

REQUEST FOR PROPOSALS
FOR CONTRACT MEDICAL, DENTAL, AND MENTAL HEALTH SERVICES
FOR THE COLUMBIA COUNTY JAIL



PROCUREMENT DOCUMENTS
COLUMBIA COUNTY, OREGON

May 5, 2021

Table of Contents

SECTION I - REQUEST FOR PROPOSALS (RFP)	4
SECTION II - PROJECT OVERVIEW	4
A. PROJECT DESCRIPTION	4
B. SCHEUDLE	4
SECTION III - SCOPE OF SERVICES	5
A. SPECIFICATIONS AND REQUIREMENTS	5
B. PERSONNEL	7
C. LABORATORY AND OTHER TESTING SERVICES	8
D. HEALTH SCREENINGS AND ASSESSMENTS	8
E. REFERRALS	9
F. DENTAL	9
G. CHRONIC CARE	10
H. MENTAL HEALTH	10
I. DISCHARGE PLANNING	11
J. PHARMACY SERVICES	12
K. INTOXICATION AND WITHDRAWAL	12
L. EQUIPMENT AND SUPPLIES	13
M. INFECTION CONTROL	13
N. COUNTY JAIL STAFF TRAINING	13
O. MISCELLANEOUS	13
P. QUALITY ASSURANCE	14
Q. HEALTH EDUCATION OF DETAINEES	15
R. TRANSFER of HEALTH INFORMATION	15
S. HEALTH RECORDS	15
T. REPORTING	16
U. INVOICING	17
V. TRANSITION PLANNING	17
W. CONTINUITY OF OPERATIONS PLAN	18
X. RULES, LAWS AND REGULATIONS	18
P. ADMINISTRATIVE INFORMATION	21
SECTION V - PROPOSAL RESPONSE	21
A. TITLE PAGE	21
B. TABLE OF CONTENTS	22
C. STATEMENT OF QUALIFICATIONS	22
D. COMPANY BACKGROUND	22
E. PROPRIETARY INFORMATION	23

F. INSURANCE 24

G. MEDICAL/MENTAL HEALTH SUBSTANTIVE PROPOSAL..... 24

SECTION VI - EVALUATION AND SELECTION 28

A. EVALUATION COMMITTEE 28

B. EVALUATION CRITERIA 29

C. REFERENCES..... 29

D. INTERVIEWS 30

E. RECOMMENDATION TO BOARD OF COUNTY COMMISSIONERS..... 30

F. NEGOTIATIONS 30

G. SELECTION..... 30

SECTION VII - CONTRACT 30

SECTION I - REQUEST FOR PROPOSALS (RFP)

Columbia County Jail is requesting proposals from qualified proposers to provide correctional medical, dental, and mental health services to the Columbia County Jail. A contract will be offered to the proposer who submits the best proposal in compliance with this RFP. The contract will be for 3 years commencing no later than October 1, 2021. The County may renew the contract for up to three (3) additional years upon satisfactory performance, in the County's sole discretion. The selected Proposer will be required to meet the highest standards prevalent in the Correctional Healthcare Industry. Lt. Brooke McDowall has been named the project manager and will oversee all aspects of the selection process, subject to review by the Columbia County Board of County Commissioners. This RFP is being issued under the authority of the Columbia County Board of County Commissioners.

SECTION II - PROJECT OVERVIEW

A. PROJECT DESCRIPTION.

The Columbia County Jail can house up to two hundred fifty-eight (258) Adults in Custody. Current funding allows for a jail capacity of 135-185 Adults in Custody. Services to be provided include a comprehensive medical and mental health services program in which all Adults in Custody who request or are referred for services are assessed by a medical professional. 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 proposed budget for 2021-2022 Fiscal Year for medical and mental health services is \$789,000.00.

The County requires the use of professionally licensed or certified staff (within their practice *i.e.* QMHP, PA, RN, LPN etc.) to perform the various functions needed to provide quality health care to our inmates.

To be considered a qualified Proposer the County requires Proposer to have a minimum five years of experience providing like services for a similar sized jail facility.

The responsibility for the provision of health care services to people confined in jail commences with the commitment of the person to the custody of the Jail and ends with their release from custody. The current program requirements include but are not limited to: inmate medical screening, admissions evaluation, triage, sick call, care of medically fragile inmates, pharmacy services, psychiatric screening, suicide risk assessments, mental health services, medical clearances for intra and inter-agency transfers, work clearances, and the continuing care of identified health problems, detoxification, Medication Assisted Treatment, involuntary medications, offsite services such as visits to specialists, diagnostic offices, hospitals, or other community providers, discharge planning, and emergency 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) (2018) 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 and Medication Assisted Treatment Programs (MAT) standards. The successful proposer will be expected to remain current including all updates throughout the life of the contract.

B. SCHEUDLE. Significant dates to remember include:

Solicitation Opens/RFP Advertised	May 5, 2021*
Deadline for Clarification/change/protests (4:00 p.m.)	June 11, 2021*
Deadline to Submit Proposals (4:00 p.m)	June 18, 2021*
Request for Proposal Opening	June 18, 2021*
Review and Evaluation of Proposals	June 18 to June 22, 2021
Proposal Presentations	June 22- June 25, 2021
Top Ranked Proposer Notified	June 30, 2021
Contract Negotiations	July 1-July 30, 2021
Notice of Intent to Award	August 2, 2021

Final Contract Signing
Begin Transition
Begin Medical Services Operations

August 11, 2021
September 1, 2021
October 1, 2021*

With the exception of the dates marked with an asterisks (*), the dates provided are estimated and may change in the County's sole discretion. Proposers are responsible for determining all other applicable deadlines.

SECTION III - SCOPE OF SERVICES

A. SPECIFICATIONS AND REQUIREMENTS.

The selected Proposer will operate and manage the delivery of medical, mental health, dental, and pharmacy services to inmates in custody of the Columbia County Jail and shall provide other services as described herein.

1. PROPOSER must maintain NCCHC Accreditation throughout the life of the agreement. PROPOSER must pay for all fees required to maintain this certification. PROPOSER must provide all NCCHC Accreditation reports to the County during and after accreditation process.
2. The health services program must comply with minimum jail standards as defined by the Oregon Revised Statutes, including specifically ORS 169.076 (5), including all updates throughout the life of the agreement.
3. PROPOSER must comply and provide evidence such as certificates, documents, or licensure, of its compliance with the Oregon Medical Practice Requirements.
4. PROPOSER shall ensure that the healthcare status of detainees admitted to outside hospitals is reviewed to ensure that the duration of the hospitalization is no longer than medically indicated.
5. PROPOSER must provide for pharmacy procurement services and medication distribution to the inmates of the Jail.
6. PROPOSER shall operate the program in a cost-effective manner with full reporting and accountability to the Sheriff's Office.
7. PROPOSER will provide for adequate staffing to meet the service level expectations of the agreement these include, but are not limited to:
 - a. 16 hours per day and 7 days per week coverage.
 - b. Registered Nurse must be onsite for a minimum of 4 hours per day, 7 days a week.
 - c. Daily sick call.
 - d. 24 hour emergency / on-call physician and psychiatric consultation.
 - e. Meeting a six hour window of time to screen every new Jail arrival for medical, dental, or mental health problems.
 - f. Full physical for all lodged inmates within 14 days of admission at Intake.
 - g. Full dental exam within 12 months of incarceration in addition to the initial dental screen performed during intake.
 - h. Inmates identified with clinically significant findings as a result of a comprehensive intake screening receive an initial health assessment as soon as possible, but not later than 2 working days after admission.
 - i. Mental health screening.
 - j. Inmates with positive screens for mental health issues or Substance Use Disorder (SUD) receive an initial mental health evaluation within 14 days (NCCHC J-E-05).

- k. Care of Transgender inmates.
 - l. Community Standard care for those incarcerated over 12 months
8. PROPOSER is responsible for review and verification that all health claims/invoices are appropriate and accurate prior to payment using County funds. This includes adjudication/verification of services provided and accuracy of coding according to AMA guidelines. A discounted provider network for offsite care must be utilized.
 9. PROPOSER shall be responsible for recovery of all eligible costs this includes full knowledge and participation in the activities required by the state and federal guidelines of the Affordable Care Act.
 10. PROPOSER will be responsible for verification of inmates signed up for the Affordable Care Act, assisting with sign up, making sure any inmate hospitalized or about to be hospitalized is signed up and costs are processed by the hospital to the appropriate insurance coverage before accepting responsibility for the costs or passing the costs onto the County.
 11. PROPOSER shall complete and return the appropriate and necessary paperwork to access the Oregon Health Plan (OHP) provider systems. This will allow access to:
 - a. Review inmate's Medicaid eligibility using the Provider Web Portal.
 - b. Notify DHS/OHA of eligible or potentially eligible inmates at hospitalization or release.
 1. For potentially eligible inmates, ensure that an application for Medicaid coverage is submitted.
 2. For inmates who need to return to Jail after hospitalization, also notify of the return to Jail.
 - c. For inmates under age 65, you will notify Oregon Health Authority. Refer to the State "Guide to Oregon Medicaid Eligibility Determinations for Inmates under Age 65" for specific contact information and instructions.
 - d. For inmates Age 65 or over, you will notify the DHS Aging and People with Disabilities Division (APD). Refer to the State "Guide to Oregon Medicaid Eligibility Determinations for Inmates Ages 65 and Over (available soon) for specific contact information and instructions.
 12. PROPOSER shall maintain an open and cooperative relationship with the Sheriff's Office staff, County Contract Administrator, and other County representatives.
 13. PROPOSER shall be responsible for ensuring that any problems and/or unusual incidents are reported by its staff to the Sheriff's Office Jail Commander and the Contract Administrator as soon as physically possible.
 14. PROPOSER shall ensure that the healthcare status of detainees admitted to outside hospitals is reviewed to ensure that the duration of the hospitalization is no longer than medically indicated.
 15. PROPOSER shall be responsible for full, current and detailed knowledge of and compliance with, the pertinent requirements of federal and Oregon state laws, their implementation of regulations and guidelines promulgated thereunder as they pertain to the services requested herein.
 16. PROPOSER shall operate the program in a constitutionally humane manner with respect to the inmates' rights to basic services.
 17. PROPOSER shall utilize on-site facility ancillary services to their fullest extent.
 18. PROPOSER shall administer first responder emergency medical care to any employee or

visitor of the Jail who requires such care. PROPOSER will provide RNs trained in EMS care.

B. PERSONNEL

1. PROPOSER will recruit, interview, hire, train and supervise all health care staff. Health care staff must be adequate to meet all conditions and specifications of the contract.
2. All health services staff providing services under this contract must be licensed or certified to practice in the State of Oregon and comply with all current and future applicable Oregon professional practice act regulations and are able to pass a criminal background check. PROPOSER will track and monitor licensure compliance of all staff.
3. Proposer shall provide a full-time, on-site Program Administrator who shall have general responsibility for the successful delivery of health care for the Jail, pursuant to this solicitation and final contract.
4. The County will conduct a comprehensive background investigation on all health services staff recruited to work in the Jail. All PROPOSER staff will be required to pass this full back ground check and be fingerprinted prior to working in the Jail even on a temporary basis. Any PROPOSER employee who does not satisfy the security clearance, at the sole discretion of the County, shall not be allowed access to the Jail.
5. PROPOSER staff will have an ongoing duty to report criminal arrests or violations to County.
6. County reserves the right to immediately exclude any PROPOSER employee from the Jail to preserve institutional safety and security.
7. In the event of a PROPOSER employee termination the PROPOSER shall collect all identification badges, access keys, or other County property assigned to that employee and submit the items collected to the Sheriff's Office liaison, or designee immediately.
8. PROPOSER must provide required personnel for all shifts and fully meet all expectations of NCHC requirements and performance standards. The County will only pay for actual hours worked.
 - a. Annual staffing plan must contain billing rates for all positions and should include information on which positions are back filled and which are not, *i.e.* registered nurse would be back filled if they call in sick, the manager would have paid time off and not be back filled.
 - b. PROPOSER shall make provisions in their staffing plan to cover periods of vacation, educational or sick time by including appropriate relief factors and per diem staff. The PROPOSER shall specify in their staffing plan relief factors.
 - c. The annual staffing plan is intended for budgeting purposes and should include a standard monthly cost. Fluctuations in staffing will be allowed for administrative positions. The positions related to direct health care as represented in the minimum staffing plan will be required to be filled for each shift. Failure to fill those positions will result in penalties and reductions in payment. Failure to fill these positions may also be considered a breach of contract.
9. PROPOSER staff shall be subject to and shall comply with all security regulations and procedures of the Jail. Violations of the regulations may result in the employee being denied access to the Jail. In this event, the PROPOSER shall provide alternate personnel. All employees of the proposer shall adhere to the same standards in place for county employees with regard to harassment, alcohol and drug free workplace, violence in the workplace, Prison Rape Elimination Act, contraband control and any other current or future policy that impacts county employees in the Jail. The County may require all on-staff to sign consent to search and compliance with County policies.

10. County shall provide security for the PROPOSER staff consistent with the security provided to other Jail staff.
11. PROPOSER staff shall adhere to the same standards in place for county employees with regard to harassment, alcohol and drug free workplace, violence in the workplace, Prison Rape Elimination Act, Electronic Systems and Equipment Use Policy, Contraband Control, or any other current or future policy that impacts county employees.
12. The Proposer must ensure that medical staff are available to work overtime upon request of a corrections sergeant or higher ranking Command Staff.
13. Proposer shall provide at least three different staffing plan options based on the minimum requirements set forth herein.

C. LABORATORY AND OTHER TESTING SERVICES

1. PROPOSER will perform all laboratory and other testing services possible onsite with either in house staff or contracted staff to come into the Jail to complete the testing with minimum transfer costs to the Jail.
2. Proposer will provide at no cost to the Columbia County Jail, all pandemic testing to Adults in Custody and Sheriff's Office Staff upon request.
3. PROPOSER clinician shall review all routine laboratory results within 24-48 hours after receipt of test results to assess the follow-up care indicated and to screen for discrepancies between clinical observations and laboratory results. The clinician on-call will be notified immediately of all STAT reports as well as all critically abnormal results.
4. A list of critically abnormal lab values will be available for healthcare staff reference at all times.
5. Provide a Clinical Laboratory Improvement Amendments (CLIA) waived on-site lab inside the Jail facility for use by the appropriate PROPOSER staff.
6. Provide blood borne pathogen testing when it is determined that County Jail staff or PROPOSER staff have been exposed by an inmate. OAR 333-022-0300 describes the process for requesting that a source person be tested.
7. Provide onsite diagnostic testing such as x-rays and ultrasounds.
 - A. All diagnostic testing shall be performed by qualified technicians and read by Board Certified Clinicians.
 - B. Abnormal results shall be called or faxed to the healthcare staff and relayed to the in house clinician or on call clinician immediately for disposition.
 - C. PROPOSER shall ensure that all results are reported to the institution and placed in the health record within 24 hours.

D. HEALTH SCREENINGS AND ASSESSMENTS

1. PROPOSER will perform Health Screenings that comply with NCCHC standards.
2. The PROPOSER shall provide a nurse, or higher rated clinician as needed by corrections staff, to complete medical clearance triage Adults in Custody brought to the Jail in accordance with the established rejection criteria mutually approved by the Proposer and the

County.

3. Initial Health Screenings for all new commitments to the Columbia County Jail must be completed within six hours of arrival and before the inmate enters the general population of the facility. The screening shall be completed by a registered nurse or higher rated clinician, and shall comply with all NCCHC requirements for intake screening.
4. The PROPOSER shall perform a comprehensive Health Assessment on all inmates within 14 calendar days of arrival of the inmate at the Jail. Such assessment shall be performed by qualified health professionals and meet all requirements stipulated by the NCCHC standard for Fourteen-Day Health Assessment.
5. PROPOSER will provide a registered nurse, or higher rated clinician, to triage all health care requests by inmates.

E. REFERRALS

1. The PROPOSER will have the ability to identify the need, schedule, coordinate and coordinate payment for all non-emergency and emergency health care rendered to inmates.
2. PROPOSER shall identify the need for any inpatient hospitalization of any inmate of the Jail. PROPOSER shall schedule, and coordinate payment if Medicaid/ACA eligibility and payment is not appropriate. This includes all institutional charges, physician charges, testing charges and any and all additional charges. This also includes the responsibility for making emergency arrangements for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided.
3. PROPOSER shall identify the need, schedule, and coordinate payment for all qualified medical professional services rendered to inmates inside or outside the Jail. At a minimum, PROPOSER shall identify a responsible physician to supervise all medical care provided by the Jail medical staff, a “qualified medical clinician” who shall conduct sick call and generally provide such care as is available in the community. The “responsible physician” or another covering physician shall be on call seven days per week, 24 hours per day for emergency situations.
4. Proposer must provide access to discounted provider network. In the event an out of network provider/facility is used, Proposer shall negotiate single-case agreements for discounts on services, equipment, or supplies.
5. PROPOSER shall identify the need, schedule, and coordinate payment for all offsite support diagnostic examinations and laboratory services, as medically indicated.
6. PROPOSER shall provide necessary follow-up for health problems, identified by any of the screening tests or laboratory tests. This would include inpatient or outpatient hospitalization, appropriate monitoring and prescription of medication, consultations with specialty medical providers, etc.
7. PROPOSER shall seek reimbursement from all available sources, including private insurance and Medicare or Medicaid for all health care provided.

F. DENTAL.

The PROPOSER will provide a licensed dentist located within five (5) miles of the Columbia County Jail to provide dental services for the entire inmate population on an, as needed basis. Services shall include:

1. Basic dental services necessary to relieve pain, infection, and preserve salvageable teeth.
2. Oral screening by a dentist or qualified health care professional trained by a dentist within 14 days of booking.

3. Proof of annual training of qualified health care professionals with certification of training to be provided to the County Contract Administrator.
4. Prevention of dental disease and oral hygiene education to be provided within one month of booking.
5. Dental exam within 12 months of incarceration.
6. Referral to a dental specialist if needed.
7. Provision of all dental prosthetics and lab services.
8. Ensure provision of maxillofacial surgery services when indicated.
9. Emergency dental services available on a 24 hours per day basis.

G. CHRONIC CARE

1. The PROPOSER will provide a chronic disease/illness program to decrease the frequency and severity of symptoms, prevent disease progression and complications and improve function of the affected detainees.
2. This program shall entail the development and implementation of individual treatment plan(s) by a qualified clinician specifying instructions on: diet, medication, diagnostic testing, and frequency of follow-up medical evaluation. Adjustment of treatment modalities as clinically indicated.
3. Medications may not be changed or discontinued without consulting with the current prescribing provider if they are available.
4. PROPOSER will monitor and make recommendations for detainees with regard to therapeutic diets. Protein drinks or other nutritional supplements ordered by the PROPOSER are the fiscal responsibility of the PROPOSER.
5. Chronic care patients shall be provided a review by a qualified clinician every three months at a minimum.
6. PROPOSER shall provide identification, testing, counseling, education, care, treatment and follow-up for HIV/AIDS and AIDS related conditions as well as Hepatitis C. This responsibility shall include the provision for payment for all related medications.
7. PROPOSER 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.
8. A roster of chronic care patients shall be maintained.

H. MENTAL HEALTH

1. The PROPOSER will provide mental health counseling and psychiatric services to the inmate population in compliance with NCCHC standard J-G-04. Such services shall include:
2. 24 hour on-call psychiatric consultation for detainees experiencing crisis, psychosis, active or potentially suicidal ideation, depression, emotional/cognitive disorder, or other mental health issues.
3. Evaluation by a qualified mental health professional of mental health problems identified, upon intake into the Jail system, within 24 hours.
4. Mental health evaluation of detainees exhibiting unusual or bizarre behavior within 24 hours

of identification by Jail staff.

5. Mental health assessment and evaluation by inmate request within two weeks of the request.
6. On-Call availability of mental health treatment provider for Crisis intervention and management of acute psychiatric episodes, and involuntary medications as deemed necessary and appropriate by the provider and within established protocols.
7. Stabilization of individuals presenting with elevated symptoms related to a mental illness.
8. Prevention of psychiatric deterioration in the Jail setting.
9. Identification, treatment and referral of individuals deemed a danger to self or others and requiring inpatient services.
10. Medication evaluation and monitoring.
11. Daily monitoring of segregated housing for chronically impaired.
12. Active coordination with community provider agencies.
13. Suicide assessment, intervention and monitoring of inmates on suicide watch (NCCHC J- G-05).
14. Provider will provide at least 4 hours of training per year to corrections staff on the various mental health issues Jail staff and inmates face and how to deal with those issues.
15. Provider will provide at least 2 hours per week of group therapy/ treatment to the adults in custody. Subjects that should be focused on: drug and alcohol abuse, domestic violence, mental health, and release planning.
16. PROPOSER must have a process and procedures in place for involuntary medication of inmates who are in a mental health crisis, gravely disabled, and either dangerous to self or others, which complies with the requirements of *Columbia v. Harper*, 494 US 210 (1990), *US v. Loughner*, 672 F3d 731 (9th Cir 2012) and subsequent cases.

I. DISCHARGE PLANNING

1. The PROPOSER will have a discharge planning process for all inmates with a scheduled release date who are under medical or mental health care while incarcerated in our jail when care must continue after discharge. PROPOSER will make every attempt at discharge planning when inmates are released with short notice.
2. At the time of release, these individuals shall be provided a referral to a community clinician for on-going care.
3. Medication will be provided based on the individual need and coordinated with the community provider but no more than a 3 day supply of medication will be provided.
4. The PROPOSER shall have a pre-release transition plan developed with the Jail staff to provide continuity of care, post-release, to meet the NCCHC standards which include:
 - a. Formal linkages between the facility and community-based organizations.
 - b. Lists of community health professionals.
 - c. Discussions with the inmate that emphasize the importance of appropriate follow-up care and after care.
 - d. Specific appointments and medications that are arranged for the patient at the time of release.
 - e. Health information, such as problem lists, current medications, allergies, procedures, and test results will be exchanged with community clinician prior to any scheduled appointment.

5. For inmates who have a need to continue medications after release, PROPOSER shall supply a written prescription for those medications (by either giving to the inmate directly or faxing to a local pharmacy) so that the inmate may obtain needed medication in a timely manner (Wakefield v. Thompson, 177 F.3d 1160 (9th Cir.5/27/1997)).

J. PHARMACY SERVICES

1. The PROPOSER will provide full Pharmacy Services to the Jail. Pharmaceutical services include a qualified medical clinician prescribing the medication, filling of the prescription, dispensing of medication, and necessary record keeping.
2. Proposer will use and maintain own DEA Number.
3. PROPOSER shall use a formulary considering current and ongoing evaluation of medication efficacy and cost value that allows generic medications to be substituted for brand name medications whenever possible.
4. PROPOSER will maintain and track pharmacy budgetary costs and formulary.
5. The system shall include prescription medications and over-the-counter medications. Inmates will be given limited access to over the counter medications issued by PROPOSER. PROPOSER will educate inmates on the commissary function in the jail to access over the counter medications.
6. All prescription medications shall be prescribed by a qualified prescribing provider.
7. All prescription medications shall be administered by an appropriate licensed staff member.
8. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the County.
9. PROPOSER shall comply with all applicable state and federal regulations regarding prescribing, dispensing, administering, procuring and storing pharmaceuticals.
10. PROPOSER shall maintain starter doses of medications which, if not readily available, could compromise the detainee's health status. PROPOSER will have agreements in place with local pharmacies for emergency purchases of medications to avoid out of stock situations.
11. PROPOSER shall notify Jail Medical Liaison should an inmate not receive their medication for any reason other than refusal by the inmate.
12. PROPOSER shall ensure that all detainees receive their prescribed medications as prescribed.
13. Pharmacy services must include the availability of Methadone or other similar medication.
14. Pharmacy services must include Medication Assisted Treatment for addiction. A copy of Proposer's MAT protocol, including the specific drugs prescribed shall be provided as part of the proposal.
15. Pharmacy Services must include treatment for Gender Identity Disorder.
16. There may not be any waiting period before making medically necessary medication available to inmates

K. INTOXICATION AND WITHDRAWAL

1. PROPOSER shall have a protocol to provide intoxication and withdrawal treatment, support

and medical services for drug and/or alcohol addicted inmates (NCCHC J-G-06 and J-G-08).

2. PROPOSER shall provide intermittent monitoring of the inmates showing signs of intoxication or withdrawal to determine the health status of those individuals.
3. In severe cases, this monitoring shall include, at a minimum, documented vital signs and determination of the level of consciousness every two hours, and medically appropriate detoxification treatment.
4. PROPOSER must provide Methadone or other appropriate treatment program accessibility to pregnant addicted adults in custody.
5. PROPOSER must provide Medication Assisted Treatment (MAT) for the treatment of opiate addiction. MAT program should sustain ongoing treatment for the complete duration of the inmate's incarceration and may include induction of MAT.

L. EQUIPMENT AND SUPPLIES

1. The PROPOSER shall provide supplies and equipment to ensure effective health care of the inmates.
2. PROPOSER shall provide and pay for all equipment and supplies used in the health care delivery system administered under this contract, and shall maintain them in good working order for the life of the Contract.

M. INFECTION CONTROL

1. The PROPOSER shall provide an Infection Control Program that reduces the risk of in-facility transmission of infectious/communicable conditions for staff, inmates and county staff. The program just also include access to testing, education and ongoing treatment. PROPOSER shall work collaboratively with State and Local Agencies as well as community providers.

N. COUNTY JAIL STAFF TRAINING

1. The PROPOSER shall be able to provide training of comprehensive health issues in Jails for Sheriff's Office staff as well as continuing training updates on current and pertinent Jail health issues. Training must comply with the NCCHC standard number J-C-04 Health Training for Correctional Officers.

O. MISCELLANEOUS

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

5. Proposer will participate and track the inmate co-pay program. The inmate fees collected will be

for the use of the jail and not the Proposer. The Proposer will not collect or handle any inmate funds.

6. Proposer will work collaboratively with Local and State Government agencies as well as community providers in an effort to promote inmate and community health.
7. Proposer must have a thorough understanding of Americans with Disabilities Act (ADA) and be able to respond to patient's needs with regard to ADA.
8. Proposer may have an understanding of Culturally and Linguistically Appropriate Services (CLAS) standards for the care of patients.
9. Proposer shall provide reproductive care for patients and work with outside agencies and providers.
10. Proposer shall have experience caring for geriatric patients.
11. Proposer shall suspicious and/or major injuries (e.g. broken bones) to Command Staff as soon as possible so that injuries can be investigated.

P. QUALITY ASSURANCE

1. PROPOSER shall provide for a robust quality assurance program consistent with the NCCHC Medical Quality Assurance Program, which may include but not be limited to audit and medical chart review procedures. Proposer shall include its Quality Assurance program and policies with its Proposal.
2. NCCHC required quarterly quality assurance meetings shall be held between Columbia County Jail Commander, Contract Administrator, and PROPOSER staff. The purpose of this meeting will be:
 - a. To review significant issues, discuss changes to policy and procedures.
 - b. Document problems, brainstorm solutions, determine best solution; determine impact to PROPOSER or Jail staff, gain approval of PROPOSER District Manager and Jail Commander and develop change management strategy.
 - c. Determine the appropriate annual quality improvement studies per NCCHC standard for 1) process and 2) outcome studies. These will include:
 1. Problem identification
 2. Study
 3. Plans are developed & implemented
 4. Results are monitored & tracked
 5. Improvement is demonstrated or the problem is re-studied.
 6. Report on progress each quarterly meeting with each of the 2 studies completed by the end of each fiscal year.
 - d. PROPOSER shall document all meeting notes.
3. A monthly Medical Advisory Committee Meeting (MAC) is required to discuss the current issues, discuss monthly audit reports, identify problems or report on potential high cost inmate medical procedures and will be attended by the Contract Administrator, Sheriff's Office Jail Commander, medical file audit staff, medical and psychiatric clinicians, County qualified medical professional, and appropriate PROPOSER staff. PROPOSER will staff and provide administrative support to the committee.

4. PROPOSER will cooperate with the County staff for monthly health file audits by making the requested health files available for review.
5. PROPOSER will notify County staff about potential high cost claims as they are happening or are scheduled.
6. The County has an Operations Team which is responsible for operational problem resolution activities. The PROPOSER will participate as a member of the Operations Team, provide assistance with problem identification, analysis and process documentation to resolve issues that impact both PROPOSER & County staff. All issues that impact staff or costs must be documented and approved before the resolution may be implemented. This team provides a report at the monthly MAC meeting to keep MAC members informed.
7. The Proposer will sub-contract with a party not affiliated with proposer to conduct an audit of jail medical records. The sub-contractor will be looking at the records to determine if the proposer is providing adequate healthcare to the adults in custody. A copy of the report provided by the company will be provided directly to the sheriff or his designee. Oregon Jail Standard J211.
8. Proposer will produce a quality assurance report at least biennially to coincide with Columbia County's regular OSSA inspections; at least two months before the inspection. The next OSSA inspection will be held in February, 2023.
9. PROPOSER will attend meetings with County agencies and partners as requested.

Q. HEALTH EDUCATION OF DETAINEES

1. PROPOSER will provide inmate health education for inmates.
2. PROPOSER shall develop and implement a health education program, which includes formal, and information sessions, pamphlets, videos, etc.

R. TRANSFER of HEALTH INFORMATION

1. PROPOSER will have procedures in place to transfer health information between agencies due to transfer of inmates to other facilities.
2. All detainee transfers received from other facilities shall have an initial Health Screen by medical personnel before placement in Jail housing as if they were a new inmate.
3. All patient records and all other health information (reports, operations data, meeting minutes, etc...) are the mutual property of PROPOSER and Columbia County and will be made available to Columbia County on demand during and after contract term in a format specified by County

S. HEALTH RECORDS

1. The County requires electronic health records to be implemented with the new contract. The County prefers software that will be compatible with applications used by hospitals within the Portland Metro region.
2. PROPOSER will have a health record tracking process. PROPOSER must provide their own wireless capacity.
3. PROPOSER must be able to integrate with other Columbia County and contracted software systems.

4. PROPOSER must maintain health records pursuant to the NCCHC standards as a minimum requirement.
5. All entries should be legible with signatures and titles of all persons having contact with the inmate.
6. All contact with the inmates related to health issues must be documented in the health record.
7. PROPOSER will ensure that the health record contains documentation showing that the detainees received individual health education and instruction in self-care for their health conditions.
8. All requests for medical care, i.e. paper requests, phone requests, verbal requests must be documented in the inmate's health record.
9. Progress notes will be written following any medical staff interaction with Adults in custody.
10. All health records (including mental health or dental records, medication logs, treatment logs, and charts etc.) will be made available immediately upon request to County staff as needed throughout the life of the agreement.
11. Quality improvement records, Policy and Procedures and other records related to this agreement will also be made available to County staff as requested throughout the life of the agreement.
12. PROPOSER will maintain health and medical records and chart information regarding ordering and dispensing of medications and over the counter drugs issued to inmates.
13. PROPOSER shall maintain complete and accurate medical, dental, and mental health records separate from the confinement records of the inmate. In any criminal or civil litigation where the physical or mental condition of an inmate is at issue, Proposer shall provide the County with access to such records and, upon request, provide copies.
14. Proposer must establish EHR connection to local hospitals and facilities when connection agreements are available.
15. Proposer must report suspicious or serious injuries such as broken bones to the Jail Commander.
16. Proposer shall ensure that medical records are accurate and that any errors are corrected in a timely manner.
17. Proposer will include progress notes following any medical staff interaction with an inmate and shall be used by all medical personnel. Progress notes shall be in sequential order, and will be included in inmates' medical charts.

T. REPORTING

1. PROPOSER will have reporting processes and capabilities to support both Ad Hoc reporting as well as a standard suite of reports to be developed cooperatively between PROPOSER and Columbia County.
2. Cost and quality assurance reporting must be submitted to the County monthly. Minimum reporting would consist of:
 - a. Aggregate cost reporting, all claims processing including health billing data with key patient demographics and aggregate cost calculations for external providers, hospitalizations, and

pharmacy payments must be completed by December 31st for the prior fiscal year which ends on June 30th. Claims for prior fiscal year costs reported after December 31st will not be paid by the County, and will be the responsibility of the PROPOSER.

- b. Status of the aggregate cost monthly.
 - c. Early notification to County for anticipated amounts over the estimated aggregate cost due to unusual or extraordinary procedures encountered during the fiscal year.
 - d. Quality assurance reports.
 - e. 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).
 - f. Monthly statistical reporting for review at the MAC.
 - g. Monthly utilization statistics Monthly and annual prescription utilization and annual formulary.
 - h. Medicaid and Third Party Insurance billing and payment data
 - i. Medicaid and Third Party Insurance Application data.
 - j. Substance Use Disorder statistics.
3. Quarterly reporting of inmates with mental health conditions to be provided to the County Mental Health program. Report to include:
- a. Number of inmates with “Mental Illness” defined as individuals with mental health conditions identified on the State of Oregon’s prioritized list of health services that are above the line as identified in the document. This document may be found at <http://www.oregon.gov/oha/herc/Pages/PrioritizedList.aspx>.
 - b. Number of inmates with “severe and persistent mental illness” which is defined as psychotic disorders and major affective disorders including severe recurrent depression and bipolar disorders.
 - c. Number of inmates placed on suicide watch.
 - d. Number of inmate suicides.
 - e. Number of times that the PROPOSER recommended use of forced medications and how many times forced medications actually occurred, and whether the administration for involuntary medications was pursuant to a psychiatric emergency or was done pursuant to the process for involuntary medications as set out in US v. Loughner, 672 F3d 731(9th Cir 2012)

U. INVOICING

1. PROPOSER will provide for monthly invoices. Documentation which may be included with the invoice :
 - a. Staffing reports and other documentation requested by County which may include pharmaceutical and offsite care costs.

V. TRANSITION PLANNING

1. PROPOSER will detail their preferred transition planning process, costs involved with the transition and the estimated time it would take to transition from the current vendor.
2. The County intends to have a contract in place a minimum of 30 days prior to the expiration of the current contract. Provide a detailed implementation plan which includes a timeline and completion dates. Part of the implementation shall include a list of all staff coming onboard and associated credentials/licensure. Completed background check information is required prior to

expiration of the current contract for employees and vendors who deliver to the jail within one week of receiving the Notice of Intent to Award. This will allow the Sheriff's Office to complete background checks prior to employees coming on site.

W. CONTINUITY OF OPERATIONS PLAN

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

X. RULES, LAWS AND REGULATIONS

1. The proposer is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the Proposer shall discover any provision in these specifications or project information, plans or contract documents which is contrary to or inconsistent with any law or regulations, they shall report it to Brooke McDowall in writing.
2. All work performed by the Proposer shall be in compliance with all Federal, State, County and local laws, regulations and ordinances. Unless otherwise specified, the Proposer shall be responsible for applying for applicable permits and licenses.

SECTION IV GENERAL- INSTRUCTIONS

A. This Request for Proposals consists of the following items:

Section I	Request for Proposals (RFP)
Section II	Project Overview
Section III	Scope of Services
Section IV	General Instructions
Section V	Proposal Response
Section VI	Evaluation and Selection
Section VII	Sample Contract

Proposer shall check the RFP to ensure that all of the above Sections are included. Any missing portions can be obtained from the website or by contacting Brooke McDowall.

B. It is extremely important that all portions of this Request for Proposals be completed as professionally as possible. An incomplete or uncoordinated submission reflects on the Proposer's capability and professionalism. If there are any deviations from the RFP requirements, Proposer must indicate the reason for the deviation as part of the Proposal.

C. Proposers requiring clarification or interpretation of the RFP shall submit such requests in writing to Brooke McDowall. Proposers who find any ambiguity, inconsistency or error in the RFP shall notify Brooke McDowall in writing. Any such request or notice shall be made no later than ten (10) days prior to the proposal submission deadline. Any supplements, interpretations, corrections or changes to the RFP will be made by written addendum and be mailed or emailed to all who are known to have received the RFP and will be posted on the County website. Supplements, interpretations, corrections or changes to the RFP made in any other manner will not be binding, and proposers shall not rely upon such supplements, interpretations, corrections or changes.

D. A list of all proposers will be provided to any proposer upon receipt of written request after the Proposal submission deadline.

E. PRE-PROPOSAL TOURS. There will be NO mandatory pre-proposal meeting held for this RFP. Proposers wishing to tour the facility prior to the proposal due date may make arrangements by calling Lt. Brooke McDowall, at 503.366.4645. A site tour is not mandatory, but encouraged for all proposers not familiar with our facility. Any statements made at any site tour are not binding on the County unless confirmed by written addendum. Proposers will be required to submit to COVID Jail protocols before being allowed into the Jail.

F. PROPOSAL SUBMITTAL. Seven (7) copies of the complete proposal, including all other documents required to be submitted with the proposal, shall be enclosed in a sealed envelope or container clearly marked on the outside: "JAIL MEDICAL SERVICES PROPOSAL" or equivalent and be submitted to the County at 901 Port Ave., St. Helens, Oregon 97051. No responsibility or liability will be attached to any County official, employee or agent for the premature opening or failure to open any proposal not marked according to this instruction.

G. SUBMITTAL DEADLINE. Proposals must be received by June 18, 2021 at 4:00 p.m., according to the clock in the lobby of the Columbia County Sheriff's Office at the following address/location in order to be considered for purposes of evaluation and contract award:

Columbia County Sheriff's Office
901 Port Avenue
St. Helens, Oregon 97051

Lt. Brooke McDowall, is the person designated for receipt of Proposals. It is the sole responsibility of the Proposer to insure Proposals are received at the location above by the due date and time. Phone proposals will not be accepted. Fax and/or electronically transmitted proposals will not be accepted. Proposals physically received after the designated time and date will be returned unopened.

H. PROPOSAL OPENING. Lt. Brooke McDowall will open all proposals received in compliance with the instructions of this RFP. Proposals will be reviewed for compliance with instructions contained herein. Only those Proposals in substantial compliance with this RFP will be evaluated and scored by the Evaluation Committee. Proposals received after the date and time specified in Section II, and/or proposals which are not prepared and filed in substantial compliance with the terms and conditions of this RFP, will not be considered for evaluation or award of a contract.

I. CONTRACT AWARD. After proposals are opened and a determination is made that a contract is to be awarded, the County shall award the contract to one responsible proposer whose proposal the County determines in writing is the most advantageous to the County. The Contract will be prepared by the Columbia County Counsel and will consist of duplicate originals, including a copy of the accepted Proposal. The Contract will be delivered or made available to the successful Proposer for execution. Two duplicate originals of the Contract shall be signed by the Proposer and returned to the County within ten (10) calendar days of mailing by the County or upon receipt by Proposer, whichever is sooner, along with the required Certificates of Insurance, Additional Insured Endorsement(s), W-9, and performance and payment bond for final approval, dating and execution by the County. After execution by the County a signed original of the Contract will be delivered or made available to the Proposer. A Sample Contract is included in the procurement documents. Terms and conditions set forth in the Sample Contract are subject to pre-proposal protest restrictions.

J. **FORM OF CONTRACT.** A copy of the personal service contract that the County expects the successful firm or individual to execute is attached as Exhibit A. The contract will incorporate the terms and conditions from this RFP document and the successful proposer's response documents.

Firms taking exception to any of the terms and conditions should convey those exceptions to the County during the period designated for questions. Proposers who submit a proposal noting exceptions to the contract terms that are not acceptable to the County will be deemed non-responsive. Such proposals will not be considered for evaluation.

K. **MODIFICATION OR WITHDRAWAL OF PROPOSAL.** A proposal may not be modified, withdrawn or canceled by the proposer for a ninety (90) day period following the time and date designated for the receipt of proposals and proposer so agrees in submitting its proposal. Prior to the time and date designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the County at the place designated for receipt of proposals. Such notice shall be in writing and shall be signed by the Proposer's authorized representative. If sent by mail the modification or withdrawal must be postmarked on or before the date and time set for receipt of proposals. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals, provided that they are then fully in compliance with the RFP.

L. **PROTEST PROCEDURES.** All protests of solicitation or selection processes are limited to the following issues and filing times:

- a) **Solicitation protest:** Proposers may file a written protest, or request for change of particular solicitation provisions, specifications, or contract terms and conditions with the County no later than seven calendar days prior to the submission deadline. Such protest or request for change shall include the reasons for the protest or request, and any proposed changes to the solicitation provision, specifications, or contract terms and conditions. A protest must include a detailed statement of the legal and factual grounds for the protest, a description of any resulting prejudice and statement of relief requested or any proposed changes to the specifications. No protest against selection of a personal services Proposer or award of a personal services contract, because of the content of solicitation provisions, specifications, or contract terms and conditions, shall be considered after the deadline established for submitting such protest.
- b) **Selection protest:** Every proposer that submits a proposal in response to an RFP shall be mailed a copy of the selection notice sent to the highest ranked personal services Proposer. Unless a different deadline is specified in the RFP, a personal services Proposer who has submitted a proposal and claims to have been adversely affected or aggrieved by the selection of a competing personal services Proposer, shall have seven (7) calendar days after receiving the notice of selection to file a written protest of the selection with the County. To be adversely affected or aggrieved, a protester must claim that the protester was the highest ranked personal services Proposer eligible for selection, i.e., the protester must claim that all higher ranked personal services Proposers were ineligible for selection because their proposals were non-responsive or the personal services Proposers non-responsible. The County shall not consider a selection protest submitted after the time period established in this subparagraph, or in the RFP if a different deadline is provided in the RFP.

M. **SUBMITTAL COSTS.** The cost of submittals and any other expenses related to this RFP, including travel for interviews, tours, or inspections, shall be entirely the responsibility of the proposer. Under no circumstances will the County be responsible for those costs and expenses.

N. **RECYCLABLE PRODUCTS.** Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

O. OWNERSHIP AND USE OF DOCUMENTS. All documents submitted to the County with a proposal shall become public records subject to disclosure unless otherwise protected pursuant to Oregon Public Records law.

P. ADMINISTRATIVE INFORMATION.

This RFP is issued under the authority of the Board of County Commissioners by and through the Columbia County Sheriff. Brooke McDowall has been designated as the sole point of contact for this RFP and is the person designated for receipt of proposals.

Brooke McDowall, Lieutenant
Columbia County Sheriff's Office
St. Helens, Oregon 97051
brooke.mcdowall@columbiacountyor.gov
503.366.4645

All inquiries concerning the intent of this request or contract information are to be directed to Lt. Brooke McDowall, at the above email address or telephone number. This RFP may be reviewed at the following website www.columbiacountyor.gov/sheriff/rfp.

SECTION V - PROPOSAL RESPONSE

A proposal must utilize the following format and content detail. All proposals are to be typed in 8½ x 11 inch format. Each of the following required sections are to begin a new page and be separately tabbed. Each page shall be numbered in sequence. Seven (7) copies of the complete proposal are required. The Proposal shall be prepared succinctly, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP.

A. TITLE PAGE

This will be mandatory.

The name and signature of the proposing company's authorized representative, as well as his/her address and telephone number, must be provided. The proposal must be dated on this page.

The authorized representative's signature will signify the proposer's agreement and compliance with all requirements set forth in the RFP. In addition, the signature will certify the proposer's acceptance of and responsibility for the following:

1. All data presented in the proposal is accurate and complete.
2. Acknowledgment that the proposer has read and understood the RFP and that the proposal is made in accordance with the contents of the RFP, unless otherwise noted in the proposal.
3. The proposal and the prices contained in the proposal shall be valid for ninety (90) days after submission of the proposal.
4. The cost of submittals and any related expenses, including travel for interviews or inspections, shall be entirely the responsibility of the proposer.
5. Proposer has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against any minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.

6. Proposer will sign the Business Associate's Agreement included in Exhibit "A" if selected. This Agreement is required by Federal Law and cannot be waived or modified. If you are unable to sign the BAA your proposal will be deemed nonresponsive and will not be evaluated.
7. The Proposal indicates any requested redaction or exception to the Sample Contract.
8. The discovery of any significant inaccuracy in information submitted by the Proposer shall constitute good and sufficient cause for rejection of its proposal.
9. Proposer agrees to meet the highest standards prevalent in the industry or business most closely related to the goods or services of this Proposal.

B. TABLE OF CONTENTS

This will be mandatory.

A listing of all major and sub-major topics and associated page numbers must be included.

C. STATEMENT OF QUALIFICATIONS

This will be mandatory.

Provide a brief explanation of why your organization is qualified to provide medical and mental health services for the Columbia County Jail. What makes your organization stand out in the industry? Qualifications of Proposers will be evaluated when determining the award. Qualified proposers may be required to produce acceptable personal, business, and credit references and completed examples of previous work of a similar nature

To be considered for award of this contract proposer must have, as a minimum, the following qualifications:

1. The proposer must be organized for the purpose of providing correctional medical and mental health services, and must have five (5) years previous correctional medical and mental health experience with proven effectiveness in administering large scale corrections medical services programs.
2. The proposer must have a proven ability for contract start-up by October 1, 2021. If Proposer will need time in the facility before the October 1st start date, Proposer shall include a description of its needs.
3. The proposer must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements. A proposal must describe how Proposer will ensure staff compliance with Jail rules and policies.
4. The proposer must have the central office capability to supervise and monitor the program, ensuring satisfactory provision of services.
5. The proposer must have adequate financial resources to perform the contract scope and maintain personnel and supplies at sufficient levels at all times during the contract term to comply with the contract terms.

D. COMPANY BACKGROUND

This will be mandatory.

Provide a brief history of the company including:

1. Years in business under present name and previous names.

2. Whether the company is a corporation, partnership, or other type of organization.
3. Names of officers of the company or regional executives in charge.
4. Address of office where contract will be administered.
5. Number of key employees available to perform the contract.
6. Number of permanent full-time key professional employees listed by professional classification. Include pay plan for assigned personnel.
7. List any subcontractors you wish to use. All subcontractors must be pre-approved by the County and must be documented with a contract consistent with the County/Proposer contract. A copy of all subcontractors' contracts must be provided to the County before service begins.
8. Submit company annual report and most recent financial statement.

E. PROPRIETARY INFORMATION

This will be mandatory.

1. The County is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the County to disclose all records generated or received in the transaction of County business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.501 (2)) and computer programs (ORS 192.501(15)). The County will not disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations. The entire RFP cannot be marked confidential, nor, shall any pricing be marked confidential.

All pages containing the records exempt from disclosure shall be marked "confidential" and segregated in the following manner:

- a. It shall be clearly marked in bulk and on each page of the confidential document.
 - b. It shall be kept separate from the other RFP documents in a separate envelope or package.
 - c. Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
 - d. Where such conflict occurs, the Proposer is instructed to respond with the following: "Refer to confidential information enclosed."
 - e. This statement shall be inserted in the place where the requested information was to have been placed.
2. Proposers who desire that additional information be treated as confidential must mark those pages as "confidential"; cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. Should a proposal be submitted as described in this section no portion of it can be held as confidential unless that portion is segregated as described in the criteria herein.
 3. Notwithstanding the above procedures, the County reserves the right to disclose information that the County determines, in its sole discretion, is not exempt from disclosure or that the

County is directed to disclose by the County's Attorney, the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, the County will notify the Proposer. If the Proposer disagrees with the County's decision, the County may, but is not required to enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney's fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

F. INSURANCE

This will be mandatory.

Provide evidence of insurability or actual coverage for the following minimum requirements and as may be required by law:

For the duration of the contract the Proposer shall, at its own expense, purchase and maintain, in a company or companies licensed to do business in the State of Oregon, the following insurance, with limits not less than those indicated or greater if required by law:

1. Workers' compensation and employer's liability insurance meeting statutory limits mandated by state and federal laws.
2. Commercial general liability and property damage insurance in an amount of not less than \$5,000,000.00 per occurrence.
3. Automobile liability (owned, non-owned, and hired) for bodily injury and property damage in an amount of not less than \$2,000,000 per occurrence.
4. Professional liability insurance covering claims made at any time prior, during or subsequent to the completion of the proposer's services, with a limit of not less than \$10,000,000.00

G. MEDICAL/MENTAL HEALTH SUBSTANTIVE PROPOSAL

1. Electronic Health Records 15 Points
 - a. Describe your electronic health record software, your system requirements, sample reports, and any other information that would be helpful for determination of system requirements. Include number of work stations needed and any other requirements for implementation. Provide examples of statistical reporting that this system would be capable of producing, how it will be utilized in performance reporting and quality improvement processes
 - b. Explain procedures to transfer medical information between agencies due to transfer of inmates to other facilities. Include a discussion of how they are protected from unauthorized disclosure.
2. Pharmacy Services 40 Points
 - a. Describe your pharmacy program. Provide source of medications. Describe your experience with the Oregon Board of Pharmacy. Detail how you will comply with inspections and other Oregon Board of Pharmacy laws. Supply a list of standard formulary with proposal and alternative administration for detainees with swallowing issues, or history of hoarding (palming or cheeking) medications and causing a Jail security situation. Describe how you will comply with security procedures and how you will handle all controlled substances, syringes, needles and surgical instruments.
 - b. Indicate if you are willing to join a regional pricing consortium.
3. Quality Assurance/Improvement Programs 40 Points
 - a. Describe your quality assurance program, how it works, include sample reports, company

standards that must be met and process for improvement. Clearly discuss how this meets the NCCHC standard for continuous quality improvement.

- b. Describe how you will handle complaints from staff and/or inmates. Provide detail of grievance procedures. Describe, by use of an example or other detail, types of complaints the applicant has determined to be a client grievance.
- c. Describe your internal monitoring system for assuring operational efficiency and effectiveness, fiscal integrity, compliance with current rules and regulations and contract performance requirements.
- d. Explain your methods for identifying and preventing deficiencies in quality of service performed by PROPOSER staff or subcontractors before the level of performance becomes unacceptable.

4. Staff Retention and Recruitment 45 Points

- a. Demonstrate that you have a proven system of recruiting and training staff and have adequate support staff at the central office to assume the administrative functions of the agreement.
- b. Describe how your company staff salaries fit within the US Department of Labor for Oregon wage scales.

5. Medication Assisted Treatment Programs (MAT) 40 Points

- a. Describe your MAT Program
- b. What protocols and criteria are in place for continuing community MAT, detox, tapering, and induction? For continuing community MAT, explain how providers will address a patient who tests positive for both MAT drugs and other street drugs (meth, cocaine, heroin, etc.) Detail your work with pharmacies, other agencies, and offsite providers. Explain any programs or supplies that you would make available to patients upon release. Tell us if your providers will have the ability to prescribe MAT medications and if you are prepared to become registered as an Opioid Treatment Program (OTP).

6. Mental Health programs 45 Points

- a. Describe your mental health program model. Specify how much of your current mental health care is provided by tele-psychiatry. Share what collaboration you participate in with other agencies and offsite providers such as state hospitals and private sector health organizations. Detail your experience with mental health advocacy groups.
- b. Describe your policies and/or programs which inform how you work collaboratively with members of security to manage mentally ill patients and their needs in housing, discipline, and environment.

7. Discharge Planning/Continuity of Services 45 Points

Describe your discharge planning policies and procedures. Tell us about your work connecting patients to services, equipment, and supplies upon release (housing, food assistance, health insurance, medications, etc...) explain your work connecting releasing inmates with state, federal, and county agencies. Describe your philosophy behind discharge planning.

8. Business Model/Key Personnel 45 Points

- a. Describe your program model and service strategy for providing inmate health services that meet NCCHC standards.
- b. Indicate what the measurable service objectives and outcomes will be. This should demonstrate what you want to accomplish and how you will know if you are successful and effective in making and impact on the target population.

- c. Document your transition plan for assuming services if you are the successful proposer and document an exit plan for the end of the contract should you not be successful in the next solicitation.
 - d. Provide Resumes and Curriculum Vitae (CV) of key personnel in your organization.
9. Third Party Insurance/Medicaid Knowledge and Capabilities 20 Points
- Describe your work with insurance companies, Medicaid, and Medicare. Include knowledge of Oregon legislation as it affects jail's abilities to bill private and governmental insurances.
10. Collaboration with Security Staff 25 Points
- a. Describe your philosophies, strategies, and specific policies which ensure positive collaboration with Security and Transport staff in a jail or prison.
11. Discounted Provider Network 25 Points
- Provide examples of your experience in making a discounted provider network available for high quality inmate offsite care. Give general ranges of discounts you've been able to acquire. Demonstrate your ability to negotiate with all types of health entities (ambulance companies, dentists, specialists, etc...) in order to save tax dollars while still providing accessible, high quality health care.
12. Responsive Services to Patients 25 Points
- a. PROPOSER shall have a policy and practice of treating people confined in jail humanely and respectfully. Provide a copy of your policies, procedures, company standards or training that sets out the expectations of PROPOSER staff in regard to treatment of patients.
 - b. What is the minimum level of staff required to meet the stated scope of work and meet NCCHC standards?
 - c. What are your planned operational staffing levels?
 - d. The County has an interest in minimizing the cost of transporting, hospitalization, and outside treatment while still meeting NCCHC standards of quality care. Describe your strategy to reduce transportation costs and detail how you will provide primary care in the facility.
 - e. Include your current process for determination of medically necessary procedures and authorization process for off-site procedures.
 - f. Describe your process for timely response to regular and emergency health care services grievances.
 - g. Include a discussion on your ability to track and care for chronic needs of inmates.
 - h. Describe the method that will be used to assure complete staffing including an organizational chart.
13. Infection Control Programs 15 Points
- Describe your infection control programs. What strategies and programs do you have to reduce the risk of disease transmission? Give details regarding your work with partner agencies and offsite health care providers. Be sure to include any statistics available which demonstrate the efficacy of your program.
14. Involuntary Medication Programs 15 Points
- a. Describe your involuntary medication program protocols, and provide copies of the processes, procedures and policies. Tell us how many years of experience you have performing involuntary medication protocols.

- b. Explain your procedures for involuntary medications for urgent mental health crisis, and your procedures for longer term involuntary medication in the event that a mentally ill inmate is dangerous to self or others or gravely disabled. NOTE – WCSO does not currently involuntarily medicate any inmate to restore competency to stand trial – and would only do so pursuant to court order.

15. Reporting Capabilities (Ad Hoc and Standard Suite) 25 Points

- a. Provide a sample of a typical reporting suite you offer to your clients. All report samples shall be submitted in electronic format only. Reports shall be in a separate file labeled “Sample Reports” on the electronic medium.
- b. Describe your ability to respond to Ad Hoc reporting requests and your average turnaround time for Ad Hoc requests.
- c. Provide any other sample reports available for review.

16. ADA Knowledge 20 Points

Describe your knowledge and experience with the Americans with Disabilities Act. Describe your policies for response to patients and support of your clients. Give examples of particularly challenging cases and your remedies offered.

17. Special Care (Reproductive, Dental Expanded, Elder, STI) 10 Points

Describe your policies and health programs for Reproductive, dental expanded, Elder, and Sexually Transmitted Illnesses. Provide examples of specific program elements.

18. Health Education Programs 10 Points

Describe your health education programs. Explain how you track and document health education for inmates.

19. CLAS Federal Standard Knowledge and Experience 5 Points

Describe any experience you may have with CLAS Federal Standards or strategies you use to ensure culturally and linguistically appropriate services.

20. Cost 70 Points

- a. Using the data provided in the background information section as a guide, and your understanding of the RFP requirements, provide your company’s Proposed Total Cost for one year and an estimate of ongoing costs up to five total years. The proposal should address the full Scope of Services to be provided. If your company can offer another pricing strategy (Capitation, Capitation with Pharmacy and Offsite priced separately, etc…) describe in detail and project total cost for five years. County is interested in innovative pricing strategies.
- b. Provide a breakdown of anticipated costs on the attached required form. Proposers can propose any cost methods. Consider how offsite costs and pharmacy costs will be handled.
- c. All proposals must contain a per diem cost for average daily populations over 150 inmates.
- d. Describe how you achieve favorable billing rates with local hospitals for emergency and in-patient care, and your contracting strategy to achieve this goal and provide examples of agreement terms that you have reached with hospitals near your facilities including the length of time the contracts have been in place.
- e. Provide a list of the Top Medications indicating cost for the medications listed. Include in this section your pricing strategy for medications and total pharmacy cost.
- f. Detail the administration cost for providing 3-5 days medication to inmates transferring to Community Corrections.

- g. Include a sample invoice that will match your cost estimate and discuss your ability to provide adequate back-up to aggregate costs charged.
- h. Include any additional cost associated with the Transition Plan
- i. Describe your strategies for controlling emergency and inpatient hospital costs.
- j. Clearly identify any costs or charges that are not already detailed.
- k. Provide costs for different staffing plans.

21. Corporate Tort Claims/Legal Cases 15 Points

Provide a list of any civil or administrative cases filed against the corporation or an employee, officer, or agent of the corporations in the past three years, including the case name and number, the jurisdiction where it was filed, the date it was filed, the date resolved, the resolution of the case, and a copy of the complaint filed in the case. This includes both federal and state cases. Failure to include a case will be grounds for rejecting the proposal.

22. References (will be contacted and rated based upon their satisfaction with services provided) 25 points

- a. Responder must include at least three references for like services. Preference will be given for references that fall within the geographical boundaries of the 9th Circuit Court of Appeals.
- b. Responder will include a list of all facilities for the prior three years.
- c. References and list of prior locations must contain the following information:
 - 1. Location where like services are currently provided
 - 2. Contact information for contract administrator and jail command staff representative, including:
 - a. Name & title
 - b. Email address
 - c. Phone number
 - d. Address of the location
 - e. Length of engagement at this location

23. Provide a list of all contracts with a correctional facility that have been terminated or have not been renewed in the past three years including:

Contact information for the Contract Administrator and jail command staff representative including: Name and title, Email address, Phone number, Address of the locations, and Length of engagement at this location.

10 points

24. Provide a copy of the last three correctional facility healthcare contracts that the company has entered. If you are asserting that the contract is confidential, provide information about the facility including: Contact information for the Contract Administrator and jail command staff representative including: Name and title, Email address, Phone number, Address of the locations, and Length of engagement at this location.

10 points

SECTION VI - EVALUATION AND SELECTION

A. EVALUATION COMMITTEE

An Evaluation Committee selected by the Jail Commander will review, evaluate and rank the proposals.

B. EVALUATION CRITERIA

The Evaluation Committee will review, evaluate and rank the proposals which are in substantial compliance with RFP procedures and requirements based on the following criteria and scoring:

CRITERIA	POINTS
Title Page	Mandatory
Table of Contents	Mandatory
Statement of Qualifications	Mandatory
Company Background	Mandatory
Proprietary Information	Mandatory
Insurance	Mandatory
Substantive Medical/Mental Health Proposal	
Electronic Medical Records System	15
Pharmacy Services	40
Quality Assurance/Improvement Programs	40
Staff Retention and Recruitment	45
Medication Assisted Treatment Programs	40
Mental Health Programs	45
Discharge Planning/Continuity of Services	45
Business Model/Key Personnel	45
Third Party Insurance/Medicaid Knowledge and Capabilities	20
Collaboration with Security Staff	25
Discounted Provider Network	25
Responsive Services to Line and Patients	25
Infection Control Programs	15
Involuntary Medication Programs	15
Reporting Capabilities (Ad Hoc and Standard Suite)	25
ADA Knowledge	20
Special Care (Reproductive, Dental Expanded, Elder, STI)	10
Health Education Programs	10
CLAS Federal Standard Knowledge and Experience	5
Cost Proposal	70
Corporate Tort Claims/Legal Cases	15
References	25
Terminated Contracts	10
Last Three Contracts	10
TOTAL	640
Interview	50
Site Visit	50
TOTAL	740

C. REFERENCES

Based on the initial evaluation and ranking, references will be contacted for the top ranked proposers.

D. INTERVIEWS

Based on the initial evaluation and ranking, up to three (3) proposers may be invited to attend interviews on a date to be announced. Proposers selected for interviews will be notified as soon as possible. If necessary, an additional 50 points will be assigned to the interview process, and another 50 points will be assigned for the site visits. The County reserves the right to check references only on the highest scoring proposers or depending on the scoring differential just the highest proposer.

E. RECOMMENDATION TO BOARD OF COUNTY COMMISSIONERS

Based on the interviews, the Evaluation Committee will make a final evaluation and ranking and make a recommendation to the Board of County Commissioners.

F. NEGOTIATIONS

Upon approval of the Columbia County Board of Commissioners, the Sheriff or his/her designee will negotiate the final terms and conditions of the contract. The County reserves the right to seek clarification of each proposal, and the right to negotiate a final contract which is in the best interests of the County. Contract negotiations with the highest ranked proposer shall be directed toward obtaining written agreement on:

1. Contract tasks, staffing and performance;
2. A maximum, not-to-exceed contract price which is consistent with the Proposal and fair and reasonable to the County, taking into account the estimated value, scope, complexity, and nature of the services

Negotiations may be formally terminated if they fail to result in a contract within a reasonable time. Negotiations will then ensue with the Proposer with the second highest ranked proposal. If the second, or if necessary, a third round of negotiations fails to result in a contract within a reasonable amount of time, the RFP may be formally terminated. A Notice of Intent to Award will be provided to all Proposers after negotiations result in a contract. The Contract will not be signed for at least seven days from the date the Notice of Intent to Award is emailed to Proposers.

G. SELECTION

The County reserves the right, in its sole discretion, to:

1. Reject any proposal not in compliance with all prescribed RFP procedures and requirements.
2. Cancel this procurement and/or reject any or all proposals in accordance with ORS 279B.100.
3. Waive minor irregularities in the proposals received.
4. Accept all or any part of a proposal in principle, subject to negotiation of the final details.

SECTION VII - CONTRACT

The contract and all contract amendments will be generated by the County. The final contract will consist of the County’s standard personal services contract and the following contract documents:

Attachment 1- Business Associate Agreement to be signed by Contractor

Exhibit “A” - This Request for Proposals

Exhibit “B” - The Selected Proposer’s Proposal

Exhibit “C” - Special Provisions (as may be negotiated by the parties)

A copy of the personal service contract that the County expects the successful firm or individual to execute is attached as Exhibit A. All proposed changes to the contract terms and conditions must be clearly set out in a Proposal. Proposers who submit a proposal noting exceptions to the contract terms that are not acceptable to the County will be deemed non-responsive. Such proposals will not be considered for evaluation.

[SAMPLE]

EXHIBIT "A"

PERSONAL SERVICES CONTRACT (ORS Chapter 279B)

BY AND BETWEEN COLUMBIA COUNTY, OREGON AND

FOR MEDICAL AND MENTAL HEALTH SERVICES

IN THE COLUMBIA COUNTY JAIL

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and

_____, hereinafter referred to as "Contractor".

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. This Agreement is effective on the date last signed, below.

2. Completion Date. The completion date for this Agreement shall be no later than three years from the effective date (the "initial term") The County may extend the Contract for up to an additional three years upon notice to the Contractor, the County's sole discretion. Passage of the contract expiration date shall not extinguish or prejudice the County's right to enforce this contract with respect to any default or defect in performance that has not been cured.

3. Contractor's Services. Contractor agrees to provide the services described in the Request for Proposals for Contract Medical and Mental Health services for the Columbia County Jail ("RFP"), a copy of which is attached hereto, labeled Exhibit AA@ and incorporated herein by this reference, Contractor's Proposal, a copy of which is attached hereto, labeled Exhibit "B" and incorporated herein by this reference, and the Special Provisions that are attached hereto, labeled Exhibit AC@ and incorporated herein by this reference. In case of conflict between the RFP, Contractor's Proposal and this Agreement, this Agreement shall control, followed by the RFP, and Contractor's Proposal, in that order of precedence. Contractor agrees to meet the highest standards prevalent in the correctional healthcare industry.

4. Consideration. County shall pay Contractor on a time-and-materials basis in an amount not to exceed \$ _____, said amount to be the complete compensation to Contractor for the services performed under this agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made based upon monthly invoices submitted by Contractor". Invoices shall note any deviation from staffing requirements set forth in this Agreement. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 17 of this Agreement.

5. Contract Representatives. Contract representatives for this Agreement shall be:

FOR COUNTY

FOR CONTRACTOR

All notices required by this contract shall be sent to the contract representatives at the contact information listed above. Any notice of change, termination or other communication having a material effect on this contract shall be upon the Contract representatives served in one of the following manners: a) in-person delivery; or b) deposited in the U.S. Mail under certified or registered handling, postage prepaid. A contract representative may be changed by written notice to the other party at the addresses provided above.

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.

7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.

8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.

9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:

A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.

B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, and Federal law the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

(1) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.

(2) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

(3) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.

C. Contractor shall pay all employees under this Agreement at least time and a half for work performed on the legal holidays specified in ORS 279B.020(1)(b)(B) to (G) and for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

D. Contractor shall give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of work on this Agreement, or by posting a

notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

F. This Agreement 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 therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

G. Contractor and its subContractors shall comply with all federal laws applicable to the work performed under this contract including but not limited to, the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L. No. 101-336), ORS 659A.142, HIPAA and the HITECH Acts, and all regulations and administrative rules established pursuant to those laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.

12. Prison Rape Elimination Act ("PREA"). The Columbia County Sheriff's Office

maintains a zero tolerance for any form of sexual misconduct between staff members, volunteers, contract employees or other agency representatives and inmates. "Sexual Misconduct" means any behavior or act of a sexual, sexually suggestive or romantic nature directed toward any person an employee, whether visitor, contractor or inmate. "Sexual misconduct" includes, but is not limited to, acts or attempts to commit acts of sexual assault, sexual abuse, rape, sexual harassment, sexual or intimate or otherwise inappropriate or unnecessary contact, conduct of a sexual nature or implication, obscenity and unreasonable invasion of privacy. "Sexual misconduct" includes conversations, correspondence or other actions suggesting an interest in a romantic or sexual relationship, jokes of a sexual nature, suggestive looks or leering and physical behavior such as pats or squeezes or brushing against someone's body. "Sexual misconduct" includes acts that may not be directed at any particular individual or group, but which create a sexually charged workplace. Sexually explicit talk, actions, e-mails, posted cartoons, jokes or unprofessional dress characterize a sexually charged work environment. A sexually charged work environment severely erodes the professional boundaries between staff and consequently between staff (including contracted employees) and inmates. Contractor agrees to comply with the Sheriff's Office zero tolerance policy for sexual misconduct and all applicable requirements of the Prison Rape Elimination Act. Notwithstanding the generality of the foregoing, Contractor agrees, as follows:

- A. Neither Contractor nor its employees, agents, or representatives, will disregard allegations of sexual misconduct, regardless of who is making the reports. Contractor will report any allegation of sexual misconduct to the Columbia County Sheriff or Columbia County Human Resources Director immediately and shall cooperate with the investigation of such allegations.

- B. Contractor shall not harass, intimidate, discipline, discharge or otherwise interfere with any person because they have reported an incident or suspected incident of sexual misconduct.
- C. During an investigation of sexual misconduct of an employee, agent, or representative of Contractor, Contractor shall ensure that such person does not enter the facility for any reason. Following an investigation of sexual misconduct Contractor will implement appropriate corrective action, up to and including permanent preclusion of an investigated person from the Columbia County Jail at the direction of the Columbia County Sheriff or Human Resources Director.
- D. Contractor shall make all reasonable efforts to keep confidential, personal or other confidential information related to an allegation of sexual misconduct.
- E. Contractor will incorporate into its personnel policies, policies and procedures on expected professional behavior and prohibited sexual misconduct consistent with the Sheriff's PREA policy. Contractor shall train its employees, agents and representatives on the requirements of PREA and shall instruct all such persons that failure to meet their obligations as employees, agents or representatives will lead to discipline, up to and including discharge and possible criminal penalties.

13. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal. Contractor shall provide County a copy of all proposed assignment and subcontracts in advance for approval, which shall not be unreasonably denied. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

14. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.

15. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. Pursuant to this indemnity section, Contractor's obligation to defend and indemnify extends to any claim or action which arises from health services provided by Contractor or its subcontractor, or arising from allegations that appropriate health care was not provided by contractor, or arising from allegations that health care provided by contractor was in any manner negligent, inappropriate, or deliberately indifferent. This indemnification shall include a claim made against the County, Sheriff or Sheriff's office related to their non-delegable duty/vicarious liability for the negligent acts or omissions of the Contractor. For purposes of illustration, if an inmate or former inmate brings an action alleging improper health care by Contractor and also naming the Sheriff and Jail Commander for failing to supervise contractor and negligently retaining contractor, contractor will have the obligation to defend the entire claim, including all claims against the Sheriff and Jail commander as they are directly related to allegations of improper healthcare. This indemnity obligation does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.

16. Insurance. Contractor shall maintain the following minimum levels of insurance to protect
B. If any license or certificate required by law or regulation to be held by Contractor to the County, its officers, agents, and employees.

1. Workers' compensation and employers liability insurance meeting statutory limits mandated by state and federal laws;

2. Commercial general liability and property damage insurance in an amount of not less than \$5,000,000.00 per occurrence.

3. Automobile liability (owned, non-owned, and hired) for bodily injury and property damage in an amount of not less than \$2,000,000 per occurrence.

4. Professional liability insurance covering claims made at any time prior, during or subsequent to the completion of the proposer's services, with a limit of not less than \$10,000,000.

Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds and shall be accompanied by one or more additional insured endorsements. Contractor shall notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or changed to make the coverage no longer meet the minimum requirements of this Contract.

Coverage shall be carried for the duration of the applicable statute of repose in Oregon. All of Contractor's and subcontractor's liability insurance policies, with the exception of worker compensation, shall contain a waiver of subrogation against the County.

17. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties, or by either party, with or without cause, upon thirty (30) days advance written notice delivered by registered or certified mail, or in person, to the other party. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:

A. If Contractor fails to perform the work in a manner satisfactory to County.

provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

C. If funding becomes inadequate in the County's sole discretion to allow the work to continue in accordance with the project schedule or if the Columbia County Jail closes partially or fully

D. If grant requirements are not met.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed. The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be

exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination. Upon receipt of notice of termination, Contractor shall continue to provide services and wind down operations under this contract, unless expressly directed otherwise by County in the notice of termination. Upon termination, Contractor shall deliver to County all contract documents, information, works-in-progress, and other property that are or would be deliverables had the contract been completed.

18. Use of County Facilities. Contractor and its employees or agents shall have the right to use only those facilities of County that are necessary to perform the services under this contract and shall have no right of access to any facility of the County without prior approval of County management. County shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its employees, subcontractors or agents which may be stored on County premises.

19. Warranties. Contractor represents and warrants to County that (a) Contractor has the power and authority to enter into and perform the contract, (b) the contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and (c) contractor's performance under the contract shall be in a good and workmanlike manner and in accordance with the professional standards.

20. Time of the Essence. The parties agree that time is of the essence in this Agreement.

21. Records. Contractor shall maintain all records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the contractor that are pertinent to this contract for the purpose of making financial and performance audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of County to perform site reviews for all delivered services by Contractor. All such records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy, or litigation arising out of related to this contract, whichever date is later. Medical records shall be accurate. Any error in inmate medical records shall be corrected as soon as possible upon receipt of notice of an error by Contractor.

22. Work Product. All work products of the Contractor which result from this contract including all inmate health records (the "work products"), except material previously and mutually identified or created by contractor prior to this contract or created by contractor for general business purposes not specific to county, as confidential or proprietary, shall be provided to County immediately upon request and shall be considered the exclusive property of the County. Under no circumstances will any inmate health record be withheld from County, and inmate health records shall not be considered confidential or proprietary for purposes of this section. Contractor shall maintain copies of all inmate health records, including medication logs, chart notes, prescriptions, health grievances and responses, and any records of treatment or diagnosis on site for a period of not less than two years. In the event that Contractor maintains such records in electronic format, Contractor agrees to provide the County with ongoing read-only access to the records. In addition if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor

hereby grants County a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so. Such work products include, but are not limited to: databases, templates, files formats scripts, links, procedures, materials, training manuals and other training materials, specially created key commands, and any other information, designs, plans, or works provided or delivered to the County or produced by Contractor under this contract.

23. Security of Information.

A. The County is required to notify its customers if any electronically stored information or written document that contains personal information has been subject to a security breach. Any contractor of the County who becomes aware of any potential breach of a document or electronic file containing personal information of the client of the County will immediately notify the Contract Representative, who will work with the County Counsel to notify the affected persons as required by law. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made.

B. No County contractor will print a person's full Social Security Number on any document that will be sent through the mail, without a written request from the person whose SSN will be printed on the document, except as required by law. The Contractor will use only the last 4 digits of an SSN on all documents unless there is a compelling business reason to use the entire SSN. If a document contains a fully SSN, the Contractor will take steps to protect the document from unauthorized disclosure. Contractor will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by State or Federal law. Contractor may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No Contractor will publicly post or display a document containing a full SSN.

C. Contractor must develop, implement and maintain reasonable safeguards to protect the security and confidentiality of the information. Employees of the Contractor with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring who has access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, CDs or other media which contains personal information. Contractor must also ensure the proper disposal of documents or other media which contains personal information. The contractor will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under its control.

24. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.

25. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

26. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

27. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

28. Attorney's Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

29. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holdings shall not affect the validity of the remaining portions hereof.

25. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

26. Grant Requirements. From time to time the County may receive grant funding to provide medical or mental health services in the Columbia County Jail. Contractor agrees to comply with terms and conditions of Grant requirements upon notice to Contractor.

27. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING THE CONTRACTOR'S PROPOSAL) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

DATED this _____ day of _____, 2021.

CONTRACTOR

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Name: _____ By: _____

Chair

By: _____ By: _____

Commissioner

Title: _____ By: _____

Commissioner

Approved as to form

By _____

Office of County Counsel

Attachment 1- Business Associate Agreement

Exhibit A- Request for Proposals

Exhibit B- Contractor's Proposal

Exhibit C- Special Provisions, as negotiated

ATTACHMENT "1" BUSINESS ASSOCIATE AGREEMENT

Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Between Columbia County and

This Business Associate Agreement is entered into as of _____ ("Effective Date") by and between **Columbia County, Oregon** ("Covered Entity") and _____ ("Business Associate") in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations ("HIPAA").

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 ("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 Business Associate Agreement to address certain requirements under the HIPAA Rules;

Now, Therefore, the parties hereby agree as follows:

SECTION I - DEFINITIONS

- 1.1 "Breach" is defined as 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 an Workforce member's course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force 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 "Effective Date" shall be the Effective Date of this Business Associate Agreement.
- 1.5 "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 Business Associate Agreement.

- 1.6 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.7 “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).
- 1.8 “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.
- 1.9 “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.
- 1.10 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.11 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.12 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.13 “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.
- 1.14 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 Business Associate 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 Business Associate 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 Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate 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;
- 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 2.6 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 2.7 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

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

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate 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 HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate 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; 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.

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. 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 Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 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. 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 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 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 Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI 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 Business Associate 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 Business Associate 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 Business Associate 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 Business Associate 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 Business Associate Agreement and the 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 Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate 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 Business Associate 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 Business Associate 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 Business Associate Agreement to the 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 Business Associate 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 Business Associate 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 Sections II and III of this Business Associate 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 Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

[Signature Page Follows]

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

Business Associate

Covered Entity

***BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON***

By: _____

By: _____

Margaret Magruder, Chair

Title: _____

Date: _____

Date: _____

Approved as to form

By: _____

Office of County Counsel