



REQUEST FOR PROPOSALS #2018-89

FOR

Medical Laboratory Testing Services

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Donald Krupp
County Administrator**

**George Marlton
Procurement Division Director**

**Peter Madaus
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: November 12, 2018

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals Issued.....October 1, 2018

Protest of Specifications Deadline.....October 8, 2018, 5:00 PM, Pacific Time

Deadline to Submit Clarifying Questions.....October 22, 2018, 5:00 PM, Pacific Time

Request for Proposals Closing Date and Time.....November 12, 2018, 2:00 PM, Pacific Time

Deadline to Submit Protest of Award.....Seven (7) days from the Intent to Award

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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 Pacific Time, November 12, 2018** (“Closing”), to provide **Medical Laboratory Testing Services**. No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address. Sealed Proposals may be emailed to procurement@clackamas.us or sent to Clackamas County at the above Kaen Road address.

Contact Information

Procurement Process and Technical Questions: Peter Madaus,
503-742-5451,
pmadaus@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 bids from Minority, Women, 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. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. 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 the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any 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” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter 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 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 Best and Final Offer:

County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial

Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 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.

2.29 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 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:

Clackamas County, on behalf of its Department of Health, Housing, and Human Services (“H3S”) is seeking Proposals from vendors to provide Medical Laboratory Testing Services:

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 DEFINITIONS:

“**CCHCD**” means Clackamas County Health Centers Division. The Division of the Health, Housing, and Human Services Department governed by Clackamas County. The entity that oversees the operations of the clinics.

“**COUNTY**” means the municipality of government that oversees the funding of the CCHCD clinics.

“**CONTRACTOR**” means the company that oversees the funding of the laboratories.

“**LABORATORY or LABORATORIES**” means the facilities that oversee the operations and testing of collected specimens picked-up at CCHCD clinics.

“**COC**” means the Chain of Custody form that is filled-in by the CCHCD clinics at time of specimen collection that indicates what type of testing is needed.

“**EHR**” means the Electronic Health Record of the CCHCD patient.

“**FDA**” means Federal Drug Administration.

3.3 BACKGROUND:

Clackamas County Health Centers Division, hereafter referred to as CCHCD, is comprised of three large primary care clinics in Oregon City, Clackamas and Gladstone; one small satellite clinic in Sandy and four school based health centers in: Oregon City, Sandy, Colton and Milwaukie. In addition, CCHCD has three specialty behavioral health clinics at Oregon City, Clackamas, and Sandy and a crisis center in Clackamas. Types of care provided are prenatal, family planning, primary care, well child, women's health, and mental health treatment. CCHCD provides necessary medical services required for the care of patients. CCHCD clinics are a Federally Qualified Health Center (FQHC) providing care to 16,327 patients with 68,740 visits in 2017. The health centers are considered “safety net clinics” and our mission is to serve the vulnerable and the poor. In calendar year 2017 our volume of tests was 22,213.

3.4 SERVICE COMPONENTS:

3.4.1 MEDICAL LABORATORY TESTING:

CONTRACTOR shall provide specimen pick-up services and laboratory testing services to include testing for prescription drugs, over the counter drugs, and Street drugs (e.g., SPICE, KRATOM, etc.).

Typical tests are detailed in Attachment A to this RFP, which includes tests ordered in 2017. These and other unspecified tests may be ordered as needed. All lab tests must be performed onsite at the CONTRACTOR's licensed LABORATORIES and performed by licensed personnel, unless otherwise agreed to in the final Agreement. All Behavioral Health lab tests will use a COC form. All testing will be performed according to manufacturer's specifications for all requests and instruments, as in FDA approved package inserts or appropriate manufacturer accreditation body which has reviewed and accepted by the laboratories modified protocol.

3.4.2 SPECIMEN PICK-UP:

CONTRACTOR shall pick-up specimens at the designated clinic locations during hours of operation. CONTRACTOR shall provide transportation of specimens in appropriate conditions (refrigerated/frozen/RT). Additional pick-ups may be required during weekends or on holidays and will be coordinated and scheduled as needed.

3.4.3 ON-SITE SERVICES:

The LABORATORY must be able to provide phlebotomy services on-site to CCHCD in connection with those specimens being sent to LABORATORY.

3.4.4 LABORATORY CONSULTATION:

CONTRACTOR shall provide expert toxicologist consultation services including genetics, toxicology, HIV, microbiology, and other consultation services as needed to aid providers with test result interpretation. LABORATORIES staff shall be available to consult with CCHCD by telephone during normal laboratory working hours to discuss LABORATORIES procedures and to provide the status of test results. Additionally, CONTRACTOR shall have a toxicologist or certified personnel employed on call at CONTRACTOR's address for telephone consultations, at no additional cost.

3.4.5 REPORTING:

CONTRACTOR shall provide reports to clinic staff detailing the description and cost of each test, or any other reports on demand. Results of tests performed on specimens of a special nature (special chemistries, tissues, etc.) will, in most cases, be delivered or transmitted back to CCHCD within the times set forth in LABORATORIES then current turn-around-time schedule. CONTRACTOR shall comply with the reporting requirements of the COUNTY including but not limited to; Progress, Status and Performance reports necessary to support progress payments or cost reimbursements.

3.4.6 TEST RESULTS:

Provide test results in a timely manner for a quick turnaround time. Provide immediate test results to clinical staff and providers in the event of critical results anytime, including off hours. LABORATORIES will provide critical test results after hours. Include validity testing on each specimen at no additional costs. A separate and different method from the basic EIA (Enzyme Immunoassay) screen shall be used for confirmation of all non-negative screens. Specimens found to be "non-negative" by the EIA screen shall be confirmed by GC/MS (Gas Chromatography / Mass Spectrometry), LC/MS/MS (Liquid Chromatography / Tandem Mass Spectrometry), or any other method demonstrating equal specificity, sensitivity, and reliability.

3.4.7 SUPPORT SERVICES:

CONTRACTOR shall provide training of new staff and other staff as needed on phlebotomy skills using attestation tools provided by CCHCD. LABORATORY shall provide phlebotomy services on-site to CCHCD in connection with those specimens being sent to LABORATORY. LABORATORY will be expected to perform phlebotomy collections as part of patient specimen collection services.

CONTRACTOR shall provide training of new staff and other staff as needed on specimen collection including tube selection for blood collection, tissue collection and urine collection.

CONTRACTOR shall perform specimen collection.

CONTRACTOR shall provide all supplies for blood collection, tissue collection, urine collection and miscellaneous specimen supplies and necessary forms. LABORATORY will provide all supplies to include: specimen containers, cups, labels, COC form. To include a commode specimen collectors (a pan that fits into the toilet for use in collecting urinalysis specimens from a female). Samples submitted for testing shall contain the LABORATORIES required minimum amount of urine, ordinarily 60cc or two ounces. As part of its charges for its services, certain necessary items, devices, or supplies that are used solely to collect, transport, process or store specimens to be submitted to LABORATORY for testing.

CONTRACTOR shall draw labs that LABORATORY will not be processing as requested for other entities i.e.; State. LABORATORY will also test results for prescription medication monitoring. This will include specimen collections to be sent to and processed by the State, rather than the awarded LABORATORY of this RFP.

CONTRACTOR shall draw point of care testing as needed including anticoagulation.

CONTRACTOR shall maintain laboratory equipment in clinic, i.e.; autoclave, etc.

CONTRACTOR shall follow CCHCD protocols/processes for sterilization regarding Infection Control.

If necessary because of litigation, the LABORATORY must provide a qualified expert witness to testify as to laboratory procedures employed as well as accuracy and reliability of test results. CONTRACTOR may be required to testify by phone. Additionally, the LABORATORY must be able to prove chain of custody.

CONTRACTOR shall provide Patient Service Centers for referral procedures.

CONTRACTOR shall provide telephone support to resolve specimen issues and/or ordering issues (i.e. quantity not sufficient, missing specimen, wrong specimen type, wrong order placed, etc.). Additional telephone support will be provided for inquiries regarding testing options and delayed or missing test results.

CONTRACTOR shall designate one or more person(s) responsible for CONTRACTOR's work for the COUNTY. CONTRACTOR shall provide names, addresses, and telephone numbers of such person(s) and shall keep this information current at all times.

3.4.8 RECORDS MAINTENANCE/ACCESS/CONNECTIVITY:

CCHCD has one certified Electronic Health Record (EHR) Systems. This system will require laboratory testing firms to interface with this EHR through a HL7 server for receiving lab orders and reporting lab orders into the EHR. Requirements for systems access would also be required. CCHCD participates in the Meaningful Use Incentive Program and requires data from reports to be transmitted electronically into the EHR (OCHIN EPIC).

All primary care clinics have OCHIN EPIC EHR which has the labs ordering and reporting functions up and running. The specialty behavioral health clinics use Cerner EHR in addition to using OCHIN EPIC

electronic ordering and reporting functionality for labs will be phased in over the next 6 months. In this transition period, alternative methods of reporting labs to the behavioral health clinics would need to be submitted.

CONTRACTOR shall provide bidirectional interface connectivity and back up connectivity in the event of power outages or similar events so that results may be obtained in case of EHR service interruption. CONTRACTOR, and its subcontractors, shall maintain all fiscal records relating to the Agreement in accordance with generally accepted accounting principles. In addition, CONTRACTOR shall maintain all other records pertinent to the Agreement and shall do so in such a manner as to clearly document LABORATORIES performance.

COUNTY and the Federal government and their duly authorized representatives shall have access, and CONTRACTOR shall permit the aforementioned entities and individual's access, to such fiscal records and other books, documents, papers, plans and writings of CONTRACTOR that are pertinent to the Agreement to perform examinations and audits and make excerpts and transcripts.

CONTRACTOR shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Agreement, whichever date is later.

3.4.9 INDIGENT AND UNINSURED PATIENT TESTING:

LABORATORY agrees to provide laboratory testing services to CCHCD's Indigent and Uninsured Patients at discounted fees on a sliding fee scale based on the then current Federal Poverty Guidelines and each discount shall mirror the discount charged to the patient by CCHCD (current discount scale is included as Attachment B) for services furnished to the patient directly by CCHCD. Discounted services shall be limited to LABORATORIES routine and non-esoteric testing services which can be performed at one of the LABORATORIES local facilities, as may be modified from time to time by LABORATORY and such additional services as the parties may agree.

3.4.10 BILLING SERVICES:

Providers include Medicare/Medicaid, Third Party and Self Pay billings. In terms of primary payers for Services, the current breakdown for CCHCD's patient population is approximately 75% Medicaid, 20% uninsured, and 5% other (e.g., self-pay, private insurance, etc.). CONTRACTOR shall bill patient insurance carriers and self-pay patients who do not have insurance. CONTRACTOR shall consult with CCHCD as needed to obtain sufficient information to perform and ensure accurate billing. No patient fees will ever be sent to collections and Federal Poverty Guidelines shall be applied when determining sliding fees to patient billing. The current discount schedule that shall be applied to fees for Services provided under any contract resulting from this RFP is included as Attachment B, and incorporated herein by reference. This scale may be updated during the course of any contract resulting from this RFP as Federal Poverty Guidelines change. If insurance is billed first for a patient and there is a remaining balance, the sliding fee discount shall be applied to the remaining balance. In accordance with legal and regulatory requirements, LABORATORY agrees to bill the patient or other responsible party (e.g., Medicare, Medicaid, Commercial Insurance, self-pay, etc.) for testing performed under an Agreement. CCHCD agrees to promptly provide LABORATORY with all necessary information to accomplish such billing and collection of amounts due. In accordance with an agreed upon process, Contractor may submit to County a monthly reimbursement request for amounts that Contractor is unable to collect from patients. County will review said requests and make reimbursement payments in accordance with the agreed upon process. Said process shall require that costs reflected on reimbursement requests follow the sliding scale on Attachment B.

CCHCD is committed to stabilizing and maintaining the cost of tests for its patients. The awarded CONTRACTOR of this RFP will be required to document cost increases in the services required. Increases shall be granted at the sole discretion of County and shall not exceed the lesser of 3% annually, or the annual percentage increase to the Consumer Price Index, West Region (<https://www.bls.gov/regions/west/home.htm>) for the applicable period of time. The County's fee increase considerations may include factors such as availability of funding, the County's best interest, and other factors as determined by the County.

3.4.11 SPECIMEN PICK-UP AND REPORT DELIVERY:

LABORATORY will provide a reference specimen pick-up and report delivery services to each CCHCD location on a daily basis Monday through Friday of each week, except on holidays. Weekend pick-ups are subject to availability, based on CCHCD and LABORATORIES mutual scheduling needs. Results of a routine nature (general routine chemistries) will, in most cases, be delivered or transmitted back to CCHCD within 24 hours of the time the specimen is received by LABORATORIES testing facility.

3.4.12 STAFFING SERVICES:

Provide certified external phlebotomists at the Beaver Creek and Sunnyside clinics from 8 AM to 7 PM. Perform tasks related to LABORATORY daily operations and sanitation duties. Communicate with CCHCD clinical staff when phlebotomist is absent from work and the plan for coverage. LABORATORY has all responsibility for personnel management and corrective actions for their employees.

3.4.13 PATIENT CARE INITIATIVES:

Provide consultation on Patient Care Initiatives which have a lab testing component, i.e.; Colorectal Cancer home screening tests, etc. Coordinate the completion of lab processing, related to Patient Care Initiatives, at standard reimbursement rates.

3.5 SPECIFICATIONS OF METHODOLOGY:

SENSITIVITY: The LABORATORY shall detect and identify at least the following drugs and metabolites by basic screen at the minimal levels or lower stated.

Morphine (total, free, or glucuronide)	300	ng/ml
6-Acetylmorphine	6	ng/ml
Methadone (& metabolite)	300	ng/ml
Codeine	300	ng/ml
Other Opiates - including Oxycodone/OxyContin	300	ng/ml
Barbiturates (including but not limited to Armobarbital, Phenobarbital, Pento-Barbital, Butobarbital, Nexobarbital, Secobarbital)	200	ng/ml
Amphetamines (including but not limited to d-amphetamine and methamphetamine)	300	ng/ml
Cocaine (free)	300	ng/ml
Cocaine Metabolite (benzoylecgonine)	300	ng/ml
Benzodiazepines	300	ng/ml
Phencyclidine (PCP)	25	ng/ml
THC of THC Metabolite	50	ng/ml
Ethyglucuronide- EtG	1000	ng/ml
Synthetic Cannabinoids (K2, SPICE, JWH-018, JWH-073, JWH-250, JWH-122, JWH-398, JWH-200, RCS-4, AM-2201, MAM-2201, UR-144, XLR-11)	10	ml
Bath Salts	50	ng/ml
*Sensitivity levels are based on industry standards. CCHCD requires actual ng/ml value.		

3.6 PERFORMANCE MEASURES/PERFORMANCE CONTRACTING/REQUIREMENTS:

Final performance measures will be negotiated between CCHCD and CONTRACTOR. Typical performance measures may include:

- The LABORATORY must perform the test within 24 hours of receipt. The LABORATORY will advise CCHCD within 24 hours of the time the test was performed, if the results are positive. Except weekends, in which case test results are to be reported on the first business day following the weekend. Notification to be sent to a laser printer or fax number at the appropriate site.
- Urine collections testing positive must be retained by the LABORATORY for a minimum of 30 days in the event retesting is requested. Any retesting required shall be done by LABORATORY at no additional charge.
- The LABORATORY must perform adulteration testing on all submitted specimens. Specimens containing nitrate at concentrations ≥ 1000 ug/ml will be reported as “specimen adulterated – presence of nitrate detected”. All nitrate-positive specimens will be stored frozen by the LABORATORY for one year from the date of testing.
- LABORATORY will meet industry standards on COC requirements.
- GC/MS confirmation testing on all positive non-negative screens (all confirmatory tests must be by a different analytical methodology than the initial screen). pH, specific gravity and glutaraldehyde testing performed on suspect samples. GC/MS or LC/MS/MS confirmation testing on all non-negative screens (all confirmatory tests must be by a different analytical methodology than the initial screen).
- Complete Specimen Validity Testing, including but not limited to: pH, Creatinine, specific gravity, and oxidants; are to be performed on every sample.
- Receiving test results and reports within a designated timeframe.
- Continuity of care during normal business hours and after hours.
- Communicating to CCHCD in cases of critical findings.
- The LABORATORY must comply with all applicable local, Federal and State licensure laws. Contracting LABORATORIES must be licensed under OAR 333-024-0305 to 333-024-0350.
- The LABORATORY must demonstrate a satisfactory intrinsic quality control program and must participate in one or more proficiency testing programs conducted by local, State, Federal or professional groups, and must have demonstrated satisfactory last 2 years. The LABORATORY will provide results of proficiency testing to CCHCD at least annually.
- The LABORATORY agrees that all lab tests will be performed onsite at the CONTRACTOR’s licensed LABORATORY and performed by licensed personnel, except as noted in SUBCONTRACTING Section under GENERAL CONDITIONS Section below. The CONTRACTOR also agrees to have a physician employed on-call at LABORATORIES address for telephone consultations, at no additional cost.
- CONTRACTOR will submit to CCHCD a quarterly statement of services rendered to CCHCD and its clients for the prior 3 month period.

3.7 LOCATION SITES AND HOURS OF OPERATION:

CONTRACTOR shall provide services during weekend and holidays as may be requested by CCHD. CONTRACTOR shall provide Daily specimen pickup at the following sites during the listed office hours, which may be subject to change during the course of and Contracts resulting from this RFP:

<u>BEHAVIORAL HEALTH</u>

Oregon City Hilltop Center - 998 Library Court, Oregon City, or 97045
Hours: Mon. – Fri. 8:00AM – 7:00PM
Sandy Center Behavioral Health – 38872 Proctor Blvd., Sandy, OR 97055
Hours: Mon. – Thur. 8:00AM – 7:00PM
Stewart Community Center – 1002 Library Ct., Oregon City, OR 97045-4065
Hours: Mon. – Fri. 8:00AM – 5:30PM

<u>PRIMARY CARE</u>

Beavercreek Clinic – 1425 Beavercreek Rd., Oregon City, OR 97045-4023
Hours: Mon. – Fri. 8:00AM – 7:00PM
Gladstone Clinic – 18911 Portland Av., Gladstone, OR 97027-1630
Hours: Mon.-Thurs. 8:00AM – 7:00PM; Fri. 8:00AM – 5:00PM
Sunnyside Health & Wellness Center – 9775 SE Sunnyside Rd., Ste. 200, Clackamas, OR 97015-5721
Hours: Mon – Friday 8:00AM – 7:00PM
Oregon City School Based Health Center - 19761 S Beavercreek Rd., Beavercreek, OR 97045
Hours: 7:00AM - 3.00PM Everyday school is open
Sandy School Based Health Center - 37400 SE Bell St, Sandy, OR 97055
Hours: 7:00AM – 3:00PM Everyday school is open
Sandy Health and Wellness Center - 37400 SE Bell St, Sandy, OR 97055
Hours: Mon – Fri from 3:00PM – 8.00PM
Colton High School – 30205 S. Wall St, Colton, OR 97017
Hours: Mon – Fri from 8:00 am – 3:00 pm
Rex Putnam High School – 4950 SE Roethe Rd, Milwaukie, OR
Hours: Mon – Fri from 7:30 am – 4:30pm

3.8 TERM OF CONTRACT:

The term of the contract shall be from the effective date through **December 31, 2023.**

3.9 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 Professional Services Contract, for this RFP can be found at <http://www.clackamas.us/bids/terms.html>.

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

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

- Article I, Paragraph 4 – Travel and Other Expense is Authorized
- Article II, Paragraph 29 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- 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.
- 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.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

GENERAL CONDITIONS:

The following General Conditions shall be included in contracts resulting from this RFP:

CONFIDENTIALITY. The CONTRACTOR shall not use or disclose at any time during or after the termination of Agreement with COUNTY any information discovered or developed in the course of the performance of work for CCHCD without the express written consent of an authorized representative of COUNTY. Any and all reports related to CCHCD shall be submitted to COUNTY’s designated contact or designee. The CONTRACTOR shall maintain strict confidentiality of all test results.

- A. The CONTRACTOR acknowledges that in receiving, storing, processing or otherwise dealing with any patient records from the programs, it is fully bound by regulations contained in 42 CFR Part 2.
- B. If necessary, the CONTRACTOR will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 CFR Part 2.

PATENTS; COPY RIGHT; RIGHTS IN DATA. Any discovery or invention that arises during the course of the Agreement shall be reported to the COUNTY. The CONTRACTOR shall promptly disclose inventions to the COUNTY, within 2 months, after the inventor discloses it in writing to the CONTRACTOR’s personnel responsible for patent matters. The rights in the invention/discovery shall be allocated consistent with “Government Patent Policy” and FAR Part 27.

The CONTRACTOR shall comply with the requirements and regulations for Copy Rights and Rights in Data pursuant to FAR Part 27.

SECTION 4 EVALUATION PROCEDURE

4.1 An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their 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

Each proposal will be evaluated according to the following set of criteria. For each criterion, a scale of values ranging from 0 to a maximum value is provided, where 0 reflects failure with respect to the criterion and the maximum score denotes excellence. Each item will be scored, and the value will be multiplied by the weight for that criterion.

Criteria:	Points Available:
Proposer's experience providing medical laboratory testing services	0-25
Ability to provide medical laboratory testing services for Primary Care and Behavioral Health	0-25
Understanding of CCHCD's billing expectations (e.g., not sending to collections, etc.)	0-10
Plan to follow specimen pick-up schedule and expectations during clinical hours of operations	0-10
Plan to collect patient specimens that the LABORATORY will be sending to a different lab other than proposer's owned LABORATORY, i.e.; to the State or another entity	0-10
Ability to meet CCHCD's business and operational needs with respect to LABORATORY locations and services offered	0-10
Fees	0-10

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. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

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.

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

5.2. Scope of Work (25 page limit)

Please provide clear answers to each of the following questions.

5.2.1. Proposer's experience providing medical laboratory testing services (0-25 Points)

1. Have you ever provided qualified laboratory services for Clackamas County in the past?
2. Please describe Patient Care Initiatives your organization has supported or offered consultation for.
3. Have you ever had an Agreement terminated due to performance issues?

5.2.2. Ability to provide medical laboratory testing services for Primary Care and Behavioral Health (0-25 Points)

4. Can you perform all services as described under Scope of Work? If not, describe the services you can provide.
5. How do you support accounts of our size to manage ongoing issues/questions?
6. How would the proposer respond to a complaint or concern regarding employee performance – who would this be directed to and how would the organization respond?

5.2.3. Understanding of CCHCD's billing expectations (e.g., not sending to collections, etc.) (0-10 Points)

7. How are you able to write-off outstanding patient balances?

5.2.4. Plan to collect patient specimens that the LABORATORY will be sending to a different lab other than proposer's owned LABORATORY, i.e.; to the State or another entity (0-10 Points)

8. What are your protocols for coverage when a scheduled laboratory employee is absent from work?
9. Do you operate during inclement weather? How would you support CCHCD's operations in the event that there was a delay in delivering supplies or providing services due to inclement weather?

5.2.5. Plan to follow specimen pick-up schedule and expectations during clinical hours of operations (0-10 Points)

10. What is the turn-around time for urine drug screen confirmatory testing?

5.2.6. Ability to meet CCHCD's business and operational needs with respect to LABORATORY locations and services offered (0-10 Points)

11. Where are your operations located? Do you provide a local customer service representative and how are the customer service needs routed?

5.2.7. Fees (0-10 Points)

12. Please list all service fees or associated costs on the Fee Schedule. Additionally, provide the costs for each test listed under Attachment A.

5.3. Fees

Complete the attached Fee Schedule, Attachment A. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. Fees entered on Attachment A shall use the supplied historical information for planning purposes, list the not-to-exceed amount you propose for the service. During the negotiation of a contract resulting from this RFP and during the term of said contract, County may consider, at its sole discretion, periodic adjustments to fees not to exceed the lesser of 3% annually, or the annual percentage increase to the Consumer Price Index, West Region (<https://www.bls.gov/regions/west/home.htm>) for the applicable period of time. The County's fee increase considerations may include factors such as availability of funding, the County's best interest, and other factors as determined by the County.

5.4. References

Provide 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.

5.5. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP 2018-89 MEDICAL LABORATORY TESTING SERVICES

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

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) 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.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative:

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

Attachment A

Fee Schedule

TYPICAL TESTS PERFORMED FOR THE COUNTY	Number of Tests in 2017	Proposed Per Test Fee
Test Description		
17-OH-PROGESTERONE, LC/MS/MS	11	
2 HR GLUCOSE TOLERANCE, MATERNAL	1	
ABO GROUP & RH TYPE	2	
ACTIN (SMOOTH MUSCLE) ANTIBODY (IGG)	3	
ACUTE HEPATITIS PANEL	294	
ALDOSTERONE/RENIN ACTIVITY RATIO	1	
ALKALINE PHOSPHATASE ISOENZYMES, SERUM	1	
ALLERGEN DOG HAIR/DANDER	1	
ALLERGEN FOOD PROFILE BASIC (10)	1	
ALLERGEN PROFILE FOOD (12)	1	
ALLERGEN PROFILE W/TOTAL IGE - AREA 17	3	
ALPHA 1 ANTITRYPSIN, TOTAL	8	
ALPHA-FETOPROTEIN, TUMOR MARKER	6	
AMYLASE, SERUM	15	
ANA CASCADING REFLEX	65	
ANA SCREEN EIA W/REFL SM AND SM/RNP ANTIBODIES	59	
ANCA PROFILE WITH MPO AND PR3	1	
ANTI-DSDNA (DOUBLE-STRANDED) ANTIBODIES	1	
ANTI-MULLERIAN HORMONE (AMH)	1	
ANTIBODY SCREEN	6	
ANTINUCLEAR ANTIBODIES (ANA)	3	
ANTISTREPTOLYSIN 0; TITER	1	
ASSAY OF ACTH	2	
ASSAY OF AMMONIA	27	
ASSAY OF BLOOD/URIC ACID	63	
ASSAY OF C PEPTIDE	2	
ASSAY OF CARBAMAZEPINE (TEGRETOL)	9	
ASSAY OF CERULOPLASMIN	1	
ASSAY OF CRYOGLOBULIN	1	
ASSAY OF DIGOXIN	1	
ASSAY OF DIPROPYLACETIC ACID (VALPROIC ACID)	36	
ASSAY OF ETHYLENE GLYCOL	1	
ASSAY OF FERRITIN	63	
ASSAY OF HAPTOGLOBIN, QUANT	1	
ASSAY OF LIPASE	103	
ASSAY OF LITHIUM	42	

TYPICAL TESTS PERFORMED FOR THE COUNTY (continued)	Number of Tests in 2017	Proposed Per Test Fee
Test Description		
ASSAY OF MAGNESIUM (SERUM)	75	
ASSAY OF PHENYTOIN; FREE	3	
ASSAY OF PHOSPHORUS	31	
ASSAY OF PREALBUMIN	5	
ASSAY OF PROGESTERONE	2	
ASSAY OF PROLACTIN	81	
ASSAY OF SEX HORMONE GLOBUL	7	
ASSAY OF TOPIRAMATE	1	
ASSAY OF TRANSFERRIN	1	
ASSAY OF VITAMIN B 6	3	
ASSAY OF ZINC	2	
AUTOIMMUNE PANEL	1	
AUTOIMMUNE PROFILE	2	
AUTOMATED RETICULOCYTE COUNT	25	
B-TYPE NATRIURETIC PEPTIDE (BNP)	44	
BARTONELLA DNA RT PCR	1	
BASIC METABOLIC PANEL CALCIUM TOTAL	292	
BENZODIAZEPINES CONFIRMATION GC/MS	3	
BILE ACIDS, TOTAL	4	
BILIRUBIN DIRECT & TOTAL	5	
BILIRUBIN, TOTAL AND FRACTIONATED	2	
BLOOD COUNT; COMPLT CBC, AUTO (HGB,HCT,RBC,WBC,PLT)	217	
BLOOD COUNT; PLATELET, AUTOMATED	1	
BNP,NT PRO BNP	1	
BONE SPECIFIC ALK PHOS	2	
C-REACTIVE PROTEIN	5	
C-REACTIVE PROTEIN; HIGH SENSITIVITY (HSCRIP)	62	
CA125	2	
CALCIUM	1	
CALCIUM; IONIZED	1	
CBC (INCLUDES DIFF/PLT) WITH SMEAR REVIEW	2	
CBC W/DIFF, NO PLT	147	
CBC WITH AUTO DIFF	2,466	
CELIAC DISEASE AB PROFILE	12	
CELIAC DISEASE COMPLETE PANEL	19	
CELIAC DISEASE COMPREHENSIVE ANTIBODY PROFILE	1	
CHRONIC HEPATITIS PANEL	3	
CLOTTING; FACTOR VIII, VW FACTOR, RISTOCETIN COFACTOR	1	

TYPICAL TESTS PERFORMED FOR THE COUNTY (continued)	Number of Tests in 2017	Proposed Per Test Fee
Test Description		
CLOZAPINE (CLOZARIL)	5	
CMP + LIPID PANEL	921	
CMV ANTIBODY IGG	2	
CMV ANTIBODY IGM	3	
COMPLEMENT COMPONENT C3C	2	
COMPLEMENT COMPONENT C4	2	
COMPRE METAB PANEL	3,145	
COPPER, BLOOD OR SERUM	2	
CORTISOL, A.M.	16	
CREATINE KINASE (CK), (CPK); TOTAL	26	
CREATINE KINASE (CK), MB/TOTAL	5	
CYANOCOBALAMIN (VITAMIN B-12)	55	
CYCLIC CITRULLINATED PEPTIDE IGG ANTIBODIES, ELISA	19	
D-DIMER	2	
DEHYDROEPIANDROSTERONE-SULFATE (DHEA-S)	8	
DRUG PANEL 11 W/CONF, SERUM OR PLASMA	4	
DRUG SCREEN 13 WITH RFLX CONFIRMATION, WHOLE BLOOD	1	
DRUG SCREEN, PRESUMPTIVE (10 DRUG CLASSES), WHOLE BLOOD	1	
DRUGS SCRIN, 10 SERUM	2	
EBV AB TO EARLY AG IGG	1	
EBV AB VCA, IGM	1	
EPSTEIN BARR VIRUS (EBV) ACUTE INFECTION AB PROFILE	4	
ESTRADIOL	30	
FE+TIBC+FER	447	
FOLATE, RBC AND SERUM	1	
FOLIC ACID; SERUM	3	
FREE T4 (THYROXINE; FREE)	5	
FREE VALPROIC ACID	1	
FSH - GONADOTROPIN; FOLLICLE STIMULATING HORMONE	95	
FSH AND LH	1	
FTA-ABS, SERUM	1	
GAD-65 AUTO ANTIBODY	2	
GGT: GLUTAMYL TRANSFERASE	43	
GLUCOSE TOLERANCE (GTT), 3 SPEC (75G)	7	
GLUCOSE TOLERANCE(GTT)3 HR, 4 SPEC (75G)	5	
GLUCOSE, GESTATIONAL SCREEN (50G)	106	
GLUCOSE; QUANTITATIVE, BLOOD (EXCEPT REAGEN	2	

TYPICAL TESTS PERFORMED FOR THE COUNTY (continued)	Number of Tests in 2017	Proposed Per Test Fee
Test Description		
GONADOTROPIN; LUTEINIZING HORMONE (LH)	51	
GTT, GESTATIONAL, 3 HR,4 SPEC (100G)	24	
H PYLORI AB IGA/IGG/IGM	1	
H. PYLORI IGG ANTIBODIES	222	
HCG, CHORIONIC GONADOTROPIN ASSAY, QUAL, SERUM	30	
HCG, CHORIONIC GONADOTROPIN QUANT	63	
HCM PANEL (CBC+CMF+LIPID+TSH)(317101)	41	
HCV AB W/RFLX HCV AB VERIF	27	
HCV FIBROSURE	2	
HCV, RNA PCR, QN (GRAPH), RFLX TO GENOTYPE	54	
HEAVY METALS PROFILE I, BLOOD	3	
HELICOBACTER PYLORI ANTIBODY	10	
HEMOGLOBIN AND HEMATOCRIT	1	
HEMOGLOBIN, GLYCOSYLATED (A1C)	2,339	
HEMOGLOBINOPATHY FRACTIONATE PROFILE	5	
HEP B CORE AB W/RFLX	1	
HEP B CORE ANTIBODY, IGG/IGM DIFF	2	
HEP B CORE ANTIBODY, IGM	1	
HEP B DNA PCR QUANTITATIVE	1	
HEP C RNA QT, RT PCR W/RFLX GENO LIPA	26	
HEP C VIRAL RNA GENOTYPE	14	
HEP C, QUANTITATIVE, PCR (NON-GRAPH)	11	
HEPATIC FUNCTION PANEL	47	
HEPATIC FUNCTION PANEL 6	5	
HEPATITIS A ANTIBODY (HAAB); IGM ANTIBODY	1	
HEPATITIS A ANTIBODY (HAAB); TOTAL	13	
HEPATITIS B CORE ANTIBODY (HBCAB); TOTAL	1	
HEPATITIS B DNA, QT RT PCR W/RFLX GENO	2	
HEPATITIS B PROFILE VI	5	
HEPATITIS B SURFACE AB QUANTITATIVE (CPT 86317)	16	
HEPATITIS B SURFACE AG, EIA	85	
HEPATITIS B SURFACE ANTIBODY (HBSAB) QUAL	47	
HEPATITIS C ANTIBODY	310	
HEPATITIS C RNA QL, NAA, W/RFLX QT PCR	20	
HEPATITIS C VIRUS (HCV) ANTIBODY WITH REFLEX TO QUALITATIVE NAA	35	
HEREDITARY HEMOCHROMATOSIS DNA ANALYSIS	3	
HERPES SIMPLEX (HSV) 1/2 IGG, SERUM	51	

TYPICAL TESTS PERFORMED FOR THE COUNTY (continued)	Number of Tests in 2017	Proposed Per Test Fee
Test Description		
HIV 1, QUANT, REAL-TIME PCR (NONGRAPHICAL)	1	
HIV 1/0/2 AG/AB W/CASCADE RFLX SUPPLEMENTAL TESTING	723	
HLA B 27 DISEASE ASSOCIATION	4	
HOMOCYSTEINE	46	
HSV TYPE 1 IGG	36	
HSV TYPE 2 IGG	113	
HSV, TYPES 1/2 IGM	2	
IGF-1 (SOMATOMEDIN-C)	2	
IMMUNOGLOBULIN M	1	
INFORMASEQ SM PRENATAL TEST W/XY ANALYSIS	4	
IRON PANEL W TOTAL IRON BINDING CAPACITY	44	
LACTATE DEHYDROGENASE (LD), (LDH)	3	
LAMOTRIGINE, SERUM	11	
LEAD STANDARD PROFILE (W/ ZINC PROTOPORPHYRIN)	1	
LEAD, PEDIATRIC	25	
LEAD, WHOLE BLOOD (ADULT) LABCORP	5	
LEAD, WHOLE BLOOD (PEDIATRIC) LABCORP	12	
LEVETIRACETAM (KEPPRA)	4	
LIPID PANEL	2,223	
LIPID PANEL WITH LDL:HDL RATIO	1	
LIPID PANEL WITH REFLEX	1	
LIPOPROTEIN, DIRECT MEASUREMENT	10	
LIVER-KIDNEY MICROSOMAL (LKM) ANTIBODIES	3	
LUPUS ANTICOAGULANT AND ANTIPHOSPHOLIPID AB	1	
MATERNAL SERUM SCREEN 4	47	
MEASLES/MUMPS/RUBELLA IMMUNITY	18	
METHYLMALONIC ACID, SERUM	13	
MITOCHONDRIAL ANTIBODY, M2, SERUM	1	
MONONUCLEOSIS (HETEROPHILE) AB SCREEN	32	
MUMPS VIRUS ANTIBODY (IGM)	2	
MUMPS VIRUS ANTIBODY IGG	1	
OB PANEL W/4TH GEN HIV	144	
OBSTETRIC PANEL	12	
OSMOLALITY; BLOOD	1	
OXCARBAZEPINE/TRILEPTAL	2	
PAP, LIQUID BASED, W/RFLX HPV ASCUS	1	
PARTIAL THROMBOPLASTIN TIME (PTT)-LUPUS COAGULANT	1	
PATHOLOGY REVIEW OF PERIPHERAL SMEAR	12	

TYPICAL TESTS PERFORMED FOR THE COUNTY (continued)	Number of Tests in 2017	Proposed Per Test Fee
Test Description		
PHENYTOIN	6	
PHENYTOIN (DILANTIN) FREE AND TOTAL, SERUM	1	
POTASSIUM, SERUM/PLASMA	12	
PREGNANCY INDUCED HYPERTENSION	5	
PROSTATE SPECIFIC ANTIGEN (PSA); TOTAL	163	
PROTEIN; ELECTROPHORETIC FRACTIONATION & QUANTITA*	15	
PROTHROMBIN TIME	117	
PT AND PTT	11	
PT/INR, IN-HOUSE (85610)	14	
PTH (PARATHYROID HORMONE) INTACT	30	
PTH, INTACT (ICMA) AND IONIZED CALCIUM	2	
PTH, INTACT AND CALCIUM	26	
PTH-RELATED PEPTIDE, PLASMA	1	
QUANTIFERON TB GOLD	51	
RENAL FUNCTION PANEL	22	
RHEUMATOID FACTOR; QUANTITATIVE	67	
RPR (MONITOR) W/REFL TITER	123	
RPR W/RFLX TITER+FTA+CONF	1	
RUBEOLA (MEASLES) ANTIBODY, IGM	1	
SEDIMENTATION RATE, ERYTHROCYTE; AUTOMATED	156	
SYPHILIS TEST; QUALITATIVE	416	
T CELL, ABSOLUTE CD4 COUNT	1	
TESTOSTERONE, FREE	6	
TESTOSTERONE, FREE AND TOTAL	138	
TESTOSTERONE, TOTAL, BIOAVAILABLE AND FREE	1	
TESTOSTERONE; TOTAL	77	
THROMBOPLASTIN TIME, PARTIAL (PTT); PLASMA/WHOLE *	1	
THYROID AUTOANTIBODIES (TBG, TPO)	11	
THYROID CASCADE PROFILE	10	
THYROID PANEL WITH TSH	177	
THYROID STIMULATING HORMONE (TSH)	1,233	
THYROID STIMULATING IMMUNOGLOBULINS (TSI)	1	
TISSUE TRANSGLUTAMINASE (TTG) IGA/IGG	4	
TRIIODOTHYRONINE T3; FREE	4	
TRIIODOTHYRONINE T3; TOTAL (TT-3)	5	
TROPONIN I	2	
TSH & T4	3	
TSH + FREE T4	1,130	

TYPICAL TESTS PERFORMED FOR THE COUNTY (continued)	Number of Tests in 2017	Proposed Per Test Fee
Test Description		
TSH REFLEX TO T4	2	
TSH W/REFLEX TO FT4	1	
TSH, REFLEXIVE	171	
VARICELLA ZOSTER AB IGG/IGM	2	
VARICELLA ZOSTER VIRUS ANTIBODIES	38	
VITAMIN B1, WHOLE BLOOD	1	
VITAMIN B12 & FOLATE	232	
VITAMIN D; 25 HYDROXY	1,242	
VON WILLEBRAND PROFILE	1	
Total (all types):	22,213	

Additional Fees (if applicable)	Unit Type (e.g., hour, etc.)	Proposed Units*	Proposed Per Unit Fee
Fee Description			
Total (all types):			

*"Proposed Units" shall reflect the units that would be necessary to provide Services as described herein.

Proposed Total Not-to-Exceed ("NTE") Cost for Services	Testing Fees	Additional Fees	Total NTE Cost

Attachment B

Sliding Fee Discount Schedule

Clackamas County Health Centers Family Planning Discount Schedule - Federal Year 2018					
Annual Gross Income (Eff. March 1, 2018 - February 28, 2019)					
Household Size	No Charge (At or Below 100% FPL)	25% of Full Amount (101% - 150% FPL)	50% of Full Amount (151% - 199% FPL)	75% of Full Amount (201% - 249% FPL)	Full Charge (Above 250% FPL)
1	Up to \$12,140	From \$12,141 to \$18,210	From \$18,211 to \$24,280	From \$24,281 to \$30,349	Over \$30,350
2	Up to \$16,460	From \$16,461 to \$24,690	From \$24,691 to \$32,920	From \$32,921 to \$41,149	Over \$41,150
3	Up to \$20,780	From \$20,781 to \$31,170	From \$31,171 to \$41,560	From \$41,561 to \$51,949	Over \$51,950
4	Up to \$25,100	From \$25,101 to \$37,650	From \$37,651 to \$50,200	From \$50,201 to \$62,749	Over \$62,750
5	Up to \$29,420	From \$29,421 to \$44,130	From \$44,131 to \$58,840	From \$58,841 to \$73,549	Over \$73,550
6	Up to \$33,740	From \$33,741 to \$50,610	From \$50,611 to \$67,480	From \$67,481 to \$84,349	Over \$84,350
7	Up to \$38,060	From \$38,061 to \$57,090	From \$57,091 to \$76,120	From \$76,121 to \$95,149	Over \$95,150
8	Up to \$42,380	From \$42,381 to \$63,570	From \$63,571 to \$84,760	From \$84,761 to \$105,949	Over \$105,950
9	Up to \$46,700	From \$46,701 to \$70,050	From \$70,051 to \$93,400	From \$93,401 to \$110,269	Over \$110,270
10*	Up to \$51,020	From \$51,021 to \$76,530	From \$76,531 to \$102,040	From \$102,041 to \$114,589	Over \$114,590

**Add \$4,320 for each person over 10*

Clackamas County Health Centers Primary Discount Schedule - Federal Year 2018					
Monthly Gross Income (Eff. March 1, 2018 - February 28, 2019)					
Household Size	Nominal Charge (At or Below 100% FPL)	25% of Full Amount (101% - 133% FPL)	50% of Full Amount (134% - 166% FPL)	75% of Full Amount (167% - 199% FPL)	Full Charge (Above 200% FPL)
1	Up to \$1,012	From \$1,013 to \$1,346	From \$1,347 to \$1,680	From \$1,681 to \$2,023	Over \$2,024
2	Up to \$1,372	From \$1,373 to \$1,825	From \$1,826 to \$2,291	From \$2,279 to \$2,743	Over \$2,744
3	Up to \$1,732	From \$1,733 to \$2,304	From \$2,304 to \$2,892	From \$2,876 to \$3,463	Over \$3,464
4	Up to \$2,092	From \$2,093 to \$2,782	From \$2,783 to \$3,494	From \$3,474 to \$4,183	Over \$4,184
5	Up to \$2,452	From \$2,453 to \$3,261	From \$3,262 to \$4,095	From \$4,071 to \$4,903	Over \$4,904
6	Up to \$2,812	From \$2,813 to \$3,740	From \$3,741 to \$4,696	From \$4,669 to \$5,622	Over \$5,623
7	Up to \$3,172	From \$3,173 to \$4,219	From \$4,220 to \$5,297	From \$5,267 to \$6,342	Over \$6,343
8	Up to \$3,532	From \$3,533 to \$4,698	From \$4,699 to \$5,898	From \$5,864 to \$7,062	Over \$7,063
9	Up to \$3,892	From \$3,893 to \$5,176	From \$5,177 to \$6,461	From \$6,462 to \$7,782	Over \$7,783
10*	Up to \$4,252	From \$4,253 to \$5,655	From \$5,656 to \$7,058	From \$7,059 to \$8,502	Over \$8,503

**Add \$360 for each person over 10*

Clackamas County Health Centers Family Planning Discount Schedule - Federal Year 2018					
Monthly Gross Income (Eff. March 1, 2018 - February 28, 2019)					
Household Size	No Charge (At or Below 100% FPL)	25% of Full Amount (101% - 150% FPL)	50% of Full Amount (151% - 199% FPL)	75% of Full Amount (201% - 249% FPL)	Full Charge (Above 250% FPL)
1	Up to \$1,012	From \$1,013 to \$1,518	From \$1,519 to \$2,024	From \$2,025 to \$2,529	Over \$2,530
2	Up to \$1,372	From \$1,373 to \$2,058	From \$2,059 to \$2,744	From \$2,745 to \$3,429	Over \$3,430
3	Up to \$1,732	From \$1,733 to \$2,598	From \$2,599 to \$3,464	From \$3,465 to \$4,329	Over \$4,330
4	Up to \$2,092	From \$2,093 to \$3,138	From \$3,139 to \$4,184	From \$4,185 to \$5,229	Over \$5,230
5	Up to \$2,452	From \$2,453 to \$3,678	From \$3,679 to \$4,904	From \$4,905 to \$6,129	Over \$6,130
6	Up to \$2,812	From \$2,813 to \$4,218	From \$4,219 to \$5,624	From \$5,625 to \$7,029	Over \$7,030
7	Up to \$3,172	From \$3,173 to \$4,758	From \$4,759 to \$6,344	From \$6,345 to \$7,929	Over \$7,930
8	Up to \$3,532	From \$3,533 to \$5,298	From \$5,299 to \$7,064	From \$7,065 to \$8,829	Over \$8,830
9	Up to \$3,892	From \$3,893 to \$5,838	From \$5,839 to \$7,784	From \$7,785 to \$9,729	Over \$9,730
10*	Up to \$4,252	From \$4,253 to \$4,874	From \$6,379 to \$8,504	From \$8,505 to \$10,629	Over \$10,630

**Add \$360 for each person over 10*

Clackamas County Health Centers Family Planning Discount Schedule - Federal Year 2018

Annual Gross Income (Eff. March 1, 2018 - February 28, 2019)

Household Size	No Charge (At or Below 100% FPL)	25% of Full Amount (101% - 150% FPL)	50% of Full Amount (151% - 199% FPL)	75% of Full Amount (201% - 249% FPL)	Full Charge (Above 250% FPL)
1	Up to \$12,140	From \$12,141 to \$18,210	From \$18,211 to \$24,280	From \$24,281 to \$30,349	Over \$30,350
2	Up to \$16,460	From \$16,461 to \$24,690	From \$24,691 to \$32,920	From \$32,921 to \$41,149	Over \$41,150
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4	Up to \$25,100	From \$25,101 to \$37,650	From \$37,651 to \$50,200	From \$50,201 to \$62,749	Over \$62,750
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6	Up to \$33,740	From \$33,741 to \$50,610	From \$50,611 to \$67,480	From \$67,481 to \$84,349	Over \$84,350
7	Up to \$38,060	From \$38,061 to \$57,090	From \$57,091 to \$76,120	From \$76,121 to \$95,149	Over \$95,150
8	Up to \$42,380	From \$42,381 to \$63,570	From \$63,571 to \$84,760	From \$84,761 to \$105,949	Over \$105,950
9	Up to \$46,700	From \$46,701 to \$70,050	From \$70,051 to \$93,400	From \$93,401 to \$110,269	Over \$110,270
10*	Up to \$51,020	From \$51,021 to \$76,530	From \$76,531 to \$102,040	From \$102,041 to \$114,589	Over \$114,590

**Add \$4,320 for each person over 10*