) All sub-contracted service employees must be escorted and accompanied into the facility by a CCSO background cleared staff member
 - (c) Contractor assumes responsibility for all sub-contracted services and employee(s) of sub-contracted services while working with Clackamas County jail.
 - (d) Any STAT lab procedures are reviewed with staff, and utilized when appropriate.
 - (e) Clinical Laboratory Improvement Amendments (CLIA) waived on-site lab services for use by the appropriate HCP staff
 - i. Contractor will maintain CLIA waiver compliance at the 2206 Kaen Road and the 9000 SE McBroad St location.
 - ii. This includes an fees associated with compliance and non-compliance with CLIA rules.
 - (f) Blood borne pathogen testing for jail staff or HCP staff in the event of a BBP exposure by an AIC. OAR 333-022-0300 describes the process for requesting that a source person be tested.
 - i. Contractor has a process for reporting BBP exposure test results with those involved in the exposure.
- (8) *Chronic Care*
 - (a) Contractor has a process for identifying and tracking chronic care appointments
 - (b) Contractor has a process for tracking chronic care refusals
 - (c) Chronic care appointments occur within the first thirty (30) days of booking
 - (d) A list of chronic care visits completed for the month will be provided to HCASM
 - (e) A detailed care plan with individualized treatment options are included in the care plan

- i. Education is provided to AIC during their chronic care visit and documented in the health record.
 - ii. Treatment plans are set in place by qualifying health care providers
 - iii. Plans include diet, medication, diagnostic testing, and frequency of follow-up medical evaluation.
 - iv. Adjustment of treatment modalities as clinically indicated.
- (f) Protein drinks or other nutritional supplements ordered by the Contractor are the fiscal responsibility of the Contractor.
- (g) The Contractor shall provide identification, testing, counseling, education, care, treatment and follow-up for HIV/AIDS for AIC.
 - i. This responsibility shall include the provision for payment for all HIV related medications.
- (h) The Contractor shall provide identification, testing, counseling, education, care, treatment and follow-up of MRSA and related conditions. This responsibility shall include the provision for payment for medical care and pharmaceuticals.
- (9) *Pharmaceutical Operations*
 - (a) A periodic review of prescribing practices to ensure appropriate use of high-risk medications within the correctional setting.
 - (b) A review of the formulary for identification of possible improvements to treatment during incarceration
- (10) *Medical / Special Diets*
 - (a) Medical provider recommendations for all medical diets.
 - (b) Medical provider will not be responsible for religious, vegan/vegetarian diets.
- (11) *Hospital, and Emergent Care & Transfer*
 - (a) Contractor shall make payment arrangements for all emergency transports, in-patient and out-patient service, care, treatment, or transfer following booking.
 - (b) Contractor shall enter into agreements with and use the providers within the service area.
- (12) *Dental Services*

- (a) Onsite dental services shall comply with NCCHC Standards for Oral Care, providing for emergency, medically necessary, and non-emergency dental services, including but not limited to extractions, hygienic cleanings, and annual exams.
 - (b) Dental providers will be responsible for referral for care that cannot be provided on-site
 - (c) Dental Services hours will occur on designated Saturday or Sunday's, and will include a dentist (DDS) and a dental assistant.
 - (d) Annual evaluations will be completed by the dentist or a licensed/certified dental hygienist.
- (13) *Jail-Based Opiate Treatment Program*
- (a) Contractor will have policies and procedures that accommodate a jail-based opiate treatment program.
 - i. If such policies do not exist, the contractor will work with the jail HCASM to ensure all policies meet NCCHC, State, and Federal guidelines for SUD treatment
 - (b) Medically Supervised withdrawal program to assess, treat, and manage withdrawal from drugs and alcohol.
 - (c) Provisions to provide a methadone maintenance, and when necessary.
 - i. Contractor will coordinate payment of said services with the appropriate off-site state certified Opiate Treatment Program when appropriate
 - ii. Contractor will follow all state and federal regulations regarding obtaining, storing, and dispensing methadone during incarceration
 - (d) Provisions to provide all medications used in the treatment of substance use disorders such as Sublocade, naltrexone, Vivitrol, buprenorphine or suboxone.
 - (e) Contractor shall assure that pregnant women with histories of drug dependency are evaluated and immediately and referred within four hours for high risk obstetrical evaluation. Contractor shall coordinate and pay enrollment and assessment services of pregnant opiate addicted women for methadone maintenance programs.
 - (f) Care coordination services that includes physical mediations in property for release in quantities

sufficient to get the client through to the first follow up appointment with the community provider and coordinating with the local methadone clinics to receive medications for active clients within the OTP.

(14) *Release Planning*

- (a) A continual process to evaluate for release planning will be in place for all clients with chronic health conditions, mental health illness, pregnant females, illness or injury sustained during arrest or detention, and all those with substance use disorder as part of the Opiate Treatment Program.
 - i. This plan will include up to thirty (30) days supply of medication provided at release, and be available in the property bin.
 - ii. Follow up appointments when appropriate given the condition being evaluated or treated.
 - iii. Appropriate medical records will be shared with treating clinician upon release.

(15) *Special Needs of Pregnant and Postpartum Women*

- (a) Care for the special needs of pregnant and postpartum women, including, but not be limited to
 - i. Optional Screening and testing for pregnancy at the time of booking the AIC into the facility;
 - ii. Following Pregnant Female Protocols established by statute of regulation and CCSO Policies and Procedures. Any new protocols must be approved in writing by CCSO;
 - iii. Referrals and coordination with community-based SUD treatment program
 - iv. Postpartum women will have access to breast pumps during their stay at CCJ
 - v. Prenatal & Postnatal education and counseling; and
 - vi. Coordination of special medical services, if requested by CCSO, to include termination of pregnancy, Contractor shall provide verification by supplying copies of written agreements with service providers to assure the continuous availability of the full range of routine and emergency obstetrical services including management of high-risk conditions.

- (16) *Dentures, Glasses, prosthetics care/repair in custody*
- (a) Contractor will provide and/or make payment for medically necessary glasses, dentures, or prosthesis care/repair during incarceration as determined by the medical director.
 - i. Such services will be ordered and approved by the medical director
 - ii. This includes other durable medical equipment associated with prosthesis /glasses/dentures.
- (17) *Durable Medical Equipment.*
- (a) Contractor is responsible for payment and procurement for all special medical equipment
 - i. Special medical equipment shall be defined as durable medical equipment (DME) includes, but is not limited to diabetic supplies, canes, crutches, walkers, commode chairs, home type oxygen equipment, traction equipment, etc., excluding wheelchairs.
 - ii. As further defined, DME is equipment which 1) can withstand repeated use, 2) is primarily and customarily used to serve a medical purpose, 3) is generally not useful to a person in the absence of illness or injury, and 4) is appropriate for use in the AICs housing area.
 - iii. The use of any DME within the Facilities will be with the approval of the CCSO.
 - iv. For any major equipment, including beds and lift mechanisms, Contractor shall meet with CCSO to discuss the use and procurement of the equipment.
- (18) *HIV, Syphilis, or other STI*
- (a) Contractor shall cooperate with public health for testing and treatment of current diagnosed HIV, Syphilis, or other STI
 - (b) newly diagnosed HIV, Syphilis, or other STI will be treated based on treatment standards appropriate for the Portland Metro geographical area, and recommendation from local public health authority.
- (19) *Dialysis Services*
- (a) Dialysis services shall be provided by Contractor

- (b) Contracts and payments with dialysis service providers will be the responsibility of the contractor

5 CLINIC/OFFICE SPACE, FURNITURE & EQUIPMENT

- a. CCSO shall provide the space, limited furniture, fixtures, utilities, telephone (excluding long distance and toll calls), and security necessary for efficient operation of the Health Care System.
- b. Contractor shall be responsible for the purchase of all new equipment, and replacement of jail owned equipment as needed
 - i. HCASM is the contact person for communication of department needs during transition and throughout the duration of the contact.
- c. The jail shall retain ownership of all equipment purchased for patient care at the end of the contract time period.
- d. Contractor shall be responsible for providing its own computers, servers, software, office chairs, ergonomic-related equipment for office and computer work stations and internet/data connection services.
 - i. CCSO reserves the right to refuse to allow any item into the Facility if they determine it poses a security risk. CCSO may require approval of the vendor and method of internet/data connection services.

6 COUNTY SHERIFF'S OFFICE STAFF SERVICES.

- a. The Contractor will provide the following services for Sheriff's Office staff:
 - i. Annual tuberculin skin testing
 - ii. Hepatitis vaccinations
 - iii. Emergency intervention for onsite injuries to employees or visitors
 - iv. Flu vaccinations
 - v. COVID Vaccination
- b. The HCASM is coordinate needed services for Sheriff's office employees with assistance from the Health Services Administrator or Director of Nursing

7 STAFFING.

- a. Proposer shall provide medical, mental, dental, technical, and support personnel for rendering the comprehensive health services to AICs within the facility.
- b. The staffing pattern shall be based on an average daily population (ADP) of 500 AICs on a monthly basis.
 - i. If the AIC population increases to a level greater than a 500-ADP on a monthly basis, the Contractor shall charge a variable cost per diem to cover the incremental variable costs of providing services to an additional population.
- c. Proposer shall provide in the RFP response, the following:
 - i. Recommended staffing and rationale for recommendations
 - 1. Use the following column headings for recommended staffing for all shifts

POSITION / TITLE	RECOMMENDED SCHEDULED HOURS							ONSITE / OFFSITE	Full-Time Equivalent (FTE)
	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.		

- ii. Recommendations should include
 - 1. position/title, number of proposed employees for each position/title
 - 2. number of hours per week, per shift
 - 3. corresponding FTEs
 - 4. a brief description of how the recommendation can best meets CCSO's needs
- d. CCSO requires the following staffing in addition to planned staffing the contractor suggests
 - i. QMHP seven (7) days per week, ten (10) hours per day
 - ii. One (1) Health Services Administrator
 - iii. One (1) Registered nurse for sick call seven (7) days per week
 - iv. One (1) Registered Nurse - Charge Nurse seven (7) days per week, twenty-four (24) hours per day
 - v. One (1) Registered for booking seven (7) days per week, twenty-four (24) hours per day
 - vi. One (1) Registered nurse for MAT/ jail-based opiate treatment program care coordination 40 hrs per week, Monday – Friday
 - vii. One (1) Licensed Practical Nurse seven (7) days per week at our off-site residential program located at 9000 SE McBrod Ave, Milwaukie, OR 97222
- e. **Variable Cost per Diem.** The variable cost per diem that the Proposer will charge to cover the incremental variable costs of providing services in excess of 500 ADP on a monthly basis.
 - i. **Option.** Proposer has the option to provide a Doctor of Nursing Practice to function as “Site Director,” in lieu of a Doctor of Medicine (“Medical Director”). The Nurse Practitioner (NP) in Oregon is a licensed, independent practitioner able to make differential diagnoses, develop a treatment plan, prescribe medications, etc. There is no need for the NP to have a physician who supervises nor does the NP need to work under a collaborative agreement/supervision with a physician.
- f. **Resumes.** Proposer shall include the resume of qualifications for each of the individuals filling the recommended positions for medical director, Health Services Administrator, PMHNP, MAT RN positions.
- g. **Adequate Staffing.** Contractor must maintain adequate staffing based on Average Daily Population (ADP) levels and the contract. Pricing in proposals must address each position, and at all times Contractor shall:
 - i. Ensure all positions are filled for each shift proposed. Adequate staffing, for 24-hour coverage 7 days per week
 - ii. React and promptly accommodate the consistently changing population in the jails.
 - iii. Provide CCSO specific details throughout the term of contract on staff coverage to ensure continued 24-hour coverage.

- iv. Maintain designated full-time equivalents (FTEs) at all times (i.e. should a person go on vacation they must be replaced). Staffing plan shall include consideration for a relief factor for practitioners.
- v. The staff positions, including the Medical Director or Site Director, must provide written notification to the Command Staff prior to any scheduled time away from the Facilities including vacations and any unscheduled time, such as for illness. The notice will include the name of the alternate staff to act on behalf of the staff during his/her absence(s) from the Facilities.
- h. ***Credit for Inadequate Coverage.*** Any Work Post left vacant will result in a credit to the County equal to the Contractor's cost of that position had the Work Post been staffed (salary plus benefits of the individual assigned to that Work Post for the hours the post is vacant). In addition, Contractor shall be liable for penalties pursuant to the terms of the contract.
- i. ***Penalty for Inadequate Staffing.*** Each facility must be fully staffed for the number of AICs in custody in accordance with the agreement and factoring in any special circumstances at any given time such, as high rates of illness. In addition to any other relief and or cause action, the County shall be entitled to a penalty if there is inadequate staffing for any Work Post(s). A Work Post is considered staffed when a qualified individual is present at the facility performing all duties of the position. In the case of the "on call" physician the position is adequately staffed when a qualified physician is immediately reachable by phone and available to come to the facility if needed. Contractor shall pay a penalty for each Work Post that is not adequately staffed. Any time a Work Post is not adequately staffed for more than two 12-hour days, CCSO may assess a penalty amount per day per shift position for the inadequately staffed shift position(s). If the County does not assess a penalty on any occasion(s) it does not waive its right or ability to assess penalties in the future. Refer to Exhibit 1 – Service Level Agreement.
- j. ***Staffing Documentation***
 - i. Contactor shall provide the following:
 - 1. Work post by shift, by week, and per month.
 - a. Accurate monthly staffing report will be forwarded to the HCASM no later than the 5th business day of each month
 - b. All shifts not accounted for will be subject to penalty
 - 2. Daily shift coverages are to be posted where visible to all staff

8 COUNTY JAIL STAFF TRAINING

- a. Contractor shall provide on-going staff training on comprehensive health and mental health issues accreditation standards
- b. Work directly with the HCASM on yearly education agenda
- c. A copy of training will be forwarded to the HCASM for review

9 PHARMACEUTICALS

- a. Contractor shall provide pharmacy services, directly or through an approved subcontractor, that meet Oregon Board of Pharmacy rules and regulations (ORS 855; ORS 689) within a correctional facility.
- b. Contractor shall establish a qualified pharmaceutical committee to review inventory and controls management for all drugs.

- i. A qualified pharmacist, licensed by the State of Oregon with correctional facility experience, shall be a member of this committee.
- ii. Contractor shall provide annual reports on the cost of all medications used within Clackamas County jail.
- c. Contractor shall dispense medications to AICs using a system that includes tracking, accountability, and ease of transporting and providing the medications.
 - i. Procurement of medication not in stock within 24 hours of the medication order.
 - ii. Procurement & maintenance of a 7-day stock of all commonly used medications, to include HIV, injectable medications, psychiatric and over-the-counter medication.
- d. Contractor shall also have available and ready to implement an alternative system and upon the request of the CCSO, Contractor shall promptly transition to the secondary

10. TRANSPORTATION

- e. Contractor shall have a contract with a licensed ambulance entity and pay for necessary ambulance transportation for non-emergency related transports.
 - i. If requested, Contractor shall provide a copy of the contract to County.
- f. Contractor shall pay for the costs of transportation and any other extraneous expenses related to the transfer to or housing of AICs in outside medical facilities.

11. MAINTENANCE OF ACCREDITATIONS

- a. Clackamas County Jail is currently NCCHC accredited for Health Standards in Jail, Jail-Based Opiate Treatment, and seeks accreditation for Mental Health Services in 2023.
 - i. Contractor maintains all NCCHC Accreditations throughout the life of the agreement.
 - ii. Contractor pay for all fees required to maintain this certification.
 - iii. Contractor provides all NCCHC Accreditation reports to the HCASM during and after accreditation process.
 - iv. Compliance with NCCHC accreditation is mandatory.

12. OVERSIGHT REPORTING/QUALITY ASSURANCE

- a. In addition to the HCASM oversight, CCSO may, at its own expense, contract with a neutral third party experienced in medical quality assurance reviews (“Quality Assurance Consultant”).
 - i. The services of this third-party consultant may include items such as conducting monthly audits of AIC medical records for treatment of medical conditions in order to evaluate the timeliness of care, appropriateness of assessment, treatment, and type of provider and level of care.
 - ii. Contractor shall cooperate fully, without haste, with CCSO’s Quality Assurance Consultant including providing full and immediate access to records, including AIC medical records

- iii. Contractor will work with HCASM, quality assurance consultant and committees to assist County in refining goals for minor and major quality/care improvement initiatives.
 - 1. Error rates shall be set for a variety of categories including but not limited to services levels and record keeping.
- iv. Results of the medical quality assurance reviews, as well as recommendations for corrective action, will be provided to Contractor.
- v. Contractor will take recommended corrective action, or will advise CCSO in writing why such corrective action should not be taken.
- vi. Contractor will cooperate with procedures to resolve any impasse in recommendations to take corrective actions.
- vii. Contractor shall provide written responses to County regarding all issues identified in the medical quality assurance reviews within 30 days of receiving them unless an extension is granted in writing by CCSO.
- viii. Contractor shall provide quality services with a low error rate. If Contractor's error rate exceeds the goal limits set for either minor errors or major errors, they will be subject to penalties, in addition to any other remedies and actions the County may have. Refer to Exhibit 1 – Service Level Agreement. Failure to maintain a low error rate may also result in termination of the contract for failure to provide adequate services.

13. COMPLIANCE WITH LEGAL REQUIREMENTS. Contractor shall comply with all relevant legal requirements including but not limited to the following:

- a. ***AICs with Disabilities, Mental Health Issues, and Gender Matters.*** Contractor shall comply with and abide by the federal and state laws as they relate to AICs, including but not limited to the Americans with Disabilities Act (ADA), AICs determined to have a mental issue, and matters involving transgender AICs.
- b. ***Prison Rape Elimination.*** Contractor shall adopt and comply with the Prison Rape Elimination Act (“PREA”) standards, and make information available to CCSO, to demonstrate its PREA compliance.

14. HAZARDOUS WASTE MANAGEMENT. Contractor shall be responsible for the removal and disposal of hazardous medical waste materials. Removal and disposal will be in accordance with applicable local, state, and federal rules, regulations, and codes.

15. GRIEVANCE PROCEDURE. Contractor will follow the current grievance policy and procedure with the CCSO for the communication and resolution of AIC and staff complaints or other items regarding any aspect of health care delivery. Contractor shall identify an individual to respond to and act as the primary contact with CCSO in reviewing and responding to complaints. Contractor shall promptly respond and provide information to CCSO and adhere to all timelines for responses. When the assigned individual is on vacation or otherwise unavailable, coverage must be provided, and a responsible individual identified to the CCSO.

16. ACCESS. Security staff shall accompany health care staff in providing health care services in secure areas in accordance with written policies or procedures. Contractor, their employees, agents, and contractors shall follow CCSO policies and procedures at all times.

17. CLAIMS AND LEGAL ACTIONS. Contractor shall actively and fully cooperate with County Legal Counsel and Risk Management staff in the investigation, defense or and

other work related to any claim or legal action against or on behalf of the County, including any of its departments, employees, volunteers or agents.

18. TRANSFERS, RELEASES AND CONTINUITY OF CARE

- a. **Public Health Notification.** Contractor is responsible for notifying the appropriate public health agencies of reportable illnesses and communicable diseases, and will make such reports prior to AIC release where possible.
- b. **Transfer of Health Records.** Health records of an AIC who is being transferred, whether for medical or other reasons, shall be evaluated by medical staff and a transfer summary completed.

19. CONTRACT ADMINISTRATOR

- a. The contract administrator is the Healthcare Administrative Services Manager (HCASM)
- b. Contractor shall work collaboratively with the HCASM for all items related to contract compliance, accreditation, and quality control.
- c. The HCASM will have free and ready access to all medical records & reporting systems used to manage AIC care.
- d. The HCASM is the Contract Compliance Officer whose responsibilities include, but are not be limited to:
 - i. Contract compliance
 - ii. Fiscal Considerations
 - iii. Liaison with provider and respective County agencies
 - iv. Program development assistance
 - v. Accreditation Compliance
 - vi. Quality Improvement
 - vii. Jail-Based Opiate Treatment Program Operations
 - viii. Program's Compliance under Oregon Health Authority domain

20. MEDICAL RECORDS

- a. Individual AIC health records shall be fully and properly maintained, including but not limited to:
 - i. Pre-screen history
 - ii. Medical evaluation report
 - iii. Complaints of injury or illness and action taken
 - iv. Physician orders
 - v. Progress notes
 - vi. Names of all personnel treating, prescribing, and/or issuing education
 - vii. Medications administered
 - viii. All laboratory, x-ray, and other documentation of treatment provided
 - ix. Documentation of all off-site services and consultations
- b. Downtime procedures defined by policy will be shared with the HCASM
- c. Confidentiality of the health care records as is required by law.
- d. All medical records shall be and remain the property of the County. In the event of a contract termination, Contractor shall confirm County has received and has access to the full updated and accurate historical records during the entirety of the contracted time period.
- e. HCASM/ Contract Administrator will have full access to the health records including the ability to generate reports

- f. Contractor shall cooperate with the County and third parties authorized by County for medical records review.
- g. Specific Performance Requirements and Penalties.
 - i. Contractor shall be subject to penalties for error in record keeping.
 - ii. Penalties shall be based on type and frequency of errors and be assessed in increasing increments. A minor error might include, but is not limited to, “file not found,” “signature” or “documentation missing.” A major error might include but is not limited to, an error that caused severe injury, extensive delay in providing medical services, or failure to abide by judicial orders. These penalties are in addition to any other remedies and cause of action.

21. **REPORTING.** The Contractor will have reporting processes. Cost and quality assurance reporting must be submitted to the County monthly, in addition to the Staffing Documentation listed in Section D.5 of this RFP. Minimum reporting would consist of the following:

- a. Aggregate Cost Reporting for all claims processing and aggregate cost calculations for external providers, hospitalizations, and pharmacy payments must be completed after December 31st for the prior fiscal year which ends on June 30th.
 - i. Claims for prior fiscal year costs reported after December 31st will not be paid by the County, and will be the responsibility of the Contractor. The reports shall include:
 - 1. Early notification to County for anticipated amounts over the estimated aggregate cost due to unusual or extraordinary procedures encountered during the fiscal year
 - 2. Quality assurance reports
 - 3. Monthly actual staff reports with hourly billing rates submitted within 15 days after the end of the month for review at the Monthly Audit Committee meeting (MAC)
 - 4. Monthly statistical reporting for review at the MAC
 - 5. Monthly utilization statistics and savings realized from Affordable Care Act
 - 6. Monthly and annual prescription utilization and annual formulary
 - 7. A roster of chronic care patients shall be maintained and supplied to Clackamas County Jail Liaison on a weekly basis
 - 8. Covered 340b medications and services
 - 9. Medication error and adverse event reporting
 - 10. Opiate treatment program reporting
 - a. Number of clients on medications (methadone, buprenorphine, vivitrol)
 - b. Number of pregnant clients enrolled
 - c. Number of Narcan kits dispensed
 - d. Number of New enrollees
 - e. Number of Continuation
 - f. Number of sick calls completed
 - ii. For reports not listed here, but required for State or Federal reporting, or reporting for accreditation, the contractor will work with the HCASM or Jail Commander to full-fill the reporting request for the specified time period
 - iii. Other Annual Reporting

1. *Credentials Report.* Contractor shall submit an annual Compliance Report by calendar year, due each year no later than January 15, to CCSO on all applicable certifications, accreditations, and licenses during the life of this contract.
2. *Health Appraisal Status Report.* Contractor shall prepare an annual report by calendar year, due each year no later than January 15 to CCSO on compliance with federal laws and Oregon laws, regulations, and codes, including, but not limited to compliance with PREA and the Americans with Disabilities Act. Report shall include but not be limited to:
 - a) AIC requests for various services
 - b) AICs seen at sick call
 - c) AICs seen by physician
 - d) AICs seen by dentist
 - e) AICs seen by psychiatrist
 - f) AICs seen by psychologist
 - g) AICs seen by OB/GYN
 - h) AICs seen by case manager
 - i) Out Patient Housing Unit admission, patient days, average length of stay
 - j) Mental Health referrals
 - k) Off-site hospital admissions
 - l) Medical specialty consultation referrals
 - m) Intake medical screening
 - n) History and physical assessments
 - o) Psychiatric evaluations
 - p) Specialty clinics attendance and screenings in house
 - q) Diagnostic studies
 - r) Report of third-party reimbursement, pursuit of recovery
 - s) Percentage of AIC population dispensed medication
 - t) AICs testing positive for venereal disease
 - u) AICs testing positive for AIDS or AIDS antibodies
 - v) AICs testing positive for TB
 - w) AIC mortality
 - x) Number of hours worked by entire medical staff, specifying each post or shift
 - y) Other data deemed appropriate by the Commander of Detentions and Corrections Division or the CCSO Contract Administrator

iv. Other Annual Reporting

1. Cost of Pharmacy/Medications for all AIC
2. Cost of Pharmacy/Medications for all AIC with psychotropic prescriptions
3. Cost of Pharmacy/Medications for all AIC receiving HIV medications
4. Cost of Pharmacy/Medications for all AIC receiving MOUD/MAT Medications paid for by the contractor.

5. Total Payments for Hospitalizations & offsite services not covered by Medicaid or private insurance.
- v. Quarterly Reporting
1. Quarterly reporting of AICs with mental health conditions to be provided to the jail due to CCSO by the 15th of each month following the end of the quarter. Reports shall include:
 - a. Number of AICs with mental health conditions to be provided to the jail. Report shall include:
 - i. Number of AICs with “Mental Illness” defined as individuals with mental health conditions
 - ii. Number of AICs with “severe and persistent mental illness” which is defined as psychotic disorders and major affective disorders including severe recurrent depression and bipolar disorders
 - iii. Number of AICs placed on suicide watch
 - iv. Number of AIC suicides
 - v. Number of times that the HCP recommended use of forced medications and how many times forced medications actually occurred.
 2. Quarterly Summaries. Describes progress toward agreed-upon objectives for the services and the status of special projects or reports requested. This report shall contain data reflecting the previous quarter’s workload, without identifying the AICs’ personal information. The report is due to CCSO by the 15th of each month following the end of the quarter.
 3. Quarterly Health Services Utilization Report. Contains statistical reports on health services utilization, with the data set and report formats approved by CCSO. A quarterly synopsis of this data shall also be prepared and provided to CCSO by 15th of the month following the end of each quarter.
- vi. Monthly Reporting
1. *Statistical Information.* Contractor shall maintain general statistics and record keeping about the services provided. Contractor shall make available to the County accrued data regarding services provided. Data shall be compiled in appropriate reports as defined by CCSO and be provided in a monthly report due by the 15th of each month for the previous month’s data. Such reports shall be in a format that does not contain any personally identifiable information about AICs.
 2. *Work Post Expense Report.* Contractor shall provide monthly payroll expense reports which include the cost of staffing each position, including salary and employer paid benefits, per Work Post position. The information must be in such a format and usable to calculate any credits for inadequate Work Post coverage/staffing, and due to CCSO by the 15th of each month for the previous month’s data.
 3. *Offsite Activity/Cost Report.* Contractor shall provide an off-site activity/cost report by the 15th of each month for the previous month’s data. The report shall contain any and all off-site costs,

reports outlining off-site outpatient, in-patient, emergency room visits, and clinical services visits.

vii. Daily Reporting

1. Contractor shall submit a daily report for the previous 24 hours prior by 9:00 am which includes the following:

- a.* Transfers to off-site hospital emergency departments
- b.* Communicable disease reporting
- c.* Suicide data (i.e., attempts and precautions taken)
- d.* Report of status of AICs in local hospitals and infirmaries
- e.* Staffing rosters
- f.* Submit completed medical incident report copies
- g.* Submit completed medical grievance report copies
- h.* A list of lost medical files
- i.* Intake screenings performed

viii. Summary of Schedules. Reporting and Scheduled Reviews shall adhere to the following:

- 1.* All reports should be provided to CCSO Jail Operations Lieutenant, with copies to other individual as identified by CCSO.
- 2.* Daily reports shall be submitted daily by 0900 hours for the previous 24 hours.
- 3.* Monthly reports shall be submitted by the 15th calendar day of each month for the previous month's data.
- 4.* Quarterly reports shall be submitted by the 15th calendar day of each month following the end of the quarter.
- 5.* All other annual reports other than Aggregate Cost Reports shall be submitted by January 15th for the previous year's data.

22. POLICY AND PROCEDURES.

- a.* Contractor shall maintain an updated on-site procedures manual that meets the requirements of applicable standards as outlined by the NCCHC, as well as any requirements of the CCSO.
- b.* Separate manuals for Emergency Response, Pharmacy, and Quality Improvement should also be maintained onsite.

23. UTILIZATION MANAGEMENT

- a.* Contractor shall be responsible for ensuring notifications are made for enrolling AICs in the Oregon Medicaid Program, as applicable.
- b.* In the event that healthcare services provided to AICs of the Facilities are covered by third party payments, e.g., Workers Compensation, health insurance through the Affordable Care Act, fault insurance, private health insurance, etc., Contractor shall bill the third-party payor for the provision of such covered services in the same manner as if the healthcare services were provided by a private physician or health service. For each year of the Agreement Contractor shall, as an offset to its costs, retain 60% of all payments it receives from third party payers. The remaining 40% received by Contractor shall be credited to the County in the next invoice following their receipt. Contractor shall not be entitled to claim reimbursement from County programs including Medically Indigent Adult Program, County Workers' Compensation, and County employee health insurance.

- c. Contractor shall perform utilization/case management services to monitor the necessity and appropriateness of inpatient hospital care and other outside medical services
24. **PRICING.** Pricing shall be submitted in a separate sealed envelope. Proposer shall indicate how Proposer will provide innovative and cost-effective pricing, while providing opportunities to share in cost savings with CCSO.
- a. Pricing is for comprehensive Services without limitations, including on-site AIC health care, furnishing of all professional services, labor, supplies, insurances, licenses, outside health services and pharmaceutical expenses, and any applicable taxes necessary or proper for completion of the scope of work
 - b. The cost of off-site medical services includes inpatient hospitalization costs, emergency room visits, ambulance transportation expenses, outpatient surgeries, outpatient physician consultations, outside specialist fees, off-site diagnostic procedures, all dialysis treatments, both onsite and offsite, and managed care network fees.
 - c. Components covered under pharmaceutical costs include: Over the counter (O.T.C.) medications, formulary and non-formulary medications, back-up pharmacy expenses, injections, vaccines (including Hepatitis B, flu and rabies), courier service and dispensing fees.
 - d. CCSO payments to Contractor shall be less any monthly telephone charges for toll and long-distance telephone calls made from Facilities' provided telephones, upon receipt of invoice from the County.

25. **TRANSITION**

- a. **Transition Team.** For transition to and from providing services, Contractor and CCSO shall establish a transition team composed of appropriate medical and correctional staff, including medical records and clinical representatives, and any CCSO-identified consultants. Contractor shall follow the transition plan approved by CCSO. Contractor shall cooperate fully with, as applicable, the prior or subsequent vendor in effecting a smooth transition.
- b. **Transition to Providing Services.** If the current contractor is not the successful proposer, the successful proposer shall work cooperatively to transition into providing services. Contractor shall be responsible for, but not limited, to the following:
 - i. Preparing proposed transition plan.
 - ii. Preparing a strategic/operational plan.
 - iii. Conducting in-service training to Contractor staff and appropriate County staff:
 - iv. Contractor's New Hires will be trained and certified in Basic Life Support-Cardiopulmonary Resuscitation (BLS-CPR) with re-certification provided as required by the regulatory body.
- c. Contractor shall provide Contractor's New Hires will be provided with an Orientation addressing the policies, procedures, and practices of the onsite health care program. Orientation regarding other facility operations will be the responsibility of the Facility.
- d. Supervision and development of a disease/injury oriented medical record system.
- e. Developing drug utilization data and evaluating existing inventories.
- f. Establishing professional contracts with referral facilities.
- g. Personnel recruitment and hiring.

- h. Ordering of supplies and equipment.
- i. Developing both internal and external plans for emergency care.
- j. Establishing reporting procedures.
- k. Medical records, including electronic medical records software systems.
- l. Transition of services from the current vendor, including but not limited to pending and future appointments and follow up on care needs for current and active medical cases.
- m. All applicable licensure requirements shall be met prior to the start of the Contract. A written list with the names, years of experience, and types of license held for persons who will be providing these services must be given to the CCSO during the transition phase.

i. ***Transition from Providing Services.***

1. *Conclusion.* In the event Contractor will no longer be providing services for any reason including but not limited to termination of the Agreement, Contractor shall be responsible for ensuring that the management, operational, and reporting responsibilities for health services are transferred as efficiently as possible and with as little interruption as possible.
2. This transfer includes all information the contractor acquired, generated, or maintained for the purposes of NCCHC accreditation, not limited to:
 - a. *MAC Mtg minutes & sign in sheets*
 - b. *Staff Mtg minutes & sign in sheets*
 - c. *CQI Mtg minutes, studies, & sign in sheets*
 - d. *Staff training minutes & sign in sheets*
 - e. *OTP reports*
 - f. *M&M Mtg Minutes & sign in sheets*
3. Transfer of all information will be via external hard drive, and will be complete no less than 5 days prior to end of contract.
4. All Medical Records will be transferred to new health contractor no more than 5 days after the end of contract.
 - a. *For electronic health records, the HCASM, medical assistant, & the Health Services Administrator will maintain access to electronic health record system for 30 days after the end of contract to ensure all records are received.*
5. Contractor shall cooperate fully with the County and any service provider(s) during the transition.
6. *Continuity of Care.* Contractor shall allow their personnel to apply for and receive a position with the new provider(s) without penalty or payment of a finder's fee, or any other fee, assessment or charge of any nature, assessed to such provider or the County

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2028**, with the option for two (2) additional two (2) year renewals thereafter subject to the mutual agreement of the parties.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with

Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract, for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 28 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Article II, Paragraph 31 – Cooperative Contracting
- Article II, Paragraph 32 – Federal Contracting Requirements
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
- Sexual Molestation/Abuse: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria.

The proposals received in response to this RFP will be evaluated and scored by the evaluation committee with the top scoring firms (“Finalists”) (Phase 1) being invited to present their proposed solution. (Phase 2) The County will determine if the presentations will be on site or virtual.

After all of the presentations are completed, the members of the selection committee will discuss the strengths and weaknesses of the presentations. The members of the selection committee will then score the finalists based on all information presented and heard during the presentations.

Final scoring will be based on finalist’s presentation, and any questions during the interview stage, and through that response, how well each firm can meet the Project and County needs. The firm that has the highest overall presentation Score will be deemed the Apparent Successful Proposer and enter into negotiations for a contract.

Final scoring of the presentation will be separate and not cumulative from the short-listing. The invited Proposers will be notified of the time, place, and format of the interview/demo. Based on the presentation, the evaluation committee will complete their finalist scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

Category **Points available:**

<u>Phase 1 Criteria</u>	Max Points
Background and Qualifications	40
Program/Design Strategy	60
Pharmacy Services	25
Equipment and Supplies	10
Comprehensive Health Services/Aftercare/ Release Planning of Adults In Custody	75
Quality Assurance	25
Medical Records	10
Reporting	10
Budget	30

Third Party Insurance Impacts	5
Corporate, Tort Claims, and Litigation	20
References	40
SUBTOTAL	350
<u>Phase 2 Criteria —Presentation</u>	50

- 4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5

PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Proposals will only be accepted electronically thru Equity Hub’s Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

5.1.2. Completed proposal documents must arrive electronically via Equity Hub’s Bid Locker located at <https://bidlocker.us/a/clackamascountry/BidLocker>.

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count.

Provide the following information in the order in which it appears below:

5.2. Proposer’s General Background and Qualifications:

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.

5.3 Scope of Work

- Description of the firm’s ability to meet the requirements in Section 3.
 - Minimum Qualifications
 - Continuity of Service
 - Pharmacy Services
 - Equipment and Supplies
 - Comprehensive Health Services/Aftercare/ Release Planning of Adults In Custody
 - Quality Assurance
 - Medical Records
 - Reporting
 - Third Party Insurance Impacts
 - Corporate, Tort Claims, and Litigation

5.4 Program Design/Strategy

- Staffing
- Training
- Transportation Plan
- Policy and Procedures
- Transition

5.5 Budget

Budget should be on a time and material with a not to exceed fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied. Points awarded for this criteria are based on both the providing of references as well as information gleaned from the provided contacts. Evaluation Committee members may contact references at their sole discretion.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2022-95

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: _____ Date: _____
Signature: _____ Title: _____
Email: _____ Telephone: _____
Oregon Business Registry Number: _____ OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

EXHIBIT 1

Service Level AGREEMENT

1.0 INTRODUCTION

The purpose of this/her document is to define the processes and procedures to be followed by the Contractor to meet the Service Level Agreements outlined herein between the Contractor and the County. The Service Level Agreements shall be utilized by the Contractor to report agreed, measurable criteria for Medical, Behavioral, and Healthcare Services that they commit to provide to the County. The Contractor will measure, collect, record and provide its service performance results to the County beginning the effective date of the contract and continuing until such time as modified or cancelled by all parties to the contract. The Contractor understands that the County Service Level Agreement (SLA) requirements may change in the future as the needs of service evolve.

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Jail and listed in the appropriate vendor performance database. The report to the Jail will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Service Level Agreement.

This/her document is utilized in conjunction with and does not replace the terms and conditions and other requirements of the Medical Services Agreement, Medical Procedures Manual, or the Medical Quality Assurance Reviews.

2.0 SCOPE

The Contractor will perform all Services represented in the Service Level Agreements contained herein at or better than the minimum level of performance set forth and shall make an effort to achieve and maintain the target levels of performance. The Contractor's goal is to provide exceptional service in all areas identified.

3.0 ROLES & RESPONSIBILITIES

3.1 Contractor Roles and Responsibilities

- 3.1.1 Monitor, measure, and report performance against the Service Level Agreements
- 3.1.2 Measure all delineated Service Levels sufficiently to provide detailed, justified explanations of reported results.
- 3.1.3 Report performance to the County or County-designated Agent on a monthly basis
- 3.1.4 Promptly investigate and remediate indicators found to have Opportunities for Improvement associated with all Service Levels

- 3.1.5 Minimize reoccurrences of all performance-related deficiencies for which the vendor is responsible
- 3.1.6 Report any problems to the County that appear likely to result in a deficiency to meet a Service Level Agreement requirement
- 3.1.7 Establish a Management team/structure, processes, and procedures to ensure effective management of Service Level Agreements and coordinate processes and procedures that impact the County
- 3.1.8 Designate a Manager who has the overall responsibility for delivery of the Services. The designated manager will:
 - 3.1.8.1 Conduct technical and operational escalations
 - 3.1.8.2 Provide management and resolution of identified problems
 - 3.1.8.3 Resolve and addresses operational delivery issues
 - 3.1.8.4 Ensure adherence to performance targets
 - 3.1.8.5 Oversee service quality and incident management program
 - 3.1.8.6 Function as the primary point of contact/interface for SLA performance, management, and problem resolution
 - 3.1.8.7 Collaborate with the County's Governance Team or County Designee to establish, manage, and meet Agreements, requirements, and expectations, and will ensure operational compliance with the SLAs.

3.2 County Roles & Responsibilities

- 3.2.1 Select an independent 3rd Party Contractor to conduct and complete annual Medical Quality Assurance Reviews and Audits
- 3.2.2 Evaluate Contractor-reported performance against the Service Level Agreements
- 3.2.3 Quickly identify and work to resolve issues that would negatively affect Service Level Agreements for required levels of performance
- 3.2.4 Promptly report any problems that appear likely to result in system performance problems that may or may not impact the ability of the Contractor to meet Service Level Agreements
- 3.2.5 Support technical investigations and remediation of failures associated with all Service Levels

4.0 SERVICE LEVEL AGREEMENT (Table 1 on Following Pages)

(Intentionally Left Blank)

#1: Record-Keeping and Reports

Service Level Category	Record-Keeping and Reports
Service Level Performance Objective	<ul style="list-style-type: none"> To ensure that the records are kept current, are accurate, available, and stored in a secure area and/or medium. There is a system for timely reactivation of "old or previous" records when requested by a treating health professional. To ensure timely receipt of daily, monthly, quarterly, and annual reports as specified in the Contract.
Service Level Definition	<ul style="list-style-type: none"> Includes paper records system as well as hybrid systems where medical records might be both paper and EMR. Includes all file, database, web, imaging, application and support documents, SANs, storage devices, backup systems, kiosks and associated peripheral equipment necessary to process, store, and preserve records, electronic data and information. Also includes Procedures Manual, system for timely reactivation of "old or previous" records when requested by a treating health professional Availability means all components of the systems infrastructure are ready for use, accessible by authorized users, and are operational to perform their assigned function. Contractor will ensure qualified staff are available 24 hours per day, 7 days per week. Contractor staff will work with the County staff to resolve unexpected issues which impede the ability to perform necessary and time-sensitive work. Daily, Monthly, Quarterly, and Annual Reports as specified in the Contract
Key Performance Indicators (KPIs)	<ul style="list-style-type: none"> Accuracy and Execution Timeliness of record-keeping (Current/Updated records – includes but not limited to: intake records, log entries, pharmacy inventory tracking Availability (100% available when they meet the requirements of the service level definition during designated required operational hours as determined by the County. The metric used will be from 00:00 AM to 23:59 PM daily, 365 days per year. 100% Availability of access to electronic record systems is 24 hours uptime per day. Records in jails need to be available 24/7 365 days per year.) Timeliness of submission of daily, monthly, quarterly, and annual reports
Acceptable Quality Levels (AQLs)	<ul style="list-style-type: none"> Overall Accuracy = 95% Overall Timeliness (Current/Updated) = 95% Overall Availability = 95% (electronic, paper/manual)
Error Rates (Audit Tool used by 3rd Party Consultant conducting Medical Quality Assurance Reviews and Audits)	<p>Minor Error Rate: 20%</p> <p>Major Error Rate: 10%</p>
Error Rate Metrics Description	<p><u>Minor Errors:</u></p> <ul style="list-style-type: none"> Accuracy and Execution - Include but not limited to: <ul style="list-style-type: none"> Typographical errors "File not found" Signature or document misfiled or missing Entry is missing one of the following: date, time, signature and staff credential (RN, MD, etc.) Wrong patient information; either by nurse/provider entry or scanned document located in wrong chart

	<ul style="list-style-type: none"> • Timeliness (Current/Updated) – Include but not limited to ≤24 Hours non-current records (records not updated or made current- i.e., intake records, updating log entries, pharmacy inventory tracking, etc.) • Availability – Include but not limited to: <ul style="list-style-type: none"> ○ Unavailability of health record upon Adult-in-Custody admission to facility ○ 100% per day for electronic records; service interruption of Electronic Medical Record 4 ≥ 6 hours (unless pre-planned update of system or client’s system failure) ○ 15 mins - 1 Hour delay in accessing records (manual and electronic) <p><u>Major Errors include but not limited to:</u></p> <ul style="list-style-type: none"> • Accuracy and Execution - Include but not limited to: <ul style="list-style-type: none"> ○ Files missing that resulted in extensive delays in providing medical services ○ Grossly inaccurate records that caused misdiagnosis or severe injury ○ Failure to abide by judicial orders ○ Entry is missing two or more of the following: date, time, signature and staff credential (RN, MD, etc.) • Timeliness (Current/Updated) – Include but not limited to >24 Hours non-current records (records not updated or made current- i.e., intake records, updating log entries, pharmacy inventory tracking, etc.) • Availability –Include but not limited to: <ul style="list-style-type: none"> ○ 100% electronic records; service interruption of Electronic Medical Record >6 hours (unless pre-planned update of system or client’s system failure) ○ >1 Hours delay in accessing records (manual and electronic)
<p>Corrective Action</p>	<ul style="list-style-type: none"> • Contractor shall address and correct Minor Errors within 48 hours of discovery or notification of 3rd Party Contractor’s review and audit report • Contractor shall address Major Errors within 48 hours of discovery or notification of 3rd Party Contractor’s review and audit report. A Corrective Action Plan (CAP) with an expeditious and reasonable timeframe to correct the deficiency(s) implementation timeframe to be agreed to by the County) shall be developed by Contractor in conjunction with the audit report and submitted to the County within 10 business days.
<p>Reports and Reporting Format/s</p>	<p><u>Preferred Format:</u> PDF or Report format to be mutually agreed to between Contractor and County.</p> <p><u>Report Elements:</u> To be proposed by the Contractor and approved by the County. Information provided shall, at a minimum, include per Facility and overall Accuracy, Timeliness, and Availability for the month. Documents will be marked “Confidential.” Adverse Events related to Sentinel Events will be processed through the Contractor’s Quality Assurance/Improvement Program.</p>
<p>Measurement and Reporting Window</p>	<p>Daily per Facility during County established operational hours (24 hours daily). Statistical and performance reports shall be provided each month within ten [10] business days after the end of the month measured.</p> <p>3rd Party Contractor conducting monthly Medical Quality Assurance Reviews and Audits selected by the County will provide the Audit Tool to determine the measurements and findings.</p>
<p>Credits & Penalties</p>	<p><u>Minor Errors:</u> If Minor Error is corrected >48 Hours, or Minor Error Rate goal limit is exceeded in any month, the Contractor will be subject to (1) \$500.00 penalty for the first occurrence, and (2) \$750.00 for the second occurrence in a twelve-month period</p> <p><u>Major Errors:</u> If Major Error is corrected >48 hours, or Major Error Rate goal limit is exceeded in any month, the Contractor will be subject to (1) \$750.00 penalty for the first occurrence, and (2) \$1,000.00 for the second occurrence in a twelve-month period</p> <p><u>Quality Assurance Response:</u> Late responses (over 10 business days) either in development and submission of a CAP, or responses as to why implementation is not deemed advisable to the recommended corrective actions contained in third party audit report, or implementation of</p>

	<p>agreed-upon CAP timeframe, shall result in a penalty of \$500.00 per day, until resolved to the satisfaction of County. Failure to develop a CAP to resolve the problems, or continued failure to meet minimum service level standards after corrective action plan is implemented will result in the County's exercise of other available options, up to and including additional penalties and possible termination of the contract.</p> <p>If CCSO does not assess a penalty on any occasion(s) it does not waive its right or ability to assess penalties in the future.</p>
Chronic Deficiencies	<p>Chronic are deficiencies that occur three times in a 12-month period, or deficiencies that persist in failure to meet minimum standards for three or more consecutive months, the Contractor will be subject to a \$7,500.00 penalty for Minor Errors and \$10,000.00 penalty for Major Errors in addition to penalties listed under (see section #4 Care Penalties).</p> <p>Contractor will be required to develop a Corrective Action Plan (CAP) to resolve the problems within an expeditious time frame agreed to by the County. 3rd Party Consultant conducting annual Medical Quality Assurance Reviews and Audits selected by the County will provide the Audit Tool to determine the measurements and findings.</p>
#2: Service and Performance Levels	
Service Level Category	Service and Performance Levels
Service Level Objective	To ensure that the Contractor complies with the terms and conditions of the Contract and meets the standards requirements for NCCHC
Service Level Definition	Includes but not limited to: Scope of Services in Medical Services Agreement, timeliness of care, appropriateness of care, level of care given to the patient, and standards requirements for NCCHC
Service Measurement Key Performance Indicators (KPIs)	Compliance with Contract and NCCHC standard requirements
Acceptable Quality Levels (AQLs)	Overall 90% - 100% Compliance (dependent on importance of standard or requirement)
Error Rate Maximum (Audit Tool used by 3rd Party Contractor conducting monthly Medical Quality Assurance Reviews and Audits)	<p>Minor Error Rate: 10-19%</p> <p>Major Error Rate: >20%</p>
Error Rate Metrics Description	<p><u>Minor Errors include but not limited to:</u></p> <ul style="list-style-type: none"> • Medication Errors not resulting in patient harm • Failure to document assessment of Adult-in-Custody, or his/her/her health records, upon notification that he/she is being placed in Segregation. • Isolated incidences of failure to document a single Refusal of Care where re-training would be the appropriate intervention. • Late reply to Adult-in-Custody grievances using CCSO dedicated response system • Medications not procured within 24 hours of order if medication not in-stock <p><u>Major Errors may be determined by a peer review panel or the County and Contractor, and shall include but not be limited to:</u></p> <ul style="list-style-type: none"> • Preventable Sentinel Events: (to be determined by the County and Contractor) Defined as any unanticipated event in a healthcare setting resulting in death or serious physical or psychological injury to a patient or patients, not related to the natural course of the patient's illness. <i>Sentinel events specifically include loss of a limb or gross motor function, and any event for which a recurrence would carry a risk of a serious</i>

	<p>adverse outcome. (Examples: Heart Attack, Status Asthmaticus, Ruptured Appendix)</p> <ul style="list-style-type: none"> • Preventable Adverse Drug Reactions/Medication Errors resulting in harm to the patient. • Preventable communicable infection or disease outbreak • Un-Licensed or un-Certified staff on shift • Licensed staff on shift caught acting outside their Scope of Practice • Chronic/systemic evidence of lack of implementation of designated Refusal of Care and Informed Consent process • Failure to continue Adult-in-Custody entering facility on verified Critical Medications, as part of intake process, or notify practitioner for treatment plan • An error that caused severe injury or death to a patient • Consistent delay in medication procurement for expensive or non-formulary medications not in stock
Corrective Action	<p>Contractor shall address and correct Minor Errors within 48 hours of discovery or notification of 3rd Party Contractor's review and audit report</p> <p>Contractor shall address and correct Major Errors within 48 hours of discovery or notification of 3rd Party Contractor's review and audit report. A Corrective Action Plan (CAP) with an expeditious and reasonable timeframe to correct the deficiency(s) (implementation timeframe to be agreed to by the County) shall be developed by Contractor in conjunction with the audit report and submitted to the County within 10 business days.</p>
Credits & Penalties	<p>Minor Errors: If Minor Error is corrected >48 Hours, or Minor Error Rate goal limit is exceeded in any month, the Contractor will be subject to (1) \$1,000.00 penalty for the first occurrence, and (2) \$2,500.00 for the second occurrence in a twelve-month period</p> <p>Major Errors: If Major Error is corrected >48 hours, or Major Error Rate goal limit is exceeded in any month, the Contractor will be subject to (1) \$5,000.00 penalty for the first occurrence, and (2) \$7,500.00 for the second occurrence in a twelve-month period</p> <p>Quality Assurance Response: Late responses (over 10 business days) either in development and submission of a CAP, or responses as to why implementation is not deemed advisable to the recommended corrective actions contained in third party audit report, or implementation of agreed-upon CAP timeframe, shall result in a penalty of \$500.00 per day, until resolved to the satisfaction of County. Failure to develop a CAP to resolve the problems, or continued failure to meet minimum service level standards after corrective action plan is implemented will result in the County's exercise of other available options, up to and including additional penalties and possible termination of contract.</p> <p>If CCSO does not assess a penalty on any occasion(s) it does not waive its right or ability to assess penalties in the future.</p>
Chronic Deficiencies	<p>Chronic deficiencies are deficiencies that occur three times in a 12-month period, or deficiencies that persist in failure to meet minimum standards for three or more consecutive months, the Contractor will be subject to a \$7,500.00 penalty for Minor Errors and \$10,000.00 penalty for Major Errors in addition to penalties listed under see section #4 Care Penalties).</p> <p>Contractor will be required to develop a Corrective Action Plan (CAP) to resolve the problems within an expeditious time frame agreed to by the County.</p>
	#3: Staffing
Service Level Category	Staffing
Service Level Performance Objective	To ensure that staffing level requirements for each position/job title are met in compliance with the Contract

Service Level Definition	Each facility must be fully staffed with the minimum staffing requirements stipulated in the agreement, and factoring in any special circumstances at any given time such, as high rates of illness.
Key Performance Indicators (KPIs)	<p>100% compliance with staffing requirements stipulated in the agreement per shift per month</p> <p>Consideration given for earned vacation or sick time for Medical Director, Nurse Practitioner, Psychiatric Nurse Practitioner & Health Services Administrator as full-time employees, but absence should not disrupt patient care.</p> <p>A Work Post is considered staffed when a qualified individual is present at the facility performing all duties of the position for the duration of defined scheduled hours</p>
Acceptable Quality Levels (AQLs)	Work Post is vacant or not adequately staffed after two 12-Hour Days of consecutive vacancy for nursing position; two 10-hour days for mental health positions.
Measurement & Reporting	Daily for the Facility. Notification of absence or vacancy will be provided to the CCSO real-time. Documentation includes Work Post reports, Shift Coverage and Daily Attendance Records. Vendor is responsible for initiating the conversation with Sheriff's office health services administration regarding penalties.
Credits & Penalties	<p>In addition to any other relief and or cause action, CCSO shall be entitled to a penalty if there is inadequate staffing for any Work Post(s). Contractor shall pay a penalty for each Work Post that is not adequately staffed as listed in <i>Credits & Penalties – Specific Penalties by Role</i>. Any time a Work Post is not adequately staffed for more than two scheduled shifts, CCSO may assess a penalty for the inadequately staffed shift position(s).</p> <p>If CCSO does not assess a penalty on any occasion(s) it does not waive its right or ability to assess penalties in the future.</p>
Credits & Penalties – Specific Penalties by Role	<p>Medical Director - 100% of shifts covered by MD or NP during paid time off</p> <ul style="list-style-type: none"> • Penalty – 150% of monthly cost for each 4-hour shift left unfilled, uncovered, or vacant <p>Health Services Administrator – 100% of shifts covered per month; Work with HCASM for coverage plan during paid time off</p> <ul style="list-style-type: none"> • Penalty – 150% of monthly cost for each 8-hour shift left unfilled, uncovered, or vacant (unless discussed with HCASM) <p>Nurse Practitioners (medical and psychiatric) - 100% of shifts covered by MD or NP during paid time off, telemedicine is approved alternative for care to cover time off</p> <ul style="list-style-type: none"> • Penalty – 150% of monthly cost for each 8-hour shift left unfilled, uncovered, or vacant; • Telemedicine counts toward 75% of full-time employee's rate per hour <p>Booking RN - 100% of shifts covered per month; no credit for paid time off vacancy</p> <ul style="list-style-type: none"> • Penalty – 100% of cost per 12.5-hour shift vacancy. <p>RN's & LPN's - 100% of shifts covered per month; no credit for paid time off vacancy</p> <ul style="list-style-type: none"> • Penalty – 100% of cost per 12.5-hour shift vacancy, per role. <p>Mental Health Professionals - 100% of shifts covered per month; no credit for paid time off vacancy</p> <ul style="list-style-type: none"> • Penalty – 100% of cost per 10.5-hour shift vacancy, per role. <p>MAT RN Coordinator - 100% of shifts covered per month; credit for paid time off vacancy with appropriate coordination with HCASM</p> <ul style="list-style-type: none"> • Penalty – 100% of cost per shift; plus, an additional 10% every week after 30 days position is unfilled, uncovered, or vacant.

Credits & Penalties – Maximum	<p>Chronic Vacancies - The maximum monthly fee for any one month shall not exceed \$30,000 for staffing penalties when vendor and Sheriff's office health services administration team have discussed a plan of action and set deadlines for fulfillment of chronically vacant positions.</p> <ul style="list-style-type: none"> All direct patient care staff vacancies have no monthly maximum, unless the positions meet the criteria above. Vendor is responsible for initiating the conversation with Sheriff's office health services administration regarding penalties.
#4: Care Penalties	
Service Level Category	Quality of Care Penalties
Service Level Objective	To ensure that the Contractor complies with the terms and conditions of the Contract and meets the standards requirements for NCCHC
Service Level Definition	Includes but not limited to: Scope of Services in Medical Services Agreement, timeliness of care, appropriateness of care, level of care given to the patient, and standards requirements for NCCHC
Service Measurement Key Performance Indicators (KPIs)	Compliance with Contract, NCCHC and State of Oregon Standard requirements
Credits & Penalties	<p>Performance of a physical examination and a collection of health history and other health data for an inmate within 14 days and every 365 days thereafter of the inmate being taken into custody. This Report is to be submitted by the 10th of the following month</p> <p>31-90 days after arrival</p> <ul style="list-style-type: none"> \$500 per AIC missing H & P <p>91-180 days after arrival</p> <ul style="list-style-type: none"> \$1,000 per AIC missing H & P <p>Quarterly, both parties will conduct an audit of a sample of 50 medical records using a minimum of 4 compliance indicators from NCCHC. The topics and records to analyze will be selected by the vendor for the 1st and 3rd quarters, and by the Sheriff's Office health services management staff for the 2nd and 4th quarters.</p> <ul style="list-style-type: none"> 70-79% \$1,500, then \$500 per each additional CAP less than 90% 51-59 % \$2,500, then \$500 per each additional CAP less than 90% Less than 50% \$5,000, then \$500 per each additional CAP less than 90% <p>Pharmacist must participate in quarterly inspections, and provide a report of the findings, including expired medications found, to Sheriff's Office health services management staff within 10-days of inspection.</p> <ul style="list-style-type: none"> \$1,500 for each per month that the inspection is late <p>Vendor performs pharmacy services in a manner that does not result in a finding of deficiency in any inspection or audit. If an inspection or audit requires that the vendor submit a corrective action plan for any deficiency, vendor cures any and all deficiencies and provides a copy to the Sheriff's Office health services management staff within 10-days of action plan submission.</p> <ul style="list-style-type: none"> \$5,000 per occurrence resulting in Board of Pharmacy disciplinary action. Vendor will be responsible for all fees, fines, and necessary changes to ensure pharmacy services are not disrupted or deficient. <p>To maintain the accreditation of the Clackamas County Jail by NCCHC or any other accreditation obtained, vendor (1) complies with the applicable standards, and (2) for any deficiency, cures the</p>

	<p>deficiency within a reasonable time and provides the Sheriff's Office health services management staff a copy within 10-days upon receipt of a report.</p> <ul style="list-style-type: none"> • \$2,500 for each occurrence of placement on probationary status. • \$10,000 for each revocation or cancellation of accreditation • \$1,000 per day the report is late
<p>Credits & Penalties</p>	<p>Vendor performs services in a manner that does not result in a finding by the Oregon State Sheriff's Association (OSSA) that Clackamas County correctional facility has deficiencies in the medical/mental health section of an Oregon Jail Standards inspection. If a corrective action plan for any medical/mental health deficiencies found during an inspection, vendor (1) prepares and submits to the HCASM any and all documents requested by the Sheriff's Office and (2) performs any and all corrective actions requested by the HCASM.</p> <ul style="list-style-type: none"> • \$2,500 for each deficiency • \$2,500 for each month any CAP is delayed after 30 days
	<p>Vendor conducts and provides to the Sheriff's Office health services management staff an administrative mortality review within 48 hours of the inmate's death. Within 30 days, vendor conducts and provides to the Sheriff's Office health services management staff a clinical mortality review, or psychological autopsy in the event of a suicide, consisting of available information on an inmate's death.</p> <ul style="list-style-type: none"> • \$5,000 for failure to comply for mortality review reporting • \$10,000 for failure to comply with the clinical mortality review or psychological autopsy
	<p>Vendor conducts and provides to the Sheriff's Office HCASM a preliminary review on any significant or sentinel event (including attempted suicides; self-injurious action; security breaches; and issues that affect the safety of inmates, employees, or visitors) within 24-hours of such incident. Vendor conducts and provides to the Sheriff's Office HCASM a final review within 30 days of the occurrence of the incident.</p> <ul style="list-style-type: none"> • \$1,500 per occurrence month for failure to comply with reporting or final review
	<p>At vendor cost, through annual or semi-annual inspections by a biomedical company, maintain the calibration and cleanliness of equipment used in health services, including the proper function of each piece of equipment, and sterilization if required. Report to be submitted to Sheriff's Office health services management staff within 10-days of inspection. This includes Oregon Department of Radiology inspections on any x-ray equipment managed or maintained in the jails dental clinic</p> <ul style="list-style-type: none"> • Vendor will assume responsibility for all fines and/or penalties issued by Oregon Health Authority (OHA) or Oregon Department of Occupational Safety and Health Administration (OR-OSHA) for out of date inspections, non-compliance, and/or safety violations as identified by OHA or OR-OSHA
	<p>Vendor maintains an adequate stock of medications needed to meet the needs of adults-in-custody are supplied within 24 hours of orders being placed by a healthcare provider in the EHR. Consideration for specialty medications when notification is made to the Sheriff's Office health services management team.</p> <ul style="list-style-type: none"> • \$500 per adult-in-custody, per day medications is available

EXHIBIT B
CONTRACTOR'S PROPOSAL

February 22, 2023

Thomas Calendario, Contract Analyst
Clackamas County Detention Center

2206 Kaen Road
Oregon City, OR 97045

Dear Mr. Calendario –

We appreciate the opportunity to continue our partnership with the Clackamas County Sheriff's Office (CCSO) as set forth in RFP No. 2202-95 Comprehensive Correctional Medical, Dental, Pharmaceutical, and Mental Health for the Clackamas County Jail. We are proud of the partnership we have developed with the County since beginning services in January 2019, and we are committed to continuing our work together to further advance your correctional healthcare program.

If re-awarded the contract following this RFP, NaphCare will transition the Clackamas County contract to our **new wholly-owned subsidiary in the Pacific Northwest, Everhealth, LLC. While our name will change, everything else remains the same.** You will still have access to all of NaphCare's resources, including our regional and corporate teams.

As a NaphCare company, **Everhealth** offers Clackamas County continuation of a successful partnership backed by more than 30 years of correctional healthcare expertise. We have prepared this proposal to build on our current achievements and ensure the continued success of the Clackamas County correctional health operation with proven solutions.

- **Saving Lives with Proactive Care.** We will continue to emphasize the early identification of medical, mental health and substance use issues **in order to intervene quickly and save lives.** Our **Proactive Care Model is designed to ensure that comprehensive medical, mental health and substance use screenings are conducted at intake** and that medications and treatments, including our supervised withdrawal protocols (detox), are initiated in the critical first hours following booking.

For Clackamas County, we will evolve the intake process to meet the changing needs of the CCSO. Our proposal provides for **24/7 RN coverage in the booking area.** With our Proactive Care Model, an RN at intake will assess patients to determine if they're medically safe prior to acceptance in the jail. If the patient is medically unsafe for admission, the arresting agency will transport the patient to the hospital for medical clearance. This allows command staff to stay onsite and reduces offsite transport costs for Clackamas County.

- **TechCare Electronic Health Record.** In 2019, we implemented TechCare, our corrections-specific electronic health record (EHR), at the Clackamas County Jail. We will continue to manage all healthcare operations using TechCare if awarded the new contract. More than an EHR, TechCare functions as a complete medical management system that automates, standardizes and enables our Proactive Care Model based on NCCHC and ACA standards. With TechCare, you'll continue to experience improved care delivery, staff efficiency, communication with correctional staff, compliance, documentation and reporting.

- **STATCare 24/7 Telehealth.** STATCare – our team of Oregon-licensed advanced care practitioners who work remotely for your site 24/7 – will continue to support the Clackamas County Jail. **In 2022, STATCare completed more than 47,770 patient encounters for the Clackamas County Jail**, including quickly starting critical medications, initiating first-line treatments, and providing on-call coverage. With STATCare, Clackamas County has 24/7 provider coverage at no extra cost to you as proof of our extraordinary commitment to stabilizing your patients around the clock. This telehealth-based provider coverage is a complement to your onsite providers, who are defined in the staffing matrix.
- **Optimized Staffing for Elevated Care.** We have proposed a staffing plan to elevate patient care, focused on identifying and rapidly treating medical and mental health conditions in the critical first hours and days following booking. In our proposed staffing matrix, we increased the number of FTEs to meet RFP requirements and provide additional medical/dental provider coverage, staff an RN at intake and dedicate an LPN to the Residential Treatment and Counseling Center.
- **Pursuing the NCCHC Pinnacle Award.** We have partnered with the CCSO to achieve perfect scores in every NCCHC audit since our partnership began in January 2019. Working together we have successfully maintained NCCHC accreditation for jails and acquired Opioid Treatment Program accreditation. We are now working toward achieving NCCHC’s mental health accreditation. Once all three NCCHC accreditations are obtained, **Clackamas County Jail will be positioned to be the next recipient of the NCCHC Pinnacle Award.** Currently only one other facility, Hillsborough County Jails (Tampa, FL), has achieved NCCHC’s highest honor, through partnership with NaphCare. Depending on timing, Clackamas could become the ***second correctional facility in the nation*** to achieve such success and the only facility with this honor in the Pacific Northwest. We are proud of our accreditation successes to date and are confident in our ability to secure the NCCHC Pinnacle Award for the Clackamas County Jail.
- **Continuity in Leadership.** Everhealth/NaphCare offers continuity in leadership through the dedicated regional leadership team Clackamas County has come to know and trust. **Tim Pearce and Marsha Hanna will continue serving as valuable liaisons between Everhealth/NaphCare and CCSO** to ensure that any issues or concerns are addressed immediately and healthcare quality and outcomes continue to improve.

We consider our clients to be partners. Through **collaborative partnership, mutual trust and transparency**, we are best able to ensure the success of our programs – meaning the success of our partners. Should you need any further information regarding our proposed services, please contact me at 205.536.8532 or brad.mclane@naphcare.com, or Tim Pearce, Senior Vice President, at 702.322.1034 or timothy.pearce@naphcare.com.

Sincerely,



Bradford McLane
Chief Executive Officer
NaphCare, Inc. and Everhealth, LLC

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5.2. Proposer's General Background and Qualifications:

Description of the Firm

A Partnership You Can Trust: NaphCare & Everhealth

In January 2023, NaphCare launched a new wholly-owned subsidiary in the Pacific Northwest under the name **Everhealth, LLC**. NaphCare established this new entity to leverage additional benefits to business operations in the states of Oregon and Washington. Such benefits include liability/risk protection mechanisms, management flexibility, and additional advantages related to retention of insurance coverages in an ever-changing insurance marketplace. We believe that Everhealth, LLC provides strategic advantages to operating in the Pacific Northwest, which will in turn provide for greater protection of our team members, our patient population and our contracted partners.

If re-awarded the contract following this RFP, NaphCare will transition the Clackamas County contract to Everhealth. **While our name will change, everything else remains the same.** You will still have access to all of NaphCare's resources, including our regional and corporate teams. Throughout this proposal, we have used the combined company name "Everhealth/NaphCare" for ease of response.

As a NaphCare company, Everhealth offers Clackamas County continuation of a successful partnership backed by more than 30 years of correctional healthcare expertise.

Innovating to Improve Lives

NaphCare, Inc., partners with local, state and federal government agencies nationwide to provide proactive, patient-focused healthcare and innovative technology for more than 169,500 patients in more than 160 facilities across 32 states.

For more than 30 years, NaphCare has been devoted to partnering with government agencies to provide quality healthcare to a unique and diverse population. As a wholly-owned subsidiary, Everhealth operates using the same innovative approach to correctional healthcare developed by NaphCare, including designing and implementing evidence-based clinical programs enabled by our advanced software solutions to address the specific challenges of the corrections environment.

Everhealth/NaphCare is advancing correctional healthcare through our proactive healthcare services, innovative technology solutions and cost-saving administrative services across the country:

- **70 local jail facilities, including Clackamas County Jail, and 10 state prisons** with our Proactive Care comprehensive medical and mental health programs
- **125 TechCare** operated local jails and state DOC facilities
- **25 correctional dialysis units** in local jails and state DOC facilities
- **30 federal Bureau of Prisons (BOP)** facilities benefiting from our third-party administrative services

Credentials/Experience of Key Individuals

Team Everhealth/NaphCare

At Everhealth/NaphCare, we consider our clients to be partners. Through **collaborative partnership, mutual trust and transparency**, we are best able to ensure the success of our programs – meaning the success of our partners. Everhealth/NaphCare has stable executive leadership and a project management team that is committed to Everhealth/NaphCare and our partners. This stability ensures that our clients receive personal attention from our administrative and medical leadership throughout the duration of the contract.

Clackamas County will continue to work with the team that you know and trust. And you will continue to have direct access to our executives with the ability to reach our CEO Brad McLane in one phone call.

Please see the below table listing our Key Leadership / Management Team.

Key Leadership / Management Team	
Operations	<ul style="list-style-type: none"> • Marsha Hanna, Director of Operations • Timothy Pearce, Senior Vice President, Western States • Rick Apollo, Vice President, Ancillary Services • Crystal Alexander, NP, Director of Utilization Management
Clinical Leadership	<ul style="list-style-type: none"> • Jeffrey Alvarez, MD, CCHP, Chief Medical Officer • Elliot Wade, MD, Corporate Medical Director • Amber Simpler, PhD, ABPP, Chief Psychologist • Stuart Tieszen, MD, Chief Medical Officer, Behavioral Health • Sabreena Hassim, Corporate Mental Health Director • Marsha Burgess, MSN, ARNP-BC, Senior Vice President, Clinical Operations • Darrelle Knight, PharmD, MSM, CCHP, Chief Pharmacist
TechCare / IT	<ul style="list-style-type: none"> • Byron Harrison, Chief Information Officer
Executive Leadership	<ul style="list-style-type: none"> • Bradford T. McLane, JD, Chief Executive Officer • Susanne Moore, RN, JD, Executive Vice President and Chief Operating Officer

Similar Services for Public Entities

Pacific Northwest Footprint

NaphCare provides comprehensive healthcare in two (2) correctional facilities in Oregon and seven (7) correctional facilities throughout the state of Washington. Of those partnerships, five (5) are currently contracted under Everhealth, with plans to expand to include all Pacific Northwest contracts in the near future (see client list below). Our services within these facilities include medical, dental, mental health, pharmacy, onsite dialysis, and our TechCare electronic health record. NaphCare also provides dialysis services to the Oregon Department of Corrections (DOC) and Washington DOC.

Current Pacific Northwest Clients (*denotes Everhealth contract):

- **Oregon**
 - *Clackamas County Jail (Oregon City)*
 - Washington County Jail (Hillsboro)
 - Oregon DOC (Coffee Creek Correctional Facility, Two Rivers Correctional Institution)
- **Washington**
 - Benton County Jail (Kennewick) *
 - Cowlitz County Jail (Kelso)
 - Kitsap County Jail (Des Moines) *
 - Lewis County Jail (Chealis) *
 - Pierce County Detention and Corrections Center (Tacoma)
 - Skagit County Community Justice Center (Port Orchard) *
 - Spokane County Jail (Spokane) *
 - Washington DOC (Monroe Correctional Complex)



Correctional Health Services

Everhealth/NaphCare is committed to advancing correctional healthcare through innovative technology, our Proactive Care Model and evidence-based programs that address the mental health and substance abuse epidemics impacting America’s jails. Everhealth/NaphCare is the only health care provider that can offer a truly comprehensive program – **completely owned and operated by one company** – including medical, dental and mental health care, NCCHC accreditation support, in-house pharmacy, ancillary services and management of all offsite claims – allowing the County and Clackamas County Sheriff’s Office (CCSO) to continue collaborating with a single, trusted provider with the capacity to improve healthcare operations and save lives.



Proactive Care in Local Jails: With an in-depth understanding of the operational workflows within city and county jails, we have developed our approach to providing comprehensive healthcare services and administrative support that alleviates the burden from custody staff. The jail environment resembles an emergency room setting – fast-paced with frequent patient turnover – where you must adapt to each day’s needs quickly. We have designed our services to safely manage patient care in this environment.

According to the Prison Policy Initiative, people in jail are five times more likely than the general population to have a serious mental illness, and two-thirds have a substance use disorder. They also are more likely to have had chronic health conditions and infectious diseases. **With this in mind, Everhealth/NaphCare developed our Proactive Care Model to identify medical, mental health and substance use issues as soon as possible – at intake – before conditions become more acute, more expensive, and utilize more resources.** Our Proactive Care Model is leading the way in correctional healthcare by addressing risk and confronting medical issues immediately.

TechCare EHR: Our Proactive Care Model is enabled by our advanced electronic health record (EHR), TechCare, designed specifically to provide efficiency, accountability, transparency and compliance in correctional facilities. TechCare was created specifically for use in correctional facilities. More than an electronic health record, our medical management system provides a myriad of features and workflows designed to improve patient care, staff efficiency, compliance, communication and documentation. TechCare provides the highest level of quality assurance and risk management for a correctional healthcare program.

STATCare 24/7 Telehealth: STATCare is a team of Oregon-licensed advanced practitioners who work remotely for your site 24/7 to **quickly start critical medications, initiate first-line treatments and provide on-call coverage.** With STATCare, you have 24/7 provider coverage at no extra cost to you. This telehealth-based provider coverage is a complement to your onsite providers, who are included in our proposed staffing matrix.

Through TechCare, the STATCare team has real-time access to a patient’s complete medical record, allowing for quick decision-making and follow-up on orders. Onsite providers can easily access and review orders placed by STATCare in TechCare. Providers may choose to continue, change or discontinue any orders, as they deem necessary.

NaphCare Rx Pharmacy: NaphCare owns and operates our pharmacy, NaphCare Rx. Located on the same campus as our headquarters in Birmingham, AL, NaphCare Rx is dedicated solely to correctional facilities. Our pharmacy team makes sure that patients always have the medications they need, as well as providing a layer of quality assurance and oversight to onsite clinical operations. Our pharmacy team ensure that all medication information is reviewed via TechCare to ensure that medications and dosages are clinically appropriate.

Administrative Services: NaphCare provides third-party administrative (TPA) services and specialty provider networks for our local, state and federal clients. As the largest TPA for the federal Bureau of Prisons (BOP), we are proud of our long-running partnership. As your liaison, we streamline all processes related to developing and managing preferred hospital and specialty care networks, claims processing, medical scheduling, case management, invoicing, reporting and more. We boast a nationwide network of more than 900 hospitals and hold network agreements with more than 42,000 specialty physicians.

5.3 Scope of Work

Ability to Meet RFP Requirements (Section 3)

Minimum Qualifications (3.3.1. Scope: C. Proposer Qualifications; 1. Proposer Minimum Qualifications)

a. Proposer Experience and Accreditation – 1. Experience

Everhealth, A NaphCare Company

As a NaphCare company, Everhealth offers Clackamas County continuation of a successful partnership backed by more than 30 years of correctional healthcare expertise. Since January 1989, NaphCare has been devoted to partnering with government agencies to provide quality healthcare to a unique and diverse population. As a wholly-owned subsidiary, Everhealth operates using the same innovative approach to correctional healthcare developed by NaphCare, including designing and implementing evidence-based clinical programs enabled by our advanced software solutions to address the specific challenges of the corrections environment.

At Everhealth/NaphCare, we believe in **innovating to improve lives**. We partner with local, state and federal government agencies nationwide to provide proactive, preventive healthcare services and innovative technology solutions that address complex public health challenges. Above all, we aim to make a positive impact in the communities we serve.

As outlined in **Section 5.2**, NaphCare provides our Proactive Care comprehensive medical and mental health programs in 70 local jail facilities, **including Clackamas County Jail**, and 10 state prisons. Of those partnerships, five (5) are currently contracted under Everhealth, with plans to expand to include all Pacific Northwest contracts in the near future.

Everhealth & NaphCare Combined National Footprint



a. Proposer Experience and Accreditation – 2. NCCHC Accreditation

Accreditation Expertise

Everhealth/NaphCare has a 100% success rate in acquiring and maintaining accreditation, and we encourage all of our partners to become NCCHC accredited. We back this with a commitment to cover the accreditation fees, including annual recurring dues. Our core policies, procedures and reports were designed to be consistent with NCCHC standards. And our electronic health record (EHR) is designed to ensure compliance with NCCHC and ACA standards. **We have collaborated with our partners to achieve:**

- 16 current partner facilities have achieved and/or maintained NCCHC accreditation in jail health standards, including adult and juvenile facilities
- Three (3) current partner facilities have achieved NCCHC accreditation in opioid treatment programs, one of which has also earned Substance Abuse and Mental Health Services Administration (SAMHSA) OTP certification to prescribe methadone onsite
- Two (2) partner facilities have achieved NCCHC accreditation in mental health services, which has been achieved by only a small number of programs *nationally*

Pursuing the NCCHC Pinnacle Award for Clackamas County Jail

Everhealth/NaphCare has partnered with the CCSO to achieve perfect scores in every NCCHC audit since the partnership began in January 2019. Working together we have successfully maintained NCCHC accreditation for jails and acquired Opioid Treatment Program accreditation. We are now working toward achieving NCCHC’s mental health accreditation. Once all three NCCHC accreditations are obtained, **Clackamas County Jail will be positioned to be the next recipient of the NCCHC Pinnacle Award.**

Currently only one other facility, Hillsborough County Jails (Tampa, FL), has achieved NCCHC’s highest honor, through partnership with NaphCare. Depending on timing, Clackamas County Jail could become the **second correctional facility in the nation** to achieve such success and the only facility with this honor in the Pacific Northwest.

Everhealth/NaphCare is proud to be the only correctional health provider whose client, Hillsborough County Jail (Tampa, FL) has achieved the esteemed Pinnacle Award, and we would be honored to achieve the same success for the Clackamas County Jail.



NCCHC Pinnacle Award: First in the Nation

NaphCare is proud to have partnered with the Hillsborough County Sheriff’s Office (Tampa, FL) to achieve the first in the nation NCCHC Pinnacle Award in 2021 – **recognition as the first correctional facilities in the country to receive all three NCCHC accreditations, including jail health services standards, mental health services and**

a. Proposer Experience and Accreditation – 3. Substantiation

Partnership Approach

At Everhealth/NaphCare, we consider our clients to be partners. Through **collaborative partnership, mutual trust and transparency**, we are best able to ensure the success of our programs – meaning the success of our partners.

We are selective in our partnerships to ensure the best fit, not only for us, but also for our clients.

Better Together.

We're proud of our 4-year partnership with the Clackamas County Sheriff's Office and look forward to continued success.

We have included Everhealth/NaphCare's current client list for local jails where we provided similar services and details on NCCHC accreditation in Appendix A (Confidential).

References: Trusted Partners

Everhealth/NaphCare successfully manages contracts and provides comprehensive healthcare across the country. **Please refer to Section 5.5 for the requested references.**

References: Major Suppliers

NaphCare has been continuously owned and operated by our founder, Jim McLane, for more than three decades. When he founded NaphCare, his vision was to create a company that would provide compassionate and proactive care to a vulnerable and high-needs population.

To accomplish this, Jim deliberately established NaphCare as a private company with sole ownership and no outside shareholders so that we only answer to our patients and our partners. As a wholly-owned subsidiary of NaphCare, Everhealth offers Clackamas County the same stability. We do not answer to outside equity or shareholders demanding a particular return on investment. While other companies engage in frequent mergers and acquisitions, Everhealth/NaphCare has never sought the support of outside investors or private equity – allowing us to maintain our focus on serving the interests of our patients and clients.

We have included Everhealth/NaphCare's references for major suppliers in Appendix A (Confidential).

a. Proposer Experience and Accreditation – 4. Staff Minimum Qualifications

Everhealth: Leadership & Site Teams

All Everhealth/NaphCare staff providing medical, dental or mental health care are required to meet state licensure and/or certification requirements. To ensure that our medical professionals have the appropriate licensure and/or credentialing to provide the services required, we conduct a thorough interview and credentialing process. For the Clackamas County Jail, we will continue to meet the licensing and certification requirements stated in the RFP.

Continued partnership with Everhealth/NaphCare means maintaining support services with the corporate leadership you know and trust. Everhealth/NaphCare's regional leadership team will provide operational and

partnership support to the County. This team is familiar with the Clackamas County Jail and will be available to address any questions, concerns, or issues you may have:

Please refer to the table below for the Everhealth/NaphCare Leadership Team. Resumes and other required documentation are included in Appendix B.

Everhealth/NaphCare Leadership Team for Clackamas County Jail	
Regional Operations Leadership	<ul style="list-style-type: none"> • Marsha Hanna, Director of Operations • Timothy Pearce, Senior Vice President, Western States
Site Leadership	<ul style="list-style-type: none"> • Tiffany Gillespie, Health Services Administrator • Brandon Paul, Director of Nursing

Continuity of Service (3.3.1. Scope: A. Continuity of Service)

Continuity of Care

Since January 2019, NaphCare has successfully demonstrated our ability to provide medical, dental, pharmaceutical and mental health services specifically for the Clackamas County Jail. We will continue to operate the existing services, systems, policies and procedures that are currently in place with uninterrupted service for all Clackamas County patients. This will allow the County to forego a cumbersome transition and the disruption of delivery of patient care. Continuity in the medical services provider benefits everyone: patients, correctional staff, county administration and healthcare staff.

Why Everhealth/NaphCare?

Avoid a disruptive transition and guarantee continuity of care when you select Everhealth / NaphCare as your correctional health partner

Guarantee of Complete Continuity of Care

- Leadership you know and trust
- Continued use of TechCare EHR
- Enhanced safety by minimizing disruption to daily operations
- Established procedures to deliver quality care – including business continuity plan and disaster response plan
- No start-up costs

Coordination and Communication

Everhealth/NaphCare seeks to continuously improve and enhance healthcare services for our clients and the patients we serve. We offer our commitment to continue to evaluate, evolve and adapt to meet the ever-changing needs of the CCSO and Clackamas County Jail. **Marsha Hanna, Director of Operations, will be onsite monthly to oversee the medical staff and discuss with jail administration the needs of Clackamas County Jail.**

We operate with a simplified management structure. **We strongly believe in open, responsive communication in which the facility’s management, security and healthcare program work together.** We will continue our daily communication protocol with Clackamas County Jail administrative staff. We will continue to coordinate

closely with the administrative and security staff in the facilities in regard to sick call, offsite appointments, medication distribution and other medical services.

We aim to eliminate incidents, security issues, miscommunications, and insufficient or inappropriate medical care through careful and thorough communication between our onsite healthcare personnel, our corporate clinical and support teams, and jail administration and security staff. Our EHR and medical management system, TechCare, creates significant pathways for the accurate and timely communication of important medical data and patient medical records.

Pharmacy Services (3.3.1. Scope: D. Minimal Requirements for Comprehensive Health Care Services; 9. Pharmaceuticals)

NaphCare Rx Pharmacy Services

Everhealth/NaphCare provides our clients with safe and efficient pharmaceutical services while also reducing drug costs. **Our goal is not solely to distribute medications, but to provide comprehensive patient care.** NaphCare Rx, owned and operated by NaphCare, is a complete pharmacy system dedicated solely to our partnered correctional facilities that provides pharmacy services, as well as clinical and medication reviews for each patient.

Pharmacy and Therapeutics Committee

The NaphCare Rx Pharmacy and Therapeutics Committee has set a formulary for all partner sites that includes the most commonly used medications and considers cost and routine medical necessity. Patients verified on medications are switched to an equivalent formulary medication when clinically appropriate. If the onsite provider feels the non-formulary medication is needed, then a non-formulary request is submitted to our Clinical Pharmacists and Corporate Medical Directors for approval. Consideration is given again at that time for any less expensive formulary option or step therapy, as clinically indicated.

Partnership Success

At Clackamas County, we make the effort to have 7-10 days of HIV medications on hand, helping to reduce the waste of medications by a quick turnover before expiration.

TechCare: Electronic Medication Management

All NaphCare Rx pharmacy processes are driven by TechCare EHR, ensuring a seamless interface from the facility to the pharmacy. For the Clackamas County Jail, we will continue our floor stock model designed to **reduce costs by an estimated 20%, make medication pass more efficient and allow for better use of nursing time for patient care.**

Medications are ordered from NaphCare Rx via the pharmacy dashboard in TechCare. All orders are filled according to local, state and federal law. All medication orders are shipped and delivered next day. Using floor stock and NaphCare Rx's automated shipping system **reduces the amount of time for initiation of first doses** because the medications are readily available onsite when needed.

NaphCare Rx's floor stock system provides a significant buffer for delivery interruptions, so patient care requiring chronic, formulary medications is not impacted. In the event that normal transportation is disrupted or on the rare occasion an item is out of stock, an arrangement is made for the medication to be delivered from the local, backup pharmacy.

Equipment and Supplies (3.3.1. Scope: D. Minimal Requirements for Comprehensive Health Care Services; 5. Clinic/Office Space, Furniture & Equipment)

Equipment and Supplies: Purchasing and Maintenance

Everhealth/NaphCare will continue to be responsible for ensuring necessary IT equipment, medical equipment and supplies are available and in good working order to provide quality patient care. We have completed an audit of current equipment and are in the process of **updating IT equipment for the Clackamas County Jail, including:**

New IT Equipment for Clackamas County Jail	Quantity
Desktop Computers	13
Laptop Computers	8
Printers	5

Equipment Maintenance

Everhealth/NaphCare oversees all maintenance and servicing of equipment. Equipment is repaired, as needed. Everhealth/NaphCare will replace any piece of equipment that is unable to be repaired. Also, Everhealth/NaphCare will replace any equipment for which the repair costs are close to the cost of replacement.

Comprehensive Health Services/Aftercare/Release Planning of Adults in Custody (3.3.1. Scope: D. Minimal Requirements for Comprehensive Health Care Services; 4. Services)

Proactive Approach to Healthcare

Everhealth/NaphCare offers a comprehensive technology-informed healthcare solution that improves patient outcomes. Pioneered by NaphCare, the **Proactive Care Model** prioritizes the early identification of medical, mental health and substance use issues in order to intervene quickly and save lives. This preventive approach stabilizes the health of patients upon entry, reducing the likelihood of unnecessary offsite trips, patient movement and medical emergencies. With our **Proactive Care Model**, we have been able to intervene early and improve patient outcomes leading to a reduction in offsite trips and savings for our partners.

Proactive Care Model

With our proactive intake model, clinical staff conduct comprehensive screenings during booking whenever possible – **including the receiving screening, mental health screening, substance use screening, suicide risk assessment, health assessment and TB screening** – ensuring all patients are fully assessed before entering the general population.

New for Clackamas Co. Jail

An RN at intake will triage and assess patients to determine if they're medically safe prior to acceptance into the jail. If the patient is medically unsafe for admission, the arresting agency will transport the patient to the hospital for medical clearance. This allows command staff to stay onsite and reduces offsite transport costs for Clackamas County.

Proactive Care from Intake to Release

NaphCare's Proactive Care Model extends beyond intake and is embedded into all of our healthcare services:

- **Sick Call** – Sick call requests are triaged **at every shift** to identify and address health issues quickly.
- **Chronic Care** – Patients with existing chronic conditions are identified at intake and classified into the appropriate chronic care clinic via TechCare. Initial provider appointments are electronically scheduled to provide for full evaluation and treatment planning, minimizing the risk of urgent or emergent needs for offsite transportation and hospitalization.
- **Discharge Planning** – Planning for re-entry begins at booking. During intake, clinical staff gather information needed to develop a robust discharge plan, including referrals for case management and community health care.

Comprehensive Receiving Screening

Everhealth/NaphCare's Receiving Screening is NCCHC compliant and designed to be proactive and to prioritize care based on need. The most urgent issues are assessed first followed by systematic screening of all pertinent criteria that will help determine the patient's health, immediate and long-term healthcare needs. The following describes each area of assessment:

- **Urgent Assessments** – Covers vital signs, acute health concerns, physical appearance and behavior, mental instability, substance intoxication or withdrawal, and suicidal thoughts.
- **General Medical Assessments** – Reviews signs of illness or infection; current, past, and chronic health conditions; review of current medical treatments, and impairments in mobility.
- **Mental Health Assessments** – Reviews current or past mental health treatment including medications and diagnosis; past psychiatric hospitalizations and suicide attempts; PREA assessment.
- **Substance Use Assessments** – Reviews use of illegal drugs, abuse of prescription meds, and alcohol use; if indicated by responses, an assessment tool to determine the need for detox is triggered.
- **Suicide Risk Assessments** – Uses the Columbia Suicide Severity Rating Scale (C-SSRS) screening tool to assess suicide risk.
- **Female Assessments** – Covers pregnancy-related conditions, recent deliveries, abortions, miscarriages.
- **Other Assessments** – Reviews dental issues, insurance coverage, special medical requirements (adaptive devices, diet).
- **Disposition/Treatment Plan** – Allows the interviewer to refer to any indicated services based on the above information in either urgent or routine timeframe. Releases are obtained to access outside records; the patient is educated on how to access medical and mental health care if needed in the future; and housing recommendations are made.

Value-Add: Surescripts Medication History

We will continue to provide the added benefit of Surescripts Medication History – our clinicians have access to an electronic information exchange that interfaces with TechCare to instantly verify a new patient's active prescriptions and view any medication history from retail pharmacies. **With Surescripts, clinicians have a more complete and accurate medication history for fast initiation of the correct medications at intake, stabilizing the patient and ensuring continuity of care.**

Health Assessment

A comprehensive health assessment, including a physical examination, will be completed for each patient within 14 days of admission to the facility. For higher risk patients, we prefer to complete the health assessment at intake. This early investment in patient care allows us to stabilize patients quickly and creates the added benefit of reduced patient movement and offsite visits, resulting in reduced officer overtime and a safer jail environment.

- Patients considered high acuity (e.g. chronic conditions, such as high blood pressure, diabetes, dialysis or experienced recent trauma or illness) or likely to remain in the facility for a number of days receive a health assessment at booking to quickly identify and treat emergent medical and mental health issues and start medications.
- Patients considered lower acuity (e.g. healthy with good vitals and no immediate concerns) and likely to be released quickly are triaged through a more streamlined assessment, while still receiving the complete health assessment within 14 days as required by NCCHC.

Patients referred for follow-up will be scheduled for an appointment in TechCare with the appropriate healthcare professional. The health assessment will be reviewed and signed by a provider in the patient’s medical record. The health assessment includes:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Vital Signs • Current Medications/Allergies • Medical History • TB risk factor and symptoms • Substance Abuse • Clinical Observations • Laboratory Tests Ordered | <ul style="list-style-type: none"> • Physical Exam (HEENT, Dental, Cardiovascular, Respiratory, Abdominal, Musculoskeletal/Skin) • Pregnancy • Clearances Issued • Treatment Plan • Housing Assignment |
|--|---|

Sick Call: Nursing and Physician

All patients will have a daily opportunity to request care through our sick call system, which provides unimpeded access to healthcare services. Timeliness of the response to sick call requests is an important indicator of quality of care. Our daily sick call process meets NCCHC standards, which require face-to-face triage with the patient within 24 hours of receipt of a healthcare request.

To ensure we meet this standard, nurses will triage sick calls on each shift. Sick call services are provided at sufficient levels to allow the healthcare staff to give **same-day response to urgent patient requests**. Nursing sick call is conducted seven (7) days a week, and physician sick call is conducted according to a set schedule agreed upon by Everhealth/NaphCare and jail administration. If a patient’s custody status precludes attendance at sick call, clinical staff will consult with custody to secure access to healthcare services.

Referrals

Requests are triaged and referred electronically to the appropriate advanced care practitioner ensuring timely scheduling of follow-up care. Sick call requests are categorized as Priority or Routine to streamline referrals and ensure all requests are documented and addressed. **Priority sick call requests supersede Routine sick call requests to maximize staff time and address the most acute needs quickly.**

Integrated Mental Health Care

We take an integrated approach to healthcare at the Clackamas County Jail. Our medical and mental health teams work together to stabilize patients from intake, creating a safer jail environment and preventing further escalation of symptoms. TechCare EHR is designed to present an integrated health record for each patient, available to multiple providers at one time, ensuring that every provider has a complete picture of the patient's medical and mental health status with treatments in progress. This ensures the safety of the patient as well as enabling our medical and mental health providers to work together to stabilize the patient in the most effective and efficient way possible.

NCCHC Pinnacle Award

We are actively partnering with CCSO to schedule an NCCHC audit for Mental Health Services – the third and final accreditation needed to achieve the NCCHC Pinnacle Award.

Mental Health Preliminary Screening and Evaluation

We view the Mental Health Screening and Intake as our first opportunity to identify and stabilize mentally ill patients. Because of this, **we take the time to conduct the very important Mental Health Screening, to include a suicide risk assessment by a trained nurse, up-front.**

Our Mental Health Screening includes:

- Current Mental Health Symptoms
- Past Mental Health History
- Substance Abuse
- PREA/General Assessment
- Disposition/Treatment Plan

In TechCare, we electronically flag an inmate's health record if his/her responses during intake indicate the need for additional mental healthcare. All screenings and evaluations will identify inmates with suicidal and homicidal tendencies, as well as acute and chronic behavioral health issues. Alerts in the system prompt the clinical staff to take action, such as placing an inmate on suicide precautions, contacting custody about an issue, or assigning special housing. The Mental Health Screening also contains prompts to assist the interviewer in taking any indicated actions such as suicide prevention, or urgent mental health referral based on the inmate's responses.

STATCare 24/7 – After Hours and On-call

Our corporate **STATCare 24/7 Team** consists of medical and mental health professionals who are available to consult with site staff at all times to ensure that any potential flags are identified during the Mental Health Screening and Evaluation and treatment is begun immediately to stabilize the patient.

Referrals

NaphCare provides a rapid response to any need for an evaluation or mental health intervention whether identified at intake or later through staff identification of need or Sick Call request. Inmate patients may request mental health services via sick call. During the receiving screening, patients receive education and instructions on how to access mental health services through self-referral, the mental health sick call process, or by contacting staff for any urgent issues.

Suicide Prevention Plan

Our Suicide Prevention Plan is consistent with NCCHC and ACA standards. We work closely with corrections staff to maintain clear and consistent communication in dealing with at-risk patients. We have specific policies and procedures in place with the goal of reducing the potential for suicide, minimizing harm when attempts occur, and minimizing the number of suicide deaths. The key components of the plan are as follows:

- Staff Training
- Screening and Identification of High-Risk Patients
- Referral, Evaluation, Housing
- Review of Policies and Procedures
- Effective Communication
- Critical Incident Review
- Critical Incident Debriefing

Crisis Response and Intervention

Through collaboration of specially trained professionals, our approach to crisis intervention aims to use behavioral health techniques as the first response to resolve situations involving emotionally distraught, high-risk individuals and minimize/reduce risk of harm to the individual and others. As an alternative to use of force, our crisis team members use proven de-escalation strategies to listen empathically and validate the individual's experience without judgment or dismissiveness. Working collaboratively with custody's classification team, we identify the safest – and least restrictive – housing option for individuals in crisis to ensure the well-being of the patient and others.

While it is not possible to know when and with whom crisis will occur, our proactive approach ensures our team is prepared to respond during behavioral health emergencies. With 24/7 on-site and/or on-call coverage, the Everhealth/NaphCare team maintains a high state of readiness to respond to crisis situations.

Laboratory and Diagnostic Services

Our Ancillary Services team establishes and manages all necessary ancillary services, including radiology, x-ray, lab and dialysis services. Our corporate team oversees all ancillary services, providing a consistent link between our vendors and clinical teams. For the Clackamas County Jail, we will continue working with our established partners:

- **Laboratory Services:** Onsite lab tests are completed to the extent possible without the need for a medical technologist. We currently contract with **BioReference Labs** for all routine and reference tests, as well as STAT labs. Additionally, we work with Adventist Health, who meets all CLIA requirements, for STAT labs.
- **Radiology Services:** X-rays and ultrasounds taken onsite are read by **Trident USA**, who send their report to the site via TechCare interface or paper copy, to be scanned into TechCare. We successfully created an interface with Trident USA's systems, enabling complete, end-to-end management from order to read result.

Chronic Care

Our approach to chronic care incorporates principles of case and disease management for complex cases, and promotes maximum progress and healing. Patients receive timely follow-up, evaluation, treatment, and education about the preventive activities available for their chronic condition.

Our emphasis on preventive care begins at the point of intake (Receiving Screening), when patients are classified into the appropriate chronic care clinic and a referral is scheduled for appropriate treatment. Our extensive staff training, use of best practices based on nationally recognized guidelines, and innovative onsite diagnostic testing help stabilize chronic conditions throughout incarceration.

With TechCare, quality of the care will be improved by scheduling patients with chronic disease to be seen by a provider *before* they become acutely ill and require offsite transport or hospitalization. **We will schedule and track all chronic care clinic visits within TechCare.** At a minimum, the database will include the following:

- Each patient enrolled in a chronic care clinic
- Each occasion when an enrolled patient is seen at a chronic care clinic
- Patient refusals for a chronic care visit

Using TechCare helps ensure chronic care patients are seen by a provider at appropriate intervals as clinically indicated. In the Chronic Disease Management module of TechCare, the user can access/view patients with certain chronic care illnesses. To see a specific chronic illness, simply select a chronic illness from the drop-down list. The user can view previous notes, labs and chronic care visits, or complete a chronic care visit. The amount of time until the next visit can also be reviewed from this screen. The patient’s name turns red when the visit is past due.

Chronic Care Clinics

Patients are placed into the correct chronic care clinic by diagnostic category to ensure proper follow-up at the scheduled date. TechCare is designed to classify patients with chronic diseases and allows the following clinics to be easily scheduled: Heart Disease, Asthma, Cancer, High Blood Pressure, Diabetes, Hepatitis, Seizures, Sexually Transmitted Diseases (STD), HIV and Thyroid.

Before the appointment, we collect medical records and current diagnostic test results so an individualized evidence-based treatment plan may be created. Patients enrolled in chronic care clinics will be seen by a qualified healthcare professional at appropriate intervals, or more frequently if clinically indicated.

Nutritional Services

We will continue partnering with your food service provider to ensure access to medically necessary diets, when appropriate. Everhealth/NaphCare will only provide supplements (i.e. Ensure) when our healthcare providers deem it medically necessary. Our providers use protocols to determine medical necessity of the prescription of optimal diets, including:

- | | |
|--|--|
| <ul style="list-style-type: none"> • Pregnancy • Clear Liquid • Full Liquid • Pureed • 2,400 Cal American Diabetic Association (ADA) with HS Snacks • 2,000 Cal ADA with HS Snacks • Lactose Intolerance • Allergy Alert | <ul style="list-style-type: none"> • Low Salt • Regular Diet with HS Snacks • 2,800 Cal ADA - No Snack • Cardiac • 2,800 Cal ADA with HS Snacks • HS Snacks • Renal • Low-Fat • Bland |
|--|--|

Hospital and Specialty Care

When a patient cannot be treated within the facility, Everhealth/NaphCare’s corporate team collaborates with custody, onsite clinicians and community providers to ensure medically-necessary and appropriate provision of health care services. We serve as the liaison with community providers, managing the entire process including network development and management, appointment scheduling, utilization management, medical records and claims. With TechCare, your command staff and designated administrators receive a daily list of all patients hospitalized, including the clinical course and treatment plan. **By providing centralized offsite management services, the onsite medical staff is able to focus solely on patient care.**

- ✓ **Preferred Provider Network Development.** Our Network Development department negotiates discounted fees for inpatient and outpatient hospital-based and specialty provider services. Currently in Clackamas County, we have established a preferred provider network with the following community hospitals and providers:



Hospitals

- Oregon Health and Science University
- Providence Milwaukee Hospital
- Providence Willamette Falls Medical Center



MAT Program

- CODA
- Allied
- New Season (Portland Metro Treatment Center)
- Integrate Health Services
- Clackamas Health Centers
- Central City Concern
- Project Hope
- Project Nurture



Specialty Providers

- Audicus, Inc.

- ✓ **Coordinated Medical Scheduling.** Using advanced scheduling software, we group offsite appointments whenever possible, minimizing costs of transport and officer overtime. The Administrative Assistant at the correctional center organizes and executes every step of the process with the priority on transparent communication and cooperation with you.
- ✓ **Utilization Management.** Utilization Management (UM) is the process through which we review and track offsite care, allowing us to ensure that all care provided offsite is medically necessary and that onsite care is prioritized to save our clients the cost of patient transports, whenever possible. When an offsite care request is entered into TechCare, it is immediately directed to our corporate UM team, consisting of nurses trained to monitor offsite services, allowing them to determine the best possible outcome for patients, healthcare providers and clients. **On average, our corporate Utilization Management nurses review offsite requests in less than one day,** and when appropriate, approve requests.

- ✓ **Claims Adjudication.** We will continue to track and maintain records of all financial transactions in relation to this contract. The accurate and rapid processing of claims maintains our positive relationships with community providers, hospitals and specialists. We ensure timely payments, accurate evaluation of claims based on approved services, and payments on claims only for patients that are eligible at the time of service.

We assign an authorization number to each offsite occurrence that includes a scenario detailing the approved services integrated with service classes and procedural codes. Only approved services are reimbursed. We review claims to determine that charges are not in excess of the appropriate Usual and Customary Charges. We also review claims for prior payment to prevent duplicate billing. In addition, we review for accuracy to include valid dates of service, CPT and ICD-10 codes, and bundling and unbundling of codes. Any claims that are not valid will be returned to the provider as a denial and a corrected claim will be resubmitted for payment.

- ✓ **Reducing Transports through Onsite Care.** One of Everhealth/NaphCare’s cost containment strategies is to reduce offsite transportation while maintaining high-quality patient care. We are able to reduce patient transports by providing a preventive approach to healthcare, comprehensive Utilization Management (UM) and organized Medical Scheduling.

Dental Care

With our oral health program, AICs at the Clackamas County Jail will continue to receive dental treatment, not limited to extractions, when the health of the patient would otherwise be adversely affected. Treatments include any other services deemed necessary by the contracted dentist.

Currently, Clackamas County Jail has a dental clinic once per week. We propose offering dental hours two days per week. Refer to our proposed staffing plan in Section 5.4 Program Design/Strategy for details.

Optimized Dental Staffing

In our proposed staffing plan, we doubled the hours for the Dentist and Dental Assistant. Increased dental hours will help eliminate backlogs and lower wait times for patients to be evaluated for treatment.

An established priority system is used to guide treatment decisions, and proper infection control procedures are utilized for all oral treatment procedures. Documentation is standardized in the electronic health record to better document dental health conditions and treatment and, thereby, enhance communication among healthcare staff.

Everhealth/NaphCare provides the following dental services:

- Health Assessment, which includes a Dental Screening and Hygiene Examination
- Dental Assessments for patients who request dental services for urgent/emergent needs
- Emergency and routine dental care
- Temporary fillings
- Incision and drainage
- Control of bleeding
- Necessary emergency surgery
- Clinically indicated extractions
- Referral to dental specialist if needed
- Medically necessary dental-related prescriptions

Treating Substance Use Disorders (Including Opioid Use Disorder)

Among the first in the industry to offer in-jail Medication Assisted Treatment (MAT) programs, we believe in the promise of MAT to improve continuity of care for patients and reduce recidivism. MAT is the use of medications, counseling and behavioral therapies to treat substance use disorders. **We are especially proud of the MAT program and community partnerships in the Clackamas County Jail that are benefitting our patients as well as the local community.**

Clackamas County Jail MAT Program

Everhealth/NaphCare closely partners with the CCSO and community partners to offer a customized MAT program in the Clackamas County Jail, including continuation and initiation of treatment. Our approach to MAT is:

- 1) **Multidisciplinary**, involving medical and mental health practitioners;
- 2) **Multimodal**, treating with a combination of medication and counseling; and
- 3) **Multiphasic**, within the correctional facility and in the community post-release.

NCCCHC Pinnacle Award

In September 2021, we partnered with CCSO to earn NCCCHC accreditation for Opioid Treatment Programs – successfully putting Clackamas County Jail on track for the NCCCHC Pinnacle Award.

Safe Withdrawal and Detoxification Protocols

Everhealth/NaphCare is on a mission to improve the care of people suffering from withdrawal in jails. We have created and implemented advanced protocols for safely managing patients through drug and alcohol withdrawal, including our pioneering work on a revised protocol using a buprenorphine taper to reduce the risks and symptoms associated with opioid withdrawal.

The assessment of alcohol and drug withdrawal risk begins with the Receiving Screening. Patients are asked specific questions about alcohol and drug use. Based on their responses, the Comprehensive Detox Assessment is triggered to launch within TechCare. The Comprehensive Detox Assessment includes in-depth questions used to determine risk of withdrawal from substances that create clinically significant withdrawal states: alcohol, opiates and benzodiazepines. Patients are screened for all of these substances. Females of reproductive age using any of the above substance categories are tested for pregnancy, and if pregnant, are evaluated by a medical provider to determine appropriate treatment protocol. Documentation of the assessment and treatment is completed within TechCare. For patients at risk of withdrawal, the following actions are taken:

- Enrollment in the Detox Monitor within TechCare
- Treatment orders for comfort medications for nausea, diarrhea and generalized pain
- Treatment orders for vitamin supplements and electrolyte replacement hydration (e.g. Gatorade)
- Enrollment in an ongoing assessment and treatment protocol specific to the substance causing withdrawal:
 - Clinical Institute Withdrawal Assessment (CIWA-Ar)
 - Clinical Institute Withdrawal Assessment – Benzodiazepines (CIWA-B)
 - Clinical Opiate Withdrawal Scale (COWS)

Each encounter results in assignment of a score based on responses to questions covering a wide range of withdrawal symptoms including, but not limited to, anxiety, nausea, vomiting, restlessness, tremors, body aches

and hallucinations. These scores can then trigger more aggressive treatment protocols for medications for moderate to severe withdrawal.

If the clinician determines that a patient is intoxicated but not opiate addicted, the patient will be placed in a Sobering Cell. This temporary housing allows clinicians to monitor the patient at least every four (4) hours and security staff to monitor at least every 30 minutes until the patient is determined to be sober and safe to enter the general population.

Treatment Medications

All patients being monitored for detox will receive comfort medications and treatment to help with typical symptoms of withdrawal and dehydration. If scores indicate the patient has moved into a more significant state of withdrawal, patients may then be treated with advanced medications to avoid worsening withdrawal or complications, such as seizures and hallucinations.

- **Alcohol Withdrawal:** For alcohol withdrawal, benzodiazepines are most often used, in both corrections and the community, for avoidance of alcohol withdrawal induced seizures. Protocols built into TechCare offer recommendations for dosing of benzodiazepines based on the scoring of the CIWA-Ar.
- **Benzodiazepine Withdrawal:** For benzodiazepine withdrawal, a longer-acting benzodiazepine is recommended for prevention of seizures. In this case, providers typically use tapered doses of Librium (or chlordiazepoxide) based on the scoring of the CIWA-B.
- **Opioid Withdrawal:** The opioid crisis imposes increased risk and liability on local governments and correctional healthcare providers. Everhealth/NaphCare reduces liability and risk by offering advanced community standard of treatment for patients with opioid use disorder. For opioid withdrawal, most correctional facilities use comfort medications and blood pressure management as the primary treatments. NaphCare goes a step further.

We have incorporated an advanced protocol to administer a five-day taper of buprenorphine (Subutex) for patients who score a six (6) or higher on the COWS assessment. Buprenorphine is administered under close supervision by medical staff, who monitor patients until the medication is completely dissolved to decrease the potential for diversion. The protocol also calls for administration of fluids containing electrolytes by mouth or intravenously for patients with more severe volume depletion. The above-mentioned adjunctive medications are also administered, as needed.

Methadone Maintenance

Patients who are enrolled in a methadone maintenance program are evaluated for continuation while incarcerated. Everhealth/NaphCare will continue to partner with community agencies to provide treatment.

Access to MAT Medications

We provide a combination of FDA-approved MAT medications, including naltrexone (Vivitrol), buprenorphine and methadone, as appropriate and available. Based on an initial screening for admission to the MAT program, patients are assigned to a MAT medication based on continuity of care or appropriate treatment for induction. With patients for whom naltrexone is indicated and who elect to receive this course of therapy, oral naltrexone may be provided while the patient is incarcerated, with a Vivitrol injection and connection to care upon release.

We partner with community providers to connect patients to comprehensive MAT and behavioral therapy upon release.

Everhealth/NaphCare will not bear financial responsibility for Vivitrol or other injectable MAT medications. Everhealth/NaphCare will bear the cost of administration of oral buprenorphine (e.g. Suboxone and Subutex) and oral naltrexone as medically indicated for MAT within corrections.

Continuity of Care for Pregnant Females

Pregnant, opiate-addicted patients are not allowed to go through opiate withdrawal, as this endangers the well-being of the fetus. **Patients who are confirmed through testing to be pregnant and opioid addicted will be treated with opioid maintenance medications, such as methadone or buprenorphine, to ensure the well-being of the fetus.**

Discharge Planning and Re-Entry Program

The goal of Everhealth/NaphCare's Re-Entry Program is to improve public safety, reduce recidivism and address public health issues. Each patient's needs are identified at intake to initiate a plan to address key issues that will reduce the likelihood of recidivism, such as continued medical and mental healthcare, housing, medical insurance, transportation, Social Security Disability, and employment. We partner with organizations who work collaboratively with our onsite medical and mental health teams to supplement and expand our programming, as well as connect patients with education and community resources.

Re-entry Planning

Beginning at intake, every patient interaction is focused on preparation for community re-entry. Beyond planning for treatment, intake assessment data can be used to formulate re-entry plans and set achievable re-entry goals that match the abilities and needs of each AIC. For example, knowing the intellectual and cognitive abilities of AICs can help identify work/training opportunities available through community partners that realistically match an individual's skillset, which in turn promotes successful community re-entry and desistance from criminogenic lifestyles.

Each AIC receives a Re-entry Packet containing essential community resources including:

- Social Security Administration (SSA) office
- Veteran's Administration resources
- Local free clinics
- Local Health Department
- Homeless shelters
- Hospitals
- Outpatient day treatment programs
- Resources listed by city or town
- Dual diagnosis program

We ensure a team approach between medical and mental health after-care staff for discharge planning and development of an individual reintegration plan for patients with co-existing chronic diseases. The potential for long-term compliance is enhanced when care is delivered by a single community-based agency, decreasing transportation, communication and other barriers.

Once aware of potential release, a team member will meet with the patient within seven (7) days, or sooner if situationally and/or clinically indicated, to determine possible needs. If it is determined that further discharge

planning is needed, they will arrange necessary appointments prior to release and provide a copy of the Appointment Page and a Re-entry Packet to the patient. If no further discharge planning is needed, they will provide the patient with a Re-entry Packet.

Discharge Medication

In each patient's discharge plan, our provider will prescribe the required medication supply upon release, as well as provide the patient with a written prescription to be filled at a community pharmacy to ensure continuity of care. **All prescriptions filled by a community pharmacy are adjudicated by InMed at no charge to the patient.** Patients will receive an InMed card to take to a local pharmacy with their prescription.

We are sensitive to the cost of medications for patients living in the community. Assuming therapeutic equivalence, we encourage our prescribers to use medications that the patient will be able to obtain at the most reasonable cost once the patient returns to the community (e.g., Wal-Mart's \$4 prescription program).

Women's Health Services

According to The Sentencing Project, the number of women in prison has been increasing at twice the rate of growth for men since 1980. With this population only growing, it is vital that correctional facilities have the resources and programs necessary to meet the unique healthcare needs of female patients.

Pregnancy Testing at Intake

All females of childbearing age (15-54) will be given the option to take a pregnancy test at the time of booking. Those with a positive pregnancy screening will be referred to the appropriate provider for treatment as soon as possible after their arrival to the facility. Referrals will be prioritized based on risk factors.

Health Assessment

During the comprehensive health assessment, we will take note of the following information for female patients:

- Menstrual cycle
- Unusual bleeding
- Current use of a contraceptive medication
- Presence of an I.U.D.
- Breast masses
- Nipple discharge
- Pregnancy history
- Gynecological history to include menstrual problems, STDs and risk factors, most recent pap smear and any history of irregular pap smear results

If deemed medically necessary, we will perform a pelvic and breast examination within a reasonable amount of time.

Contraception

We will ensure that women receive appropriate contraceptive services as clinically indicated. We will provide emergency contraception as clinically indicated. Contraception will be made available upon request to females upon release.

Counseling and Care of the Pregnant Patient

Everhealth/NaphCare will provide family planning, pregnancy, prenatal care and postpartum care while incarcerated. Everhealth/NaphCare assumes no financial responsibility for newborn care and/or treatment. We ensure that pregnant patients receive appropriate prenatal care, obstetrical services for labor and delivery, and postpartum care. All policies and procedures adhere to NCCHC and ACA standards.

Prostheses and Aids to Impairment

We will ensure that medical and dental prostheses and aids are provided based upon our established policy and procedure, as well as NCCHC and ACA standards. We will provide medical and dental prostheses when the health of a patient would otherwise be adversely affected, as determined by the responsible physician or dentist.

Collaboration with Public Health

Everhealth/NaphCare will continue to cooperate with public health regarding testing and treatment of STIs, including but not limited to HIV and syphilis.

HIV Testing

Patients who, in the opinion of the attending physician, require an HIV test for diagnostic purposes, must be pre-counseled by the physician or designee who will document the counseling, obtain written consent, and witness the patient's signature on the consent form.

Patients who receive HIV testing for any reason must be informed of the results without unreasonable delay. If the results are found to be positive, the Medical Director or nursing staff may inform the patient of the results. Every patient who tests positive for HIV will receive counseling at the time the results are given. The patient will then be referred to the Medical Director for medical review within one week of being informed of the positive results.

Patients with HIV/AIDS are served through our chronic care services, which provide an extensive system for identifying, tracking, monitoring treatment.

Dialysis Clinic

Everhealth/NaphCare will continue to use a community dialysis provider and send patients offsite for necessary renal and dialysis services.

Quality Assurance (3.3.1. Scope: D. Minimal Requirements for Comprehensive Health Care Services; 12. Oversight Reporting/Quality Assurance)

Continuous Quality Improvement (CQI) and Quality Assurance (QA)

Throughout all our services, Everhealth/NaphCare applies quality and compliance principals and initiatives. We will continue to operate our QA and CQI program to monitor, evaluate and improve efficiency, cost-effectiveness, appropriateness and quality of healthcare services. Our QA/CQI program complies with NCCHC and ACA standards. Additionally, Everhealth/NaphCare will continue to cooperate with CCSO oversight and QA initiatives.

Everhealth/NaphCare's QA/CQI program involves an ongoing critique of our health program and services to identify best practices, correct deficiencies and limit risk exposure. Our site HSA coordinates the routine research

and analysis of data and statistics obtained through automatic and ad hoc reporting capabilities, environment inspections, and quality improvement studies.

Everhealth/NaphCare's corporate staff further supports onsite QA/CQI performance through the communication of Quality Initiatives that are performed at the Corporate Office. This would include findings identified by the Pharmacy and Therapeutics Committee, Morbidity and Mortality Committee, QA and Quality Improvement Committees, Compliance and Accreditation teams, and our pharmacy auditors. Multidirectional lines of communication ensure that accurate and relevant information is both produced and shared so that all groups can work together to identify concerns and develop solutions.

The CQI Program is comprised of the following reviews and studies:

- ✓ **Independent Review:** The evaluation of a healthcare professional's compliance with discipline-specific and community standards, including an analysis of trends in a practitioner's clinical practice.
- ✓ **Peer Review:** A process wherein, at set intervals or by special requests, the medical practices and management of a given practitioner are reviewed by another practitioner at the same or higher level. The clinical performance of the facility's primary care providers is reviewed at least annually.
- ✓ **Process Quality Improvement Study:** Examines the efficiency of the healthcare delivery process. Primary focus of a study may be on "high-volume," "high-risk," or "problem-prone" services of care. One example of an annual process study that we perform is the process of documentation on the electronic medication administration record (eMAR) in TechCare. The expected process is for the nurse to enter documentation on the eMAR for every scheduled medication administration (without exception).
- ✓ **Outcome Quality Improvement Study:** Examines whether expected outcomes of patients' healthcare were achieved. Primary focus of a study may be on "high-volume," "high-risk," or "problem-prone" services of care. For example, Everhealth/NaphCare is currently conducting outcome studies regarding our patients with diabetes to track the positive effect of mandated interventions on blood sugar values.

Medical Records (3.3.1. Scope: D. Minimal Requirements for Comprehensive Health Care Services; 20. Medical Records)

TechCare EHR

With Everhealth/NaphCare, Clackamas County will continue to use TechCare EHR to manage patient records and all healthcare protocols. Designed by and for

correctional healthcare professionals, TechCare is a corrections-specific electronic health record (EHR) and medical management system, comprehensively managing all healthcare protocols for local and state incarcerated populations. TechCare automates your healthcare workflows in compliance with national standards to improve the quality of patient care. Integration of critical systems ensures access to real-time data and reporting for complete oversight and accountability. **TechCare enables your clinical team to spend more time with patients and less time on administrative duties.** Developed by correctional healthcare experts, TechCare tracks the healthcare



activities of each patient, creating standardized treatment processes with transparent reporting from intake through discharge.

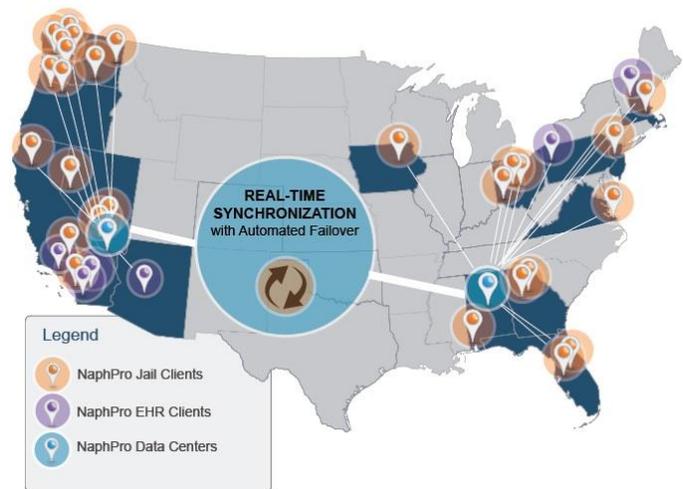
Electronic records are one of TechCare’s many features, but there is much more. TechCare tracks the healthcare activities of each patient upon incarceration, creating **standardized treatment processes** (with the appropriate documentation) from intake through discharge. It identifies patients’ critical medical needs and **ensures timely intervention** with appropriate care. **The TechCare system includes, but is not limited to the following main components:**

- ✓ Electronic Health Records
- ✓ Customizable Forms and Reports
- ✓ Off-site Medical Scheduling / Off-site Medical Services Tracking
- ✓ Detoxification Tool
- ✓ Chronic Care Management
- ✓ Grievance Tracking
- ✓ Screening Tools (Intake, TB, Mental Health)
- ✓ Specialty Care: Dental, OB, Optical, etc.
- ✓ Mental Health (Screening, Evaluation, Suicide Alerts)
- ✓ Pharmacy (Electronic Drug Orders, Electronic Medication Administration Records)
- ✓ Discharge/Re-Entry Support and Documentation
- ✓ Transfer Support and Documentation
- ✓ Interface Connections (JMS, Pharmacy, X-Ray, Laboratory, etc.)
- ✓ Sick Call
- ✓ Flags and Alerts
- ✓ Queues/Dashboards (Doctor, Nurse, Pharmacy)
- ✓ Infectious Disease Control
- ✓ Detailed compliance supporting logging and reporting

Reliability And Support

Everhealth/NaphCare has built a robust IT operations group that completely implements and manages the IT resources needed for TechCare.

- ✓ **24/7 Support** – TechCare is managed and maintained in-house with our full-time developers, infrastructure staff and clinically-trained support team. We maintain an **in-house, 24/7/365 IT Helpdesk Team**. To ensure a strong and prompt response to issues, Everhealth/NaphCare guarantees a strict Service Level Agreement (SLA) with our **response times averaging 15 minutes**, no matter the time of day.



No other correctional EHR can do this, nor do they have the dedicated IT support needed to keep the infrastructure and application at peak performance. We regularly test these scenarios and have seen TechCare perform flawlessly countless times.

- ✓ **Always On, Redundant System** – TechCare is **designed for correctional facilities** and will continue to operate when other EHRs cannot. As the following paragraphs describe, Everhealth/NaphCare installs **redundant servers** and redundant network/Internet connections at your facility that support an **automated**

failover system. In the event that local resources become unavailable, the application will re-direct to servers at Everhealth/NaphCare's corporate datacenter.

TechCare Cloud (NaphPro System)

Our redundant systems and data backup processes, using the cloud, ensures that **critical healthcare information is always available.** Beyond providing software, we offer **turn-key, cloud-hosted services that are owned, managed and maintained by Everhealth/NaphCare.** Using redundant data centers in Birmingham, AL, and Las Vegas, NV, in addition to redundant network connections and off-line mode, the NaphPro system remains resilient where other systems fail. Our SaaS solution includes:

- Hot-Site Failover (two-minute synchronization)
- Data Backup Sets (for point in time recovery)
- Completely owned and managed by NaphCare
- Dedicated, Private WAN links between NaphCare and your deployment
- Complete segmentation with dedicated resources

HIPAA Compliance and Health Information Security

TechCare meets or exceeds all RFP EHR requirements. Our primary goal for all standards is to maintain the security and privacy of protected health information (PHI) and electronic protected health information (ePHI) as mandated by HIPAA and HITECH. Everhealth/NaphCare has adopted HIPAA Security Policies and Procedures that have been approved by our HIPAA Privacy Official, Security Official, IT department and Human Resources department.

Reporting (3.3.1. Scope: D. Minimal Requirements for Comprehensive Health Care Services; 21. Reporting)

Data-Driven Reporting with TechCare

TechCare enables administration to build and customize reports based on desired information. Reports are created with combinations of scheduling, billing or clinical information by selecting data from every field of information stored within the system. Our reporting system allows clients to pull resulting data from one patient, a group of patients or all patients.

Reports Native to TechCare

TechCare offers reporting functions that are clinically meaningful to users. **Any data elements that are captured in TechCare can be used to generate reports.** Reports can be customized to any format and contain any data requested by the client. TechCare provides administrative data with reports that shows the current, daily, monthly and yearly snapshot of medical activity. Hundreds of reports come pre-loaded in TechCare as the following examples illustrate. This list is an example of the reports that are provided, at a minimum:

- Daily Hospitalization Report (*via email*)
- Detailed Weekly Report
- Detailed Monthly Utilization Report
- Inpatient/Outpatient Statistical Report by Service
- Offsite Visit Report

Management Reporting

Standard management reports are a defined record of the current status of workload, productivity and patient activity in each facility. Our software implementation team works to configure these daily reports for your management team. These reports can be viewed on a report dashboard within TechCare and/or sent securely to the management team via email on a scheduled basis. By default, the standard management reports contain the following details:

- Active patient counts
- Intakes completed
- Quantity and percentage of patients receiving care/medications for certain diagnosis
- Visits/Sick Call appointments/Chronic Care for Medical/Mental Health and Dental Care
 - Scheduled by specialty and level of care (Provider, Nurse, etc.)
 - Completed by specialty and level of care (Provider, Nurse, etc.)
- Medications
 - Quantity ordered by category
 - Quantity administered by category
 - Quantity of missed or refused medications
 - Quantity of non-formulary orders (approved and not approved)
- Diagnostic Labs/Radiology
 - Quantity ordered/received/reviewed
 - Quantity of non-formulary orders (approved and not approved)
 - Quantity abnormal results
- Offsite/Hospitalization
 - Quantity of patients hospitalized
 - Offsite appointments scheduled for the day/town trips
 - Patients sent to Emergency Room
- Observation/Medical Housing/Mental Health Housing
 - Quantity of patients admitted/discharged to observation
 - Quantity of patients admitted/discharged to medical or mental health housing
 - Average length of stay calculated by medical/mental health housing unit
- Productivity reports by facility, user and user role.

Aggregation and Trending

The information gathered and stored as part of these daily management reports is aggregated to form monthly, quarterly and annual reports that clearly show trends and drive decision making. These simple reports are built by correctional healthcare experts to summarize and concisely communicate the most important information.

Scheduled Reporting

Statistical Daily Reports pertaining to medical services rendered are submitted to Administration, and a monthly healthcare compliance report to the Contract Monitor, administrators, and/or their designees, to assist management with the efficient and direct correlation of contract compliance indicators, including:

- | | |
|----------------------------|--------------------------|
| • Completed intake screens | • Pharmacy report |
| • Sick calls | • Lab reports |
| • TB tests | • Diagnostic reports |
| • Chronic care clinics | • Suicide watch |
| • Offsite referrals | • Detoxification numbers |

Offsite Reporting

Data has value when it can be used to improve the care delivery process. We analyze costs, trends, and provide reports in any format you request. We study statistics that aid you in improving your utilization of off-site care. Our sophisticated reporting capabilities, combined with our strong correctional operations experience, will generate meaningful reports with information you can use.

- **Daily Hospitalization Report**—including reason for admission and length of stay.
- **Detailed Monthly Utilization Report**—including detailed time frames for each process of the review.
- **Inpatient and Outpatient Statistical Report**—by service and location.
- **Specialty Services**—consults, procedures, and diagnostic services.
- **ED Trips**—by service and location.
- **Utilization Review**—by disease classification.

Custom Reports

Everhealth/NaphCare clients can build reports within TechCare without having to contact us separately. We connect facility administrators with the medical team through an easy-to-use reporting system that provides full transparency and keeps you informed of our services throughout your jail.

- TechCare gives administration the ability to build and customize reports based on desired information. Reports are created with combinations of scheduling, billing or clinical information through selecting data from every field of information stored within the system. Our reporting system allows clients to pull resulting data from one patient, a group of patients or all patients. Access to those reports can be as limited or liberal as based on role designations. Once these reports are customized to the individual client they are available with a simple click from the Reports tab.
- Staff have interactive capability and can work directly from reports. For example, nurses responsible for medication preparation can easily do so based on patient location and required medications. All information is sortable with a simple click of any of the column headers.

Third Party Insurance Impacts (3.3.1. Scope: D. Minimal Requirements for Comprehensive Health Care Services; 23. Utilization Management)

Third-Party Billing and Patient Insurance Verification

Everhealth/NaphCare captures each patient’s Medicaid status or private insurance information within the patient’s health record during the Receiving Screening at intake. As applicable, we seek funding from the proper responsible party, including patients, Medicaid or third parties. If a patient has personal health insurance, we make a positive attempt to have their insurance carrier pay for all services possible, including emergency, hospital and in-patient services.

Utilization Management

Utilization Management is a vital service through which we review, authorize, and track offsite care, allowing us to ensure that all care provided offsite is medically necessary and that onsite care is prioritized to reduce patient transports and inpatient stays when possible.

Everhealth/NaphCare’s Utilization Management (UM) nurses help to ensure that the correct payor is billed for hospital and specialty services. When a patient is hospitalized, our team of UM nurses notifies the hospital if the patient has applicable Medicaid or private health insurance so that the hospital can bill the appropriate payor directly. The patient’s “Carrier” information and “Responsible Party” are also listed within TechCare. Payor information stored in TechCare syncs with our claims adjudication software, so private insurance and Medicaid eligible claims are automatically denied and the provider is notified to bill the correct payor.

If a patient does not have coverage, UM nurses will work with the hospital and the facility to make sure the patient fills out a Medicaid enrollment application.

Case Review

Our UM process is managed in TechCare, which provides consistent tracking and ironclad documentation. TechCare generates and sends automatic reminders to healthcare staff to use in monitoring offsite care and providing follow-up. We consider the following factors during the review process:

- ✓ Determine whether an offsite trip is necessary or whether onsite care is more effective
- ✓ Evaluate medical necessity based on industry standards and jail-based NaphCare and NCCHC Standards
- ✓ Maximize onsite capabilities
- ✓ Ensure care is consistent with community standards, contractual, or legal mandates
- ✓ Coordinate onsite and offsite care – eliminates duplication of services

Utilization Management includes three types of review:

Prospective Review	Concurrent Review	Retrospective Review
Occurs prior to care	Occurs during hospitalization	Occurs after care has been delivered
For acute care and specialty care requests	For patients admitted to care facility	For acute, emergency cases immediately referred offsite; for concerns that may arise regarding the quality and appropriateness of a patient’s care
Review offsite requests to determine medical necessity and provide timely access to services for acute care needs.	Provide oversight to ensure appropriate treatment, efficient delivery of services, and timely preparation for discharge.	Review cases to confirm care was appropriate and provided at the most efficient, effective level.

Corporate, Tort Claims, and Litigation (3.3.1. Scope: C. Proposer Qualifications; 5. Healthcare Services; 3. Structure and Litigation)

A Partnership You Can Trust: NaphCare & Everhealth

In January 2023, NaphCare launched a new wholly-owned subsidiary in the Pacific Northwest under the name **Everhealth, LLC**. NaphCare established this new entity to leverage additional benefits to business operations in the states of Oregon and Washington. Such benefits include liability/risk protection mechanisms, management

flexibility, and additional advantages related to retention of insurance coverages in an ever-changing insurance marketplace. We believe that Everhealth, LLC provides strategic advantages to operating in the Pacific Northwest, which will in turn provide for greater protection of our team members, our patient population and our contracted partners.

Organizational Structure

If re-awarded the contract following this RFP, NaphCare will transition the Clackamas County contract to Everhealth. **While our name will change, everything else remains the same.** You will still have access to all of NaphCare’s resources, including our regional and corporate teams.

We operate with a simplified management structure. **We strongly believe in open, responsive communication in which the facility’s management, security and healthcare program work together.**

Clackamas County will continue to work with the team that you know and trust. And you will continue to have direct access to our executives with the ability to reach our CEO Brad McLane in one phone call.

We have included Everhealth/NaphCare’s corporate organizational chart in Appendix C.

Oversight and Escalation

Everhealth/NaphCare seeks to continuously improve and enhance healthcare services for our clients and the patients we serve. We offer our commitment to continue to evaluate, evolve and adapt to meet the ever-changing needs of the CCSO and Clackamas County Jail.

We will continue our daily communication protocol with Clackamas County Jail administrative staff. We will continue to coordinate closely with the administrative and security staff in the facilities in regard to sick call, offsite appointments, medication distribution and other medical services.

Our regional leadership, **Tim Pearce and Marsha Hanna, will continue meeting weekly with Captain Lee Eby and Melanie Menear** to address any concerns the County or jail administration may have. And **Marsha will be onsite monthly** to oversee the medical staff and discuss with jail administration the needs of Clackamas County Jail.

We offer our commitment to continue to evaluate, evolve and adapt to meet the ever-changing needs of your jail. We look forward to continuing our partnership with you and working toward our common goal of **achieving the NCCHC Pinnacle Award for the Clackamas County Jail.**

Penalties and Fines, Terminated Contracts and Litigation

We have included Everhealth/NaphCare’s responses to the above requirements in Appendix A (Confidential).

5.4 Program Design/Strategy

Staffing

Everhealth/NaphCare Approach to Staffing

Optimizing the right staffing model for your operation is a critical component of ensuring quality patient care. With over 30 years of experience staffing facilities of varying sizes across the country, we have developed models that deliver the most efficient staffing to provide the highest level of patient care. Our approach to staffing focuses on operationalizing our Proactive Care Model and empowering our clinicians to maximize time spent on direct patient care.

We hope to continue our partnership with you in providing proactive healthcare services. While we believe this proposal provides an efficient staffing model that provides for quality patient care, **we are flexible and open to negotiating a revised staffing approach that will best meet the needs of Clackamas County.**

Staffing Plan for Clackamas County jail

Everhealth/NaphCare offers the Clackamas County Jail a staffing plan to elevate patient care, focused on identifying and rapidly treating medical and mental health conditions in the critical first hours and days following booking. Our proposed staffing matrix consists of 29.3 Full Time Equivalent (FTE) employees, including clinical, supervisory and support positions designed to administer all functions necessary for effective care pursuant to the requirements of the RFP and in compliance with all relevant standards.

Our proposed staffing plan ensures optimal staffing to meet RFP requirements, including:

- ✓ **Additional Medical and Dental Provider Coverage:** We recommend increasing provider-level coverage for prescribing, onsite consults and dental care. We have included more hours for the Medical Director and NP/PA, as well as doubled the hours for the Dentist and Dental Assistant. Increased dental hours will help eliminate backlogs and lower wait times for patients to be evaluated for treatment.
- ✓ **RN at Intake 24/7.** An RN will be assigned to intake 24/7 to support our Proactive Care Model. The intake RN will perform medical and mental health Receiving Screenings upon booking and complete the comprehensive Health Assessment upfront, during intake. Performing a robust Receiving Screening and history and physical examination at intake promotes early identification of medical and mental health needs, enables early intervention and decreases patient movement within the jail.
- ✓ **Decentralized Sick Call and Medication Pass.** Medication administration will be provided daily by LPNs. Using a laptop with full access to TechCare during medication pass, LPNs are able to review each patient's health record in real-time, enabling them to efficiently complete medication pass, triage sick call requests, implement basic nursing protocols and monitor patients on detox protocols while in the unit. For requests requiring RN or Provider attention, LPNs are able to electronically flag and prioritize the requests in the appropriate TechCare queue.

This model optimizes the onsite patient care role to facilitate the efficient completion of medication passes and prompt face-to-face triage of sick call requests consistent with NCCHC standards. To ensure

that patients are seen in a timely manner, nurses will triage sick calls on each shift for follow-up by a provider within 24 hours, ensuring the most urgent patient care needs are addressed first.

Value-Added Corporate Support

Everhealth/NaphCare enhances onsite staffing and patient care with value-added corporate support functions, including our in-house pharmacy and exclusive STATCare telehealth service. STATCare is our centralized team of Nurse Practitioners who are available 24/7 to support the intake process and onsite clinicians. STATCare is a unique service provided exclusively by NaphCare and is unmatched across the industry. Our STATCare team supplements your onsite clinical team, adding a robust layer of oversight and quality patient care at no added cost to the Clackamas County Jail.

Everhealth/NaphCare Staffing Matrix

Clackamas County, OR									
Everhealth/NaphCare Staffing - ADP 500									
	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Hours	FTE
Position Title	Day Shift								
Health Services Administrator	8 000	8 000	8 000	8 000	8 000			40	1 000
Director of Nursing	8 000	8 000	8 000	8 000	8 000			40	1 000
Administrative Assistant	8 000	8 000	8 000	8 000	8 000			40	1 000
Medical Assistant/Medical Records Clerk	8 000	8 000	8 000	8 000	8 000			40	1 000
Registered Nurse	12 000	12 000	12 000	12 000	12 000	12 000	12 000	84	2 100
Registered Nurse - Sick Call	8 000	8 000	8 000	8 000	8 000	8 000	8 000	56	1 400
Registered Nurse – Booking	12 000	12 000	12 000	12 000	12 000	12 000	12 000	84	2 100
RN MAT Program Coordinator	8 000	8 000	8 000	8 000	8 000			40	1 000
Licensed Practical Nurse	24 000	24 000	24 000	24 000	24 000	24 000	24 000	168	4 200
NP/PA	8 000	8 000	8 000	8 000	8 000			40	1 000
Medical Director	8 000							8	0 200
Psych NP	8 000	8 000	8 000	8 000	8 000			40	1 000
Mental Health Professional	10 000	10 000	10 000	20 000	10 000	10 000	10 000	80	2 000
Dentist						5 000	5 000	10	0 250
Dental Assistant						5 000	5 000	10	0 250
LPN - Residential Treatment & Counseling Center	8 000	8 000	8 000	8 000	8 000	8 000	8 000	56	1 400
	Night Shift								
Registered Nurse - Charge	12 000	12 000	12 000	12 000	12 000	12 000	12 000	84	2 100
Registered Nurse - Booking	12 000	12 000	12 000	12 000	12 000	12 000	12 000	84	2 100
Licensed Practical Nurse	24 000	24 000	24 000	24 000	24 000	24 000	24 000	168	4 200

Total FTEs 29.300

Training

Team Everhealth/NaphCare Orientation

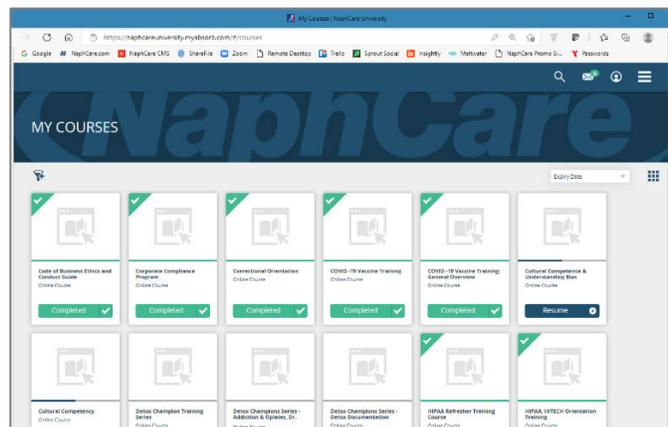
Everhealth/NaphCare has created an extensive orientation process for all healthcare staff. We will continue to be responsible for ensuring that all new staff are properly cleared for entry into the facility, and we will ensure that all new healthcare staff receive orientation and appropriate training regarding onsite medical practices and security. **All new staff will be partnered with an experienced staff member for training purposes until jail security clearance is completed.**

All newly hired, full-time healthcare staff will receive 40 hours of pre-service training and orientation within the first 30 days of employment. Each employee will receive a detailed Orientation Manual specific to their related duties. We provide a comprehensive training program with experienced healthcare staff of the same job description. All healthcare employees learn about a variety of specific issues within the following topics:

- Advanced Clinical Provider Care
- Alcohol & Drug Withdrawal
- Blood Borne Pathogen Policies
- Documentation and Confidentiality of Records
- Electronic Health Record Orientation
- Emergency Care
- Facility Specific Policies and Procedures
- General Healthcare Issues (i.e., dietary, laboratory, radiology, etc.)
- Observation Care
- Inmate Physical Exams
- Inmate Release/Transfer
- Medication Administration
- Mental Health Screenings, Evaluation and Suicide Prevention
- New Inmates, Screenings, etc.
- Orientation to the Correctional Environment
- Pharmaceuticals
- Risk Management, Safety, and Security
- Sick Call Procedures
- Special Housing
- Specific Position Orientation
- Stocking and Restocking of Medical Supplies

NaphCare University – available to Everhealth

NaphCare provides training and education in several forms: written material, formal classroom training, hands-on training and web-based training via NaphCare University. Our online learning management system, NaphCare University, allows for easy tracking and reporting of training completion. NaphCare University generates reminders regarding completion and examination scores. **NaphCare University generates email reports for easy tracking, accountability and review of staff training.**



In-Service Training

Our initial healthcare training and ongoing in-service training focuses on specific clinical issues, professional ethical standards, and topics relevant to corrections.

Continuing Education

We invest in our team members to support their professional and personal goals so that they can reach their full potential with Everhealth/NaphCare. We provide our qualified healthcare professionals with comprehensive, *correctional-specific* education that complies with NCCHC and ACA education standards for certification. **The advantages and benefits of continuing education impact both our employees and our clients:**

- Enhances the quality of patient care
- Expands our healthcare team’s base of knowledge
- Meets organizational standards such as NCCHC, ACA, OSHA AND JCAHO
- Spotlights current trends and issues in the field of correctional healthcare
- Reinforces the value of our healthcare staff

Free CEUs through NetCE

Everhealth/NaphCare has a partnership with NetCE that provides **free CEU/CME for our staff**. NetCE uses a rigorous peer review process to ensure that all activities and content are up-to-date. This service streamlines continuing education for all Everhealth/NaphCare employees to meet state-specific requirements for maintaining licensing.

Achieving Clinical Excellence: ACE Learning Series

Everhealth/NaphCare developed the ACE Learning Series to maintain and improve the skill sets of our team. The ACE Learning Series provides focused instruction whenever new skills or tools are introduced or whenever gaps in knowledge are identified. ACE topics are designed to support and expand educational programs provided through NaphCare University. Instruction is provided and reinforced through various methods to include posters, online videos and presentations, handouts and reference cards.

ACE topics include:

- STATCare Communication Tools
- Suicide Risk Assessment: Columbia Suicide Severity Rating Scale
- COVID-19 Vaccination Administration
- Safe Withdrawal and Detox Protocols
- Integrated Mental Health Care

Annual Training Requirements

Several courses on the Healthcare Staff Orientation / Competency Checklist are annual requirements. Additionally, HSAs are required to attend NCCHC Conferences at least once per year.

Training	Participating Staff
Annual training on Suicide Prevention	All staff
Continuing Education courses and in-service training	All healthcare staff
Training for non-medical staff	For correctional officers by healthcare staff
MH training for correctional staff assigned to MH unit	For correctional officers by healthcare staff

Orientation and annual in-service training on medication administration for medical and non-medical staff	All staff
Basic orientation during 1st day of employment	All staff
In-depth orientation within first 90 days of employment	All staff
Training on non-formulary medication	All staff
Annual Mass Disaster Drill (so that each shift participates over a three-year period)	HSA and staff
Annual Man-Down Drill per shift	HSA and staff
Monthly Table Top Exercises	HSA and staff
Dental training and oral screening training	For intake staff by Dental Provider
Training on nursing protocols	All staff

Transportation Plan

Reducing Transports through Onsite Care

One of our cost containment strategies is to reduce offsite transportation while maintaining high-quality patient care. We reduce patient transports at our client facilities by providing a preventive approach to healthcare combined with data-driven Utilization Management (UM) and Medical Scheduling.

✓ Preventive Approach to Healthcare

We place great emphasis on preventive medicine. We identify important issues early so we can intervene early. **We believe this approach is best for patients because it keeps them healthy and stable, and best for correctional facilities because it reduces offsite trips and emergency medical situations.**

From the initial receiving screening to the completion of the health and physical assessment, from nursing protocols for routine sick call requests to managing complex chronic conditions, we follow a pattern that combines multiple levels of triage with opportunities to intervene and educate patients.

✓ Reducing Offsite Transports at Intake

For Clackamas County, the intake process is evolving to meet the needs of the County. The RN at intake will triage and assess the patient as being medically safe to enter the jail prior to acceptance in the jail. If the patient is medically unsafe for admission, the arresting agency will then transport the patient to the hospital for medical clearance. This allows command staff to stay onsite and reduces offsite transport costs for Clackamas County.

✓ UM Program

We take correctional UM to a new level by reviewing all offsite services. When offsite care is required, our UM team collaborates daily with health services staff and community providers to ensure appropriate usage of healthcare services.

Our electronic health record, TechCare, is integral in managing offsite patient care. Not only do we provide a daily list of all patients currently hospitalized, we also detail the clinical course and treatment plan. **This data allows us to track and trend offsite care in order to find opportunities to reduce costs and bring specialties onsite.**

✓ **Organized Medical Scheduling**

Our process for offsite requests ensures seamless preparation and performance of patient offsite care. From your facility, our Administrative Assistant organizes and executes every step of the process with the priority on communication and cooperation for the most organized, cost-efficient and safe results. We work to group offsite appointments, minimizing costly transport and security needs.

✓ **ED Training**

We provide training in Emergency Department skills as another way to improve care and reduce the number of offsite visits at our client facilities. The training topics include management of wounds (suturing vs. skin glue), fractures (when to splint vs. send to ED for urgent evaluation), seizures, head injuries, epistaxis and eye injuries. This teaching is invaluable, as it gives our clinical staff the education and tools to manage more issues onsite and improves the overall healthcare of our patients. ED training can be provided through a combination of on-demand video content, webinar/skype seminars and live in-person training.

✓ **Wound Care**

NaphCare also provides a telehealth wound care program that provides electronic clinical review and a weekly, personalized supply and delivery of needed medications for onsite wound care. Supported by board-certified physicians and certified wound care nurses, this program uses evidence-based protocols and a wound care supply formulary to increase clinical care capacity. Outcomes include reduced incidence of wound infections and amputations, improved patient compliance and healing rates, and reduced hospitalizations.

✓ **Medical Watch**

We provide medical watch for non-medically complicated patients preventing offsite transport for basic medical needs. Providing medical watch onsite for routine vital checks and other non-invasive medical procedures allows custody staff to remain onsite and keeps medical staff available for emergent needs.

✓ **Onsite Specialty Clinics**

We seek to provide the maximum level of clinical activity onsite in order to achieve increased security and enhanced cost-effective care. With proven negotiation and network development skills, the Network Management department will source onsite specialty services as the volume of patient care needs merits and space available permits.

Policy and Procedures

Everhealth/NaphCare Policies and Procedures

We have an established Policies and Procedures Manual for the Clackamas County Jail based on NCCHC standards that incorporates all essential healthcare and administrative forms for use by onsite clinicians. In collaboration with your leadership, we will maintain this site-specific policies and procedures manual in alignment with your existing policies. All policies and procedures comply with federal and state laws, rules, regulations and guidelines, as well as with correctional healthcare standards of NCCHC and ACA.

Comprehensive and thorough policies and procedures exist for all aspects of the healthcare delivery system. Policies and procedures are approved by the HSA, onsite Medical Director, and Jail Administrator and/or designee.

Each policy and related procedure are reviewed regularly, at least annually, and documented through appropriate dates and signatures. We will continue to maintain and conduct an annual review of administrative and operational policies and procedures. Each policy and procedure cross-references the applicable NCCHC standards for ease of reference.

Routine updates and training on all policies and procedures are provided to health care staff, documented and available for inspection. Each new staff member will receive thorough orientation to all health-related policies and procedures, and documentation will be maintained in the employee's personnel and training files. Policy manuals are available to all health services staff, independent contractors, or subcontractors at all times in an accessible area in the health services unit. Healthcare staff can also access our policies and procedures manual online to obtain important information 24 hours a day, seven days a week.

Transition

Continuity of Care with Everhealth/NaphCare

Since January 1, 2019, NaphCare has successfully demonstrated our ability to provide medical services specifically for the Clackamas County Jail. **Through our subsidiary Everhealth, we will continue to operate the existing services, systems, policies and procedures that are currently in place.** As the services we are proposing are similar to those in our existing contract, Everhealth/NaphCare guarantees uninterrupted service for all Clackamas County Jail patients. This will allow the County to forego a cumbersome transition and the disruption of delivery of patient care. Continuity in the medical services provider benefits everyone: patients, correctional staff, county administration and healthcare staff.

- Guarantee of complete continuity of care
- Continuity in the EHR system – Clackamas County will not have to undergo the transition to a new EHR, which can be both expensive and cumbersome; additionally, the staff will not have to learn how to operate a new system
- Everhealth/NaphCare's familiarity with the Clackamas County Jail is conducive to not only quality medical services, but also to effective facility security
- Everhealth/NaphCare has already developed the policies, procedures, programs and internal/external relationships necessary to continue delivering top-quality care, with no gaps in access to care due to a transition
- With Everhealth/NaphCare, the County will not incur any additional costs relating to transition or start-up
- Our company leadership and current project management team will continue to provide consistent, accessible leadership, just as we have since beginning the contract in 2019

Everhealth/NaphCare seeks to continuously improve and enhance healthcare services for our clients and the patients we serve. **Our regional leadership, Tim Pearce and Marsha Hanna, will continue meeting weekly with Captain Lee Eby and Melanie Menear to address any concerns the County or jail administration may have.** We offer our commitment to continue to evaluate, evolve and adapt to meet the ever-changing needs of your jail. We look forward to continuing our partnership with you and working toward our common goal of **achieving the NCCHC Pinnacle Award for the Clackamas County Jail.**

5.5 Budget

Budget should be on a time and material with a not to exceed fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

3.3.1. Scope: D. Minimal Requirements for Comprehensive Health Care Services; 24. Pricing

We appreciate the opportunity to continue our partnership with the Clackamas County Sheriff's Office (CCSO) as set forth in RFP No. 2202-95 Comprehensive Correctional Medical, Dental, Pharmaceutical, and Mental Health for the Clackamas County Jail. As your current partner, we have a firm understanding of your healthcare cost history as well as the current landscape of expenses in the healthcare market. This unique understanding allows us to effectively budget for the cost of healthcare services as laid out in the RFP to best meet the needs and expectations of Clackamas County. We hope to continue our trusted partnership to provide quality, cost effective healthcare services to the adults in custody at the Clackamas County Jail.

- a. Everhealth/NaphCare pricing is for comprehensive services without limitations, including on-site AIC health care, furnishing of all professional services, labor, supplies, insurances, licenses, outside health services and pharmaceutical expenses (as defined below in "c."), and any applicable taxes necessary or proper for completion of the scope of work.
- b. The cost of offsite medical services includes inpatient hospitalization costs, emergency room visits, ambulance transportation expenses, outpatient surgeries, outpatient physician consultations, outside specialist fees, offsite diagnostic procedures, all dialysis treatments, both onsite (if deemed economically feasible by Everhealth/NaphCare) and offsite, and managed care network fees.
- c. Components covered under pharmaceutical costs include: over-the-counter (O.T.C.) medications, formulary and non-formulary medications, back-up pharmacy expenses, injections, vaccines (including Hepatitis B, flu and rabies), courier service and dispensing fees. However, consistent with our current contract and in an effort to keep unnecessary budget costs down, Everhealth/NaphCare will maintain no financial responsibility for blood factor medications/treatments or Hepatitis C Medications. Everhealth/NaphCare will supply any medically necessary medications/treatments at its costs on behalf of the CCSO, and seek reimbursement from the County as part of monthly invoicing.
- d. CCSO payments to Everhealth/NaphCare shall be less any monthly telephone charges for toll and long-distance telephone calls made from Facilities' provided telephones, upon receipt of invoice from the County.

Variable Per Diem Above 500 ADP

If the AIC population increases to a level greater than a 500-ADP on a monthly basis, Everhealth/NaphCare will charge a variable cost per diem to cover the incremental variable costs of providing services to an additional population by the following formula and rate:

Actual ADP – Contracted ADP x number of days in the month x \$6.69 Per Diem Rate

Everhealth/NaphCare: Your Partner of Choice

We are proud of the partnership we have developed with the County since beginning services in January 2019, and we are committed to continuing our work together to further advance your correctional healthcare program. With Everhealth/NaphCare, you will continue to experience innovation in every aspect of our care delivery – all aimed at improving patient outcomes, containing costs, and preparing patients for a safe and healthy return to the community. We are flexible and willing to negotiate revisions to meet the objectives of the CCSO. We look forward to further discussion of our proposal to achieve desired outcomes for Everhealth/NaphCare and Clackamas County.

Everhealth/NaphCare: 5-Year Term Pricing

RFP No. #2022-95 - Everhealth/NaphCare Pricing	July 1, 2023 - June 30, 2024	July 1, 2024 - June 30, 2025	July 1, 2025 - June 30, 2026	July 1, 2026 - June 30, 2027	July 1, 2027 - June 30, 2028
Personnel Services	\$ 4,353,166.33	\$ 4,570,824.63	\$ 4,799,365.92	\$ 5,039,334.17	\$ 5,291,300.84
Residential Center Costs	\$ 145,535.55	\$ 152,812.33	\$ 160,452.94	\$ 168,475.59	\$ 176,899.37
Medical Supplies	\$ 48,125.00	\$ 50,531.25	\$ 53,057.81	\$ 55,710.70	\$ 58,496.24
Ancillary Services	\$ 98,200.00	\$ 103,110.00	\$ 108,265.50	\$ 113,678.78	\$ 119,362.71
Pharmacy Services	\$ 330,000.00	\$ 346,500.00	\$ 363,825.00	\$ 382,016.25	\$ 401,117.06
Outside Medical Services	\$ 425,000.00	\$ 446,250.00	\$ 468,562.50	\$ 491,990.63	\$ 516,590.16
Malpractice Insurance	\$ 177,400.00	\$ 186,270.00	\$ 195,583.50	\$ 205,362.68	\$ 215,630.81
Administrative Costs	\$ 350,000.00	\$ 367,500.00	\$ 385,875.00	\$ 405,168.75	\$ 425,427.19
Taxes and Licenses	\$ 1,020.00	\$ 1,071.00	\$ 1,124.55	\$ 1,180.78	\$ 1,239.82
Annual - Total	\$5,928,446.88	\$6,224,869.20	\$6,536,112.72	\$6,862,918.32	\$7,206,064.20
Monthly - Total	\$ 494,037.24	\$ 518,739.10	\$ 544,676.06	\$ 571,909.86	\$ 600,505.35

5.5. References

References: Trusted Partners

Everhealth/NaphCare successfully manages contracts and provides comprehensive healthcare across the country. We have provided below the requested references. We encourage you to contact each of these references to hear directly from our partners how we have advanced their healthcare programs.

We have included Everhealth/NaphCare’s references in Appendix A (Confidential).

5.6. Completed Proposal Certification

Please refer to the following page for Everhealth/NaphCare's completed proposal certification form.

PROPOSAL CERTIFICATION
RFP #2022-95

Submitted by: Bradford McLane, Inc., a Alabama corporation d b a E nterhealth, a Washin ton imited iabilit ompan
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: Bradford McLane Date: February 1, 2022
Signature:  Title: Executive Director
Email: brad.mclane@naphcare.com Telephone: 503-251-1111
Oregon Business Registry Number: _____ OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

Appendix A (CONFIDENTIAL)

Attached hereto is material marked “CONFIDENTIAL” which Everhealth/NaphCare asserts is a trade secret as defined by ORS 192.501(2) which states as follows:

“The following public records are exempt from disclosure...unless the public interest requires disclosure in the particular instance: (2) Trade secrets. ‘Trade secrets,’ as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within an organization and which is used in a business it conducts, having actual or potential commercial value, and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.”

NaphCare, Inc. is a private corporation. NaphCare and all subsidiaries, including Everhealth, LLC, take steps to keep secret company financial data, Formulary, Top Medication List, and the client information contained in the attached summary of litigation and contractual documents, and such information derives independent economic value.

Appendix A (Confidential) includes the following:

- Everhealth/NaphCare Current Client List
- References: Major Suppliers
- Corporate, Tort Claims, and Litigation (3.3.1. Scope: C. Proposer Qualifications; 5. Healthcare Services; 3. Structure and Litigation) – Responses to Penalties and Fines, Terminated Contracts and Litigation
- References: Trusted Partners

Facility	Start Date	ADP	Services Provided	NCCHC Accreditation(s)
<p>Contracted with Everhealth LLC</p>				

Current Clients List



Facility	Start Date	ADP	Services Provided	NCCHC Accreditation(s)
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Current Clients List



Facility	Start Date	ADP	Services Provided	NCCHC Accreditation(s)
[Redacted Content]				

Current Clients List



Facility	Start Date	ADP	Services Provided	NCCHC Accreditation(s)
[REDACTED CONTENT]				

Current Clients List



Facility	Start Date	ADP	Services Provided	NCCHC Accreditation(s)
[Redacted Content]				

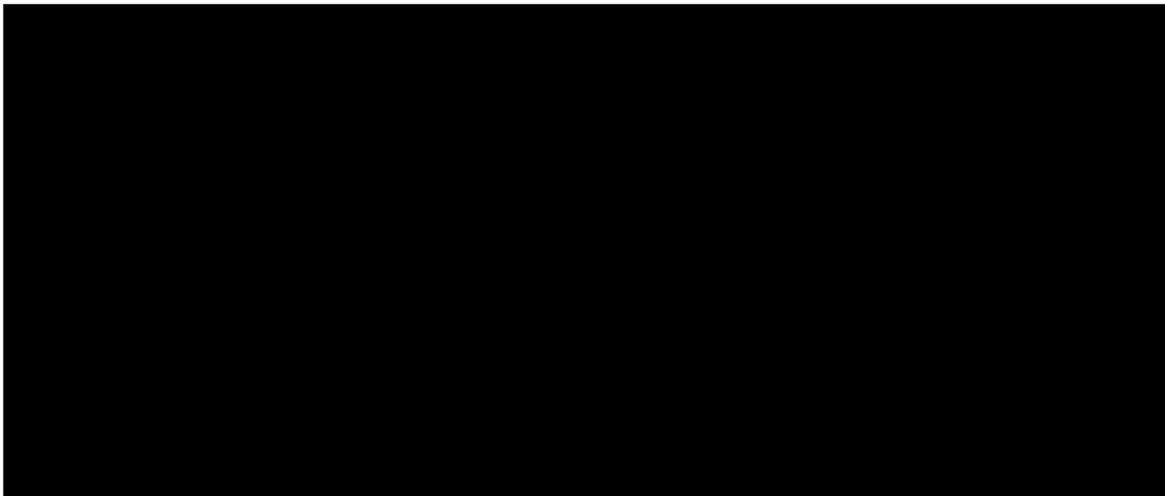
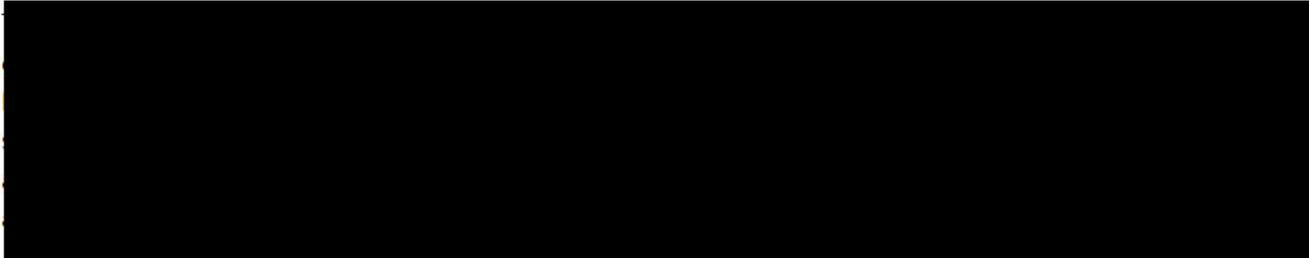
Current Clients List



Facility	Start Date	ADP	Services Provided	NCCHC Accreditation(s)
[Redacted Content]				

References: Major Suppliers

NaphCare has been continuously owned and operated by our founder, Jim McLane, for more than three decades. When he founded NaphCare, his vision was to create a company that would provide compassionate and proactive care to a vulnerable and high-needs population.



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Litigation Summary

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

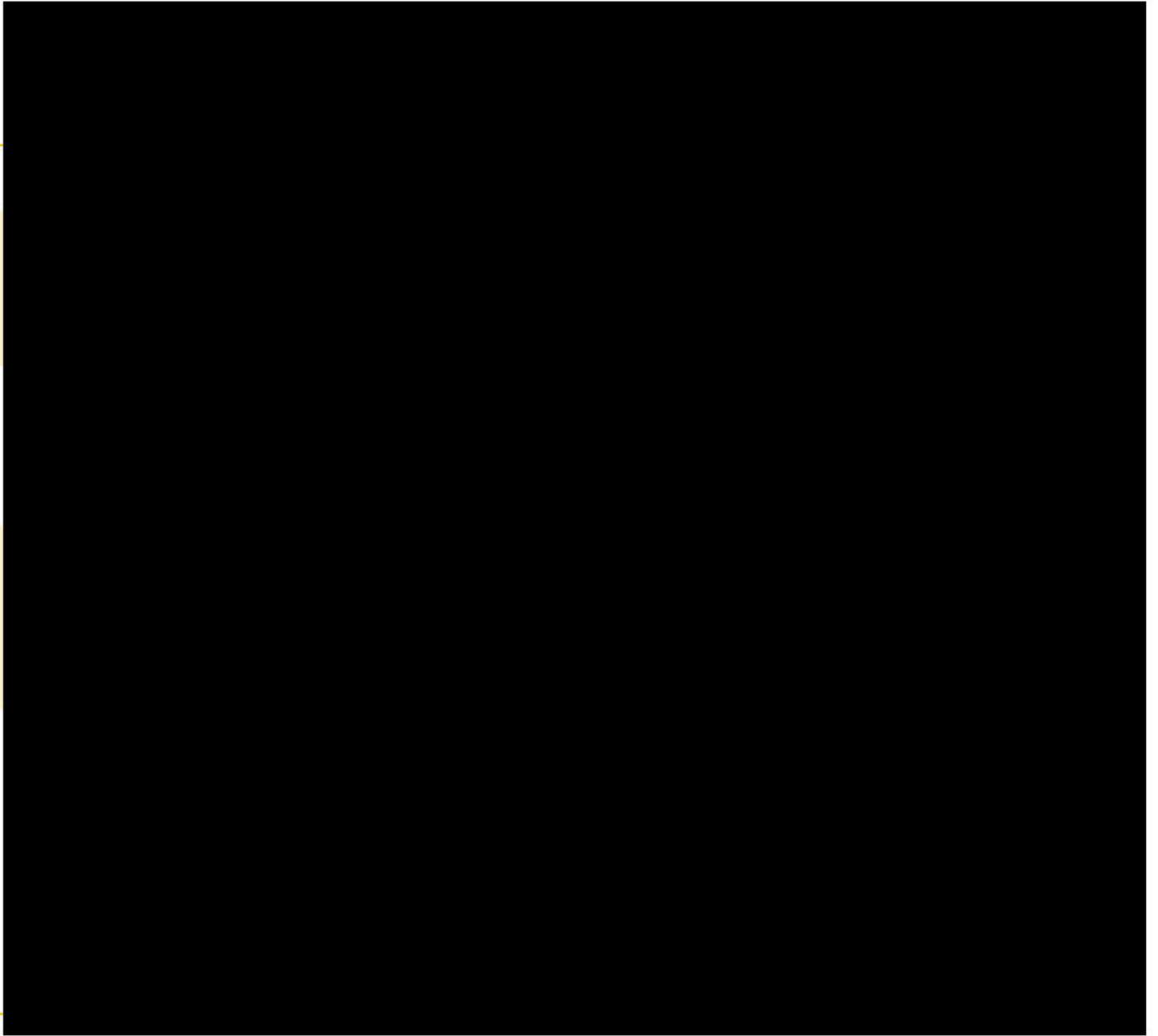
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NaphCare, Inc. 10-year Litigation History List

Case Number	Jurisdiction	Date Filed	Date Closed	Disposition
[REDACTED]	[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]		

References: Trusted Partners



Appendix B

Leadership Staff: Resumes and Credentials

Tim Pearce, Senior Vice President of Western States

Professional Summary

Tim joined NaphCare as our Senior Vice President for Western States and brings 37 years of corrections experience with him, including 19 years as a jail commander. Tim's career has been centered in the State of California, where he was instrumental in advancing substance abuse and mental health services. In Mendocino County, CA, he was involved with starting a Drug Court, Mental Health Court, Medication Assisted Treatment, and Jail-Based Competency Treatment. He created an objective classification program. Was critical in securing \$25 million in State funds and designing a 60-bed jail addition. He is experienced at working with jail commanders and has built a long-lasting relationship with the justice community in California. He chaired the Northern California Jail Commander meetings and participated in the Bay Area Jail Commander meetings. He was involved in creating the Jail Command Academy for California. Participated in the Title 15 regulation review at the State level.

As Senior VP of Western States, Tim assists with NaphCare's business development sector. He is based on the West Coast and focuses on ensuring administration of quality healthcare to jails in this region. His long-term correctional experience makes him an excellent liaison between NaphCare and our clients.

Education

Santa Rosa Junior College - Corrections Academy and 832 PC

Santa Rosa Junior College – POST Supervisor Course

BOC – Management CORE Course

San Jose State - Internal Affairs Course

Work Experience

Senior Vice President of Western Operations, NaphCare, Inc. *2021 - present*

Captain, Jail Commander Mendocino County Correctional Facility *2005-2021*

Lieutenant, Jail Commander Mendocino County Correctional Facility *2002-2005*

Sergeant, Mendocino County Correctional Facility *1998-2002*

Corporal, Mendocino County Correctional Facility *1990-1998*

Correctional Deputy, Mendocino County Correctional Facility *1984 - 1990*

Marsha Hanna, Director of Jail Operations

Professional Summary

Marsha has 17 years of healthcare experience, including five years of correctional healthcare experience with NaphCare in progressive roles from Charge Nurse to onsite leadership positions and currently as Director of Jail Operations. In her current role, Marsha provides oversight for multiple client facilities, working with clients, patients, staff, physicians and management teams.

Education

Associate of Applied Science, Nursing

Miles Community College, Montana, 2005

Work Experience

Director of Jail Operations, NaphCare, *March 2022 - present*

Health Services Administrator, NaphCare, *October 2021 – March 2022*

Director of Nursing, NaphCare, *July 2021 – October 2021*

Charge Nurse, NaphCare, *June 2020 – July 2021*

Charge Nurse, NaphCare, *January 2018 – May 2018*

Registered Nurse, Providence Holy Family, *2006 – 2017*

Licensure and Certifications

- Registered Nurse License, Washington, #RN00162984
- ACLS Provider Course
- ENPC Provider Course
- PALS Provider Course
- TNCC
- Suicidal Patient Risk and Prevention Training
- Management of Aggressive Behavior (MOAB) 1
- NIH Stroke Scale Certification
- Pediatric Hemodynamic Course
- MERS and Ebola Training
- Center for Domestic Preparedness (FEMA) Healthcare Leadership for Mass Casualty Incidents



STATE OF WASHINGTON
DEPARTMENT OF HEALTH
Olympia, Washington 98504

2/22/2023

Subject: Credential Verification

To Whom It May Concern:

This verifies the status of the Registered Nurse License for Small, Marsha L.

This site is a Primary Source for Verification of Credentials.

Credential Number:	RN00162984
Credential Type:	Registered Nurse License
First Credential Date:	01/12/2006
Last Renewal Date:	02/22/2023
Credential Status:	ACTIVE
Current Expiration Date:	09/27/2023
Enforcement Action:	No

The Washington Department of Health presents this information as a service to the public.

The absence or presence of information in this system does not imply any recommendation, endorsement, or guarantee of competence of any health care professional, the mere presence of such information does not imply a practitioner is not competent or qualified.

This site provides disciplinary actions taken and credentials denied for failure to meet qualifications. If the Enforcement Action is listed as a No, there has been no disciplinary action. It allows viewing and downloading of related legal documents since July 1998. Contact our Public Records Office for information on actions before July 1998. This information comes directly from our database. It is updated daily.



Tiffany “Tika” Gillespie, BSN, RN, Health Services Administrator

Professional Summary

Tiffany has over 4 years of experience as an RN with over 3 years of progressive experience in correctional health care. As Health Services Administrator, Tiffany leads, directs, manages, and evaluates operations at the Clackamas County Jail. She ensures all operations comply with the contract and jail requirements, NCCHC, ACA, and professional nursing standards. Tiffany also serves as the primary liaison between the jail and the corporate office. She oversees operations for healthcare at the facility and maintains consistent communication with the corporate office clinical and administrative personnel.

Education

Currently studying for MBA in Management/Human Resources Development

Webster University, 2023 (projected)

Bachelor of Arts, Public Administration

The University of Hawaii, 2001

Bachelor of Science in Nursing

Oregon Health and Science University, 2018

Work Experience

Health Services Administrator, NaphCare, *January 2023 - present*

Registered Nurse, NaphCare, *November 2021 – August 2022*

Charge Nurse, NaphCare, *October 2021 – November 2021*

Health Services Administrator, NaphCare, *May 2021 – October 2021*

Director of Nursing, NaphCare, *April 2021 – May 2021*

Registered Nurse, NaphCare, *2021*

Student Nurse Technician, Portland Veterans Administration Medical Center, *2017*

Regional Liaison, State of Oregon, *2006 – 2015*

Security Forces Officer, United States Air Force, *2002 - 2006*

Licensure and Certifications

- ◆ Registered Nurse
 - Oregon, application for 2023 renewal submitted
 - Washington, License #RN61140090
- ◆ Basic Life Support
- ◆ ACLS
- ◆ PALS
- ◆ TNCC
- ◆ NIHSS
- ◆ ICS (Emergency Preparedness) through 400s
- ◆ Decontamination Training



QuickConfirm License Verification Report

Primary Source Boards of Nursing Report Summary for

TIFFANY K.S. GILLESPIE [NCSBN ID: 23632315]

As of Tuesday January 10 2023 03:22:16 PM US Central Time

Disclaimer of Representations and Warranties

Through a written agreement, participating individual state boards of nursing designate Nursys as a primary source equivalent database. NCSBN posts the information in Nursys when, and as, submitted by the individual state boards of nursing. NCSBN may not make any changes to the submitted information and disclaims any responsibility to update or verify such information as it is received from the individual state boards of nursing. Nursys displays the dates on which a board of nursing updated its information in Nursys.

This report is not sufficient when applying to another board of nursing for licensure. Use the "Nurse License Verification for Endorsement" service to request the required verification of licensure.

Contact the board of nursing for details about the Nurse Practice Act, which includes nurse scope of practice and privileges and information about advanced nursing practice roles (practice privileges, prescription authority, dispensing privileges & independent practice privileges).

UNENCUMBERED means that the nurse has a full and unrestricted license to practice by the state board of nursing.

Name on License	Type	License State	License	Active	License Status	License Original Issue Date	License Expiration Date	Compact Status
GILLESPIE, TIFFANY	RN	OREGON	201806635RN	NO	EXPIRED	08/09/2018	09/02/2022	N/A

Name on License	Type	License State	License	Active	License Status	License Original Issue Date	License Expiration Date	Compact Status
GILLESPIE, TIFFANY K.S.	RN	WASHINGTON	RN61140090	YES	UNENCUMBERED	01/19/2021	09/02/2023	N/A

Where can the nurse practice as an RN and/or PN?

Authorized to Practice in

WASHINGTON (RN)

Non-participating: MI. Non-participating boards of nursing do not submit licensure data to Nursys. Please contact them for authorization to practice details.
APRN authorization to practice details are not available.

UNENCUMBERED means that the nurse has a full and unrestricted license to practice by the state board of nursing.

License type information

- **RN:** Registered Nurse
- **PN:** Practical Nurse (aka Licensed Practical Nurse (LPN), Vocational Nurse (VN), Licensed Vocational Nurse (LVN))
- **CNP:** Certified Nurse Practitioner
- **CNS:** Clinical Nurse Specialist
- **CNM:** Certified Nurse Midwife
- **CRNA:** Certified Registered Nurse Anesthetist

License status information

- Unencumbered (full unrestricted license to practice)
- Cease & Desist
- Denial of License

Brandon Paul, BSN, RN, Director of Nursing

Professional Summary

Brandon has worked in corrections, specifically at the Clackamas County Jail, as a Registered Nurse since February 2019. He also has experience in emergency department nursing in addition to his many years providing direct care at the Clackamas County Jail.

As Director of Nursing, he collaborates with the HSA to lead, direct, manage, and evaluate all clinical nursing operations at the jail. He is responsible for staff development, nursing education, management of nursing practice, and for assuring all operations comply with contract requirements, NCCHC, ACA, and professional nursing standards. Brandon directs nursing care to provide quality health care, achieve the goals of the nursing department, and ensure the integration of evidence-based practice that fosters nursing excellence of care.

Education

Bachelor of Science, Nursing

Western Governors University, 2020

Associate Degree, Nursing

College of Western Idaho, 2018

Bachelor of Arts, Communications

University of Idaho, 2001

Work Experience

Director of Nursing, NaphCare – Clackamas County Jail, *January 2023 - present*

Emergency Department RN, Providence Willamette Falls, *April 2022 – January 2023*

Emergency Department RN, Peace Health Emergency Department, *January 2022 – April 2022*

Director of Nursing, NaphCare – Clackamas County Jail, *May 2021 – September 2021*

Registered Nurse, NaphCare – Clackamas County Jail, *2019 - 2022*

Registered Nurse, Oregon City Healthcare Center, *2018 - 2019*

Licensure and Certifications

- ◆ Registered Nurse, License #201806663
- ◆ Basic Life Support Certification, American Heart Association



QuickConfirm License Verification Report

Primary Source Boards of Nursing Report Summary for

BRANDON MCGARRAH [NCSBN ID: 23556633]

Tuesday, December 15 2020 04:06:28 PM

Disclaimer of Representations and Warranties

Through a written agreement, participating individual state boards of nursing designate Nursys as a primary source equivalent database. NCSBN posts the information in Nursys when, and as, submitted by the individual state boards of nursing. NCSBN may not make any changes to the submitted information and disclaims any responsibility to update or verify such information as it is received from the individual state boards of nursing. Nursys displays the dates on which a board of nursing updated its information in Nursys.

This report is not sufficient when applying to another board of nursing for licensure. Use the "Nurse License Verification for Endorsement" service to request the required verification of licensure.

Contact the board of nursing for details about the Nurse Practice Act, which includes nurse scope of practice and privileges and information about advanced nursing practice roles (practice privileges, prescription authority, dispensing privileges & independent practice privileges).

UNENCUMBERED means that the nurse has a full and unrestricted license to practice by the state board of nursing.

Name on License	Type	License State	License	Active	License Status	License Original Issue Date	License Expiration Date	Compact Status
MCGARRAH, BRANDON	RN	OREGON	201806663RN	YES	UNENCUMBERED	08/10/2018	01/16/2023	N/A

Where can the nurse practice as an RN and/or PN?

Authorized to Practice in

OREGON (RN)

Non-participating: MI. Non-participating boards of nursing do not submit licensure data to Nursys. Please contact them for authorization to practice details.

APRN authorization to practice details are not available.

UNENCUMBERED means that the nurse has a full and unrestricted license to practice by the state board of nursing.

License type information

- **RN:** Registered Nurse
- **PN:** Practical Nurse (aka Licensed Practical Nurse (LPN), Vocational Nurse (VN), Licensed Vocational Nurse (LVN))
- **CNP:** Certified Nurse Practitioner
- **CNS:** Clinical Nurse Specialist
- **CNM:** Certified Nurse Midwife
- **CRNA:** Certified Registered Nurse Anesthetist

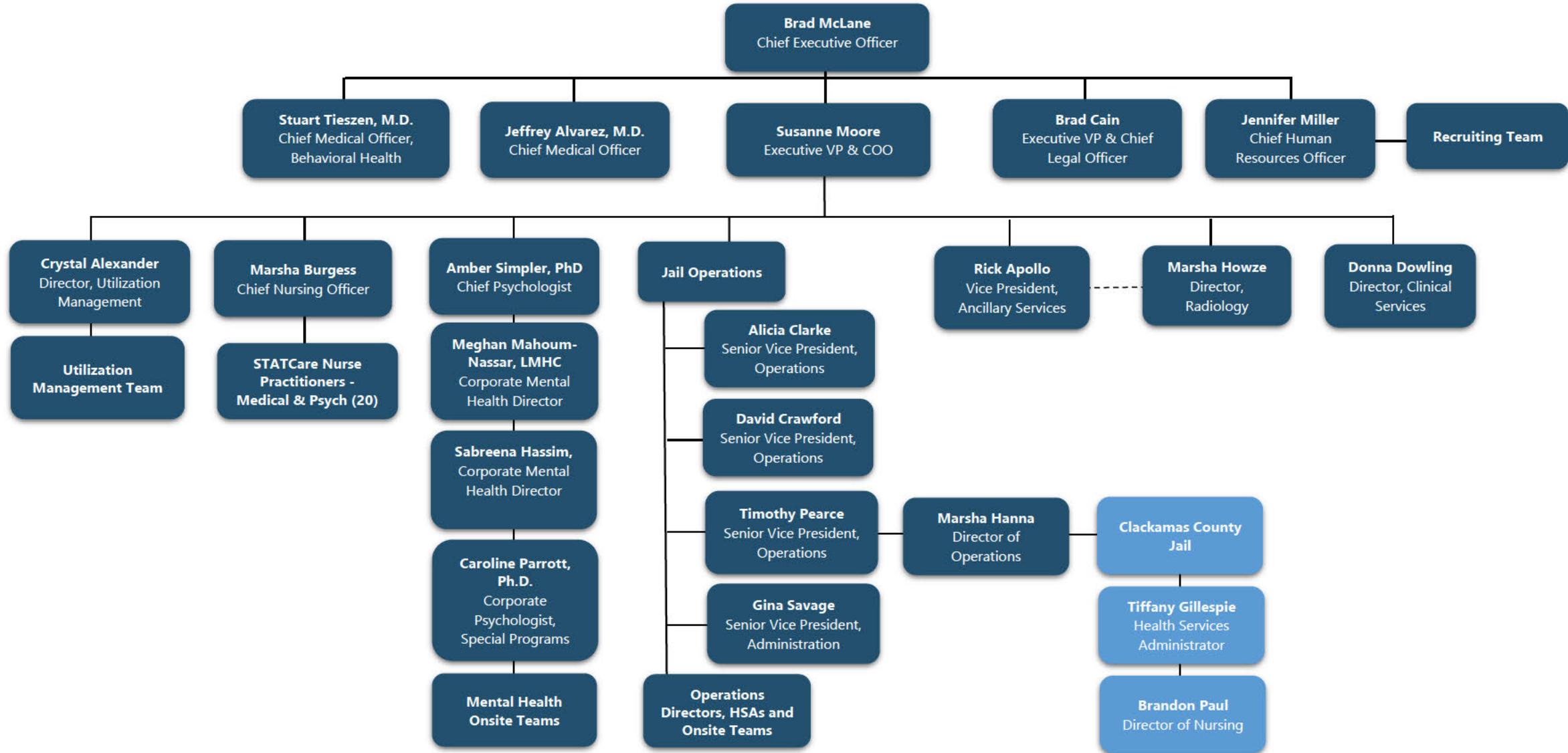
License status information

- Unencumbered (full unrestricted license to practice)
- Cease & Desist
- Denial of License
- Expired
- Other license action
- Probation
- Reprimand
- Restriction
- Revoked
- Suspension

Appendix C

Everhealth/NaphCare Corporate Organizational Chart

EverHealth/NaphCare Corporate Organization



**EXHIBIT C
STAFFING**

Clackamas County, OR Staffing - ADP 500									
	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Hours	FTE
Position Title	Day Shift								
Health Services Administrator	8.000	8.000	8.000	8.000	8.000			40	1.000
Director of Nursing	8.000	8.000	8.000	8.000	8.000			40	1.000
Administrative Assistant	8.000	8.000	8.000	8.000	8.000			40	1.000
Medical Assistant/Medical Records Clerk	8.000	8.000	8.000	8.000	8.000			40	1.000
Registered Nurse	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100
Registered Nurse - Sick Call	8.000	8.000	8.000	8.000	8.000	8.000	8.000	56	1.400
Registered Nurse – Booking	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100
RN MAT Program Coordinator	8.000	8.000	8.000	8.000	8.000			40	1.000
Licensed Practical Nurse	24.000	24.000	24.000	24.000	24.000	24.000	24.000	168	4.200
NP/PA	8.000	8.000	8.000	8.000	8.000			40	1.000
Medical Director	8.000							8	0.200
Psych NP	8.000	8.000	8.000	8.000	8.000			40	1.000
Mental Health Professional	10.000	10.000	10.000	20.000	10.000	10.000	10.000	80	2.000
Dentist						5.000	5.000	10	0.250
Dental Assistant						5.000	5.000	10	0.250
Discharge Planner	8.000	8.000	8.000	8.000	8.000			40	1.000
	Night Shift								
Registered Nurse - Charge	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100
Registered Nurse - Booking	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100
Licensed Practical Nurse	24.000	24.000	24.000	24.000	24.000	24.000	24.000	168	4.200

Total FTEs

28.900

EXHIBIT D
CONTRACTOR'S SERVICE LEVEL AGREEMENT

1.0 INTRODUCTION

The purpose of this document is to define the processes and procedures to be followed by the Contractor to meet the Service Level Agreements outlined herein between the Contractor and Clackamas County ("County," "Jail," or "CCSO"). Contractor will perform Work in accordance with the Service Level Agreements for Information Technology, Table #2 for Service and performance Levels, Table #3 Staffing, and Table #4, Care penalties, collectively the "Service Level Agreements," set forth below.

This Service Level Agreements are a part of, and incorporated into, the Contract between Contractor and Clackamas County. The Service Level Agreements shall be utilized by the Contractor to report agreed, measurable criteria for Medical, Behavioral, and Healthcare Services that they commit to provide to the County. The Contractor will measure, collect, record and provide its service performance results to the County beginning the effective date of the contract and continuing until such time as modified or cancelled by all parties to the contract. The Contractor understands that the County Service Level Agreement (SLA) requirements may change in the future as the needs of service evolve.

County or its agent will evaluate Contractor's performance under the Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Jail and listed in the appropriate vendor performance database. The report to the Jail will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Contract or this Service Level Agreement.

This document is utilized in conjunction with and does not replace the terms and conditions and other requirements of the Contract to which this document is attached including, but not limited to, the Medical Procedures Manual or the Medical Quality Assurance Reviews referenced in Exhibit A to the Contract.

2.0 SCOPE

The Contractor will perform all Services represented in the Service Level Agreements contained herein at or better than the minimum level of performance set forth and shall make an effort to achieve and maintain the target levels of performance. The Contractor's goal is to provide exceptional service in all areas identified.

3.0 ROLES & RESPONSIBILITIES

3.1 Contractor Roles and Responsibilities

- 3.1.1 Monitor, measure, and report performance against the Service Level Agreements.
- 3.1.2 Measure all delineated Service Levels sufficiently to provide detailed, justified explanations of reported results.
- 3.1.3 Report performance to the County or County-designated Agent on a monthly basis.

3.1.4 Promptly investigate and remediate indicators found to have Opportunities for Improvement associated with all Service Levels.

3.1.5 Minimize reoccurrences of all performance-related deficiencies for which the vendor is responsible.

3.1.6 Report any problems to the County that appear likely to result in a deficiency to meet a Service Level Agreement requirement.

3.1.7 Establish a Management team/structure, processes, and procedures to ensure effective management of Service Level Agreements and coordinate processes and procedures that impact the County.

3.1.8 Designate a Manager who has the overall responsibility for delivery of the Services. The designated manager will:

3.1.8.1 Conduct technical and operational escalations.

3.1.8.2 Provide management and resolution of identified problems.

3.1.8.3 Resolve and addresses operational delivery issues.

3.1.8.4 Ensure adherence to performance targets.

3.1.8.5 Oversee service quality and incident management program.

3.1.8.6 Function as the primary point of contact/interface for SLA performance, management, and problem resolution.

3.1.8.7 Collaborate with the County's Governance Team or County Designee to establish, manage, and meet Agreements, requirements, and expectations, and will ensure operational compliance with the SLAs.

3.2 County Roles & Responsibilities

3.2.1 Select an independent 3rd Party Contractor to conduct and complete annual Medical Quality Assurance Reviews and Audits.

3.2.2 Evaluate Contractor-reported performance against the Service Level Agreements.

3.2.3 Quickly identify and work to resolve issues that would negatively affect Service Level Agreements for required levels of performance.

3.2.4 Promptly report any problems that appear likely to result in system performance problems that may or may not impact the ability of the Contractor to meet Service Level Agreements.

3.2.5 Support technical investigations and remediation of failures associated with all Service Levels

4.0 SERVICE LEVEL AGREEMENT (See Below)

4.1 Contractor's failure to perform Work in accordance with the Service Level Agreements constitutes a breach of contract and County may pursue any and all rights and remedies available to it under this Contract including, but not limited to, assessing penalties on Contractor in the amounts set forth in the individual Service Level Agreements. Such penalties, however, shall not exceed a maximum dollar amount of seven thousand five hundred (\$7,500) dollars per month, and fifty thousand (\$50,000) dollars per year, for all combined penalties associated with Information Technology, #2 Service and Performance Level, and #4 Care Penalties.

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Service Level Agreement – Information Technology

1. Contractor's Responsibilities.

1.1. Server Infrastructure. Contractor will provide and maintain all necessary network infrastructure, computer hardware, data storage, third party software (such as database software), technology, operating systems, and remote access software needed to host TechCare® and the County's Data. "County Data" is defined as the County's adult in custody demographic and identification data for purpose of patient care). Additionally, Contractor will (i) monitor the utility infrastructure, computer room, network infrastructure, computer room infrastructure; (ii) provide backup and restoration services for the Application, required third party software and County Data, including offsite storage of backup media; (iii) coordinate preventative maintenance; and (iv) provide system management services including database maintenance (including database upgrade services), data archiving, system troubleshooting, production change control, and scheduled operational tasks. Additionally, Contractor shall be responsible for maintaining appropriate security measures, systems, and procedures for the Contractor data center and the computer systems therein, including, but not limited to, physical security, installation and maintenance of network firewalls, and installation and maintenance of virus protection software, all designed to protect against anticipated threats or hazards to the availability, security or integrity of the County Data.

1.2. Service Level Agreement.

1.2.1. Availability Requirement. Contractor shall make the System Available ninety-nine (99.67%) percent of the time. Availability is measured on a 7 X 24 basis during any calendar-month period, excluding Excusable Outages. Contractor cannot be held responsible for services, software, or equipment which it does not have control or access. The Availability percentage during the month will be calculated as follows:

- (Total hours during the month) minus (Total hours related to Excusable Outages) equals Maximum Hours.
- [(Maximum Hours) minus (Total hours of unplanned downtime)] divided by (Maximum Hours) equals Availability percentage.

1.2.2. Response Time Requirement. In the event that Authorized Users at one or more Licensed Sites experience degraded System response time such that the affected Authorized Users are no longer able to effectively perform core workflows using the System, then County shall have the right to declare the period of such degraded System response time as unscheduled System downtime for the purpose of calculating monthly System Availability. Contractor cannot be held responsible for services, software, or equipment not provided hereunder.

- 1.2.3. Data Backups. Contractor will backup County data with a one (1) hour Recovery Point Objective (“RPO”) and a four (4) hour Recovery Time Objective (“RTO”). Retention of backups will include daily backups for one (1) week, weekly backups for one (1) month, monthly backups for eleven (11) months, and yearly backups for two (2) years.
- 1.2.4. Redundancy. Contractor will maintain redundant datacenters in Birmingham, Alabama and Las Vegas, Nevada. System Application data will remain in synchronization between datacenters within the one (1) hour RPO. Should the primary datacenter become damaged, destroyed, or otherwise unavailable for any reason, the Application will fail-over to the backup datacenter for continued System access. Testing of the failover capability may occur at the County’s request with no more than one test during a 365-day period.
- 1.2.5. Support Services. Contractor will maintain a 24/7/365 Help Desk which includes live staffing by Contractor employees with the required expertise to provide support for the System and associated deliverables as outlined herein. Help Desk services shall include, but not be limited to:
- i. Assistance with Application function questions.
 - ii. Assistance in diagnosing and determining the cause(s) of and resolving System Malfunctions.
 - iii. Assistance in diagnosing and determining the cause(s) of and resolving System Malfunctions.
 - iv. Assistance with general computer management, operating system software, or networking software questions related solely to the use of the Application.
 - v. Assistance in testing Application Updates supplied by Contractor.
 - vi. Assistance using any non-production environments.

The term “assist” (or “assistance”), when used to describe Help Desk services, means a help that Contractor will provide, including, without limitation, troubleshooting, providing advice, answering questions, providing diagnosis, and sharing information.

- 1.2.6. Service Level Agreement. Contractor’s Help Desk Services will be provided in accordance with the following Service Level Agreement (SLA).

In response to a Problem Report related to the System, Contractor shall correct a reported Malfunction or provide a reasonable workaround sufficient to substantially mitigate the adverse effects of the problem on the normal use of the System. County agrees to reasonably assist Contractor in its efforts to diagnose the problem and correct a Malfunction by making available information, documentation, access to personnel, and testing reasonably requested by Contractor from time to time to assist Contractor

in identifying and correcting the problem. From time to time at its discretion, Contractor also may (i) implement new releases of the System that contain changes, updates, patches, and fixes, and (ii) deliver to County new releases of the client Application Software that contain changes, updates, patches, and fixes.

In the event a Malfunction exists due to an error in the Documentation, Contractor may correct such Malfunction by providing corrected Documentation; provided, however, that no revision, modification, or update to Documentation shall eliminate or materially diminish any operational functionality of the Application previously described therein.

County's requests for support services shall be submitted by telephone (Critical Issues) or via Contractor's online self-service portal.

1.2.7. Service Level Agreement

		IMPACT			
		All Deployments	Single Deployment	Business Unit	Individual User
Urgency	Critical	1	1	2	3
	High	1	2	3	3
	Medium	2	3	3	4
	Low	3	3	4	4

The above SLA and associated definitions below pertain only to those Services provided by Contractor.

- Urgency
 - Critical - Mission critical service not available
 - System error/defect directly impacting patient care.
 - Application cannot be used.
 - No workaround, bypass or alternative is available.
 - High - Mission Critical module or portion of service not available
 - System error/defect directly impacting patient care.
 - A critical portion of the application cannot be used.
 - No workaround, bypass or alternative is available.
 - Medium - Unable to normally complete work, workaround is available
 - System error/defect negatively & substantially impacted operations, impact to patient care is manageable via workaround.
 - Application can be used.
 - Workaround, bypass or alternative is available.
 - Low - Able to work, would assist with completion of work.

- System error/defect is not critical. Impact is limited & no risk to patient care.
- Application can be used.
- Workaround, bypass or alternative is available.
- Impact
 - All Deployments – All deployments of the System across all customers are impacted.
 - Single Deployment – A single deployment of the System to a single customer, with one or more locations, is impacted.
 - Business Unit – A single business unit, or function, is impacted across one or many deployments.
 - Individual User – A single user is impacted.

Response & Resolution SLA

	Initial Acknowledgement	Response	Resolution
P1 Critical	5 Minutes	30 Minutes	24 Hours
P2 High	5 Minutes	90 Minutes	3 Days
P3 Medium	5 Minutes	5 Days	8 Days
P4 Low	5 Minutes	10 Days	20 Days

- **Initial Acknowledgement** – This is an automated response confirming we have received your issue. This is performed 24 hours a day, 7 days a week, 365 days a year.
- **Response** – This is the time it takes for an agent from the Contractor Help Desk to respond to the issue reported.
- **Resolution** – The time it will take to work and resolve your reported issue.

#2: Service and Performance Levels	
Service Level Category	Service and Performance Levels.
Service Level Objective	To ensure that the Contractor complies with the terms and conditions of the Contract and meets the standards requirements for NCCHC.
Service Level Definition	Includes but not limited to: Scope of Services in Medical Services Agreement, timeliness of care, appropriateness of care, level of care given to the patient, and standards requirements for NCCHC.
Service Measurement Key Performance Indicators (KPIs)	Includes but not limited to: Scope of Services in Medical Services Agreement, timeliness of care, appropriateness of care, level of care given to the patient, and standards requirements for NCCHC.
Acceptable Quality Levels (AQLs)	Overall 90% - 100% Compliance (dependent on importance of standard or requirement).
Error Rate Maximum (Audit Tool used by 3rd Party Contractor conducting monthly Medical Quality Assurance Reviews and Audits)	Minor Error Rate: 10-19% below NCCHC compliance rate Major Error Rate: >20% below NCCHC compliance rate
Error Rate Metrics Description	<p>Minor Errors include, but are not limited to:</p> <ul style="list-style-type: none"> • Medication Errors not resulting in patient harm. • Failure to document assessment of Adult-in-Custody, or his/her/her health records, upon notification that he/she is being placed in Segregation. • Isolated incidences of failure to document a single Refusal of Care where re-training would be the appropriate intervention. • Late reply to Adult-in-Custody grievances using the Clackamas County Sheriff Office's (CCSO) dedicated response system. • Medications not procured within 24 hours of order if medication not in-stock. <p>Major Errors may be determined by a peer review panel or the County and Contractor, and shall include but not be limited to:</p> <ul style="list-style-type: none"> • Preventable Sentinel Events: (to be determined by the County and Contractor) Defined as any unanticipated event in a healthcare setting resulting in death or serious physical or psychological injury to a

	<p>patient or patients, not related to the natural course of the patient's illness. Sentinel events specifically include loss of a limb or gross motor function, and any event for which a recurrence would carry a risk of a serious adverse outcome. (Examples: Heart Attack, Status Asthmaticus, Ruptured Appendix).</p> <ul style="list-style-type: none"> • Preventable Adverse Drug Reactions/Medication Errors resulting in harm to the patient. • Preventable communicable infection or disease outbreak. • Un-Licensed or un-Certified staff on shift. • Licensed staff on shift caught acting outside their Scope of Practice. • Chronic/systemic evidence of lack of implementation of designated Refusal of Care and Informed Consent process. • Failure to continue Adult-in-Custody entering facility on verified Critical Medications, as part of intake process, or notify practitioner for treatment plan. • An error that caused severe injury or death to a patient. • Consistent delay in medication procurement for expensive or non-formulary medications not in stock.
<p>Corrective Action</p>	<p>Contractor shall address and correct Minor Errors within 7 days upon identification of notification by 3rd Party Contractor’s review and audit report.</p> <p>Contractor shall address and correct Major Errors within 48 hours of discovery or notification of 3rd Party Contractor’s review and audit report.</p> <p>A Corrective Action Plan (CAP) with an expeditious and reasonable timeframe to correct the deficiency(s) (implementation timeframe to be agreed to by the County) shall be developed by Contractor in conjunction with the audit report and submitted to the County within 7 days for minor errors and 48 hours for major errors.</p>
<p>Credits & Penalties</p>	<p><u>Minor Errors</u>: If Minor Error(s) is not corrected within 7 days the Contractor may be subject to</p>

	<p>(1) \$1,000.00 penalty for the first occurrence, and (2) \$2,500.00 for the second occurrence in a twelve-month period.</p> <p><u>Major Errors:</u> If Major Error(s) is not corrected within >48 hours, the Contractor may be subject to (1) \$5,000.00 penalty for the first occurrence, and (2) \$7,500.00 for the second occurrence in a twelve-month period.</p> <p><u>Quality Assurance Response:</u> Late responses to the identified error(s) via CAP may result in a penalty of \$500.00 per week, until the error(s) is resolved to the satisfaction of County.</p> <p>Failure to develop a corrective action plan to resolve the problems, or continued failure to meet minimum service level standards after corrective action plan is implemented will result in the County’s exercise of other available options, up to and including additional penalties and possible termination of contract.</p> <p>If CCSO does not assess a penalty on any occasion(s) it does not waive its right or ability to assess penalties in the future.</p>
<p>Chronic Deficiencies</p>	<p>Chronic deficiencies are defined as deficiencies of the same manner or content, that occur three or more times in a 12-month period, or deficiencies that persistently fail to meet minimum standards for three or more consecutive months, the Contractor may be subject to a \$5,000.00 penalty for Minor Errors and \$7,500.00 penalty for Major Errors in addition to penalties listed under section #4 Care Penalties.</p> <p>Contractor will be required to develop a Corrective Action Plan (CAP) to resolve the problems within an expeditious time frame agreed to by the County.</p>

#3: Staffing	
Service Level Category	Staffing
Service Level Objective	To ensure that staffing level requirements are met in compliance with the Contract.
<p>Contractor must meet the monthly staffing requirements for all positions, at least 100% of the total aggregate time during each month of services rendered. To fulfill its staffing obligations, Contractor may utilize PRN (pro re nata), staffing services and/or a current staff member to fulfill the needs of a vacant position or a position that is temporarily vacant and will outline same within its required staffing report. In the even a current staff member is utilized to fill the scheduled hours of another staff member, Contractor must utilize a like-kind or higher level staff member to fulfill the vacant staff position. A paid hour by Contractor for staffing is an hour paid to a staff member to fill the hours set forth in the contract, which shall include hours worked on-site, telemedicine/tele-psych hours, PTO (Paid Time Off), training/orientation, and holiday hours. The 100% staffing threshold shall be determined by the Contractor's calculation of total aggregate paid/filled hours which shall be outlined in its monthly staffing report in compliance with the contracted staffing matrix. If Contractor fails to meet the 100% threshold for staffing requirements in any month Contractor shall be assessed a penalty of the applicable hourly rate times 1.2 for that position. This penalty shall be credited to County on the Contractor's invoice to the County the month following the month in which the staffing shortfall occurred. The credits due shall be based on the rates provided in the chart below.</p>	

Clackamas County, OR Contractor - Penalty Rate Chart	
[Redacted Content]	

#4: Care Penalties	
Service Level Category	Quality of Care Penalties.
Service Level Objective	To ensure that the Contractor complies with the terms and conditions of the Contract and meets the standards requirements for NCCHC Standards for Jails, Mental Health, and Opiate Treatment Programs.
Service Level Definition	Includes but not limited to: Scope of Services in Medical Services Agreement, timeliness of care, appropriateness of care, level of care given to the patient, and standards requirements for NCCHC.
Service Measurement Key Performance Indicators (KPIs)	Compliance with Contract, NCCHC and State of Oregon Standard requirements.
Acceptable Quality Levels (AQLs)	Compliance with Contract, NCCHC and State of Oregon Standard requirements.
Credits & Penalties	<p>Performance of a physical examination and a collection of health history and/or other health data for an adult in custody is preformed within 14 days of arrival and once every 365 days thereafter for as long as the person remains in custody. A report of those in custody without H&P is to be submitted by the 10th of the following month to discuss challenges, if any</p> <p>For H&Ps where not documentation exists about why the H&P is missing, or incomplete, without additional attempts to complete the documentation, the contractor may be subject to penalties as listed below:</p> <p>91-180 days after arrival:</p> <ul style="list-style-type: none"> • \$1,000 per adult in custody missing H & P documentation
Credits & Penalties	<p>A Pharmacist must participate in quarterly inspections, and provide a report of the findings, including expired medications found, to Sheriff's Office health services management staff within 10-days of inspection.</p> <ul style="list-style-type: none"> • \$1,500 for each per month that the inspection is late.

	<p>Vendor performs pharmacy services in a manner that does not result in a finding of deficiency in any inspection or audit. If an inspection or audit requires that the vendor submit a corrective action plan for any deficiency, vendor cures any and all deficiencies and provides a copy to the Sheriff's Office health services management staff within 10-days of action plan submission.</p> <ul style="list-style-type: none"> • \$5,000 per occurrence resulting in Board of Pharmacy disciplinary action. • Vendor will be responsible for all fees, fines, and necessary changes to ensure pharmacy services are not disrupted or deficient.
	<p>To maintain the accreditation of the Clackamas County Jail by NCCHC or any other accreditation obtained, vendor (1) complies with the applicable standards, and (2) for any deficiency, cures the deficiency within a reasonable time and provides the Sheriff's Office health services management staff a copy within 10-days upon receipt of a report.</p> <ul style="list-style-type: none"> • \$2,500 for each occurrence of placement on probationary status. • \$10,000 for each revocation or cancellation of accreditation. • \$1,000 per day the report is late.
<p>Credits & Penalties</p>	<p>Vendor performs services in a manner that does not result in a finding by the Oregon State Sheriff's Association (OSSA) that Clackamas County correctional facility has deficiencies in the medical/mental health section of an Oregon Jail Standards inspection. If a corrective action plan for any medical/mental health deficiencies found during an inspection, vendor (1) prepares and submits to the HCASM any and all documents requested by the Sheriff's Office and (2) performs any and all corrective actions requested by the HCASM.</p> <ul style="list-style-type: none"> • \$2,500 for each deficiency. • \$2,500 for each month any CAP is delayed after 30 days.

	<p>Vendor conducts and provides to the Sheriff's Office health services management staff an administrative mortality review within 48 hours of the inmate's death. Within 30 days, vendor conducts and provides to the Sheriff's Office health services management staff a clinical mortality review, or psychological autopsy in the event of a suicide, consisting of available information on an inmate's death.</p> <ul style="list-style-type: none"> • \$5,000 for failure to comply for mortality review reporting. • \$7,500 for failure to comply with the clinical mortality review or psychological autopsy.
	<p>Vendor conducts and provides to the Sheriff's Office HCASM a preliminary review on any significant or sentinel event (including attempted suicides; self-injurious action; security breaches; and issues that affect the safety of inmates, employees, or visitors) within 24-hours of such incident. Vendor conducts and provides to the Sheriff's Office HCASM a final review within 30 days of the occurrence of the incident.</p> <ul style="list-style-type: none"> • \$1,500 per occurrence month for failure to comply with reporting or final review.
	<p>At vendor cost, through annual or semi-annual inspections by a biomedical company, maintain the calibration and cleanliness of equipment used in health services, including the proper function of each piece of equipment, and sterilization if required. Report to be submitted to Sheriff's Office health services management staff within 10-days of inspection. This includes Oregon Department of Radiology inspections on any x-ray equipment managed or maintained in the jail's dental clinic</p> <ul style="list-style-type: none"> • Vendor will assume responsibility for all fines and/or penalties issued by Oregon Health Authority (OHA) or Oregon Department of Occupational Safety and Health Administration (OR-OSHA) for out of date inspections, non-compliance, and/or safety violations as identified by OHA or OR-OSHA.

	<p>Vendor maintains an adequate stock of medications needed to meet the needs of adults-in-custody are supplied within 24 hours of orders being placed by a healthcare provider in the electronic health record. Consideration will be made for specialty medications when notification is made to the Sheriff's Office health services management team.</p> <ul style="list-style-type: none">• \$500 per adult-in-custody, per day medications is available.
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EXHIBIT E
QSOBAA

This Qualified Service Organization Business Associate Agreement (“Agreement”) is entered into by **Clackamas County, on behalf of its Clackamas County Sheriff’s Office** (“Covered Entity”) and **Everhealth, LLC** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”), and Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 (“Confidentiality Rule”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate as defined under 45 CFR §160.103 for or on behalf of the Covered Entity;
Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Services Agreement”);
Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;
Whereas, the Parties agree to establish safeguards for the protection of such information;
Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements under the HIPAA Rules **and** the Confidentiality Rule;
Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within a Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Workforce members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Disclose” or “disclosure” shall have the meaning given to such terms under the Confidentiality Rule, 42 CFR §2.11.
- 1.5 “Effective Date” shall be the Effective Date of this Agreement.
- 1.6 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Agreement.

- 1.7 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.8 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.9 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.10 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.11 “Program” shall have the meaning given to such term under the Confidentiality Rule, 42 CFR §2.11.
- 1.12 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.13 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.14 “Qualified Service Organization” shall have the meaning defined under the Confidentiality Rule, 42 CFR §2.11.
- 1.15 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.16 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.17 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.18 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.19 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement;

- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI. Notwithstanding the preceding language of this subsection, Business Associate acknowledges that PHI obtained by the Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule. This information received from the Covered Entity, is protected by the Confidentiality Rule and therefore the Business Associate is specifically prohibited from re-disclosing such information to agents or subcontractors without specific written consent of the subject Individual;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To comply with the confidentiality, disclosure and re-disclosure requirements of the Confidentiality Rule as applicable;
- 2.11 To resist any efforts in judicial proceedings any efforts to obtain access to the PHI protected by the Confidentiality Rule except as expressly provided for in the Confidentiality Rule;
- 2.12 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.13 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the

- Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;
 - 2.15 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
 - 2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 The Covered Entity and the Business Associate agree that this Agreement constitutes a Qualified Service Organization Agreement as required by the Confidentiality Rule. Accordingly, information obtained by the Business Associate relating to Individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule.
- 3.2 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.3 Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Confidentiality or HIPAA Rules if done by the Covered Entity; and,
- 3.4 Except as otherwise limited in this Agreement, the Business Associate may:
 - a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate so long as such use is also permitted by the Confidentiality Rule; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to

whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. PHI that is also subject to the Confidentiality Rule cannot be disclosed to a third party except as permitted under the Confidentiality Rule.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. The Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate’s permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate’s use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity, except as set forth in Section 3.3 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. By notice in plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate involved is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
 - c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Agreement if cure is not reasonably possible.
- If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.
- Upon the Business Associate's knowledge of a material breach of this Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Agreement and Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Agreement if the Covered Entity has breached a material term of this Agreement if cure is not reasonably possible.
- 6.3 **Effect of Termination.**
- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
 - b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Agreement to the Confidentiality Rule, HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Section II and III of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Agreement shall survive the termination of the Services Agreement and this Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to first comply with the Confidentiality Rule and second to comply with the HIPAA Rules.

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate
Everhealth, LLC

Covered Entity
Clackamas County

By: 
Signature Authority

By: _____
Chair

Title: Chief Executive Officer

Date: 6/14/23