

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



PROCUREMENT DOCUMENTS
COLUMBIA COUNTY, OREGON

October 10, 2025

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SECTION I - REQUEST FOR PROPOSALS (RFP)

Columbia County Jail is requesting proposals from qualified proposers to provide correctional medical 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 November 30, 2025. 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. Captain James Macfarlane 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 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 Adults in Custody.

To be considered a qualified Proposer the County requires Proposer to have a minimum three 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 Adults in Custody, pharmacy services, psychiatric screening, suicide risk assessments, mental health services, medical clearances for intra and inter-agency transfers, work clearances, 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) (2025) 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 2025 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	October 10, 2025*
Deadline for Clarification/change/protests (4:00 p.m.)	October 21, 2025*
Deadline to Submit Proposals (4:00 p.m)	October 31, 2025*
Request for Proposal Opening	October 31, 2025
Review and Evaluation of Proposals	November 1-7, 2025
Top Ranked Proposer Notified	November 8, 2025
Contract Negotiations	November 8-14, 2025
Notice of Intent to Award	November 15, 2025
Final Contract Signing	November 26, 2025

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 Adults in Custody 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 Adults in Custody 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. Daily sick call.
 - c. 24 hour emergency / on-call physician and psychiatric consultation.
 - d. Meeting a six hour window of time to screen every new Jail arrival for medical, dental, or mental health problems.
 - e. Full physical for all lodged Adults in Custody within 14 days of admission at Intake.
 - f. Full dental exam within 12 months of incarceration in addition to the initial dental screen performed during intake.
 - g. Adults in Custody 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.
 - h. Mental health screening.
 - i. Adults in Custody with positive screens for mental health issues or Substance Use Disorder (SUD) receive an initial mental health evaluation within 14 days (NCCHCJ-E-05).
 - j. Care of Transgender Adults in Custody.
 - k. 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
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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 Adults in Custody 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 WebPortal.
 - b. Notify DHS/OHA of eligible or potentially eligible Adults in Custody at hospitalization or release.
 1. For potentially eligible Adults in Custody, ensure that an application for Medicaid coverage is submitted.
 2. For Adults in Custody who need to return to Jail after hospitalization, also notify of the return to Jail.
 - c. For Adults in Custody under age 65, notify Oregon Health Authority. Refer to the State "Guide to Oregon Medicaid Eligibility Determinations for Adults in Custody under Age 65" for specific contact information and instructions.
 - d. For Adults in Custody Age 65 or over, notify the DHS Aging and People with Disabilities Division (APD). Refer to the State "Guide to Oregon Medicaid Eligibility Determinations for Adults in Custody 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 implementing 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 Adults in Custody's 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 (CJIS cleared) 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 on-going 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 NCCHC 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 in the Jail.
12. The Proposer must ensure that medical staff are available to work overtime upon request of a corrections Medical/Mental Health Services RFP/Columbia County Jail

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 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.
3. A list of critically abnormal lab values will be available for healthcare staff reference at all times.
4. Provide a Clinical Laboratory Improvement Amendments (CLIA) waived on-site lab inside the Jail facility for use by the appropriate PROPOSER staff.
5. 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.
6. 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 Adults in Custody enter 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 Adults in Custody 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 Adults in Custody.

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 Adults in Custody.
2. PROPOSER shall identify the need for any inpatient hospitalization of any Adult in Custody 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 Adults in Custody inside or outside the Jail. At a minimum, PROPOSER shall identify a responsible physician (MD, DO, or FNP) 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 (15) 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.

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 Adult in Custody 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 Adults in Custody 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 Adults in Custody face and how to deal with those issues.

15. PROPOSER must have a process and procedures in place for involuntary medication of Adults in Custody 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 Adults in Custody 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 Adults in Custody 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 Adults in Custody 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 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.
3. PROPOSER will maintain and track pharmacy budgetary costs and formulary.
4. The system shall include prescription medications and over-the-counter medications. Adults in Custody will be given limited access to over-the-counter medications issued by PROPOSER. PROPOSER will educate Adults in Custody on the commissary function in the jail to access over the counter medications.
5. All prescription medications shall be prescribed by a qualified prescribing provider.
6. All prescription medications shall be administered by an appropriate licensed staff member.
7. All controlled substances, syringes, needles and surgical instruments will be stored under security

conditions acceptable to the County.

8. PROPOSER shall comply with all applicable state and federal regulations regarding prescribing, dispensing, administering, procuring and storing pharmaceuticals.
9. 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.
10. PROPOSER shall notify Jail Medical Liaison should an inmate not receive their medication for any reason other than refusal by the inmate.
11. PROPOSER shall ensure that all detainees receive their prescribed medications as prescribed.
12. Pharmacy services must include the availability of Methadone or other similar medication, for pregnant addicted individuals in custody.
13. Pharmacy services must include availability of 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.
14. Pharmacy Services must include treatment for Gender Identity Disorder.
15. There may not be any waiting period before making medically necessary medication available to Adults in Custody

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 Adults in Custody (NCCHC J-G-06 and J-G-08).
2. PROPOSER shall provide intermittent monitoring of the Adults in Custody 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 shall work in coordination with Columbia County Sheriff's Office and/or Columbia County Public Health program for Medication Assisted Treatment (MAT) for the treatment of opioid addiction or third-party service provider selected by County when the Jail decides to proceed with a MAT program.
 - a. Such MAT program would sustain ongoing treatment for the complete duration of the Individual in Custody'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 Adults in Custody.
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, Adults in Custody 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 Adult in Custody co-pay program. The Adult in Custody 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 Adult in Custody 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 the 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 the 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 and provide a copy to the Jail Commander.
3. A quarterly 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 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. A jail Lieutenant and/or Captain is responsible for operational problem resolution activities. The PROPOSER will participate with them and 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. Issues will be explained at the quarterly MAC meeting to keep MAC members informed.
 7. The Proposer will cooperate 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.
 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, 2027.
 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 Adults in Custody.
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 Adults in Custody 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 kept using CorEMR which is software currently operational within the Columbia County Jail Medical Unit.
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 Adults in Custody 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 (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 Adults in Custody.
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, including outside medical staff (e.g. xray tech). Progress notes shall be in sequential order and will be included in Adults in Custody' 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 and will be provided for the quarterly Medical 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 Adults in Custody with mental health conditions to be provided to the County Mental Health program. Report to include:
 - a. Number of Adults in Custody 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 Adults in Custody 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 Adults in Custody 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. Provide a detailed implementation plan which includes a timeline and completion dates, assuming a December 1st, 2025 start date. 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 the Jail Commander 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 Captain Macfarlane.

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 Captain James Macfarlane. Proposers who find any ambiguity, inconsistency or error in the RFP shall notify Captain Macfarlane 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 Capt. Macfarlane at 503.366.4638. A site tour is not mandatory. Any statements made at any site tour are not binding on the County unless confirmed by written addendum.

F. PROPOSAL SUBMITTAL. Three (3) 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 October 31, 2025 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
Attn: Capt Macfarlane
901 Port Avenue
St. Helens, Oregon 97051

Capt. James Macfarlane, 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. Capt. James Macfarlane 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.

PROPOSERS 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 may 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-responsive. 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

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. James Macfarlane has been designated as the sole point of contact for this RFP and is the person designated for receipt of proposals.

James Macfarlane, Captain
Columbia County Sheriff's Office
901 Port Avenue
St. Helens, Oregon 97051
James.macfarlane@columbiacountyor.gov
503.366.4638

All inquiries concerning the intent of this request or contract information are to be directed to Capt. James Macfarlane, 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. Three (3) 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 three (3) 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 December 1, 2025 (0001 hours). If Proposer will need time in the facility before the December 1, 2025 start date, Proposer shall include a description of its needs in its Implementation Plan.
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 \$2,000,000.00 per occurrence; 6 million aggregate.
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 \$2,000,000 per occurrence; 6,000,000.00 aggregate.

G. MEDICAL/MENTAL HEALTH SUBSTANTIVE PROPOSAL

1. 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.

2. 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 Adults in Custody. 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.

3. 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.

4. 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).

5. 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.

6. 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 Adults in Custody with state, federal, and county agencies. Describe your philosophy behind discharge planning.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 Adults in Custody.
- h. Describe the method that will be used to assure complete staffing including an organizational chart.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Health Education Programs

10 Points

Describe your health education programs. Explain how you track and document health education for Adults in Custody.

18. 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.

19. 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 six 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 six years. The 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 Adults in Custody.
- 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 Adults in Custody 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.
- l. Provide costs for a MAT program as an option.

20. 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.

21. 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

22. 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

23. 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	
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	625
Interview (If held)	50
Site Visit (If held)	50
TOTAL	725

Total Points 100%

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:

Business Associate Agreement to be signed by Contractor

This Request for Proposals

The Selected Proposer's Proposal

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 may be deemed non-responsive. Such proposals will not be considered for evaluation.

PERSONAL SERVICES CONTRACT

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" or "COUNTY", and _____, hereinafter referred to as "Contractor" or "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. Transition services shall commence on November XX, 2025, as may be necessary to begin services on site on December 1, 2025. Contract services shall commence on December 1, 2025, at 12:01 a.m.

2. Completion Date. The completion date for this Agreement shall be no later than three years from the contract service commencement date, November 30, 2028 (the "initial term"). The County may extend the Contract for up to three additional one-year terms based on mutually agreed upon terms and subsequent written amendment. 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/coordinate the services described in Contractor's Proposal, a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference, the Staffing Matrix that is attached hereto, labeled Exhibit "B" and incorporated herein by reference, the Request for Proposals, a copy of which is attached hereto as Exhibit "C", and the Business Associate Agreement a copy of which is attached hereto, labeled Exhibit "D" and incorporated herein by this reference. In case of conflict between Contractor's Proposal and this Agreement and Exhibits "B", "C" and "D", Exhibits C and D shall control followed by Exhibit A and Exhibit B, in that order. Notwithstanding the generality of the foregoing, Contractor agrees as follows:

3.1 Performance Standards. Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services in the Columbia County Jail, and is specifically required to adhere to all obligations imposed by ORS 169.076, Oregon State Sheriff's Association Jail Standards (OJS), the Prison Rape Elimination Act (PREA), the most current version of the standards promulgated by the National Commission on Correctional Health Care (NCCHC) that apply to a facility with less than 24 hours of medical

coverage, and published standards associated with the ADA and PREA. Contractor 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 provided herein. Contractor must comply and provide evidence such as certificates, documents, or licensure, of its compliance with the Oregon health practice requirements upon request. Contractor shall operate the program in a constitutionally humane manner with respect to adult in custody rights to basic services.

3.2. Remedies. The consequences of the Contractor's failure to perform the scope of work or to meet the performance standards established by this contract may include, but are not limited to:

a. Reducing or withholding payment. County has provided a staffing model with staffing requirements and the parties agree that staffing these positions at those levels is material to ensuring quality of health care in the Columbia County Jail. Contractor shall have a minimum of 16 hours covered onsite in the Jail every day by a LPN or RN, as well as on-site mental health, Psychiatric NP and Medical NP positions filled as set forth in Exhibit B.

Direct service health providers listed in Exhibit B must be filled and physically staffed 100% of the time subject to Exhibit A (see matrix).

It is recognized by the parties that exceptions may apply if mutually agreed upon and documented in writing. Failure to meet the minimum hours for these direct service providers may be considered a material breach of this Agreement, subject to the remedies set forth in this agreement and other remedies allowed by law.

In calculating staffing credits, the County will give consideration to the circumstances giving rise to any staffing shortage and may, at the County's sole discretion, elect to waive the staffing credits in whole or in part. For example, the County may waive or reduce staffing credits imposed should it be determined that Contractor was diligent and proactive in its efforts to fill open positions and that the staffing shortage was unavoidable (i.e the result of an unforeseeable emergency). Contractor shall not be penalized for staffing deficiencies directly related to delays in filling positions due to the County's background check/Statement of Personal History process.

Contractor will provide a monthly report detailing hours paid and worked on-site at the Columbia County Jail and remotely. Hours will be calculated monthly. The report will be included with the monthly invoice for services.

The parties agree that an excessive deficiency of worked hours may require escalation and curative action.

b. Performance. The County may require the Contractor to perform, at the Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards, if the additional work needed is due to Contractor's failure to meet the terms set forth in this Agreement.

c. Default. Either Party may declare a default, terminating the contract and seeking damages and other relief available under the terms of the contract or other applicable law.

d. Remedies Cumulative. All rights and remedies of the County and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of either party according to law.

3.3 Responsibility and Administration.

a. The responsibility of CONTRACTOR to deliver reasonably necessary health care services to an adult-in-custody ("AIC") commences with the physical acceptance of an adult-in-custody into the JAIL and once the adult-in-custody becomes part of the average daily adult-in-custody population (ADP), which shall be considered the official booking.

b. CONTRACTOR will be the sole provider or coordinator of health, dental, mental health, and pharmacy services for the JAIL and may refer to offsite care as set forth in Exhibit A.

c. CONTRACTOR shall identify a responsible licensed medical provider to supervise all health care provided at the JAIL

d. CONTRACTOR shall be responsible for ensuring that any contractual problems are promptly reported by its staff to the Jail Commander.

e. CONTRACTOR staff will have an ongoing duty to report criminal arrests or violations of staff to COUNTY if known.

f. CONTRACTOR will determine the type of equipment, supplies and forms necessary to implement and operate an adequate health care system for the AICs.

g. CONTRACTOR will also provide or coordinate the following, and payment responsibility will be in accordance with Exhibit A:

- i. Health and dental supplies;
- ii. Office supplies and forms utilized by this program;
- iii. On-site laboratory tests (excluding legal blood alcohol urine analysis tests);
- iv. On-site x-rays;
- v. Repair and maintenance of all equipment utilized by CONTRACTOR;
- vi. All office equipment to include, but not limited to, computers, typewriters, facsimile, copy and printers;
- vii. Any hospital or specialized beds;
- viii. 90-day supply of Personal Protective Equipment (PPE) including masks (including N-95, gowns, face shields, and gloves); which must be maintained onsite at all times.
- ix. Any other item required by CONTRACTOR and not supplied by COUNTY.

h. COUNTY will provide secure parking adjacent to the JAIL on a first-come first-serve basis. In addition, CONTRACTOR staff are able to park in the public parking at the Justice Facility.

3.3 Subcontractors. Contractor shall provide written notice to County to subcontract or assign any of the services provided by this Agreement. Notice shall include types of services a subcontractor will provide (e.g., lab services; imaging services) and will provide contact information for the subcontractor. Subcontractor on-site visits will be documented by patient and date seen.

All subcontractors will be required to accept the County's PREA requirements and sign a Business Associate Agreement. Copies of such agreements will be forwarded to the County. Approval by County of Contractor's request to subcontract, or acceptance of, or payment for, subcontracted work by County shall not in any way relieve Contractor of responsibility for the professional and technical accuracy and adequacy of work. Contractor shall be and remain liable for all damages to County caused by negligent performance or non-performance of work under this Agreement by Contractor's on-site subcontractors or its sub-subcontractor. Compensation to Contractor shall not be affected by County's approval of Contractor's request to subcontract. Compensation for all services will only be paid to Contractor. Approval by COUNTY of CONTRACTOR's request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of the work. CONTRACTOR shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this AGREEMENT by CONTRACTOR's onsite subcontractor or its subcontractor. Compensation due to CONTRACTOR for this AGREEMENT shall not be affected by COUNTY's approval of CONTRACTOR's request to subcontract.

3.4 Data. County will provide, furnish to, or make available for examination, or use by Contractor as it may request, any data which County has available to enable Contractor to provide services included in this Agreement without charge, including but not limited to copies of reports, records and other pertinent documents from prior Medical/Mental Health providers. Contractor shall return any original data provided by the County. County will assist Contractor in obtaining data on documents from public officers or agencies, and for private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.

3.5 Supplemental Mental Health Services. The County may contract directly with another organization to supplement mental health services. Contractor agrees to reasonably cooperate and coordinate with any such third party to ensure compliance with this Agreement and to include all medical records in the AIC health records.

3.6 Immigration Reform and Control Act of 1986. Contractor agrees that it will not employ unauthorized aliens in the performance of this Agreement in accordance with the Immigration Reform and Control Act of 1986.

3.7 Consultation. Contractor 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 staff and other systems and other matters relating to this Agreement upon which County seeks advice and counsel of the Contractor. Consultation by on-site staff will county towards hours worked.

3.8 Care to visitors and staff. While onsite Contractor shall administer emergency health care to any employee or visitor of the Jail who requires such care in advance of EMT arrival. Contractor shall provide staff trained in First Aid/CPR.

3.9 Measurable Service Objectives. Contractor will provide a list of measurable service objectives and how they are going to track/measure success within 90 days of the start of this Agreement.

3.10 Insurance. Contractor shall be responsible for reviewing all health care provider medical claims resulting from health care of adults in custody. Contractor will determine responsibility for

the cost, i.e., Contractor, adult in custody, adult in custody insurance provider, County, Medicaid, etc. Contractor will pay all claims that do not contain a defect requiring investigation and/or resolution, within thirty (30) days from receipt of care provided outside of Jail facilities. Contractor is responsible for review and verification that all health claims/invoices are appropriate and accurate prior to payment. This includes adjudication/verification of services provided. A discounted provider network for offsite care should be used when possible.

3.11 Transportation. Arranging transportation of an adult in custody from jail to a hospital by ambulance for health care shall be the Contractor's responsibility when Contractor's staff is on-site. Transportation of an adult in custody for an elective health procedure shall be paid by the adult in custody in full prior to scheduling the procedure. This payment will include all costs associated with the elective health procedure and include the cost of transportation and security by the Jail staff. All elective procedures must be approved by Jail staff due to security and transportation scheduling reasons. Elective procedures other than abortions may be denied based on behavior or other security concerns. Contractor will not be responsible for providing or arranging payment for any abortion. Contractor may be responsible for arrangements and scheduling of an abortion.

3.12 Segregation and Restraints. Upon notification that an adult in custody has been placed into segregation and during hours medical staff is onsite, a qualified health care professional will review the adult in custody's health record for the existing health, dental, or mental health care needs. Those needs will dictate the amount of monitoring while segregated and that monitoring must be documented in the AIC's health record. The use of restraints as part of the therapeutic restraint or therapeutic seclusion should not exceed 12 hours and shall follow state health code requirements. Contractor shall have a policy in place to follow up on restrained AICs that meet all health and mental health requirements. During the hours medical staff is onsite, clinically restrained adult-in-custody must be checked by health-trained personnel or qualified health care professionals at least every 15 minutes. Each health check must be documented in the adult-in-custody health file. If, due to staffing levels on site at any given time, Contractor does not have capacity to monitor all AICs as required by this Section, Contractor shall notify the County and coordinate with the County to transition the responsibility so that all AICs requiring monitoring are receiving such monitoring. This may result in removal of AICs from segregation and/or therapeutic restraint or therapeutic seclusion.

3.13 Quality Assurance. Contractor shall have a robust quality assurance program, which may include, but not be limited to audit and health chart review procedures. Contractor will provide for review of services by a healthcare professional not employed at the Columbia County Jail. Quality Improvement meetings between Contractor and County shall be held quarterly, and include, at a minimum, the Columbia County Jail Commander and Contractor's Columbia County liaison as well as other staff members necessary for a particular review. The purpose of the meeting will be:

- a. Review significant issues; discuss changes to policies and procedures.
- b. Document problems, brainstorm solutions, determine best solutions; determine impact to Contractor or Jail staff, gain approval of Jail Commander and develop change management strategies.
- c. Problem identification and report on progress during each quarterly meeting.
- d. Contractor shall document meeting discussions through meeting notes which shall include documentation of any AIC discussed. Meeting notes will be included in AIC health records. De-identified meeting notes will be provided to the Jail Commander.

- e. Contractor will provide County with copies of their reports.
- f. Contractor will coordinate quarterly quality assurance meetings.
- g. Contractor shall coordinate a quarterly Health Advisory Committee (MAC) meeting. A MAC meeting is required to discuss the current issues, discuss monthly audit reports, identify problems or report on potential high-cost adult-in-custody health procedures and will be attended by the Jail Commander, health and mental health clinicians, and appropriate Contractor staff. Contractor will staff and provide administrative support to the committee (provide an agenda and take meeting notes for distribution to the Committee members).
- h. Contractor will cooperate with county staff for monthly health file audits providing access to adult-in-custody health records.
- i. Contractor will notify County staff about potential high-cost claims as they are happening or scheduled.

3.14 Reserved.

3.15 Health Records.

a. Electronic Health Record System. Contractor will provide a comprehensive electronic health record system (EHR) to take effect on the first day of the Agreement or as soon as practicable thereafter. The EHR will have a health record tracking process. The County will pay the subcontractor directly for the EHR. The County may contract directly with a vendor for long-term EHR services. Contractor will provide for the loading and verifying (required information) into Contractor's EMR while onsite. This includes scanning historical health records for current AICs subsequent to the transition. Contractor will provide all training on the use of the Contractor's EHR. Contractor will provide all required EHR equipment and electronic access to their support offices. Contractor's EMR provider will provide all information technology support for the EHR.

b. All health records must meet minimum NCCHC standards for health records. Records should be legible with signature and titles of all persons having contact with the patient. All health contact with an AIC must be recorded in the AIC specific health record and include at a minimum, date, contact issue, Contractor provider/staff signature and title. Contractor will ensure that as medically appropriate the health record contains documentation showing the adult-in-custody's received individual health education and self-care for their health conditions. All requests for health, dental or mental health care (i.e. paper requests, phone requests verbal requests) must be included in the health file.

c. County access to records. Access to EHR will be provided to County staff upon request throughout the life of the Agreement. At least two County staff will have permanent, unrestricted 24/7/365 read-only access to all adult-in-custody health records, including but not limited to EHR, health grievances and any other records or documents, during the life of this contract.

d. In the event of a lawsuit or potential lawsuit, an AIC health record will be protected and is not allowed to be deleted or altered for any reason without authorization by County legal counsel.

e. Contractor shall maintain complete and accurate health, dental, and mental health records separate from the confinement records of the adult-in-custody. In any criminal or civil

litigation where the physical or mental condition of an adult-in-custody is at issue, Contractor shall provide the County with access to such records and, upon request provide copies.

f. Errors in health records, i.e., DOB, shall be corrected by Contractor as soon as possible after becoming aware of the error.

g. Contractor will have a procedure in place to transfer health information between agencies due to transfer of adult-in-custody to other facilities.

h. All patient records are the property of the County. Contractor shall maintain the patient records. All other health information (reports, operations data, meeting minutes, etc) are the mutual property of Contractor and County and will be made available to the County on demand during and after the contract term in a format specified by the County.

i. Quality improvement records, Policy and Procedures and other records related to this Agreement will be made available to County staff as requested throughout the life of this Agreement. Contractor shall clearly mark any such records that it considers to be confidential as CONFIDENTIAL. The County will maintain the confidentiality of any such clearly marked records, unless otherwise required by law or lawful order to produce a confidential record.

j. Contractor shall establish access to EHR systems of area hospitals and facilities when access agreements are available.

3.16 Grievances/Kytes. Contractor will establish and maintain policies and procedures for its grievance process and Contractor will educate AICs on its health grievance process. Contractor will respond in a timely manner to grievances and appeals in accordance with Jail Policy and Procedure and NCCHC Standards. Contractor shall provide remedies for any health grievance that is sustained by the County at the last stage of the grievance process. Grievances shall be retained in AIC medical records. Contractor will work with Jail Commander on medical related grievance resolution upon request.

3.17 Utilization. All external health visits or hospitalizations shall be reviewed by CONTRACTOR to ensure that the external visits are clinically necessary, and any outpatient treatment or hospitalization duration is no longer than clinically indicated. CONTRACTOR staff will coordinate with hospital care providers for all hospitalizations and treatment plans to ensure the most appropriate level and length of care. CONTRACTOR shall utilize on-site facility ancillary services to their fullest extent. For non-emergent service requests, Contractor shall apply community standard, nationally recognized criteria (e.g., Milliman Care Guidelines) to determine if the request should be approved or denied, based on the clinical information available at the time of the decision. This prior authorization information shall be used by the Contractor during the claims payment process, to ensure that the Contractor only pays for the services that were authorized (if non-emergent).

3.18 Personnel.

a. CONTRACTOR shall appoint a full time Health Services Administrator (HSA) who will manage the performance of services on-site. The HSA will not generally work remotely. This does not preclude attendance of offsite meetings or incidental remote work. Any remote work extending beyond one business week will require approval of the Jail Commander.

b. All of the on-site services specified by this CONTRACT shall be supervised by the HSA. Other services by CONTRACTOR's associates and employees may be located on-site or in a central office under the supervision of the CONTRACTOR's executive staff.

c. CONTRACTOR shall maintain an open and cooperative relationship with the Sheriff's Office staff, and other County representatives. COUNTY may request replacement of the HSA, or other leadership staff with 30 days' notice if (in the COUNTY perspective) the staff member is not functioning at the level expected of the position or the relationship with the COUNTY has deteriorated to an unsustainable level. CONTRACTOR will replace either of these positions within a reasonable timeframe, not to exceed 60 days without approval of the Jail Commander. CONTRACTOR shall not be penalized for not replacing said positions in the timeframe referenced above due to a direct delay caused by the background screening process conducted by County. Contractor shall require staff to cooperate with County representatives related to County initiated personnel/professional standard investigations related to County staff.

d. All CONTRACTOR health services staff providing services under this contract must be licensed or certified to practice in the State of Oregon, to the extent required by law, and comply with all current and future applicable Oregon professional practice act regulations.

e. Staff must be able to pass a criminal background check. CONTRACTOR will track and monitor licensure compliance of all staff. All CONTRACTOR staff are required to pass a comprehensive background investigation and consent to be fingerprinted prior to working without escort in the JAIL. Limited access to the JAIL on an escort basis may be granted to CONTRACTOR employees for short time periods. This background screening process shall be completed by the COUNTY at COUNTY expense. Any CONTRACTOR employee who does not satisfy the security clearance, at the sole discretion of COUNTY, shall not be allowed access to the JAIL. Contractor's staff must comply at all times with County Jail regulation, including, but not limited to contraband.

f. CONTRACTOR will perform their standard credentialing process and/or review of licensing, training, work history, and background checks for all licensed employees. Credentialing documents will be provided to COUNTY upon request.

g. Upon termination of any CONTRACTOR staff, CONTRACTOR HSA is required to collect all identification badges, access keys, or other County property assigned to the terminated employee and submit collected items to the Sheriff's Office liaison or designee immediately. If any such items cannot be or are not returned by the departing employee, the Sheriff's Office Liaison will be notified as such.

h. CONTRACTOR 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, CONTRACTOR must provide alternate personnel within a reasonable amount of time.

i. COUNTY will provide security for the CONTRACTOR staff consistent with the security provided to other COUNTY staff.

j. CONTRACTOR 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, smoke free campus, Prison Rape Elimination Act, Americans with Disabilities Act, Electronic Systems and Equipment Use Policy, or any other current or future policy that impacts COUNTY employees.

k. CONTRACTOR staff may attend COUNTY policy training sessions at no cost to CONTRACTOR.

l. Hours for CONTRACTOR staff while attending COUNTY training will be counted as worked hours as part of AGREEMENT.

m. COUNTY reserves the right to immediately exclude any CONTRACTOR staff member from the JAIL/SHERIFF'S OFFICE to preserve institutional safety and security. COUNTY will immediately notify CONTRACTOR if this occurs.

n. CONTRACTOR will recruit, interview, hire, train and supervise all health care staff. Health care staff must be adequately trained to do the work required by this Agreement according to all conditions and specifications of the AGREEMENT while onsite or remote work is being conducted.

o. CONTRACTOR will maintain employee files for all their staff members. The file should include documentation of all certifications, licenses, continuing education and site-specific training.

p. CONTRACTOR must provide the staffing set forth in Exhibit B, which includes:

i. 6:00 a.m. to 10:00 p.m. M-F; 8:00 a.m. to 10:00 p.m. Sat-Sun; 7 days per week coverage.

ii. Nurse sick call performed six days per week.

iii. 24-hour emergency / on-call Psych NP and physical health NP or higher (e.g., physician)

iv. Meeting a six-hour window of time to screen every new Jail arrival for health, dental, or mental health problems, or as soon as possible upon starting the next shift.

v. Full intake screening upon intake or as soon as possible upon starting the next shift for all lodged adult-in-custodys who can be assessed safely. Those adult-in-custodys who are suffering psychosis, or detoxification or who may be violent will be screened upon intake or as soon as possible upon starting the next shift and assessed as soon as reasonably possible.

vi. Adult-in-custodys identified with clinically significant findings as a result of the intake screening receive an initial health assessment as soon as possible, but not later than 2 working days after admission.

vii. Mental health screening by a licensed nurse completed at time of receiving screening and appropriate mental health referrals made as medically indicated.

viii. Adult-in-custodys with positive screens for mental health issues or Substance Use shall be referred for services in accordance with (NCCHC J-E-05).

ix. Care of Transgender adult-in-custodys.

x. Community Standard for preventative care for those incarcerated over 12 months.

q. Telehealth and Telepsychiatry may be utilized and account for psychiatric hours as set forth in the staffing plan in Attachment B. Documentation of all Telemedicine and Telepsychiatry services, including hours worked, must be submitted in the monthly reports.

r. Staffing must meet the hours set forth in Exhibit B on a monthly basis, subsequent to the initial 60-day start-up period.

s. To fulfill its staffing obligations, CONTRACTOR may utilize PRN (Pro Re Nat a), staffing services and/or a current staff member to fulfill the needs of a vacant position or a position that is temporarily vacant and will report these hours within its required staffing report.

t. In the event a current staff member is utilized to fill the scheduled hours of another staff member, CONTRACTOR must utilize a like-kind or higher-level staff member to fulfill the vacant staff position.

u. CONTRACTOR must provide required personnel for all shifts and fully meet all applicable expectations of NCCHC requirements and performance standards.

v. CONTRACTOR shall make provisions in their staffing plan to cover periods of vacation, educational or sick time by including information about how shifts will be covered while an employee is on leave.

w. In order to recruit and retain qualified staff, Contractor agrees to pay staff at competitive rates based on area rates at the start of the agreement. If asked, Contractor will inform the Sheriff's Office of the rate range being utilized.

3.19 Laboratory and other testing services

a. CONTRACTOR will provide specimen collection for all laboratory and other testing services with either in-house staff or off-site to complete the testing at the least cost to COUNTY as reasonably possible.

b. CONTRACTOR clinician shall review all routine laboratory results within 24-48 hours after receipt of test results to assess the follow-up care indicated and to screen for discrepancies between clinical observations and laboratory results. The clinician on-call will be notified immediately of all STAT reports, as well as all critically abnormal results.

c. A list of critically abnormal lab values will be available for CONTRACTOR staff reference at all times.

d. CONTRACTOR will arrange for blood borne pathogen testing of an adult-in-custody when it is determined that COUNTY or CONTRACTOR staff have been exposed by an adult-in-custody. OAR 333-022-0300 describes the process for requesting that a source person be tested. CONTRACTOR will not perform this testing absent signed consent.

e. CONTRACTOR will provide on-site diagnostic testing such as x-rays and ultrasounds, when possible. All diagnostic testing shall be performed by qualified technicians and read by Board Certified Clinicians. Abnormal results shall be called or faxed to the CONTRACTOR healthcare staff and relayed to the in-house clinician or on-call clinician immediately for disposition.

f. CONTRACTOR shall ensure that all results are reported to the JAIL healthcare staff and placed in the health record within 24 hours.

3.20 Health Screenings, Assessments, Sick Call and Emergencies

a. CONTRACTOR will perform Health Screenings and Assessments that comply with current NCCHC standards.

b. During contracted hours, CONTRACTOR will provide qualified staff, to complete a pre-intake health clearance triage on all individuals brought to the JAIL in accordance with established rejection criteria mutually approved by the CONTRACTOR and COUNTY.

c. Initial Health Screening for all new commitments to the JAIL must be completed within six (6) hours of arrival, or as soon as possible after starting a shift and before the AIC enters the general population of the facility. The assessment shall be completed by qualified staff and shall comply with all NCCHC requirements for intake screening.

d. CONTRACTOR will provide a LPN or registered nurse 7 days per week to perform Initial Health Screenings at intake for those adult-in-custodys booked into the Jail while Contractor's staff is onsite.

e. Tuberculin skin tests will be administered to appropriate adult-in-custodys within 72-hours of intake and scheduled for follow-up appointments.

f. Mental Health screens will be provided at intake or as soon as possible upon the start of a shift, 7 days per week. All positive mental health screens will be referred to a qualified mental health provider.

g. All adult-in-custody transfers received from other facilities shall have an initial Health Screen by health personnel before placement in JAIL housing as if they were a new adult-in-custody.

h. CONTRACTOR will perform Nursing sick call sessions 6 days per week. If the treatment required is outside the nurse's scope of practice or the established nursing protocols, the adult-in-custody will be referred to a mid-level practitioner or the on-site nurse practitioner for evaluation and treatment during the next clinic.

i. CONTRACTOR may provide decentralized sick call activities within the JAIL housing pods.

j. CONTRACTOR shall provide a qualified health clinician on call 7 days per week, 24 hours per day for emergency situations.

k. CONTRACTOR will provide Health Director, and Psychiatric Nurse Practitioner on call 24 hours per day, 7 days per week. Dental emergencies will be referred to a third-party Dentist during regular business hours. Dental emergencies that occur when the third-party Dentist is not available will be referred to an Emergency Room.

l. CONTRACTOR will provide health staff 365 days per year pursuant to the current staffing plan approved by this AGREEMENT or future amendments to AGREEMENT.

m. CONTRACTOR will participate and track the adult-in-custody co-pay program. The adult-in-custody fees collected will be for the use of the jail and not the CONTRACTOR. The CONTRACTOR will not collect or handle any adult-in-custody funds.

n. The CONTRACTOR shall perform a comprehensive Health Assessment on all adult-in-custodys within 14 calendar days of arrival of the adult-in-custody at the JAIL. Such assessment shall be performed by a qualified health professional and meet all requirements stipulated by the NCCHC standard for 14-Day Health Assessment.

3.21 Mental Health Issues

a. CONTRACTOR will provide mental health counseling and psychiatric services to JAIL adult-in-custody populations while providers are onsite in compliance with NCCHC standards.

b. CONTRACTOR will provide 24 hour on-call psychiatric consultation for adult-in-custodys experiencing crisis, psychosis, active, or potentially active, suicidal ideation, depression, emotional/cognitive disorder, or other mental health issues.

c. Adult-in-custodys who display unusual or bizarre behavior at the initial health screening will be evaluated by mental health professional within 24 hours or as soon as reasonably practicable based on the staffing set forth in Exhibit B. If other mental health issues are identified in the initial health screenings, evaluation by a mental health professional will be completed within 14 days, or per current NCCHC standards.

d. Adult-in-custodys with mental health issues identified by JAIL or CONTRACTOR staff by the exhibition of unusual or bizarre behavior will be evaluated by a mental health professional within 24 hours of the onset of the behavior or as soon as reasonably practicable. If an onsite provider is not available Contractor will contact the on call psychiatric prescriber or Columbia Community Mental Health.

e. CONTRACTOR will provide a mental health assessment and evaluation by adult-in-custody request within two (2) weeks of the request.

f. CONTRACTOR will provide crisis intervention and management of acute psychiatric episodes while qualified staffing is onsite; otherwise, AIC's will be referred for care to the on-call psychiatric nurse practitioner for direction.

g. During Contractor operating hours, CONTRACTOR will provide for stabilization of adult-in-custodys presenting with elevated symptoms related to a mental illness. When Contractor's on-site staff is not available, AICs will be referred for care to the on-call psychiatric nurse practitioner for direction.

h. CONTRACTOR will take steps to prevent psychiatric deterioration in the JAIL setting.

i. CONTRACTOR will identify, treat, and refer adult-in-custodys deemed a danger to self or others and require inpatient services.

j. CONTRACTOR will provide medication evaluation and monitoring of mentally ill adult-in-custodys.

k. Monitoring of a segregated adult-in-custody is based on the degree of isolation. CONTRACTOR will adhere to current NCCHC Jail Health Standards as set forth in this Agreement.

l. CONTRACTOR staff will actively coordinate with community provider agencies.

m. CONTRACTOR will provide suicide assessment, intervention and monitoring (while on site) of adult-in-custodys on suicide watch in compliance with NCCHC standards. CONTRACTOR staff will develop procedures that are acceptable to COUNTY for the process to put an adult-in-custody on, or take an adult-in-custody off, suicide watch. This process provides a collaborative assessment by COUNTY and CONTRACTOR staff for decision-making regarding suicide watch status.

n. CONTRACTOR must have a process and procedure in place in coordination with COUNTY staff for involuntary medication of adult-in-custodys who are in a mental health crisis and either dangerous to self or others, or gravely disabled which complies with the requirements of Washington v. Harper, 494 US210 (1990) and subsequent cases. This includes mental health emergency medication, as well as, during Contractor's on-site hours, on-going forced medication if determined to be appropriate by treating prescriber and approved by reviewing psychiatric prescriber.

o. CONTRACTOR will provide mental health training to CONTRACTOR and COUNTY staff regarding mental health referral, suicide preventions and evaluation, and mental health intervention.

p. CONTRACTOR will have a Psychiatric Nurse Practitioner on call 24 hours per day, 7 days per week for after-hours emergencies.

q. CONTRACTOR will provide adult-in-custodys with chronic mental health issues appointments with psychiatric providers and/or mental health professionals at a minimum of every 90 days.

3.22 Referrals to Outside Providers

a. CONTRACTOR will have the ability to identify the need, schedule, coordinate and coordinate payment for all non-emergency and emergency health care rendered to adult-in-custodys.

b. CONTRACTOR shall identify the need for any inpatient hospitalization of any adult-in-custody of the JAIL. CONTRACTOR 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 while Contractor's staff is on-site, for making emergency arrangements for ambulance service to the inpatient facility and payment of ambulance claims for the services provided.

c. CONTRACTOR shall identify the need, schedule, coordinate and coordinate payment for all support diagnostic examinations.

d. CONTRACTOR shall provide and coordinate payment for all laboratory services as clinically indicated.

e. CONTRACTOR shall provide necessary follow-up for health problems, identified by any of the screening or laboratory tests. This will include inpatient or outpatient hospitalization,

appropriate monitoring and prescription of medication, consultations with specialty health providers or other referred actions.

f. All referrals for outside services will undergo review procedures to verify clinical necessity of service.

g. All emergency transfers for immediate health care will undergo retrospective review for appropriateness of care and provide learning opportunities for future emergency transfer.

h. CONTRACTOR will provide case management and utilization management for hospitalized adults-in-custody for stays over two days.

i. CONTRACTOR shall make best efforts to negotiate single-case agreements for discounts on services, equipment, and supplies.

3.23 Dental Care.

a. Contractor will arrange for licensed dentist/licensed dental personnel to provide oral care to adults in custody.

b. Basic dental services are those necessary to relieve pain, infection and preserve salvageable teeth.

c. Oral screening by a qualified health care professional who has received documented training approved or provided by a dentist, shall be done within fourteen (14) days of booking.

d. Proof of annual training of qualified health care professionals is to be included in the CONTRACTOR employee file and made available to COUNTY upon request.

e. Prevention of dental disease and oral hygiene education to be provided to adult-in-custody within one (1) month of booking.

f. Referral to a dental specialist, if needed.

g. Obtaining all reasonable dental prosthetics and lab services when clinically indicated.

h. Obtaining of all reasonable maxillofacial surgery services, when clinically indicated.

i. Contractor shall make reasonable effort to secure Emergency dental services available on a 24 hour per day basis, other than at the hospital.

j. Non-emergency dental services will be provided as soon as reasonably practicable, after the initial sick call.

3.24. Intoxication and Withdrawal.

a. CONTRACTOR shall have a protocol to provide intoxication and withdrawal treatment, support, and health services for drug and/or alcohol addicted adult-in-custody in compliance with NCCHC standards.

b. CONTRACTOR shall provide monitoring while onsite (based on individual need) of the adult-in-custody showing signs of intoxication or withdrawal to determine the health status of those individuals. If Contractor is unable to meet this requirement due to other staffing duties, they will inform the Jail Commander or designee and develop a plan to assure proper monitoring occurs.

c. In severe cases of intoxication and withdrawal, CONTRACTOR will, during Contractor hours of operations and subject to other medically required staffing duties, provide adequate monitoring to ensure the health of the adult-in-custody. Such monitoring may require additional staff and/or overtime, which Contractor shall arrange and bill back to COUNTY. Compliance with current NCCHC Standards and their site-specific detox Protocol is required. If an adult-in-custody is experiencing severe or life-threatening intoxication and withdrawal, the adult-in-custody should immediately be considered for transfer to a licensed acute care facility.

d. CONTRACTOR will work with the local Methadone treatment center, or other appropriate treatment program, to provide accessibility to pregnant addicted adult-in-custody when medically appropriate.

e. Upon notice that funding has been made available and agreement on required additional healthcare staffing and insurance, CONTRACTOR will provide Medication Assisted Treatment (MAT) for the treatment of addiction. MAT program should sustain ongoing treatment for the complete duration of the adult-in-custody's incarceration, and shall include induction of MAT, when clinically appropriate. A revision to the scope of services will be negotiated and implemented by amendment to this Agreement when MAT funding has been identified. CONTRACTOR shall work with County, as needed, to design and implement MAT protocol and policy at County's request.

3.25 Chronic Care.

a. CONTRACTOR will provide a chronic disease program to decrease the frequency and severity of symptoms, prevent disease progression and complications, and to improve function of the affected adult-in-custody.

b. Chronic Care 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 health evaluation and adjustment of treatment modalities, as clinically indicated. Adjustment of treatment modalities, as clinically indicated, will be documented in the treatment plan.

c. CONTRACTOR will provide for the first chronic care visit approximately one month (30 days) from the intake screening where the chronic need is identified as stable.

d. CONTRACTOR will enroll patients in need of chronic care in the proper chronic care clinic, make sure they receive the appropriate labs, and are seen by a provider every ninety (90) days.

e. CONTRACTOR will monitor and make recommendations for adult-in-custody with regard to therapeutic diets.

f. Protein drinks, or other nutritional supplements ordered by the CONTRACTOR, are the fiscal responsibility of the COUNTY, and will be charged against the annual cap.

g. CONTRACTOR shall provide identification, testing, counseling, education, care, treatment and follow-up for HIV/AIDS and AIDS-related conditions. CONTRACTOR will work with the local health department to provide these services. CONTRACTOR will refer the patient to County Public Health to initiate linkage services for HIV care in the community.

h. CONTRACTOR shall provide identification, testing, counseling, education, care, treatment and follow-up for MRSA and related conditions.

i. CONTRACTOR shall provide a health protocol and approval process for treatment of HEP-C, which will include an independent health review at COUNTY expense. No changes may be made to the protocol or approval process without COUNTY approval.

j. Any adult-in-custody on HEP-C medication identified at intake screening shall be allowed to continue the HEP-C medication. HEP-C medication which must be provided to the adult-in-custody, will be ordered in no more than a 10-day supply increment to avoid excessive cost and left-over medication, however, medication must be maintained on premises for the duration of the patient's incarceration. For pretrial detainees, if the adult-in-custody is on HEP-C medication which is covered by insurance, Contractor will coordinate with County to have the insurance company pay for the medication while in JAIL when possible.

k. A chronic care roster must be maintained, listing all adult-in-custodys receiving chronic care medications or treatments. The roster should be sorted by type of chronic care needs.

l. Individual treatment plans will be developed by the responsible prescriber for adult-in-custodys with special health conditions requiring close health supervision, including chronic care.

3.26 Discharge Planning.

a. With sufficient notice, CONTRACTOR will make reasonable efforts to provide a discharge planning process for all adult-in-custodys with a scheduled release date who are under health or mental health care while incarcerated in the jail when care must continue after discharge.

b. CONTRACTOR will make reasonable efforts at discharge planning when adult-in-custodys are released with short notice.

c. With sufficient notice, these individuals shall be provided a referral to a community clinician for on-going care when and where appropriate.

d. Assuming sufficient advance notice, prescription for medication will be provided to adult-in-custodys at discharge based on the individual need and should be coordinated with the community clinician so that an adult-in-custody may obtain needed medication in a timely manner (Wakefield v. Thompson, 177 F.3d 1160 (9th Cir. 5/27/1997)). A minimum of a 3-day supply will be provided of non-controlled prescription medications. Actual medications may be provided at this time based on clinically indicated needs.

e. With sufficient notice, CONTRACTOR will provide a pre-release transition plan (coordinated with JAIL staff to provide continuity of care) post-release to meet the NCCHC standards and may include any or all of the following:

- i. Formal linkages between the facility and community-based organization;
- ii. Lists of community health professionals;

- iii. Discussions with the adult-in-custody that emphasize the importance of appropriate follow-up care and aftercare;
- iv. Specific appointments and medications that are arranged for the adult-in-custody at the time of release;
- v. Health information, such as problem lists, current medications, allergies, procedures, and test results will be exchanged with the community clinician prior to any scheduled appointment. If a specific appointment is arranged by CONTRACTOR staff, a signed Release of Information is required before any health information can be communicated to the community clinician.

3.27 Pharmacy Services.

- a. CONTRACTOR will provide full pharmacy services to JAIL. This includes provision of all pharmacy procurement services and medication administration to the adult-in-custodys. This also includes a qualified health clinician prescribing the medication, filling of the prescription, dispensing and administration of the medication, and all necessary record keeping.
- b. CONTRACTOR will use a formulary that allows generic medications to be substituted for brand name medication whenever possible.
- c. CONTRACTOR will maintain the formulary.
- d. CONTRACTOR will track all medication costs provided to COUNTY adult-in-custodys.
- e. CONTRACTOR will use least cost protocols for medication and provide an annual price schedule and amounts prescribed of the fifty (50) most prescribed medications to COUNTY.
- f. Pharmacy shall include prescription medications and over-the-counter medications.
- g. Adult-in-custodys will be given limited access to over-the-counter medications issued by a CONTRACTOR clinician.
- h. CONTRACTOR staff will educate adult-in-custodys on the availability of over-the-counter medications available through the JAIL commissary.
- i. All prescription medications shall be prescribed by a qualified provider.
- j. All prescription medications shall be administered by an appropriate licensed or certified CONTRACTOR staff member.
- k. All controlled substances (i.e., medications, syringes, needles and surgical instruments) will be stored and accounted for by CONTRACTOR staff in secure locations acceptable to COUNTY.
- l. CONTRACTOR shall comply with all applicable state and federal regulations regarding prescribing, dispensing, administering, procuring and storing pharmaceuticals.

m. CONTRACTOR shall maintain starter doses of HIV medications onsite, which if not readily available, could compromise the adult-in-custody's health status. Contractor agrees they will, be able to obtain medications for HEP-C and Hemophilia within 24-hours subject to availability at the primary pharmacy and back-up pharmacies.

n. CONTRACTOR will have agreements in place with local pharmacies for emergency purchases of medications to avoid out-of-stock situations.

o. CONTRACTOR will notify the Jail Commander within two hours, should an adult-in-custody not receive their medication for any reason other than refusal by the adult-in-custody.

p. CONTRACTOR will have a procedure for follow up and education if the adult-in-custody refuses medication for multiple doses.

q. CONTRACTOR will ensure that all adult-in-custodys receive their medications as prescribed.

r. Controlled Substance Documentation must be maintained by CONTRACTOR. CONTRACTOR is solely responsible for any violations of its Controlled Substance protocols.

s. Medications ordered, received and not dispensed must be kept in a secure environment with access limited to authorized CONTRACTOR personnel.

t. For prescription medication identified by an adult-in-custody during the receiving screening, CONTRACTOR will make a reasonable attempt to verify prescriptions with the dispensing pharmacy seven (7) days per week.

u. It is the duty of the clinical provider to continue or discontinue the medication based on his/her clinical judgment and clinical findings.

v. Medications administered or refused at administration will be tracked in the CONTRACTOR's Electronic Health Record Software.

w. Medications ordered, received, dispensed and charged to the COUNTY will be tracked and reported on a monthly basis.

x. Medications may not be changed or discontinued without consulting with the current prescribing provider, if they are available.

y. Pharmacy Services must include continuation treatment of diagnosed Gender Identity Disorder, when clinically appropriate unless the adult-in-custody has been incarcerated 12 months or more, in which case initiation of GID treatment can begin.

3.28 Health Education

a. CONTRACTOR will provide adult-in-custody health education. CONTRACTOR will document all health education provided to an adult-in-custody in their health file.

b. CONTRACTOR shall develop and implement a health education program, which includes formal information sessions, pamphlets, videos, etc.

c. CONTRACTOR will educate adult-in-custodys on how to request or access health care and how to enter a grievance.

3.29 Reporting, Invoicing and Payment of Claims and Pharmaceuticals.

a. CONTRACTOR shall have reporting processes and capabilities to support Ad Hoc reporting, as well as a standard suite of reports to be developed cooperatively between CONTRACTOR and COUNTY and may include the following reports as described below.

- i. Monthly:
 - Aggregate costs for the prior month;
 - Statistical reports for the prior month;
 - Utilization reports for the prior month;
 - Prescription Utilization for the prior month must be submitted by the tenth day of the following month;
 - Pharmacy costs shall display a break-down of medications by type;
 - Monthly Average Daily Population (ADP) report;
 - Number of adult-in-custodys enrolled in, reinstated, and verified for Oregon Health Plan coverage;
 - Total number of days that adult-in-custodys are hospitalized.
- ii. Quarterly:
 - Number of adult-in-custodys with "severe and persistent mental illness," which is defined as psychotic disorders and major affective disorders, including severe recurrent depression and bipolar disorders;
 - Number of adult-in-custodys placed on suicide watch;
 - Number of adult-in-custody suicides;
 - Number of times the CONTRACTOR recommended use of forced or involuntary medications and how many times forced or involuntary medications occurred, whether the forced or involuntary medications were emergency one-time dose or ongoing treatment, and the number and results of any appeals.

b. Staffing reports shall be provided to COUNTY by CONTRACTOR on a monthly basis via invoice and the invoice shall include the information set forth in Exhibit B.

3.30 Americans with Disabilities Act (ADA). CONTRACTOR must comply with the Americans with Disabilities Act (ADA) and be able to respond to patient's needs regarding ADA. CONTRACTOR must provide ADA training at least once per year to all CONTRACTOR staff.

3.31 Reproductive Care. CONTRACTOR shall provide reproductive care for patients and work with outside agencies who provide reproductive care.

3.32 Infection Control. CONTRACTOR shall provide an Infection Control Program that reduces the risk on-facility transmission of infectious/communicable conditions for staff, adult-in-custodys and COUNTY staff. The program must also include access to testing, education and ongoing treatment. CONTRACTOR shall work collaboratively with State and Local Agencies, as well as community providers.

3.33 MISC.

a. In the event of termination of this AGREEMENT, COUNTY and CONTRACTOR agree to discuss the option of entering into a software services agreement at an agreed upon price,

and upon mutually agreeable terms, with COUNTY for COUNTY'S continued access to the CONTRACTOR'S electronic health records system (EMR). The parties shall agree to any continued use of said EMR following the termination of this AGREEMENT in a separate written software services agreement to be entered into by the parties upon mutual agreement.

b. Upon termination of this AGREEMENT, County will assume control of all medical records and begin paying CorEMR directly. County shall provide Contractor access to medical records to defend claims through the end of all applicable statute of limitations periods.

c. CONTRACTOR will cooperate, to the fullest extent, in any future transition of JAIL Health Care Vendors. Cooperation between CONTRACTOR and COUNTY is mandated for the purpose of quality patient care, care of personnel, seamless operations, and transition of records and technology modalities.

d. CONTRACTOR 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).

3.34 Contractor's Proposal. Notwithstanding the terms and conditions set forth in Exhibit A, the parties agree as follows: RESERVED

n. Consideration.

For the initial term of the Agreement, County shall pay Contractor on a fee for service basis in an amount not to exceed \$XXXXXX. Contractor shall bill the County 1/12 of the annual fee as set forth monthly. The consideration set forth in this paragraph shall be the complete compensation to Contractor for the services performed under this agreement. This fee shall include all expenses, except as expressly set forth in this Agreement. Unless otherwise agreed to in writing by the parties, payment shall be made based upon monthly invoices submitted by Contractor. Invoices shall be detailed and shall include but not be limited to: pharmacy utilization, staffing hours actual to contract on a monthly basis, and supporting detail for changes in the aggregate cap. Invoices shall note any deviation from staffing requirements set forth in this Agreement. The County shall not be charged for staff hours that are not worked, and any such hours shall be reflected as a deduction on monthly invoices. 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. Invoices shall be submitted to:

Christina Chapman
901 Port Avenue
St. Helens, Oregon 97051
Christina.chapman@columbiacountyor.gov

4. Contract Representatives/Liaison. Contract representatives for this Agreement shall be:

FOR COUNTY

FOR CONTRACTOR

James Macfarlane
Jail Commander
901 Port Ave.

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, or as soon thereafter as possible.

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. Furnishing of equipment necessary for the performance of the services required herein shall be as set forth in Exhibit A. 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:
 - i. Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.
 - ii. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - iii. 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 sub-Contractors 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 adult-in-custodys. "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 adult-in-custody. "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 adult-in-custodys. 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 either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party 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, limited to the insurance amounts subcontractors are able to provide, 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 adult-in-custody or former adult-in-custody 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 to the extent they arise 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 the County, its officers, agents, and employees.

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

b. Commercial general liability and property damage insurance in an amount of not less than \$2,000,000.00 per occurrence; 6 million aggregate.

c. Automobile liability (owned, non-owned, and hired) for bodily injury and property damage in an amount of not less than \$1,000,000 per occurrence; 1 million aggregate.

d. 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 \$2,000,000 per claim; six million aggregate.

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's compensation, shall contain a waiver of subrogation against the County.

For professional liability/Errors and Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail coverage" at the completion of the contract for a duration of thirty-six months or continuous "claims made" liability coverage provided for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail coverage" provided the retroactive date of the coverage is on or before the effective date of this contract.

Contractor shall require and verify that all of its subcontractors of any tier, that provide direct patient care, provide insurance coverage and limits equal to or greater than the 1 million per occurrence and 3 million aggregate unless this requirement is expressly modified or waived by the County. Contractor shall have no liability for claims arising out of the acts or omissions of subcontractors or other third parties not employed by Contractor unless Contractor caused the subcontractor's actions or omissions.

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 six (6) months' advance written notice delivered by registered or certified mail, or in person, to the other party. If terminated by the County other than for cause, the County will pay the remaining annual cost of insurance incurred by the Contractor. 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 consistent with industry standards, fails to meet contract requirements and is therefore unsatisfactory to County.
- b. 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.
- c. 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. If termination by County occurs earlier than 12 months from contract start, County shall pay to Contractor the prorated amount of nonrefundable insurance premiums. The rights and remedies to either party related to any breach of this Agreement by the other party 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, other than insurance premiums as outlined above. 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. Neither party shall have responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of the other party 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 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 adult-in-custody 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 adult-in-custody 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 adult-in-custody health record be withheld from County, and adult-in-custody health records shall not be considered confidential or proprietary for purposes of this section. Contractor will not maintain copies of all adult-in-custody 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, or until the contract with the county ends. 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. County shall

allow Contractor access to medical records and all other relevant data needed by Contractor to defend and/or support any allegations relating to this Agreement both during and after the end of this Agreement.

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 full 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. 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 in writing to the other party. The parties shall then conduct a good faith negotiation within 15 business days of notice. If good faith negotiation is not successful, the parties agree to a mediator agreed to by both parties as soon as practicable after the dispute arises, and before commencement of litigation. If the parties cannot agree on a mediator, they will cooperate to select a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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. Any additional costs to Contractor are subject to negotiation and will be reflected in a contract amendment.

31. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

32. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. The County reserves the right at any time to require the submission of the hard copy originals of any documents.

33. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING THE EXHIBITS) 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.

<p>CONTRACTOR</p> <p>Name:</p> <p>By: _____</p> <p>Title: _____</p> <p>Signed: _____</p> <p>Date: _____</p>	<p>COLUMBIA COUNTY</p> <p>By: _____ Sheriff Brian Pixley</p> <p>Date: _____</p> <p>Approved as to form</p> <p>By: _____ Office of County Counsel</p>
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Exhibit A- Contractor's Proposal (to be attached to final Contract)

Exhibit B- Staffing Matrix (to be attached to final Contract)

Exhibit C- Request for Proposals (to be attached to final Contract)

Exhibit D- Business Associate Agreement (see below)

EXHIBIT D

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is by and between Columbia County, (hereinafter referred to as "Covered Entity") and _____, (hereinafter referred to as "Business Associate"). The term "Business Associate" shall include all employees, officers, directors, agents or Subcontractors (as defined below) of Business Associate who have access to, or the ability to access, use or disclose PHI (as defined below).

Recitals

WHEREAS, Covered Entity has entered into a Personal Service Contract ("Service Agreement") with Business Associate to provide answering services; and

WHEREAS, Business Associate performs or assists in the performance of one or more of the functions or activities of Covered Entity described in subsections 1 and 3 of the "business associate" definition in 45 C.F.R. § 160.103 that involves the access, use or disclosure of PHI to Business Associate; and

WHEREAS, the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated thereunder (collectively, "HIPAA"), requires that Covered Entity obtain assurances from Business Associate that it will appropriately safeguard all PHI, and the parties intend to enter into this BAA to comply with this requirement, to protect PHI, and to amend any agreement(s) between them as described below.

NOW THEREFORE in consideration of the mutual promises herein, the parties agree as follows:

I. Definitions

Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in HIPAA.

- A. Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.402. If not capitalized herein, "breach" shall have its general meaning in this BAA.
- B. Breach Notification Rules. "Breach Notification Rules" shall mean the regulations set forth at 45 C.F.R. Part 164, Subpart D.
- C. Data Aggregation. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 C.F.R. § 164.501.

- D. Electronic PHI. “Electronic PHI” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. §164.103.
- E. Individual. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- F. Law Enforcement Official. “Law Enforcement Official” shall have the same meaning as the term “law enforcement official” in 45 C.F.R. §164.103.
- G. Limited Data Set. “Limited Data Set” shall have the same meaning as the term “Limited Data Set” in 45 C.F.R. §164.514(e)(2).
- H. Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Subparts A and E of 45 C.F.R. Part 164.
- I. Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to PHI created or received by Business Associate, or any of its employees, officers, directors, agents or Subcontractors for, or on behalf of, or from Covered Entity under the Service Agreement.
- J. Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- K. Secretary. “Secretary” shall have the same meaning as the term “Secretary” in 45 C.F.R. § 160.103.
- L. Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
- M. Security Rule. “Security Rule” shall mean the Security Rule at 45 C.F.R. Part 160 and Subparts A and C of 45 C.F.R. Part 164.
- N. Subcontractor. “Subcontractor” shall have the same meaning as the term “subcontractor” in 45 C.F.R. § 160.103. If not capitalized herein, “subcontractor” shall have its general meaning in this BAA.
- O. Unsecured PHI. “Unsecured PHI” shall have the same meaning as the term “unsecured protected health information” in 45 C.F.R. § 164.402, limited to PHI created or received by Business Associate, or any of its employees, officers, directors, agents or Subcontractors for, or on behalf of, or from Covered Entity under the Service Agreement.

II. Obligations and Activities of Business Associate

- A. Compliance with Privacy Rule.
 - 1. Business Associate agrees not to use or further disclose PHI or PHI that has been de-identified as described in 45 C.F.R. § 164.514(a)-(b) other than (i) as permitted or required by the Service Agreement or this BAA or (ii) as Required By Law.

2. Business Associate agrees to use appropriate safeguards and comply with the Security Rule with respect to Electronic PHI to prevent use or disclosure of PHI other than as provided for by this BAA.
3. Business Associate agrees to immediately report to Covered Entity any use or disclosure of PHI in violation of this BAA of which Business Associate becomes aware, including Breaches of Unsecured PHI as required by 45 C.F.R. § 164.410.
4. Business Associate agrees to require its employees, officers, directors, agents and Subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate to agree to the same restrictions, conditions, and requirements that apply through this BAA to Business Associate with respect to PHI.
5. Business Associate agrees to make available, at the request of Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual or third party designated by the Individual in writing in order to meet the requirements under 45 C.F.R. § 164.524. If the PHI is maintained in a Designated Record Set electronically and if Covered Entity requests an electronic copy of such information, Business Associate agrees to provide the PHI to Covered Entity or, as directed by Covered Entity, to an Individual or third party designated by the Individual in writing, in the electronic form and format requested or, if not, in a readable electronic form and format agreed upon by the Covered Entity and Business Associate. In the event Business Associate receives a request directly from an Individual to make available PHI in a Designated Record Set, such request must be forwarded to Covered Entity within ten (10) calendar days of Business Associate's receipt of such request.
6. Business Associate agrees to make available to Covered Entity PHI or a record about an Individual in a Designated Record Set within fifteen (15) calendar days of receiving a request from the Covered Entity or the Individual for an amendment and incorporate any amendments that Covered Entity directs pursuant to 45 C.F.R. § 164.526 within ten (10) calendar days of receiving direction from the Covered Entity.
7. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
8. Business Associate agrees to provide to Covered Entity information collected in accordance with Section (II)(A)(7) of this BAA within fifteen (15) calendar days of Covered Entity's request in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. In the event an Individual requests an accounting of disclosure from Business Associate directly, Business Associate shall forward such request to Covered Entity within ten (10) calendar days of Business Associate's receipt of such request.

9. To the extent that Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.
10. Upon request, Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity and PHI available to the Secretary and Covered Entity for purposes of the Secretary and Covered Entity determining Covered Entity's compliance with the Privacy Rule.
11. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or any Subcontractor of Business Associate in violation of the requirements of this BAA.
12. Business Associate agrees to comply with an Individual's request for restrictions on use or disclosure of such Individual's PHI if Covered Entity receives and agrees to such a request from an Individual in accordance with 45 C.F.R. § 164.522 or as otherwise required by law.
13. Business Associate agrees to limit the use, disclosure, or request of PHI, to the extent practicable, to the Limited Data Set or to the minimum necessary to accomplish the intended purpose of such use disclosure, or request, respectively. This provision shall automatically incorporate any guidance the Secretary issues pursuant to HIPAA regarding what constitutes "minimum necessary."

B. Compliance with Security Rule.

1. Without limiting any other express provision in this BAA, Business Associate acknowledges and agrees that it is subject to and shall comply with the Security Rule, as amended from time to time by the Secretary.
2. With respect to any Electronic PHI, Business Associate shall:
 - a. Enter into a contract or arrangement that require any Subcontractors that receive, create, maintain or transmit Electronic PHI on behalf of Business Associate, to implement reasonable and appropriate safeguards to protect Electronic PHI and to comply with the applicable requirements of the Security Rule, as amended from time to time by the Secretary; and
 - b. Report to Covered Entity any Security Incident of which it becomes aware.

C. Permitted Uses and Disclosures by Business Associate.

1. Except as otherwise limited in this BAA, Business Associate may use or disclose PHI as necessary to perform functions, activities, or services for, or on behalf of,

Covered Entity consistent with this BAA and the Service Agreement, provided that such use or disclosure would not violate HIPAA if done by Covered Entity and does not violate Section II(A)(13) of this BAA.

2. Except as otherwise limited in this BAA, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
3. Except as otherwise limited in this BAA, Business Associate may disclose PHI in its capacity as a Business Associate for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosure is (i) Required By Law or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required By Law or for the purpose 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.
4. Except as otherwise limited in this BAA, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
5. Business Associate may use PHI to report violations of law or professional or clinical standards to appropriate Federal and/or State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

D. Breach Notification Requirements.

1. Business Associate shall report any Breach of Unsecured PHI to Covered Entity promptly by telephone (503-397-7247) and following up in writing no later than five (5) calendar days after Business Associate's knowledge of such Breach. For purposes of this BAA, Business Associate shall be deemed to have knowledge of such Breach at the time such Breach is known to Business Associate or any of Business Associate's employees, officers, directors, Subcontractors or other agents or, by exercising reasonable diligence, would have been known to Business Associate, or any of Business Associate's employees, officers, directors, Subcontractors or other agents (excepting the person committing the Breach, who is an employee, officer or agent of Business Associate). Business Associate shall not contact any Individuals suspected to be affected by the Breach without prior written approval of Covered Entity. The Business Associate shall provide Covered Entity with the name and contact information for a primary point of contact for the Business Associate regarding the incident.
2. All reports under this Section II(D) shall be sent to:

Jim MacFarlane, Jail Commander
Columbia County Sheriff's Office
901 Port Avenue
St. Helens, Oregon 97051

3. Within ten (10) calendar days following a report of a Breach of Unsecured PHI, Business Associate shall provide the following to Covered Entity in writing, to the extent such information is known to the Business Associate acting with reasonable due diligence:
 - a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;
 - b. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - c. A description of the types of Unsecured PHI that were involved in the Breach (e.g., full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information that was involved);
 - d. Any steps the Individual should take to protect themselves from potential harm resulting from the Breach;
 - e. A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against further Breaches; and
 - f. Contact procedures for Individuals to ask questions or learn additional information (e.g., a toll free telephone number, an email address, Web site, and/or postal address).
4. If any of the information in Section II(D)(3) is not available, Business Associate shall provide Covered Entity such information as promptly thereafter as such information becomes available.
5. If a Law Enforcement Official states to the Business Associate that any notification required under 45 C.F.R. §§164.404 to 164.410 would impede a criminal investigation or cause damage to national security, the Business Associate shall:
 - a. If the statement from the Law Enforcement Official is in writing and specified the time for which a delay is required, delay such notification to Covered Entity for the time period specified by the Law Enforcement Official; or
 - b. If the statement from the Law Enforcement Official is made orally, document the statement, including the identity of the Law Enforcement Official making the statement, and delay the notification to Covered Entity temporarily and no longer than thirty (30) calendar days from the date of the oral statement, unless a written statement is submitted during that time (in which case Section II(D)(5)(a) shall apply).
6. Notwithstanding any limitation on damages or liability contained in the Service Agreement, if Covered Entity is required to provide notice pursuant to 45 C.F.R. §§ 164.404 to 164.408 due to a Breach of Unsecured PHI caused by Business Associate or Subcontractor or for which Business Associate or Subcontractor is responsible, Business Associate shall, as determined by Covered Entity in its sole discretion, either:
 - a. Reimburse Covered Entity for all costs associated with Covered Entity's obligation of notifying affected Individuals, the government, and the media of a Breach and costs associated with responding to or resulting from the Breach; or

- b. On behalf of Covered Entity, notify affected Individuals, the government, and the media of a Breach in accordance with the Covered Entity's requirements under the Breach Notifications Rules using a mutually agreeable notice and be responsible for all costs associated with such notifications and costs associated with responding to or resulting from the Breach.

IV. Obligations of Covered Entity

- A. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes affect Business Associate's use or disclosure of PHI.
- B. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction affects Business Associate's use or disclosure of PHI.
- C. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

V. Term and Termination

- A. Term. The Term of this BAA shall be effective as of the Effective Date, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to 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.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of the provisions of this BAA by Business Associate, Covered Entity may terminate this BAA and the Service Agreement immediately upon written notice to the Business Associate. Alternatively, Covered Entity may provide written notice to Business Associate and an opportunity for Business Associate to cure such breach within sixty (60) calendar days of the written notice provided by Covered Entity. If Covered Entity determines that Business Associate fails to cure such breach within the sixty (60) calendar days, Covered Entity may terminate this BAA and the Service Agreement consistent with the provisions of the Service Agreement.
- C. Effect of Termination.
 - 1. Except as provided in paragraph (C)(2) of this Section, upon termination of this BAA, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of Subcontractors of Business Associate. Business Associate shall retain no copies of PHI.
 - 2. In the event that Business Associate determines that returning or destroying PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Business Associate's determination that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this BAA 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 Business Associate maintains such PHI.

VI. Miscellaneous

- A. Indemnification. Notwithstanding any limitation on damages or liability or any indemnification obligations contained in the Service Agreement, Business Associate shall indemnify and hold Covered Entity, its members, directors, officers, employees, agents, and subcontractors ("Indemnified Party") harmless from and against any and all actual losses, liabilities, fines, penalties, costs and expenses (including reasonable attorneys' fees) arising out of or related to a breach of this BAA, Breach of Unsecured PHI, or violation of HIPAA that is caused by the acts or omissions of Business Associate or any of its employees, officers, directors, agents or Subcontractors. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this BAA for any reason.
- B. Penalties. Notwithstanding any limitation on damages or liability contained in the Service Agreement, Business Associate shall be responsible for the full cost of all civil and criminal penalties assessed upon Business Associate or upon Covered Entity as a result of the failure of Business Associate, its officers, directors, employees, Subcontractors or agents to comply with this BAA or any requirement imposed upon Business Associate through HIPAA, as amended from time to time, and including any regulations to those laws, as amended from time to time. This obligation shall survive the expiration or termination of this BAA for any reason.
- C. Regulatory References. A reference in this BAA to a term or section in the Privacy Rule, Security Rule, or Breach Notification Rules means the term or section as in effect or as amended.
- D. Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA.
- E. No Third Party Beneficiaries. Nothing in this BAA confers on any person other than Covered Entity and Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities.
- F. Business Associates. If it is determined that Business Associate is not a "business associate" as defined in 45 C.F.R. §160.103 then this BAA shall be void. This BAA being voided shall not impact the validity of the Service Agreement.
- G. Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA and any current or future regulations promulgated thereunder.
- H. Severability. If any provision of this BAA is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws effective during the term of this BAA, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.

- I. No Agency. Nothing in this BAA shall be construed to create (a) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, or (b) a relationship of employer and employee between the Parties. Business Associate is an independent contractor, not an agent, to Covered Entity and nothing contained in this BAA shall be intended to expand the scope or nature of the relationship.
- J. Entire Agreement. This BAA sets forth the entire agreement and understanding between the Parties relating to the subject matter hereof and supersedes all other discussions, representations, agreements, and understandings of every kind or nature, whether oral or written, with respect to such matters, including, but not limited to other business associate agreements or agreements related to patient data and the access, use, privacy, security and confidentiality of patient data. Neither Party will be bound by any representation, warranty, covenant, term or condition related to such subject matter other than as expressly set forth herein and in the event of any conflict between the terms of this BAA and the terms of any other discussions, representations, agreements, and understandings between the Parties, the terms of this BAA shall control.

The parties have caused this BAA to be executed by their respective, duly authorized representatives.

Covered Entity

Business Associate

Columbia County, Oregon

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____