RFP #764

PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

Release date: Wednesday, August 7, 2019

Request for Proposal for:

MEDICAL SERVICES for INMATES

PROPOSALS DUE: *THURSDAY, SEPTEMBER 19, 2019 by 3:00 p.m.*

Proposals must be date and time stamped by Purchasing staff before 3:00 p.m. on due date.

Submit one (1) original, six (6) complete copies and one (1) write protected electronic complete copy of the Proposal to:

Clark County
Office of Purchasing
P.O. Box 5000
1300 Franklin Street, 6th Floor, Suite 650
Vancouver, Washington 98660
564-397-2323

Refer Questions to Project Manager:

Kimberly Beltran
Commander, Clark County Sheriff's Office
cntysheriffjailadmin@clark.wa.gov

General Terms and Conditions

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL proposals submitted become the property of Clark County. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Clark County has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD - Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALLY - Proposer shall comply with all applicable state and federal laws governing the confidentiality of information."

CONFLICT OF INTEREST - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Clark County or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD - The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Clark County is not responsible for any costs incurred prior to the effective date of the contract. Clark County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES - Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. Clark County's Equal Employment Opportunity Plan is available at http://www.clark.wa.gov/hr/documents.html. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM - Clark County has implemented an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of its life cycle. Product criteria have been established on the Green Purchasing List http://www.clark.wa.gov/general-services/purchasing/erp/environmental.html

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

INTERLOCAL AGREEMENT - Clark County has made this RFP subject to Washington State statute RCW 39.34. Therefore the bidder may, at the bidders' option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.

LIMITATION - This RFP does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS - A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS - An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability; Contract compliance; and Program performance.

PRICE WARRANT - The proposal shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor.

PROTESTS - Must be submitted to the Purchasing Department.

PUBLIC SAFETY - May require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. County project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

REJECTION OF PROPOSALS - Clark County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Clark County to do so.

SUBCONTRACTING - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Clark County. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL PROPOSALS - Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

WORKERS COMPENSATION INSURANCE – The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of $500,000 for each accident, or provide evidence that State law does not require such coverage.

FOR ALTERNATIVE FORMATS
Clark County ADA Office: V: 564-397-2025
TTY: 564-397-2445
ADA@Clark.wa.gov

Request for Proposals
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Request for Proposal #764
MEDICAL SERVICES for INMATES

Part I Proposal Requirements

Section IA General Information

1. Introduction

Clark County Sheriff's Office is seeking proposals for health care for individuals detained in the Clark County Sheriff's Office Main Jail, Jail Work Center, and the Clark County Juvenile Detention Facility.

The goal of this Request for Proposal (RFP) is a contract with an entity to provide comprehensive healthcare for adult and juvenile inmates. It is further the goal that the provided health services meet or exceed nationally recognized standards are provided by competent State of Washington credentialed health care professionals by means of a program managed by professional healthcare managers/administrators in a manner that ensures cost-effective results. To this end, the County is seeking proposals form those qualified to provide this specialized healthcare service for persons incarcerated.

2. Background

Detention and Corrections Staff are trained and specialize in the safe and secure management of inmates within Clark County. Healthcare is necessary and mandated, however; is more efficiently provided by those specializing in, educated in, and licensed to perform those functions.

3. Scope of Project

The entity contracted to provide healthcare services will be performing duties within the facilities and with the populations described below.

The main jail (MJ) was constructed in 1983. It is comprised of 4 indirect supervision pods with approximately 140 inmates per pod. The housing is mostly double bunked. A fifth full time living unit is segregation housing; for high security and acute suicide watch. The medical housing unit consists of six cells, two of which are negative pressure cells. The jail work center (JWC) was constructed in 2000. It consists of dormitory style housing with roughly 25 persons per dormitory.

The juvenile facility is comprised of two floors containing four pods.

Statistical representations of population make up and work-loads are included as Attachment D.

4. Project Funding

Allocation of funds for this RFP will be established based on the funds requested in the selected proposal, subject to budgetary approval by the Clark County Council.

5. Timeline for Selection

The following dates are the **intended** timeline:

Clearance Paperwork for MANDATORY Tour	August 26, 2019
Mandatory Tour	September 5, 2019
Proposals Due	September 19, 2019
Proposal Review & Evaluation Period	September 20 - October 4, 2019
Interviews/Demonstrations (***Top Tier Only***)	October 16, 2019
Selection Committee Recommendation	October 18, 2019
Contract Negotiation	October 28 – November 8, 2019

6. Employment Verification

Effective November 1st, 2010, to be considered responsive to any formal Clark County Bid/RFP or Small Works Quote, all vendors shall submit before, include with their response or within 24 hours after submittal, a recent copy of their E-Verify MOU or proof of pending enrollment. The awarded contractor shall be responsible to provide Clark County with the same E-Verify enrollment documentation for each sub-contractor ($25,000 or more) within thirty days after the sub-contractor starts work. Contractors and sub-contractors shall provide a report(s) showing status of new employee's hired after the date of the MOU. The status

report shall be directed to the county department project manager at the end of the contract, or annually, whichever comes first. E-Verify information and enrollment is available at the Department of Homeland Security web page: www.dhs.gov/E-Verify

How to submit the MOU in advance of the submittal date:
1. Hand deliver to 1300 Franklin St, Suite 650, Vancouver, WA 98660, or;
2. E-mail: koni.odell@clark.wa.gov and priscilla.ricci@clark.wa.gov

Note : Sole Proprietors shall submit a letter stating exempt.

Section IB Work Requirements

1. Required Services

The following are the general service requirements that the successful Contractor is expected to meet as a result of its services under a contract with the County. Not all requirements may apply to all awarded services. These requirements shall apply as they relate to the specific services awarded to the contractor, in one or more of the following areas: (1) general medical services; (2) mental health services; and (3) pharmacy services.

A). ADMINISTRATIVE

1. Contractor shall operate the program in a cost-effective manner, with full reporting and accountability to the Sheriff's Office (SO).

2. Contractor shall implement a written and continually updated services plan with clear objectives, policies, procedures and an annual evaluation of compliance.

3. Contractor shall maintain an open and cooperative relationship with other SO contractors and the staff of the SO.

4. Contractor, in coordination with the SO, shall develop and implement policies for inmate population services. The Contractor shall develop and maintain site-specific procedures and protocols for its service unit and staff.

5. Contractor shall be responsible for ensuring that any problems and/or unusual incidents are reported by its staff to the Sheriff's Contract Manager or designee.

6. Contractor will specify procedures for Contractor and the SO to identify, discipline and terminate unsatisfactory employees.

7. Contractor shall ensure that the healthcare status of inmates admitted to outside hospitals is reviewed to ensure that the duration of the hospitalization is no longer than medically indicated.

8. Contractor shall ensure that its staff documents all healthcare contacts in the detainee's healthcare record in the problem oriented electronic medical record format.

9. Contractor shall maintain complete and accurate electronic records of detainee care and collect and analyze health statistics on a regular basis.

10. Contractor shall operate in a constitutionally humane manner with respect to the inmates' rights to basic medical and mental health services.

11. Contractor shall be responsible for full, current and detailed knowledge of, and compliance with, the pertinent requirements of Federal and Washington State Law and the implementation of regulations and guidelines promulgated thereunder as they pertain to the services requested herein.

12. Contractor shall assume complete responsibility for the cost and timely accomplishment

of all activities and duties required by the contract and carry them out in a competent manner.

13. Contractor shall date stamp all correspondence forms, documents, notice and any other material pertinent to the administration of the contract.

14. Contractor shall utilize forms that conform to all federal, state and local rules and regulations.

15. Contractor shall immediately notify the SO of any changes in the persons authorized to bind the contract.

16. Contractor shall maintain a dedicated on-site administrative organization, sufficient in number as determined by the SO, for the Contractor to discharge its contractual responsibilities. This contractual obligation shall require the contractor to maintain staff who shall be directly accessible to SO staff. The SO shall be notified in writing and in advance of all reductions in staff below the levels required by the contract, and any such reductions shall require written approval of the SO.

17. Contractor shall maintain the level of liaison contract and cooperation with the SO necessary for proper and timely performance of all contractual responsibilities.

18. Contractor shall immediately notify the SO upon learning of any situation that might reasonably be expected to adversely affect the SO's operation or reputation in the community. Within one (1) business day, Contractor shall provide a written description of the situation and include a recommendation for resolution whenever possible.

19. Contractor shall recognize and agree that any and all services performed outside the scope of the contract or without consent of the SO shall be deemed by the SO to be gratuitous and not subject to charge by the contractor.

20. Contractor shall meet with the SO Contract Manager and/or SO designee at a minimum of weekly during the initial three (3) months of operation, or as otherwise agreed upon with the SO. Thereafter, meetings will occur as needed. This may require monthly meetings with more frequent informal contracts by telephone. Contractor's manager shall prepare and deliver to the SO Contract Manager monthly summary reports on procedure development, staffing levels, problems or backlogs encountered, planned activities for the next two (2) months, meetings held and other information deemed necessary by the SO or the Contractor.

21. Contractor shall provide, on a monthly basis, those statistical reports deemed necessary by the SO on contractor operations. Failure to provide these reports will result in a penalty being assessed against the contractor. The penalty imposed will be a ten percent (10%) reduction in the monthly amount due under the contract.

22. Contractor's records associated with its work in the Clark County Jail are public records as defined by the Washington Public Records Act, RCW 42.56. Contractor will promptly provide all requested records to CCSO Public Disclosure staff upon notification of receipt of a public records request. Contractor will also retain records in compliance with RCW 40.14 and the applicable retention schedules established by the Washington Secretary of State.)

B). <u>PERSONNEL</u>

1. Contractor must operate the program at full staffing and use only qualified Washington State licensed, certified, and professionally trained personnel to perform duties within their licensure. Contractor must provide adequate personnel for all shifts. This staffing is to include all personnel required to comply with the Contractor's applicable scope of services

outlined in this RFP. Contractor shall maintain a current organizational chart, which shall be provided to the SO upon request and or annually.

2. The contractor shall only recruit and interview candidates who are currently licensed or certified in the State of Washington. Each candidate shall be interviewed by the contractor with a special focus on technical expertise, job fit characteristics, and motivation. The Jail Command Staff or designee shall retain the right to be involved in the interviewing process. It is recommended that the healthcare administrator be CCHP certified.

3. All screened candidates, prior to on call, part-time or full-time employment, will attend an on-site tour of the main jail facility.

4. The contractor and its personnel shall be subject to and shall comply with all security regulations and procedures of the County and the detention facilities. Violations of regulations may result in the contractor's employee being denied access to the detention facility. In this event, the contractor shall provide alternate personnel.

5. Initial and continued employment of staff and subcontractors shall be subject to approval of the County. The County reserves the right to prohibit any of the contractor's employees and/or independent contractors from performing service with regard to this contract.
6. Security for contract employees and agents shall be consistent with security provided to other employees in the respective building/s.

7. All personnel shall be required to pass an exhaustive background investigation conducted by the County for initial and or continued employment. Additionally, all personnel performing on-site services may be required to undergo random urinalysis or blood test. Additional testing may be required if there is "reasonable suspicion" of current use of drugs/alcohol that is affecting the employees ability to perform their assigned duties. All test results (negative or positive) will be provided to medical vendor and designated jail medical liaison. Additional testing will be paid for by the compelling party.

8. Items that are reviewed in a typical background may include, but not be limited to most of the following components; Criminal History Check, Driver's License Check, Work History Check, Educational History Check, Reference Check, Neighbor Check, Professional License Check, Credit Check and Drug Testing.

9. Typical Items that will not pass this background check: conviction of a felony; use of Illegal drugs within the last 12 months; illegal use or misuse of prescribed substances in the past 3 years; 1 or more DUI convictions; deception or fraud during hiring process; non-availability for shift work; dishonorable discharge from military; three or more employment terminations or resignation in lieu of termination; and lack of proper documentation for non-US citizens.

10. All personnel shall comply with current and future state, federal and local laws and regulations, court orders, administrative directives, institutional directives, agreed upon NCCHC standards, agreed upon ACA standards, and standards, policies and procedures of the County, the Clark County Sheriff's Office and the contractor regardless of the accreditation status.

11. Personnel files of all subcontractors and contract employees shall be maintained in a locked file at the facility. The files shall be made available to the Chief Corrections Deputy or designee upon request. These files shall include at minimum: copies of current licenses, proof of professional certification, DEA numbers, malpractice insurance certificates, evaluations, E-Verify information and position responsibilities.

12. The contractor shall provide the names of corporate or regional management personnel assigned to this contract. A resume of the regional manager shall be included with this proposal. Any replacement personnel information shall be provided to the County.

13. Contractor will notify Jail Administration when personnel who are not full time at Clark County wish to visit. This will allow sufficient time to activate a jail clearance, typically 10 days.

14. The contractor shall notify and consult with Jail Administration prior to discharging, removing or failing to renew contracts of professional staff or vendors.

15. The contractor is prohibited from entering into covenants “Not To Compete or Non-Competition Clauses” with either employees or independent contractors, or any party specifically related to the performance of any obligation required under this agreement, which would prohibit said independent contractor or employee from competing, directly or indirectly, in any way with the contractor. For the purpose of this paragraph, the term "competing directly or indirectly, in any way with the contractor" shall mean the entering into or attempting to enter into any similar business with that carried on by the contractor with any individual, partnership, corporation, or association that was or is the same or related business as the contractor.

16. The contractor shall implement an aggressive hiring stance to keep full staffing levels.
    a. Contractor shall engage only Washington State licensed and qualified personnel to provide professional medical, mental health, dental or pharmaceutical coverage.

    b. Initial and continued employment of Contractor’s staff shall be subject to the approval of the SO.

    c. All personnel provided shall meet the minimum requirements established by the SO, the ACA, and NCCHC.

    d. Contractor shall provide a comprehensive training program for continuing education of its professional staff in accordance with the ACA and NCCHC standards and consent decrees. Selected topics that require staff training will be identified on an on-going basis through the Quality Assurance Program, which is covered in a later section.

    e. Contractor’s personnel shall comply with current and future federal, state and local laws and regulations and court rulings (both federal and state case law) relating to performance under the contract. This includes training as required by the Prison Rape Elimination Action (PREA).

    f. Contractor understands that all personnel must pass preliminary and subsequent security background check to the satisfaction of the SO prior to performing services under the contract.

    g. While working in county facilities, the Contactor’s personnel shall adhere to the same standards in place for county employees with regards to harassment, alcohol and drug free workplace, violence in the workplace, as well as all security rules, regulations and procedures.

    h. Contractor shall maintain personnel files in its unit, including photographs, which will be made available to the SO administration staff upon request.

    i. A synopsis of the contractors benefit program should be included in the proposal.

17. The contractor shall agree to credit the County the full value (salary and fringe benefits) of service hours not provided by classification based on 13 weeks as contained in the staffing plan.

18. The contractor shall also make provisions in their staffing plan to cover periods of vacation, educational staff or sick time by including appropriate relief factors and per diem staff. The contractor shall specify in their staffing plan relief factors. Every effort will be made to use

contractor's employees not agency or temporary staff.

19. Contractor may substitute person with higher licensure for positions requiring a lower licensure (e.g. RN for LPN).

20. In the event of an inmate with acute medical need contractor will provide Certified Nursing Assistant hours to cover constant watch and care of specific individual/s in the past two years this has been requested on two occasions for periods of time exceeding 30 days.

21. County is exploring the expediency of including services for the jail in Skamania County as part of this contract. This option is to be costed as a separate section that may or may not be accepted by the involved Counties.

C). SCHEDULES

1. All working hours shall be spent on-site at the specified corrections buildings, except as are otherwise agreed to by both parties.

2. All full-time contractual employees shall be on-site for at least forty (40) hours per week. There is no option for off-site or work from home hours.

3. The County is contracting for a reasonable level of staff and services to be provided by the Contractor. The Contractor will be responsible for replacement personnel. The SO will not, at any time, be asked to relieve any of the Contractor's personnel so they may respond to other problems that arise elsewhere in any of the facilities. Contractor ensures that enough properly trained staff are available to cover all shifts at all times. All Contractor replacements shall be subject to the approval of the SO.

4. All contractual staff (both employees and independent contractors) shall be required to comply with sign-in and sign-out - procedures as specified by Jail Administration.

5. As is evident from the proposal, the Clark County Sheriff's Office Main Jail must be staffed 24 hours every day. These personnel must be able to respond to all medical emergencies by providing basic emergency care, as well as service the needs of the general population, inmate, staff, or visitor.

   Staffing will be population dependent. Current population levels and demographics are listed in this RFP. Staffing levels and positions must be approved by the Jail Command Staff. Administration staff will be dependent upon the contractor to establish a schedule based on their needs to complete necessary duties and maintain relations with the County staff. Please be cognizant of the requested night hours. Proposed staffing levels are listed as work hours and are not necessarily intended to number of employees needed to meet that level of service. Proposed staffing levels for medical personnel are as follows:

Position	Shift	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total Hrs Per Week	FTE**
Main Jail										
Health Services Administrator	Days		8	8	8	8	8		40	1
Administrative Assistant	Days		8	8	8	8	8		40	1
Medical Records Clerk	Days		8	8	8	8	8		40	1
Medical Director*	Days		4		4		4		12	0.3
Mid Level (PA/NP)	Days	6	8	8	8	8	8	4	50	1.25
Dentist	Days			8			4		12	0.3
Dental Assistant	Days			8			4		12	0.3
Psychiatrist	Days				6				6	0.15
Psychiatric PA/NP	Days		8	8	8	8	8		40	1
Mental Health Professional	Days	4	8	8	8	8	8	4	48	1.2
Mental Health Professional	Nights	8	8	8	8	8	8	8	56	1.4
Director of Nursing	Days		8	8	8	8	8		40	1
Nurse Intake (LPN)	Days	12	12	12	12	12	12	12	84	2.1
Nurse Intake (RN)	Nights	12	12	12	12	12	12	12	84	2.1
Clinic Nurse (RN)	Days	22	22	22	22	22	22	22	154	3.85
Clinic Nurse (RN)	Nights	12	12	12	12	12	12	12	84	2.1
Clinic Nurse (LPN)	Days	12	12	12	12	12	12	12	84	2.1
Clinic Nurse (LPN)	Nights	12	12	12	12	12	12	12	84	2.1
Certified Nursing Assistant	Days	12	12	12	12	12	12	12	TBD	As needed
Certified Nursing Assistant	Nights	12	12	12	12	12	12	12	TBD	As needed
Discharge / Treatment / ACA Navigator	Days		8	8	8	8	8		40	1
Discharge / Treatment / ACA Navigator	Swing		8	8	8	8	8		40	1
Jail Work Center										
Mid Level (PA/NP)	Days		1		1		1		3	0.075
Clinic Nurse (RN)	Days	12	12	12	12	12	12	12	84	2.1
Clinic Nurse (RN)	Nights	12	12	12	12	12	12	12	84	2.1
Juvenile										
Medical Director	Days						2		2	0.05
Mid Level (PA/NP)	Days		1	1	1	1	1		5	0.125
Mental Health Professional	Days		4	4	4	4	4		20	0.5
Clinic Nurse (RN)	Days		10	10	10	10	10		50	1.25
Skamania (See option)										
Mid Level (PA/NP)*	Days		2		2		2		6	0.15
Mental Health Professional*	Days			8		8		4	20	0.5
Clinic Nurse (RN)	Days	8	8	8	8	8	8	8	56	1.4
	Total Hours - Day								***988***	
	Total Hours - Night								***392***	
	Total*								***1380***	***34.5 *****

**Hours may be worked on various days:total weekly hours will match matrix*
** Does not provide relief for staffing - merely positions/posts

The following are stipulations to the sample staffing chart provided above:

- Staff Triage/respond to urgent cases per protocol
- Schedule to be adjusted based on daily patient care needs
- Nursing positions currently work 12 hr. shifts
- Immediate response for urgent needs is continuous at the JDC at all times
- RN must be physically on site at CCLEC at all times.

The County is interested in exploring the economics of the following changes:

- Increasing hours of the Physician, Mid-level Psychiatric provider, and Psychiatrist.
- Providing emergency on call psychiatric services to the Juvenile site.
- Expanding existing Dental Hours

Considering the economic challenges facing Clark County government, proposers are not

bound by the current staffing levels and are encouraged to propose staffing levels by classification, total hours, hours of work, shifts and schedules based on the population data and workload data submitted by the current provider in Attachment D.

Contractors may submit an alternate-staffing plan if they feel that it would be beneficial to the County. Include in the alternate staffing plan all mandates the contractor believes are compliant with applicable laws, regulations, court cases, best practices, and NCCHC standards.

D). SECURITY

1. Contractor's personnel shall be subject to all the security regulations and procedures of the SO.

2. Contractor's personnel will be required to receive security training as agreed upon and stipulated by SO.

3. Contractor's staff, agents, and subcontractors will submit to all check in and check out procedures as well as all other security procedures of the SO.

4. All successful proposer's agents and personnel inside the facilities will be required to wear and openly display Jail Administration approved identification badges.

Since the successful proposer's agents and personnel will be working in a 24/7 environment of a public safety entity; work will need to continue regardless of disasters caused by man or nature. .

E). REFERRALS

1. Contractor shall make referral arrangements with healthcare specialists/agencies, subject to the approval of the SO, for treatment of those inmates with problems, which extend beyond the scope of services provided on-site, only after every effort has been made to accommodate services on-site.

2. In the event of an emergency, Contractor shall provide and pay for all emergency care, emergency transportation and referrals to appropriate hospitals and physicians.

3. Contractor should make use of the SO's agreement with the Health Care Authority to pursue Medicaid coverage.

F). QUALITY ASSURANCE/ACTION PROGRAMS

1. Contractor shall provide in-service medical education programs for SO staff and Contractor's personnel. These education programs shall include CPR, first aid and suicide prevention.

2. Contractor shall institute a quality assurance program consistent with ACA and NCCHC Medical Quality Assurance Program, which may include but not be limited to audit and medical chart review procedures.

3. Monthly meetings shall be held between detention officials, facility staff and appropriate contractual personnel to review significant issues and changes and to provide feedback relative to the Quality Assurance/Action Plan program, so that any deficiencies or recommendations may be acted upon. Also, when requested by the SO, Contractor will provide appropriate personnel to participate in department meetings. (MAC – currently quarterly)

4. Weekly or bi-weekly interdisciplinary meetings shall be held to discuss inmates of high liability or high risk. (IDT)

G). SECURITY OF DETAINEE FILES

Detainee files are confidential. Full time contractor's employees shall be allowed access to this information only as needed for their duties related to the contract and in accordance with the rules established by the SO. Contractor shall honor all laws, policies, and procedures for protecting files and safeguarding the confidentiality of these files.

H). PUBLIC INFORMATION

Neither Contractor nor the County shall publish any findings based on data obtained from the operation of the contract without prior written consent of the other party, consistent with applicable public records/disclosure local, state and federal statutes

I). LIABILITY

1. Contractor assumes complete responsibility for any liability arising from the administration or delivery of its services provided by this contract.

2. Contractor will defend all lawsuits and pay associated legal costs and settlements regarding any claims under the contract.

3. Contractor will carry adequate insurance for all necessary professional and malpractice liability claims.

4. Contractor shall not be responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the Contractor that made performance impossible or illegal.

J). NOTIFICATION OF DEFICIENCIES

1. The SO shall use a system of progressive disciplinary letters to notify Contractor of its concerns with Contractor's performance. Nothing shall preclude the SO from implementing financial remedies or termination clauses if, in the SO's opinion, the deficiencies warrant such action. In the course of normal business, however, the SO shall use three (3) types of notification to Contractor upon the discovery of a deficiency. These shall be an "Alert" letter, a "Warning" letter, and a "Notice of Intent to Take Action" letter as described below.

2. An "Alert" letter is the least severe of the three (3) letters. An "Alert" letter shall be sent when the SO observes performance, which if left uncorrected could, in the opinion of the SO, results in unsatisfactory performance on behalf of the Contractor. An "Alert" letter shall be issued if monthly reports or performance standards as outlined elsewhere in this RFP fall below the minimal acceptable monthly figures or expectations. An "Alert" letter may also be to document a change to contractual services that fails to conform to contractual standards as well as non-compliance.

3. A "Warning" letter will follow if two (2) "Alert" letters have been issued on a specific deficiency and the situation has not been corrected or a written corrective action plan has not been implemented. A "Warning" letter shall also be issued if quarterly performance statistics fall below minimum acceptable levels or if a compliance audit reveals performance deficiencies of such magnitude that corrective action is needed.

4. A "Notice of Intent to Take Action" letter shall be issued by the SO when Contractor fails to implement corrective action after receiving two (2) "Warning" letters on the same deficiency; or such other situation arises of such grievous nature as determined by the SO as to warrant immediate and strong action by Contractor to correct the deficiency.

5. In all cases, Contractor shall respond to the SO Contract Manager within ten (10) calendar

days of receiving such notices described under this section from the SO. Contractor's responses shall include a corrective action plan with timetables acceptable to the SO, and Contractor's plans to take action to remedy any pattern of problems or compliance issues raised in the Contractor's letter for deficiencies. If the issues still cannot be resolved, the SO may, in the exercise of its discretion, implement all applicable provisions of the contract.

K). CONTRACT MONITOR

The County shall employ an analyst to monitor compliance of the contractor with the health care contract. The contractor shall agree to allow the contract monitor to have unfettered access to all medical records, statistical reports, quality assurance reviews, personnel files, personnel training records, databases and attendance at quarterly CQI meetings, as the contract monitor deems necessary to fulfill his/her duty. The contractor shall be responsible for payment of $100,000 annually to cover the expenses of the contract monitor. Price this service on a separate line item in the budget.

L.) BACKGROUND SERVICES

As noted in section B.7. ***all*** personnel entering the security portions of the buildings shall undergo a jail clearance check. All persons preforming medical services within any portions of the secure buildings shall undergo an extensive background process. This process is time consuming and costly. The Sheriff's office seeks to share the costs of this expense with the successful proposer. The Sheriff seeks a payment of $20,000 for initial background expenses. For each packet sent to backgrounds after 40 and additional $500 will be charged back to the vendor. To that end, onboarding and staff retention is extremely important to the process.

M). ACCREDITATION

The contractor may obtain accreditation by NCCHC for the Correctional Facility at its own option. The contractor shall be responsible for the payment of all costs associated with accreditation including but not limited to fees. However, regardless of accreditation status, the site shall be run in accordance with NCCHC and ACA standards as if accreditation had been achieved.

N). SCOPE OF SERVICES

The contractor is to provide comprehensive health care services for Clark County Jail, Jail Work Center, Juvenile Detention Center, and potentially Skamania County Jail. The program is to meet constitutional, professional and community standards and, at a minimum, meet the Standards of the National Commission on Correctional Health Care; the American Correctional Association, Clark County Jail Standards regarding the provision of health services in jail facilities and the tenets of the John Doe vs. Clark County Consent Decree No C89-460TB (Attachment F), Washington State RCW, Washington State Licensure restrictions and all other applicable health care standards. Contractor shall provide on a monthly basis, those statistical reports deemed necessary by the SO on contractor operations, such as; treatments, sick call visits, grievances, pharmaceuticals, etc. A consistent computer tracking system shall be used to collect data for actuary and statistical reasons.

O). RECEIVING SCREENING

The Arresting Agency shall be responsible for pre-booking injuries incurred during the arrest process. At the CCLEC a preliminary health triage will be conducted by the contractor to determine if the arrestee will be accepted for detention or referred to outside acute care or emergency medical facility before admittance to the jail facility. It is an expectation that the Contractor's personnel will perform a receiving screening on all new or transferred inmates immediately upon their arrival at other locations covered in this contract. The screening process may change to follow all or exceed updated elements of the NCCHC standard for Receiving Screening, with the intent of identifying potential emergency situations.

At a minimum, the Receiving Screening must interview the detainee/juvenile elements contained in NCCHC Standards for Health Services in Jails 2018 and subsequent editions or requirements

by case law:

- Current and past illnesses, health conditions, or special health requirements
- Past serious infectious diseases
- Recent and/or current communicable illness symptoms
- History of or current suicidal ideation
- Dental problems
- Allergies
- Legal and illegal drug use (including type, amount, and time of last use)
- Withdrawal symptoms
- Current or recent pregnancy, and
- Other health problems as designated by the responsible physician.

Also to be recorded are the screening observations during the time of interview, including:

- Appearance (such as sweating, tremors, anxious, disheveled)
- Behavior (such as disorderly, appropriate, insensible)
- State of consciousness (such as alert, responsive, lethargic)
- Ease of movement (such as gait, body deformities)
- Breathing (such as persistent cough, hyperventilation) and
- Skin (such as jaundice, rashes, infestations, tattoos, needle marks, bruises, scars, signs of abscess, or skin infection).

Persons arriving at the CCLEC who require immediate medical attention will be declined for intake and referred for off-site emergency care and clearance prior to acceptance. This medical stabilization will be at the responsibility of the arresting agency, excluding WSP. Medical and mental health preliminary review for all others is to be completed by a qualified health care professional. Persons who need to be examined by a physician or mental health professional are to be referred for such evaluation by the on-duty Registered Nurse before the end of shift and care arranged as soon as possible. Healthcare trained officers/deputies conduct a medical and mental health intake on admission at the Juvenile Detention Center and Skamania County.

The finding of the preliminary screening and evaluation will be recorded on a form approved by the County and entered into the detainee's or juvenile's medical record. Appropriate disposition based upon the findings of the receiving screening shall occur and be documented. When health trained corrections staff perform the receiving screening and identify healthcare or mental healthcare concerns (as predefined by the contract medical Director) with a juvenile or Skamania inmates, they shall call RN health staff to review the interview form, see the detainee and decide on the disposition. Nursing staff shall be expected to review the findings of all the receiving screenings before the end of each shift or earlier, upon request. Nursing staff shall be expected to make medical and / or mental health referrals to medical, mental health and dental service providers in the jail based on their preliminary triage.

An explanation of procedures for accessing medical, mental health and dental services shall be provided to inmates/juveniles orally and in writing upon their arrival to the facilities

P). <u>INTOXICATION AND WITHDRAWAL</u>

The contractor will ensure that specific procedures and protocols are in place and implemented for inmates under the influence of alcohol or other drugs or those undergoing withdrawal. Such protocols must be approved by the responsible physician, be current, and consistent with nationally accepted guidelines. Detoxification is only to be done under physician supervision in accordance with local, state and federal laws. As part of the submission respondent shall provide their definition of Intoxication and Detoxification.

Inmates/juveniles experiencing severe, life-threatening intoxication (overdose) or withdrawal are to be transferred to an acute care facility or provided appropriate follow up care. Contractor shall

ensure that special needs of inmates undergoing withdrawal are addressed, such as the appropriate level of observation status and treatment of pregnant inmates with a history of opiate use.

The contractor will provide bridge Medically Assisted Treatment (MAT) to chemically dependent inmates who are currently on MAT and compliant with treating providers orders and medications booked into the CCLEC or Juvenile facilities. Contractor will propose program for initiation of opioid addiction MAT as determined necessary by medical provider within the policies of the CCSO.

The contractor will implement an expanded MAT program for all inmates who are chemically dependent and request MAT,

The CCSO currently is working in conjunction with Columbia River Mental Health Services on a grant MAT program. Contractor will work with the program and enfold existing participants and continue services should the grant program conclude during the life of this contract.

Q). HEALTH APPRAISAL

Contractor will ensure that a full health appraisal is completed by an RN, physician's assistant, nurse practitioner, or physician for each detainee or juvenile within fourteen (14) days or less after arrival at a Detention Center.

The full health appraisal must include the following:

- review of the initial receiving screening;
- complete medical, dental and mental health history
- physical examination by a physician, physician assistant, nurse practitioner or RN
- recording of vital signs, height, and weight;
- mental health evaluation;
- dental screening;
- vision and hearing screening;
- skin testing for tuberculosis, this item shall be completed within the first 72 hours in the facility.
- Laboratory and/or diagnostic tests for communicable diseases, such as a syphilis test, and other diagnostic tests as clinically indicated;
- review of the results of the health appraisal by a physician or midlevel practitioner;
- initiation of therapy, when appropriate.
- work detail screening
- initiation of a problem list, along with a diagnostic or therapeutic plan for each problem
- Elements that may be subsequently added by the Washington State Legislature through the Revised Code of Washington and or Washington Administrative Code; ACA or the NCCHC; or as a result of litigation against the Contractor or SO.
- An immunization history shall be taken as part of the history and physical exam. Immunization vaccines shall be updated as indicated. Vaccinations shall be provided for the flu and or hepatitis during a health alert and at the request of an inmate.

County currently has grant funding to provide HIV and STD testing and treatment to all those booked into the facility. Contractor will continue this program once the grant funding is exhausted. Further, the County is interested in full assessment (NCCHC 14 day assessment) being completed while the inmate is in intake or assessment area and prior to the movement into general population (or the housing classification appropriate for the involved inmate).

R). NON-ENGLISH SPEAKING INMATES AND/OR SPEECH AND HEARING IMPAIRED INMATES

The Clark County Sheriff's Office makes use of a third party telephone interpreter service. This service is available to be used by contract staff ***only if*** contract staff has been unable to locate interpreter services after positive effort has been documented as expended toward that goal. Should these interpretive services being used by Clark County, be used by Medical Contract Staff they shall follow County procedures for billing and tracking purposes. The County reserves the right to charge the Medical Contractor for these services if used, but should the use be *de minimis*, these charges will be absorbed at the discretion of the County, with their normal fees.

The SO also makes use of a third party electronic ASL service. The usage of this service will follow the *de minimis* plan listed out in the telephonic translation services. Skamania County and the Juvenile Detention programs may have alternate providers for this service.

S). PERIODIC HEALTH APPRAISALS

Contractor shall conduct annual physicals on all inmates and juveniles that have been incarcerated at the facility for over one year. A protocol or narrative defining the extent of the health assessment shall be discussed or included with this section.

T). NON-EMERGENCY HEALTH CARE REQUESTS AND SERVICES

Contractor shall conduct sick call according to NCCHC standards for jail facilities. An on-site registered nurse, midlevel practitioner or physician shall conduct the sick call clinics. In conducting these clinics, health care staff shall utilize triage protocols and shall ensure all appropriate follow-up care is provided. Oral or written requests for care are to be received daily by health staff and triaged within 24 hours. All inmates are to be seen at their site's sick call within 48 hours (72 hours for weekends or holidays) of their submission of a request for health services – sooner if the situation warrants.

There is a co-pay program in place for the CCSO facilities for which contract staff is expected to supply timely, appropriate, complete and thorough information. There is no co-pay for the juvenile detention center. A copy of the co-pay program is found in Attachment E. The Contractor shall comply with recommendations and findings of the local or state auditor as related to the administration of the inmate co-pay system.

U). URINALYSIS (UA)

The contractor will be responsible for paying for 1200 Urinalysis (UA) drug tests per year.

V). SICK CALL/SEGREGATION UNIT (INTAKE, A AND B PODS)

Contractor will ensure that healthcare assessments shall be conducted a minimum of three times weekly in the segregation units. RN staff or mental health staff will conduct assessments (to determine whether medical, mental health or dental needs contraindicate the placement or require accommodation) and provide appropriate follow-up care on a day-to-day basis. Documentation of the RN's CCLEC segregation rounds (done seven days a week) will be made on individual cell logs and in the detainee's health record and includes the date and time of the contact and the signature or initials of the health professional making the rounds. Any significant health findings are documented in the detainee's health record.

W). CLINICIAN CLINICS

Contractor will provide routine clinician clinics on weekdays. Inmates will be scheduled to see a physician or midlevel practitioner according to clinical priority. Clinician's shall see non-urgent sick call requests in a timely fashion, based on their immediacy of need and the intervention required.

X). HOSPITAL CARE

Contractor shall make every effort to accommodate appropriate care on site. Contractor shall coordinate, in cooperation with SO staff, routine outpatient/inpatient services from hospitals to meet the health care requirements of the detainee. When outside hospitalization is required, the contractor shall coordinate with the security staff in arranging transportation and correctional deputy coverage. **All** transport information shall be kept confidential from inmates (and/or their families) for security reasons.

The contractor is responsible for utilization review for all law enforcement inmates, who are arrested and subsequently booked into the Clark County Jail, Jail Work Center or Juvenile Detention Center, within 10 days of utilization of outpatient/inpatient services, to include pre-approvals, case management, discharge planning.

Local area hospitals include Peace Health Southwest Medical Center and Legacy – Salmon Creek. There are no secure units or wards at either hospital.

Contractor shall be responsible for quality assurance for all costs associated with outside consults and inpatient hospitalizations. This shall include but not be limited to the pre-notification of all outside vender use and the hospitalization of all inmates.

Contractor shall avail themselves of the CCSO's agreement with the Health Care Authority to enroll detained personnel in Medicaid.

Y). SPECIALTY CARE AND REFERRALS

Contractor shall make every effort to accommodate appropriate care on site. Contractor shall make referral arrangements with specialists for the treatment of those inmates with health care problems, which may extend beyond the healthcare services provided on-site. All outside referrals shall be coordinated with the County for security arrangements that will be kept confidential from inmates.

Contractor shall operate on-site specialty clinics at the Main Jail or Juvenile facility. Contractor shall identify, in their staffing plan, specialty clinics to be conducted on-site as justified by the clinical workload and availability of specialists. Currently, there are no clinics provided on site. Clinics that are required (upon agreement between the Contractor and County with respect to floor space) include providing or concerned with long-term medical care lasting usually more than 90 days especially for individuals with chronic physical or mental impairment, including but not limited to orthopedics, and OB/GYN.

The contractor shall be responsible for all supplies used or ordered by the specialist, including recommended prosthetics, braces, special shoes, glasses, dentures, hearing aids, orthopedic devices, etc. The contractor shall establish policies and site-specific procedures for the provision of such items, regarding frequency of eligibility etc. The contractor shall pay for the items when the safety or well-being of the detainee/ juvenile would be adversely affected.

All specialists must be Board Certified or eligible in their respective specialty. The utilization review process developed by the contractor for approval of outside consultations or inpatient care shall be completed within five (5) working days of the request.

The contractor shall develop provisions for prenatal care. According to accepted prenatal guidelines, prenatal care shall include:

- medical examinations;
- laboratory and diagnostic tests (including offering HIV testing, counselling, and treatment when indicated);
- advice on appropriated levels of activity, safety precautions, and nutritional guidance and counseling;
- dietary supplement;
- observation for signs of toxemia; a list of specialized obstetrical services is maintained;

there is documentation of appropriate postpartum care; and a list is kept of all pregnancies and their outcomes. See also opioid MAT section for additional requirements.

There were no deliveries last year 2018 at the jail or juvenile detention facility. At any given time there are approximately 3-4 pregnant women or juveniles included in the population.

Regardless of personal or professional beliefs, female prisoners are legally entitled to abortions. Medical Contractor should have proposal include procedures for dealing with this issue.

Z). CHRONIC CARE PATIENTS

Contractor shall develop and implement a chronic disease program to decrease the frequency and severity of symptoms, prevent disease progression and complications, and improve function of affected inmates and juveniles. The responsible physician shall establish and annually approve clinical protocols consistent with national clinical practice guidelines. These clinical protocols for the management of chronic diseases include, but are not limited to:

- Asthma
- Congestive Heart Failure (CHF)
- Chronic Obstructive Pulmonary Disease (COPD)
- Diabetes
- High blood cholesterol
- HIV
- Hypertension
- Seizure disorder
- Mental illnesses
- Renal and Hepatic Disease

The chronic care provided shall entail the development and implementation of an individual treatment plan(s) by the responsible physician specifying instructions on: diet, medication, diagnostic testing, frequency of follow-up medical evaluation, and adjustment of treatment modalities as clinically indicated. Chronic care patients shall be provided a review by a physician, minimally every three months. Upon completion of detainment, these individuals shall be provided with either a paid prescription or a 14-day supply of prescription medication(s) for on-going health issues, per 'Wakefield v. Thompson, 177 F.3d 1160 (9th Cir. 05/27/1999)' They shall also, as necessary, be transported to an appropriate care facility. A roster of chronic care patients shall be maintained. This 14-day supply shall also apply to those in MAT programs.

AA). EMERGENCY CARE

The contractor shall provide Red Cross certified First Responder emergency medical services on-site at the main jail facility 24 hours per day seven (7) days per week. Arrangements must be made for required emergency services beyond on-site capabilities with appropriate community resources. The contractor shall be responsible for arranging all emergency transportation including ambulance services. Contractor will be responsible for providing emergency treatment to visitors, staff, employees, or subcontractors of the County who become ill or are injured while at the Clark County Law Enforcement Center (Sheriff's Office), Jail Work Center or Juvenile Detention. Contractor will be responsible for training staff and maintaining emergency response kits or bags. These bags/kits will include an AED device among other items deemed necessary by Contractor and County. Treatment will consist of stabilization and referral to a personal physician or local hospital. The medical director and health administrator shall be on-call 24 hours per day.

AB). MEDICAL OBSERVATION UNIT

The contractor shall operate a 6 – cell medical observation unit. This unit has two negative pressure rooms. A separate inpatient record (or separate section in the patient's ambulatory care record) is to be created upon a detainee's admission to the unit. RN coverage shall be adequate to care for inmates admitted to the unit. In certain unique circumstances, jail staff may house people in this unit that do not have medical problems (e.g. high profile individuals).

There are no medical observation cells or housing available at the juvenile detention center or Skamania County.

Upon rare occasion, CCSO will house a person requiring significant medical care. While these instances are few, these individuals must be provided the standard of care that needs community and applicable corrections standards. In these extraordinary cases, CCSO will partner with the medical vendor by allowing vendor contracted C.N.A.s or hospice staff to provide the appropriate additional care.

AC). ORAL CARE

The contractor must provide the dental services that comply with NCCHC standards (J-E-06). They at a minimum will include:

- Oral screening by a dentist or qualified health care professional trained by a dentist within fourteen (14) days or sooner, of booking;
- Dental treatment not limited to fillings and extractions provided upon clinical indications;
- Oral treatment includes the full range of services that in the supervising dentists judgement are necessary for maintaining the patients' health;
- Prevention of dental disease and oral hygiene education provided within one (1) month of booking;
- Referral to a dental specialist as needed;
- Provision for emergency care;
- Provision of all dental prosthetics and lab services; and
- Provision of maxillofacial surgery services, when indicated.

There is an on-site dental operatory at the CCSO Main Jail.

AD). ANCILLARY SERVICES

The contractor shall utilize on-site facility ancillary services to their fullest extent and shall be responsible for the cost of all on-site and off-site laboratory, x-ray, and other diagnostic services as required, indicated and ordered by contractor or outside specialist from contractor referrals. The contractor shall arrange for regular laboratory, x-ray, ultra-sound and EKG services. Contractor staff shall receive training on performing EKGs. Contractor shall have a contract with a certified laboratory to perform lab services.

A clinician shall review all laboratory results within 24-48 hours after receipt of test results to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and laboratory results. The clinician on-call will be notified immediately of all STAT reports as well as all critically abnormal results. A list of critically abnormal lab values will be available for healthcare staff reference at all times.

All routine x-rays shall be provided by contractor on-site at the facility by utilizing on-site portable x-ray services at the jail and mobile x-ray services at the juvenile facility. X-rays shall be read by a Board Certified or eligible radiologist and taken by a registered technician. Abnormal x-ray results shall be called or faxed to the healthcare staff and relayed to the clinician in house or on call immediately for disposition. Contractor shall ensure that all results are reported to the institution and placed in the medical record within twenty-four hours. Under the current "sight and sound" laws, juveniles may not be brought to the main jail for services. It is necessary that a mobile x-ray contract be used for the juvenile detention facility.

AE). THERAPEUTIC DIET PROGRAM

Contractor will monitor and make recommendations for inmates with regard to therapeutic diets. A registered or licensed dietitian contracted to the County evaluates regular and therapeutic diets for nutritional adequacy at least every six months. Current food services are provided by the County at the respective facilities. For further information regarding the therapeutic diet program during the contract, contractors may call Food Services Manager. Protein or nutritional supplements ordered by the contractor are the fiscal responsibility of the contractor.

AF). PHARMACY SERVICES

The contractor will ensure that pharmacy services and contractor staff comply with all applicable state and federal regulations regarding prescribing, dispensing, administering, procuring, and storing pharmaceuticals.

Prescriptions are to be provided in unit dose and are received within 24 hours after they are ordered. Contractor, if using a remote pharmacy, will have an agreement with a local pharmacy to provide emergency orders.

Contractor shall establish and maintain procedures that allow for delivery six days a week. There is a “keep on person” medication policy for certain prescriptions and certain inmates at the Jail Work Center. Appropriately licensed personnel shall administer all other medication (at least LPN).

The contractor shall maintain starter doses of medications, which, if not readily available, could compromise the detainee's health status. Additionally, the contractor will ensure that all inmates have access to their prescribed medications, whether in a facility, on work detail, in court or in transport.

The contractor shall provide routine consultations regarding all phases of the institution's pharmacy operation. The contractor shall provide oversight of the pharmacy operation with a minimum of quarterly consultant pharmacy visits and written reviews by a registered pharmacist at all sites; Main Jail, Jail Work Center, Juvenile Detention, and if included Skamania County.

Contractor shall include a medication administration record to include all information contained on the prescription label and the name of the practitioner who prescribed the medication. Every dose of medication shall be recorded on this record, with the time administered and the name or initials of the person who administered the dosage. The medication record shall have an individual acknowledgement for each dose per the EMR system set up.

The contractor is strongly encouraged to use liquid psychotropic medications, if possible, on patients that have a history of violence and non-compliance with medication policies.

Contractor shall supply paid prescription at a local pharmacy (and near proximity of the facility) or medication for 14 days of necessary continuing medication that for released inmates. ‘Wakefield v. Thompson, 177 F.3d 1160 (9th Cir. 5/27/1997)’

Pharmacy services shall include the availability to support a full Medication Assisted Treatment (MAT) program for opioid addiction, including but not limited to Methadone, buprenorphine and naloxone.

Contractor shall supply a list of their standard medication formulary with proposal and liquid alternatives for inmates with swallowing issues, or history of hording (palming or “cheeking”) medications and causing a jail security situation.

AG). MENTAL HEALTH

The contractor will be responsible for the provision of mental health counseling, and psychiatric services at the Jail and Jail Work Center.

Contractor will provide 24-hour on-call psychiatric services for inmates in all contracted facilities experiencing crisis, psychosis, active or potentially suicidal ideation, depression, emotional/cognitive disorder, or other acute or chronic mental health issues.

Mental health services will consist of psychiatric and mental health counseling services to include:

- crisis intervention and referral and/or commitment for inmates who require more intense care than available at the institution;
- mental health evaluation of inmates exhibiting unusual or bizarre behavior;
- step up housing and services program for inmates under psychiatric or mental health counseling in conjunction and consultation with the main jail classification supervisor or duty supervisor;
- monitoring of all inmates receiving psychotropic medication;
- development of policies and procedures for distribution of psychotropic medication to maximize the potential for safety and compliance;
- development of suicide prevention procedures; step up program from acute suicide watch to be followed by health care in conjunction with existing policies and procedures used by security staff;
- active and effective communication between corrections staff and Mental Health Services regarding need to know information to ensure the safety of inmates and staff.
- thorough documentation of service delivery in the health record; and
- maintenance of logs, reports, and service delivery;
- cooperation with the main jail discharge planners to develop a discharge plan for the inmates release to recommended or required mental health services;
- participation in an integrated and multidisciplinary team (including corrections staff) to develop treatment plans for inmates displaying manipulative behaviors or disruptive behaviors that challenge the orderly operation of the jails;

The Contractor will assist, when requested, in post-trauma incident debriefings and critiques.

The contractor shall participate and cooperate with the Community Health Services and the designated crisis response personnel (DCR). Contractors shall cooperate with other community mental health agencies to coordinate the care of vulnerable inmates.

AH). HEALTH EDUCATION OF INMATES

Contractor will ensure that inmates receive individual health education and instruction in self-care for their health conditions. This shall be documented in their individual health records.

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

Contractor shall work closely with corrections staff (specifically reentry personnel) to provide proper assistance and programming for successful inmate recidivism reduction.

AI). TRANSFER OF MEDICAL INFORMATION

All detainee transfers received from other agencies or transferred to the Clark County Law Enforcement Center or Juvenile Detention Center shall be screened by medical personnel for acute or chronic conditions, communicable diseases, mental status evaluation and current medications.

The contractor shall develop, implement, and maintain a procedure for the transfer of pertinent medical information to emergency facilities and outside specialty consultants and for inmates that are transferred to the State prison or other detention institutions.

AJ). MEDICAL RECORDS

Contractor shall implement an electronic medical record system utilizing its own chart forms in compliance with best practices and industry standards. County has an interest in EPIC being an option explored for this, for its interoperability component. However, vendor does not need to limit their proposal to only the EPIC system. At a minimum, the health record will contain and utilize the following:

- Identifying information (name, ID number, date of birth, sex)
- Problem list (known medical and mental health diagnoses/treatments, allergies)
- Receiving screening and health assessment forms
- Progress notes, notes of all significant findings, diagnoses, treatments, and dispositions,
- Clinician orders for prescribed medications and medication administration records
- Reports of laboratory, x-ray, and diagnostic studies
- Flow sheets; including chronic conditions and pregnancy
- Consent and refusal forms
- Release of information forms
- Results of specialty consultations and off-site referrals
- Discharge summaries of hospitalizations and other in-patient stays
- Special needs treatment plans, if applicable
- Immunization records
- Place, date and time of each clinical encounter
- Signature and title of each documenter.
- Medication Administration Records (MAR)

Records shall ensure that accurate, uniformly organized, comprehensible, segregated, legible, up-to-date medical information is maintained on each detainee under its care. Medical records will be considered confidential. Contractor shall ensure specific compliance with standards regarding confidentiality, informed consent, and access/disclosure. Procedures will be instituted for the receipt and filing of all outside consults, emergency room visits and inpatient hospitalizations.

The contractor shall comply with Washington State statute regarding retention of health records. All medical records are the property of the County. All personal information shall be handled appropriately per State and Federal Laws. This shall be included in Policy and Procedures manuals. County will be responsible for the removal and destruction of confidential information.

Contractor shall be responsible to transfer or interface to retrieve existing EMR from previous vendor's EMR system.

AK). INFECTIOUS WASTE DISPOSAL

Contractor shall make provision for and cover the cost of collection, storage, and removal of medical waste and sharps containers in accordance with state and federal regulations.

The Clark County Sheriff's Office makes use of a third party vendor for this service. This service may be available to be used by contract staff only if contract staff has been unable to locate services after positive effort has been documented as expended toward that goal. Should these services being used by Clark County, be used by Medical Contract Staff they shall follow County procedures. The County reserves the right to charge the Medical Contractor for these services if used, but should the use be *de minimis*, these charges will be absorbed at the discretion of the County, with their normal fees.

AL). SUPPLIES AND EQUIPMENT

The contractor is responsible for the cost of all additional supplies and equipment needed to provide health care. Contractor must ensure that such items remain in good working order. Contractors may make a visual inspection of equipment during the tour. The contractor will be

responsible for the repair, maintenance, and required calibrations of equipment. Contractor shall supply office equipment utilized by the health staff in the performance of their duties such as desks, chairs, fax machines and computers, etc. All equipment provided will remain the property of the County. Contractor shall be responsible for special line charges relating to facsimile or computer equipment. Contractor shall be responsible for provisions for the installation of computers. Copy machine and supplies are County leased and maintained.

Contractor shall be responsible for procuring and stocking all medical and pharmaceutical supplies for the routine and specialty care of all inmates. All remaining supplies shall be converted to County inventory at the termination of the contract.

The contractor will keep at least three Automated External Defibrillator (AED) on site. The contractor will ensure that medical staff is trained in its use.

AM). FACILITY AND SECURITY RESPONSIBILITIES

The County will provide, at its discretion, the contractor with office space, examination rooms, and utilities, except for long-distance phone services (which will be credit card or billed by the contractor) to enable the contractor to perform its obligations and duties under the contract.

The County shall provide security staff for off-site supervision and transportation of inmates for medical services.

The County may provide security services for the medical personnel.
Contractor may present optional proposals. Juvenile and Skamania will be responsible for any security measures at their respective sites.

The County shall provide housekeeping, cleaning supplies and laundry services on existing normal schedules.

AN). DISASTER PLAN

Contractor shall develop procedures for a disaster plan in the event of a man-made or natural disaster. Development of the plan shall be coordinated with the institution's security plan, incorporated into the overall emergency plan, and made known to all personnel. Review of the health aspects of the disaster plan shall be part of the initial orientation of new personnel and drilled annually with all health care staff. The drills will be captured on a drill form and post-drill analysis will result in the development of an action plan for improvement.

The Contractor shall also develop procedures for a large outbreak or epidemic. Development of the plan shall be coordinated with the institution's security plan, incorporated into the overall emergency plan, and made known to all personnel. Review of the health aspects of this plan shall be part of the initial orientation of new personnel and drilled annually with all health care staff. The drills will be captured on a drill form and post-drill analysis will result in the development of an action plan for improvement.

AO). PROGRAM SUPPORT SERVICES

In addition to providing on-site, off-site and personnel services, the contractor shall also be expected to provide professional management services to support the medical program. These additional support services are as follows:

1) Continuous Quality Improvement Committee

The contractor shall institute a multidisciplinary continuous quality improvement (CQI) committee within the first quarter of the contract that will monitor the health services provided. Formulation discussion should include committee membership, frequency of meetings, thresholds for evaluation, collection of data, corrective action plans and communication of results. The CQI program shall complete at least one process and one outcome study annually regarding fundamental aspects of the health care system. In the case of a death of a detainee, the contractor shall ensure that an administrative review, a clinical mortality review and, in the case of a suicide, a psychological autopsy are conducted, as defined by NCCHC

standards.

2) Medical Audit Committee

The contractor shall institute a medical audit program that will include regular chart reviews by physicians and RN healthcare staff of outpatient and inpatient medical records to evaluate the timeliness and appropriateness of the health care provided to the inmates. Chart reviews, deliberations, and actions taken as a result of reviews shall be documented. Reports will be provided to the Sheriff's Office administration by the 10th of the following month following the meeting or action.

3) Infection Control

An effective infection prevention and control program shall be implemented by the contractor that includes concurrent surveillance of patients and staff, preventive techniques, and treatment and reporting of infections in accordance with local and state laws. The program shall comply with CDC guidelines and OSHA regulations. The responsible health authority ensures that:

- Appropriate medical, dental and laboratory equipment and instruments are decontaminated
- Personal Protective Equipment (PPE)
- Infection Control Engineering
- Handwashing Stations (County may provide access upon agreement)
- Injury exposure protocols, including but not limited to needle sticks
- Infection control plan that meets or exceeds NCCHC J-B-02 of the 2018 NCCHC Standards for Heath Services in Jails
- Sharps and biohazard wastes are disposed of properly
- Surveillance to detect inmates with serious infectious and communicable disease is effective
- Immunizations to prevent disease are provided when appropriate,
- Infected patients receive medically indicated care, and
- If appropriate, inmates with contagious diseases are medically isolated.
- The contractor shall be responsible to file all reports required by local, state, and federal laws and regulations. A written exposure control plan and the use of standard precautions are required. Active communication and coordination with the local health department regarding communicable disease and public health issues is encouraged. Contractor shall follow Washington State Law on the reporting of notifiable conditions to the local health department.

4) Detainee Grievances/Complaints

The contractor shall specify the policies and procedures to be followed in dealing with detainee complaints regarding any aspect of the health care delivery system. The contractor shall maintain monthly statistics of grievances filed i.e. those with and without merit as well as a process to identify any trends developing over time which might indicate an ongoing problem with service(s). All grievance procedures shall be in accordance with the County's current and subsequent policies, procedures, practices and method of acceptance and response (examples include but are not limited to an electronic inmate submission and response system to replace the current pen and paper process). The County reserves the right to review any detainee complaint and review the contractor's actions. The contractor must implement the County's recommendations in disputed cases. Contractor will follow county's timelines for responses.

5) Detainee Litigation

The contractor shall immediately notify the Sheriff or his/her designee, when served with potential or actual process regarding detainee litigation and cooperate with County Officials in any legal matters relating to correctional health care involving Clark County as a named party.

6) Policy & Procedure

The contractor shall be responsible for the development, maintenance, and annual review of administrative and operational policies and site-specific procedures, in coordination with the Sheriff's Office personnel. All of the operational aspects of health care delivery discussed previously in this RFP are to be addressed by written and electronic policy and site-specific procedures. Policies and procedures shall be site specific, fully implemented and will define the health care operations and accurately reflect the actual workflows and interventions by personnel. Full operational procedures shall be in place by the end of the first quarter of the contract. Failure to meet this requirement shall result in a notification of deficiency. All policies and procedures shall be designed to meet NCCHC, ACA and Clark County Jail Standards. Contractor's policies shall be congruent with those of the Clark County Sheriff Office, Main Jail, Jail Work Center, Clark County Juvenile Detention Center and potentially Skamania County Jail. Contractor will also familiarize themselves and their staff with the policy and procedures of the Clark County Sheriff's Office, Main Jail, Jail Work Center, Clark County Juvenile Detention Center, and potentially Skamania County Jail.

7) Utilization Review

The contractor shall establish a utilization review program for the review and analysis of the utilization of off-site referrals including subspecialty and inpatient stays. The program shall include non-urgent hospitalization, pre-certification, urgent hospital certification, concurrent review, prospective denial, discharge planning, and prior authorization of targeted procedures, e.g., MRI and CAT scans. The utilization management program shall demonstrate that the use of outside service has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically indicated. This information will be presented to Jail Administration within 15 days of the end of referral.

The contractor shall not offer financial rewards to its employees or subcontractors as an incentive to limit care or the availability of care or to use excessive referrals to outside providers.

8) Strategic Planning and Consultation

The contractor shall indicate its capability and willingness for strategic operational planning and medical and administrative consultation concerning new construction, operational planning etc. should such a need arise.

9) Credentialing

The contractor shall specify its credentialing procedures for professional staff employed at the facility, based on the current NCCHC standards. Procedures shall meet the requirements of local and state jurisdictions. Copies of all current nursing and physician licenses, DEA numbers, and Board Certification information shall be kept on-file in the nursing administrator's office in a locked cabinet, and supplied to Jail Administration during the Clearance process. This information shall be made available to Sheriff's Office administration upon request. All licensure and credentialing shall be completed by the Contractor for position applicants prior to the request for security clearance. All personnel shall have current licenses to practice unencumbered in the state of Washington.

10) Risk Management and Mortality Review

The contractor shall indicate its risk management plan and discuss its procedures for dealing with critical incidents. The contractor shall be responsible for establishing and providing evidence of a formal mortality review process on all cases that involve a death or near death. The County's attorney, risk manager or designee shall be included in any mortality review. Copies of such reports will also be given to the appropriate facility representative after such review, upon request.

11) Pharmacy and Therapeutics Committee

The contractor shall implement a pharmacy and therapeutic committee, which shall be responsible for additions/deletions to formulary lists, monitoring usage of pharmaceuticals including psychotropics and identifying prescribing patterns of practitioners. Quarterly written consultation reviews of the pharmacy by a consultant pharmacist shall be required for each

site: Main Jail, Jail Work Center and Juvenile Detention.

12) Safety and Sanitation Inspections

The contractor shall coordinate monthly safety and sanitation inspections of the institution food service, housing, and work areas with designated County personnel. The contractor shall make appropriate recommendations for corrections on discrepancies or citations noted.

13) Administrative Meetings and Reports

The contractor shall coordinate with the Jail medical designee to discuss health care services. Minutes or summaries shall be maintained and distributed to attendees and contract file with copies retained for future reference. The contractor shall conduct at minimum; a monthly management meeting attended by the Jail medical designee and Independent Contract Monitor and submits a daily report of unusual or relevant information, which includes detainee hospitalization.

The contractor shall conduct and maintain minutes of health staff meetings conducted on a monthly basis. Meetings related to infection control and quality improvement shall be held on a quarterly basis.

The contractor shall prepare and participate in external reviews, inspections, and audits as requested and shall participate in the preparation of responses to critiques. The contractor shall develop and implement plans to address/correct identified deficiencies.

Minutes and reports from all committee meetings, minutes and inspections, etc. shall be forwarded to the Jail medical liaison, contract file, and the independent contract monitor within ten (10) days of the item.

14) Statistical Data

The contractor shall describe its management information system; this shall be computerized for audit and reckoning purposes. The contractor shall be required to keep statistical data related to the detainee health care program, which shall include utilization of service statistics and other areas that the contractor and County agree would be useful to evaluate the health care program and anticipate future needs. The contractor shall prepare statistical reports on a monthly basis. The contractor shall provide a narrative monthly report delineating the status of the health care program, which also identifies potential problems and discusses their resolution. A complete annual report of utilization statistics and narrative summary delineating accomplishments of the contractor shall also be provided on an annual basis. The contractor shall also provide amounts required for staffing and pharmaceuticals on a monthly basis for county's auditing and payment purposes. All statistics shall be available to the County on the 10th of the following month (e.g. February 10 for January information).

15) Cost Containment Program

The contractor shall specify a detailed plan for the implementation and operation of a cost containment program. Addressed in this section shall be the mechanism(s) by which the contractor plans to control costs, areas in which cost savings will be achieved and evidence of the success of such a program at other contractor sites.

16) Medical Billing

All billings and billing communications for care provided outside the facility shall come to Jail Administration.

All diagnostic services are the responsibility of the contractor.

All Emergency Department visits will be the responsibility of the contractor - including related transportation costs.

All Hospital Costs regardless of duration of stay will be the responsibility of the Contractor.

All other outside medical services will be the responsibility of the County. Contractor will make

every effort to minimize outside vendors while providing community standard health care to inmates.

Contractor is encouraged to make use of County's agreement with Washington State's Health Care Authority. Contractor has 10 days from determination of detainee's acceptance or denial to notify Jail Administration so that appropriate and timely billing may be affected.

AP). CONTRACT TRANSITION

The contractor must demonstrate how it would make the transition from the current contract provider. The timetable for transition is 30-45 days. The transition plan should address an orderly and efficient start-up. The contractor should emphasize their past experience in implementing contracts and successes in this area.

A detailed plan should be submitted with the proposal that addresses at a minimum how the following issues will be handed and transferred:

- Recruitment of current and new staff including physicians
- Subcontractors and specialists
- Hospital services
- Pharmaceutical, laboratory, radiology, and medical supplies
- Identification and assuming of current medical care cases
- Equipment and inventory
- Medical record management
- Orientation and Clearance of new staff

The contractor should include personnel that will be assigned to supervise and monitor the transition from the current system to the contractor's system, which should include timetables for completion.

2. County Performed Work

The County shall provide security for the contractor's employees and agents consistent with security provided to other Clark County Sheriff's Office employees. Juvenile Department and Skamania County will be responsible for security at their locations consistent with their policies and procedures.

Any person entering the facility is subject to a criminal history check to be granted entry to the secure portion of the facility. All personnel providing services under the contract shall be required to pass an exhaustive background investigation conducted on behalf of the County for approval to provide services to inmates under this contract. Additionally, all personnel performing on-site services may be required to undergo random urinalysis or blood test.

Items that are reviewed in a typical background may include most, if not all, of the following components; Criminal History Check, Driver's License Check, Work History Check, Educational History Check, Professional License Check, Reference Check, Neighbor Check, Credit Check, and Drug Testing.

Typical items that will not pass this background check include: conviction of a felony, use of illegal substance within the last 12 months, misuse of prescribed substance within the last three years, one (or more) driving under the influence, deception or fraud during the hiring process, non-availability for shift work, dishonorable discharge for any branch of the military, three or more employment terminations (or resignation in lieu of termination), lack of proper documentation.

3. Deliverables & Schedule

Included in 1B is an overarching description of medical services that contain several deliverables and schedules. Those are defined within that portion of the text of this request. All reports are due no later than 10 days after incident or close of reporting period.

4. Place of Performance

Contract performance may take place in the County's facilities, the Proposer's facility, a third party location, potentially Skamania County Jail, or any combination thereof. Buildings and areas are described in 1A3. Clark County buildings and areas will be toured in the Mandatory Pre-Submittal meeting. Photos of the Jail Work Center and Skamania County facilities will be viewed at the Pre-Submittal Walk through described in section 2A1.

5. Period of Performance

A contract awarded as a result of this RFP will be for three (3) years and is intended to begin February 1, 2020 and end January 31, 2023.

The County reserves the right to extend the contract resulting from this RFP for a period of three (3), one (1) year extensions, with the same terms and conditions by service of a written notice of its intension to do so prior to the contract termination date.

6. Public Disclosure

This procurement is subject to the Washington Public Records Act (the "Act"), chapter 42.56 RCW. Once in the County's possession, all of the RFP Submittals shall be considered public records and available for public records inspection and copying, unless exempt under the Act.

If a Respondent or Proposer considers any portion of an RFP Submittal to be protected under the law, whether in electronic or hard copy form, the Respondent or Proposer shall clearly identify each such portion with the word "PROPRIETARY. If a request is made for disclosure of such a portion, the County will determine whether it should be made available under the Act. If the county determines that such a record(s) is subject to disclosure, the County will notify the Respondent or Proposer in writing of the request and allow the Respondent or Proposer ten (10) days to obtain a court order enjoining release of the record(s). If the Respondent or Proposer does not take such action within the ten (10) day period, the County will release the portions of the RFP Submittal deemed subject to disclosure. All Respondents and Proposers who provide RFP Submittals for this procurement accept the procedures described above and agree that the County shall not be responsible or liable in any way for any losses that the party may incur from the disclosure of records to a third party who requests them.

7. Insurance/Bond

A. **Commercial General Liability (CGL) Insurance** written under ISO Form CG0001 or its latest equivalent with minimum limits of $1,000,000 per occurrence and in the aggregate for each one year policy period. This policy will renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than $1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than $50,000 unless prior arrangements are made with Clark County on a case by case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

B. **Automobile**

If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of $500,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a $1,000,000 annual aggregate limit. If the Proposer does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Proposer letterhead shall be submitted by the Proposer.

C. **Professional Liability (aka Errors and Omissions)**

The Proposer shall obtain, at Proposer's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of $2,000,000 per occurrence, with a maximum deductible of $25,000. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.

D. **Proof of Insurance**

Proof of Insurance shall be provided prior to the starting of the contract performance.
Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30

day written notice by mail. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

All policies must have a Best's Rating of A-VII or better.

8. Plan Holders List

All proposers are required to be listed on the plan holders list.

✓ Prior to submission of proposal, please confirm your organization is on the Plan Holders List below:

To view the Plan Holders List, please click on the link below or copy and paste into your browser.

Clark County RFP site:
http://www.clark.wa.gov/general-services/purchasing/rfp.html

- If your organization is NOT listed, submit Attachment B – 'Letter of Interest' to ensure your inclusion.

- Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.

Part II Proposal Preparation and Submittal

Section IIA Pre-Submittal Meeting / Clarification

1. Pre-Submittal Meeting

A Mandatory Pre-Submittal meeting will be held on September 5, 2019 at 1:00 p.m. to allow for no more than two representatives from proposer to tour the spaces available.
The meeting will be held at 707 W. 13th Street, Vancouver WA 98666 and shall meet in the Jail lobby to sign in.

All those attending the conference must submit for and successfully obtain facility clearance by August 26, 2019. The clearance form is Attachment C.

The response given to any question given orally during the pre-submittal meeting and tour is to be considered tentative and non-binding on the County. After the meeting, an official response to questions shall be published in writing. This is to ensure accurate, consistent responses to all vendors.

No other conferences or tours will be scheduled or conducted.

2. Proposal Clarification

Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page. The deadline for submitting such questions/clarifications is **seven calendar days prior to the due date for proposals.**

An addendum will be issued no later than **six calendar days prior to the proposal due date** to all recorded holders of the RFP if a substantive clarification is in order.

The Questions & Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their proposal.

Clark County RFP site:
http://www.clark.wa.gov/general-services/purchasing/rfp.html

Section IIB Proposal Submission

1. Proposals Due

Sealed proposals must be received no later than the date, time and location specified on the cover of this document.

The outside of the envelope/package shall clearly identify:
1. RFP Number and;
2. TITLE and;
3. Name and address of the proposer.

Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.

Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.

2. Proposal

Proposals must be clear, succinct and not exceed 150 pages, excluding resumes, E-Verify and coversheet. Proposer's who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable.

The County discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.

Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

Additional support documents, such as sales brochures, should be included with each copy unless otherwise specified.

Section IIC Proposal Content

1. Cover Sheet

This form is to be used as your proposal Cover Sheet.
See Cover Sheet - Attachment A.

2. Project Team

Provide the name, a brief history and description of your firm. Include your firm's most recent annual report. Specify experience in providing healthcare.

Name and title of person(s) authorized to bind the contractor, together with the main office address, and telephone numbers. Once awarded, successful vendor must continue to keep this information up to date.

Name and title of person(s) who will be managing the local site, including telephone numbers. Once awarded, successful proposer will keep this information up to date.

3. Management Approach

Detail your firm, group or corporation's experience with health care services for similarly sized populations and types of facilities. Highlight evidence of achievements in this area. While not restrictive, of particular interest would be experience with detained or closed populations.

4. Respondent's Capabilities

Provide a list of present clients including:

- Contact person
- Date of original contract and expiration date
- Number of renewals
- Type and size of population
- Dollar amount of contract
- Urgent care experience
- Chronic care experience
- Emergent care experience

5. Project Approach and Understanding

Detail your group's experience with healthcare services for similarly sized populations and types of facilities. Highlight evidence of achievements in this area. While not restrictive, of particular interest would be experience with detained and closed populations.

Specify facilities you where you currently are accredited by ACA, NCCHC or JCAHO. State whether or not the facility was accredited by your organization. Please include the following:

- Name of facility
- Accrediting agency

Include dates of re-accreditation.

6. Proposed Cost

BASE PRICE

Provide a base price for the program. After the base price, please provide a line item cost for salary and benefits as well as prescription prices. The County draws on various budgets for this contract and needs the break out of costing. A monthly adjustment for population is typical. County's current agreement for such is as follows:

The County and Contractor agree that the annual base price is based on the monthly average daily population (ADP) of 650 inmates (combined applicable adults and juveniles). If daily inmate population is greater than or less than 50 inmates for the month, the compensation payable by the County to the Contractor is subject to adjustment by a variable cost per diem rate of $2.00. The variable cost per diem rate will apply to any adult / juvenile inmate combined population greater than fifty (50) individuals higher or lower than the base ADP of 650. The daily inmate resident population shall be calculated by adding the total adult and juvenile population by head count totals taken each morning and subtracting the work release inmates who are outside the terms of this agreement. The headcount for each day will be totaled at the end of the month and divided by the number of days in the month to determine the ADP for the month. The ADP will be compared to the base population range of 600 to 700 (700 plus or minus 50). The number of inmates over or under the range will be calculated for the month. This total will then be multiplied by the variable cost per diem rate and by the number of days in the month to arrive at the net adjustment to the base compensation payable to the Contractor, or as a credit to the County, for the month.

ANNUAL ADJUSTMENT

Percentage increase or decrease in the base price for subsequent year terms. The annual adjustment may not exceed 5% or the medical component of the consumer price index during the initial three-year term, whichever is lower without negotiating.

ALTERNATE PRICING ARRANGEMENT.

Identify any alternative pricing and describe the program as well as potential risks or benefits to the County.

7. Employment Verification

Please refer to section 1A.6. – E-Verify

IMPORTANT NOTE: Include this portion of the response immediately AFTER the cover page, if not already on file with Clark County. Current vendors on file can be viewed at: **https://www.clark.wa.gov/general-services/purchasing-overview**

Part III Proposal Evaluation & Contract Award

Section IIIA Proposal Review and Selection

1. Evaluation and Selection:

Proposals received in response to this RFP will be evaluated by a Review Committee. Committee review results and recommendations may be presented to an appropriate advisory board prior to the consent process with the Clark County Board of Councilors.

2. Evaluation Criteria Scoring

Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.

A one hundred (100) point system will be used to score all responsive submittals. The top tier of proposals will be invited to present to the proposal evaluation group for a possible additional one hundred (100) points. The scoring criteria and system is as follows:

Written Proposal Criteria	
Proposal approach/quality	25
Innovation / Experience	15
Work history / Examples	10
Product Demonstration	20
Cost	5
References	25
Total Points	100
Presentation Criteria	
Contractor's Comprehension of the required Scope of Services	35
Contractor Qualification	20
Total Proposed Price	20
Client References	10
Staffing	15
Total Points	100

Section IIIB Contract Award

1. Consultant Selection

The County will award a contract to the highest scoring Proposer. Should the County not reach a favorable agreement with the highest scoring Proposer, the County shall suspend or terminate negotiations and commence negotiations with the second highest scoring Proposer and so on until a favorable agreement is reached.

2. Contract Development

The proposal and all responses provided by the successful Vendor will become a part of the final contract.

3. Award Review

The public may view proposal documents after contract execution. However, any proprietary information so designated by the Proposer as a 'trade secret' will not be disclosed unless the Clark County Prosecuting Attorney determines that disclosure is required. At this time, Proposers not awarded the contract, may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

4. Orientation/Kick-off Meeting

Contact negotiations will begin after a successful vendor is chosen following the presentations of the top tier applicants on November 13, 2019 at the CCSO. CCSO intends to complete negotiations in November 2019. Following Clark County Council and Administrator authorization of the contract at the first available meeting, scheduling for transition will begin.

Request for Proposal #764
MEDICAL SERVICES for INMATES

ATTACHMENT A: COVER SHEET

General Information:

Legal Name of Applicant/Company/Agency _____

Street Address _____ City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ Fax _____

Program Location (if different than above) _____

Email address _____

Tax Identification Number _____

ADDENDUM:

Proposer shall acknowledge receipt of Addenda by checking the appropriate box(es).

None ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐

NOTE: Failure to acknowledge receipt of Addendum may render the proposal non-responsive.

Total Funds Requested Under this Proposal $ _____

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Council.

_____ _____
Signature, Administrator of Applicant Agency Date

Request for Proposal #764
MEDICAL SERVICES for INMATES

Attachment B: LETTER OF INTEREST

Legal Name of Applicant Agency_____

Street Address_____

City_____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____Fax_____

Program Location (if different than above) _____

Email address _____

- All proposers are required to be included on the plan holders list.
- If your organization is NOT listed, submit the 'Letter of Interest" to ensure your inclusion.

Email Letter of Interest: Attachment B to*: Koni.Odell@clark.wa.gov or Priscilla.Ricci@clark.wa.gov*

Clark County web link:
http://www.clark.wa.gov/general-services/purchasing/rfp.html

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

Attachment C

Clark County Sheriff's Office
Jail Clearance Application & Agreement

PLEASE PRINT CLEARLY

OFFICIAL USE ONLY	
Date	PSN
Method of Receipt	

Last Name	First Name	M.I.	List any other names you have ever been known by

Date of Birth (MM/DD/YYYY)	State of Birth	Social Security Number	Sex	Race	Height	Weight	Hair	Eyes

Mailing Address	City	State	Zip Code

Driver License Number and State Issued	Contact Phone	Cell Phone	E-mail Address

Professional Visiting Hours

8:00 A.M. - 11:30 A.M.
11:30 - 1:00 P.M. CLOSED
1:00 P.M. - 4:30 P.M.
4:30 - 6:00 P.M. CLOSED
6:00 - 10:00 P.M.
Volunteers should verify program times with the group coordinator prior to arrival.

Specify the purpose for jail access, and include the name(s) of inmate(s):

For 2019 Clark County Medical RFP Mandatory Walk Through on September 5, 2019
Paperwork MUST be received on or before August 26, 2019

Employer or Program Representing	Your Position or Role

In addition to this application and agreement, relevant supplemental materials MUST be included with submission:

* **Copy of professional license or certification of qualifications**
* **Copy of active sworn commission**
* **Letter of appointment or written request from inmate's criminal counsel**
* **Signed court order or written authorization from Indigent Defense**
* **Letter of referral from designated program coordinator**
* **Valid government issued photo ID and applicable employment ID**

Return COMPLETED and SIGNED Application/Agreement AND required supplemental materials to:

Clark County Jail Administration
FAX: (360) 397-6010
or EMAIL:
cntysheriff.jailadministration@clark.wa.gov

PLEASE READ AND SIGN PAGES 1 & 2

* I acknowledge and fully understand Professional Jail Clearance is granted to conduct professional business related matters only. I recognize I am not allowed to have contact with incarcerated friends or family members using a clearance granted for professional business or program participation purposes. Any contact I have with a friend or family member who may be incarcerated will be accomplished in accordance with standard inmate visiting rules and protocols, separate from this agreement. I understand the jail is open for professional visits during specific hours, and that access is granted on a first come first served basis according to purpose. I expect reasonable delays and will conduct myself in a professional and courteous manner at all times.
* **I am aware that incomplete applications, and those lacking required applicable supplemental materials (listed above) WILL NOT be processed.** I agree to update the Jail Clearance Manager with my contact information at least annually, and failure to report changes may be grounds to deny access. I also understand clearance files are inactivated after one year of non-use, and destroyed after two. **I have had my questions and concerns addressed by a staff member prior to submitting this application and understand it may take approximately 10 days to process.**
* I authorize the Clark County Sheriff's Office to complete a full criminal history check and any applicable background investigation in order to obtain authorization to access the secured portion of the facility. I certify I am of lawful age and legally competent to sign this application. **I have read and agree to adhere to the terms of jail clearance as outlined in the accompanying Jail Clearance Agreement (page 2), and understand the terms are binding.** If I violate any part of this agreement, I understand any authorization for access privileges will be suspended or permanently revoked, and that all decisions are at the sole discretion of the Sheriff. I understand that this agreement does not cease at such time as I am no longer involved with the Clark County Sheriff's Office.

X _____ 1 of 2 _____

SIGNATURE *DATE*

OFFICIAL USE ONLY

☐ JMS	☐ WACIC	☐ TOUR	☐ CONTACT	☐ H POD/JWC	
☐ RMS	☐ NCIC III	☐ ESCORT	☐ NON-CONTACT	☐ PROGRAMS - ALL	
☐ DL	☐ CJIS Required	☐ SERVICE	☐ ACCOMPANIED	☐ SEE COMMENTS	
☐ SUPPLEMENTALS		☐ MEDICAL	☐ LIFELINE HLWY		

☐ ONE	☐ APPLICANT	☐ COORDINATOR	☐ DENIED	☐ APPROVED	☐ UPDATE ONLY
☐ FULL	☐ EMAIL	INITIALS/PSN & DATE			INITIALS/PSN & DATE
☐ TEMP UNTIL	☐ IN PERSON			DATE	
	☐ PHONE				
	☐ NON-RECORD		REVIEWER	PSN	

FOR OTHER FORMATS CONTACT CLARK COUNTY ADA PROGRAM V (360) 397-2322 RELAY 711 OR (800) 833-6388 ADA@CLARK.WA.GOV

Jail Clearance Agreement

PLEASE READ AND SIGN BELOW

* I agree to abide by all laws, general orders/policies, rules and regulations set forth by the Clark County Sheriff's Office and the State of Washington while in the facility. Additionally, I will obey all instructions and commands given by the officers in the facility. I recognize that I am liable for my actions while in the Clark County Jail and that any illegal activity will be prosecuted to the fullest extent of the law.
* I will adhere to the policies and practices of the Clark County Sheriff's Office as they relate to the **Federal Prison Rape Elimination Act (PREA)**, **Public Law 108-79**, except as otherwise required by law or the rules of professional conduct as required by my profession. I have requested clarification from staff on my questions, and understand the Clark County Jail has a zero-tolerance policy clearly prohibiting any form of sexual activity or harassment. I understand that any physical contact with inmates is strictly prohibited.
* I will report to staff any time-sensitive information or observations obtained during the visit that have caused me to believe that an inmate is experiencing or has recently experienced a serious health or safety concern (suicidal/homicidal statements or ideation, sexual/physical victimization, reported/obvious health issue, etc.) while in custody.
* I will bring valid government issued photo I.D. each time I visit the jail. I understand that I must exchange this I.D. for an issued visitors pass in order to enter the facility, and that the issued pass must be visible to jail staff at all times. I agree to wear the designated identification when inside the facility and will report any loss of identification or property immediately to the duty Sergeant.
* I understand no firearms, chemicals or weapons of any kind (including but not limited to; blades, and/or sharp objects) are allowed in the Clark County Law Enforcement Facility. I understand no food, beverages, controlled substance/drug or tobacco products are allowed in the building. I will not bring in contraband, leave any item unsecured or unattended (even in an interview room), or allow an inmate to use <u>any</u> item without prior staff authorization. I understand only necessary personal items are allowed in the facility and agree to secure all other items prior to entering the secured portion of the jail. If I am in the facility when the jail is entering routine lockdown times; I will conclude my business, gather my belongings, and exit the facility promptly. In the event of an emergency, I will await assistance or instructions from an officer.
* I will not bring anything into secured or controlled areas except items required to complete the reason for entry, and understand that all items are subject to search (with the exception of legal paperwork). I understand any special equipment (including but not limited to; electronics, cell phones, cameras or recording devices) must be disclosed and approved prior to entering, and loaning or use outside authorized channels or for purposes outside legitimate court reason is strictly prohibited.
* I will not buy, give, share, exchange, etc., any messages, money or contraband (any item, legal or illegal, brought into the facility without proper authority) to any offender in custody of the jail. I acknowledge that I could be criminally prosecuted for doing so.
* I recognize that while in the facility there may arise situations which might result in exposure to danger or physical harm. I acknowledge these risks and understand I may elect a non-contact or video visiting area.
* I acknowledge that should I be injured while engaged in any authorized service while in the facility, I will obtain and submit a county accident form to the on duty Sergeant.
* I acknowledge and understand that inmate information and records are confidential and not subject to disclosure pursuant to RCW 70.48.100, except as authorized by law.
* I agree to keep confidential anything I may observe while in the secured portion of the facility, except as otherwise required by law or the rules of professional conduct as required by my profession.
* I understand that any unauthorized disclosure of inmate information may subject me to civil action and/or criminal prosecution, which is punishable by a fine of not more than $500 in case of a first offense, and $5000 in a case of each subsequent offense. 42CFR 2.4, 290ee-3(f), and 290dd-3(f).
* I will not divulge, publish or otherwise make known to any unauthorized party, orally or in writing, any information concerning an inmate of this agency as prescribed in part by the Federal Confidentiality of Alcohol and Drug Regulations 42CRF Part 2. However, I will report to staff without delay, any condition, activity, or unusual behavior which may be illegal, dangerous, or potentially dangerous, except as otherwise required by law or the rules of professional conduct as required by my profession.
* I will not discriminate in my duties on the basis of race, color, sexual orientation or gender identity, sex, religion, marital status, creed, honorably discharged veteran or military status, national origin, or the presence of any physical, mental or sensory disability.
* I will not report to the jail under the influence of a controlled substance, drugs or alcohol. I understand I may share, but not attempt to persuade any offender to convert to my religious belief.

X 2 of 2

SIGNATURE ***DATE***

FOR OTHER FORMATS CONTACT CLARK COUNTY ADA PROGRAM V (360) 397-2322 RELAY 711 OR (800) 833-6388 ADA@CLARK.WA.GOV

Attachment D

	MAIN JAIL	JAN 2018	FEB 2018	MAR 2018	APR 2018	MAY 2018	JUNE 2018	JULY 2018	AUG 2018	SEPT 2018	OCT 2018	NOV 2018	**DEC 2018**	Yearly Total	**Yearly Average**
1	Average Daily Population	636	616	623	637	624	660	621	635	618	609	608	**602**	7489	624.1
2	Total Patient Clinic Visits	2349	2060	2274	2301	2463	2638	2587	2667	2637	2551	2491	**2622**	29640	2470.0
3	Hospital Admissions	3	1	2	1	1	2	1	1	1	1	6	**8**	28	2.3
4	Hospital Days	9	1	9	2	2	2	1	1	6	6	25	**27**	91	7.6
5	ER Visits	5	3	5	2	4	6	8	4	2	5	9	**12**	65	5.4
6	JWC ER Visits	0	0	0	0	0	0	0	0	0	0	0	**1**	1	0.1
7	Off-site Specialty Visits	6	4	16	4	4	7	9	10	8	8	10	**10**	96	8.0
8	X-Rays-Tuberculosis	21	19	11	17	17	7	11	12	14	11	9	**9**	158	13.2
9	X-Rays - Other	12	10	23	13	8	14	15	18	5	12	11	**15**	156	13.0
10	Ultrasound	10	2	4	3	8	1	3	13	4	1	2	**5**	56	4.7
11	In-house EKG's	42	23	29	32	21	23	25	43	24	36	20	**36**	354	29.5
12	Laboratory Tests	82	48	84	54	81	94	61	81	70	49	58	**53**	815	67.9
13	STAT LABS	2	3	2	1	3	1	1	1	0	1	1	**0**	16	1.3
14	Grievances	43	32	21	41	36	34	34	24	34	26	37	**34**	396	33.0
	MD STATS														
15	# Of Patient Visits	24	22	26	23	28	30	20	32	21	36	26	**22**	310	25.8
16	# of Chart Reviews	390	135	123	162	247	116	143	149	166	179	165	**157**	2132	177.7
17	# of NP/PA Charts reviewed	28	26	16	17	20	23	16	19	20	31	13	**12**	241	20.1
	PA/FNP														
18	# of PA/NP Medical Requests	0	0	0	0	0	0	0	0	0	0	0	**0**	0	0.0
19	# of Patient Visits	197	153	189	130	178	138	152	212	176	219	172	**86**	2002	166.8
20	# of Chart Reviews	657	515	692	648	991	573	533	1022	863	776	945	**817**	9032	752.7
21	Diabetics	10	7	6	9	17	17	10	6	13	8	15	**11**	129	10.8
22	Latent TB	0	0	1	1	8	1	0	0	1	2	0	**0**	14	1.2
23	Active TB	0	0	0	0	0	0	0	0	0	1	0	**0**	1	0.1
24	HIV inmates (new in current mont	0	4	1	0	4	5	5	2	1	2	3	**1**	28	2.3
25	Hepatitis C	37	12	13	9	33	22	13	19	16	16	17	**7**	214	17.8
26	# of Chronic Conditions	138	92	166	73	98	68	84	76	48	85	67	**44**	1039	86.6
27	# Pregnant I/M Visits	4	2	5	0	2	1	2	6	5	9	5	**4**	45	3.8
28	Total # of drop in's	1	3	10	14	3	19	24	21	3	1	0	**0**	99	8.3
	NUMBER OF PSYCHIATRIST VISITS														
29	# of Patient Visits	0	0	36	44	60	66	61	90	62	50	60	**27**	556	46.3
30	# of Chart Reviews	0	0	45	57	166	98	68	100	75	54	66	**33**	762	63.5
	PSYCH. NURSE PRACTITIONER														
31	# of Patient Visits	151	83	38	52	12	50	0	0	0	33	65	**71**	555	46.3
32	# of Chart Reviews	518	272	119	104	84	98	0	0	0	50	99	**114**	1458	121.5
	MH COUNSELOR														
33	# of Patient Visits	247	233	254	122	200	236	374	363	370	341	409	**419**	3568	297.3
34	# Mental Health Requests	232	204	248	297	332	181	213	194	247	207	196	**272**	2823	235.3
35	MH Registered Nurse	88	17	47	55	0	0	0	0	0	0	0	**0**	207	17.3
36	# Detained	2	1	3	0	3	2	0	1	1	2	3	**2**	20	1.7
37	Group Sessions	0	0	0	0	0	0	0	0	0	0	0	**0**	0	0.0
	DENTAL STATS														
38	# of Patient Visits	45	45	44	55	46	59	65	44	70	69	42	**53**	637	53.1
	RN STATS														

39	Medical Requests	646	635	652	631	612	647	640	665	716	682	606	**648**	7780	648.3
40	Nurse Dental Requests	90	100	57	119	75	78	78	83	101	92	107	**76**	1056	88.0
41	Patient Visits at Sick Call	392	439	416	405	498	510	416	407	465	475	496	**549**	5468	455.7
42	Code Blue Called By Custody	8	16	15	8	6	5	8	1	8	4	3	**16**	98	8.2
43	Health Appraisals <14 da.	239	208	214	223	251	223	226	243	186	207	230	**216**	2666	222.2
44	Health Appraisals >14 da.	31	32	24	18	17	38	25	24	34	24	6	**20**	293	24.4
45	# Diabetic Visits	296	359	501	626	610	708	588	601	704	615	583	**850**	7041	586.8
46	Others seen at Diabetic Clinics											115	**100**		
47	Treatments (wound care, drsgs, ic	391	332	387	441	447	497	500	582	600	395	331	**450**	5353	446.1
48	Others seen at Treatment Clinic											84	**72**		
49	BP/WT Checks	632	513	646	613	726	791	748	741	699	736	697	**729**	8271	689.3
50	Others seen at BP/WT Clinic											45	**43**		
51	Detox Checks	867	889	986	926	827	813	861	886	820	811	913	**808**	10407	867.3
52	Restraint Checks	2	5	4	3	2	0	0	0	0	0	3	**0**	19	1.6
53	JWC Clearances	157	82	113	103	132	92	50	76	90	106	66	**122**	1189	99.1
54	Segregation Rounds	953	952	942	883	1015	1058	1041	1188	776	1101	1022	**1008**	11939	994.9
55	# of Drop Ins (all)	72	78	103	20	0	61	41	45	78	68	50	**106**	722	60.2
56	Refusal of Nursing Care	556	494	514	554	584	511	492	565	522	610	656	**508**	6566	547.2
	TB TESTS														
57	# of PPD Step 1 Tests Given	168	138	124	131	150	143	152	169	133	145	145	**159**	1757	146.4
58	# of (+) PPD's	21	19	11	17	17	7	11	12	14	11	12	**9**	161	13.4
	MEDICATIONS														
59	# Patients not on Psych, HIV, TB I	229	223	234	255	247	270	260	303	252	295	304	**276**	3148	262.3
60	# Patients on Psychotropics	246	254	257	251	260	296	275	312	340	352	372	**352**	3567	297.3
61	# Patients on TB Meds	0	0	0	0	0	0	0	0	1	0	0	**0**	1	0.1
62	# Patients on HIV Meds	4	2	5	5	5	5	3	2	1	2	3	**3**	40	3.3
63	Total number on Meds	475	477	491	506	507	584	538	619	592	647	676	**631**	6743	561.9
64	SUBOXONE RX	1	8	5	11	18	57	86	17	5	18	9	**3**	238	19.8
	SUICIDE														
65	# of Inmates on Suicide Watch	98	100	85	105	112	108	100	90	75	95	89	**80**	1137	94.8
66	# Days on Suicide Watch	294	270	296	316	329	382	343	402	238	356	345	**255**	3826	318.8
67	Aver. LOS Suicide	3	2.7	3.5	3.3	2.9	3.5	3.4	4.5	3.2	3.7	3.9	**3.2**	40.8	3.4
68	# of Suicide Attempts	0	1	0	0	0	0	0	0	1	2	0	**0**	4	0.3
69	# of completed suicides	0	0	0	0	0	0	0	0	0	0	0	**0**	0	0.0
70	Number of off-site suicides****	0	0	0	0	0	0	0	0	0	0	0	**0**	0	0.0
71	OTHER DEATHS	0	0	0	0	0	0	0	0	0	0	0	**0**	0	0.0
	INFECTIOUS DISEASE														
72	Positive MRSA Cultures	5	2	2	1	2	2	3	0	1	2	1	**1**	22	1.8
73	Presumed MRSA Started on Protocol	5	2	2	1	8	2	1	0	1	2	1	**1**	26	2.2
74	Number of STD Tests Performed	7	1	6	9	5	2	6	6	5	0	1	**12**	60	5.0
75	Rescheduled O/P appointments	0	0	1	0	0	0	0	0	1	0	1	**0**	3	0.3

Attachment D

Clark County Law Enforcement Center
Correct Care Solutions
Health Services Report

	JUVENILE	JAN 2018	FEB 2018	MAR 2018	APR 2018	MAY 2018	JUNE 2018	JULY 2018	AUG 2018	SEPT 2018	OCT 2018	NOV 2018	**DEC 2018**	**Yearly Total**	**Average per Month**
1	Average Daily Census	20	24	18	15	17	19	16	11	8	17	16	**16**	197	16
	MD STATS														
2	# of Patient Visits	3	1	3	2	4	3	0	2	1	0	0	**0**	16	2
3	# of Charts Reviewed	49	20	25	8	11	47	0	60	16	48	38	**1**	229	27
4	# of PA/NP charts Reviewed	9	2	3	9	6	6	0	1	0	3	2	**1**	28	4
	PA/NP STATS														
5	# of Chart Reviews	150	195	194	127	114	78	7	24	0	382	222	**113**	1067	134
6	# of Patient Visits	13	10	14	9	6	6	1	1	0	2	3	**1**	53	6
7	Pregnancy	0	0	0	0	0	0	0	1	0	0	0	**0**	1	0
	Culture														
8	MRSA (Determined by Culture)	0	0	0	0	0	0	0	0	0	0	0	**0**	0	0
9	MRSA (Started on protocol/no culture obtained)	0	0	0	0	0	0	0	0	0	0	0	**0**	0	0
10	Total Cultures Performed	0	0	0	0	0	0	0	0	0	0	0	**0**	0	0
	STD														
11	Number of STD Tests Performed	2	5	7	2	7	2	0	2	1	1	0	**0**	27	2
	RN STATS														
12	Patient Visits at Sick Call	33	46	60	25	33	32	22	24	17	31	14	**32**	336	31
13	Total # of Drop in's	92	86	87	57	65	46	51	43	28	19	15	**38**	535	52
14	7 Day Health Appraisals	21	18	28	13	14	15	11	7	8	9	13	**11**	147	14
15	# Diabetic Visits	10	22	5	0	0	0	0	0	0	0	0	**0**	27	3
16	Treatments (b/p, wts, drgs, ekg)	56	41	47	30	40	16	17	19	14	7	5	**16**	252	26
17	# Labs Completed	3	8	4	2	6	1	3	1	1	2	0	**1**	29	3
18	Restraint Checks	0	2	0	0	0	1	0	0	0	0	0	**0**	3	0
19	Detox Checks	4	4	1	10	4	24	10	6	1	9	6	**0**	75	7
20	ER	0	0	0	0	2	0	0	0	0	0	0	**0**	2	0
21	Off- Site Visits	0	0	0	0	0	0	0	0	0	0	0	**0**	0	0
22	Code Blue Called by Custody	0	0	0	1	0	0	0	0	1	0	0	**0**	2	0
23	Grievances	0	0	0	0	0	0	0	0	0	0	0	**0**	0	0
24	Suicide Attempts	0	0	0	1	0	0	0	0	0	0	0	**0**	1	0
25	Deaths	0	0	0	0	0	0	0	0	0	0	0	**0**	0	0
	TB														
26	# of PPD Tests Given	6	9	10	7	8	6	2	0	5	0	5	**8**	60	6
27	# of Positive PPD Test	0	0	0	1	0	0	0	0	0	0	0	**2**	3	0
	X-RAYS														
28	# of X-Rays	0	1	0	1	0	0	0	0	0	0	0	**3**	5	0
	Dental														
29	# Seen/Treated	0	0	0	0	0	0	0	0	0	0	0	**0**	0	0
30	# of Dental Request	0	0	0	0	0	0	0	0	0	0	0	**0**	0	0

Printed: 7/10/2019

Clark County Law Enforcement Center
Correct Care Solutions
Health Services Report

	JUVENILE	JAN 2018	FEB 2018	MAR 2018	APR 2018	MAY 2018	JUNE 2018	JULY 2018	AUG 2018	SEPT 2018	OCT 2018	NOV 2018	**DEC 2018**	**Yearly Total**	**Average per Month**
31	# of Dental Education	0	0	0	0	0	0	0	0	0	0	0	**0**	0	0
	Medications														
32	# of youths on regular meds	5	6	3	6	8	11	9	5	5	0	4	**6**	48	6
33	# of youths on Mental Health meds?	9	8	3	1	7	10	8	2	0	0	4	**1**	44	4
34	# of HIV Patients	0	0	0	0	0	0	0	0	0	0	0	**0**	0	0
35	# of TB Patients	0	0	0	0	0	0	0	0	0	0	0	**0**	0	0
36	Total # of Patients On Meds	14	14	6	11	15	21	17	7	5	0	7	**7**	110	10
37	Bubble packs brought in	18	22	6	7	13	4	29	0	5	1	14	**4**	105	10
38	Prescription meds (orders)	26	37	16	21	21	13	34	13	14	25	16	**17**	190	21
39	New meds prescribed by Dr. or PA	20	45	25	22	31	11	20	1	11	10	9	**14**	199	18

Attachment E

05.31.050 CO-PAYS FOR INMATE HEALTH CARE

Pursuant to Washington law (RCW 70.48.130) inmates are charged a nominal fee (co-pay) for certain services, including:

- $10.00 for each *inmate requested* visit with a Health Care Practitioner.
- $10.00 for each *inmate requested* health care evaluation. (i.e. sick call)
- $10.00 for x-rays and/or lab work that is sent out for processing.
- $3.00 for each medication that a Health Care Practitioner prescribes. (This includes over-the-counter [OTC] medications that the practitioner *prescribes.* i.e., Tylenol, Motrin, Maalox, etc.)
- $10.00 for each visit with the Dentist.
- $3.00 for each OTC medication issued as a result of approved nursing protocol. (i.e., 3 to 5 days of Tylenol, Maalox, etc.)

Certain services, such as; daily health maintenance (e.g. diabetic blood sugars), any lab done in the health unit, and internal referrals to other health care practitioners within the Medical Unit, will not require a co-pay. Co-pay charges will be deducted from current funds held in the inmate's account, or future funds.

Inmates that have an objection to a co-pay deduction, must raise it through the grievance process as outlined in the inmate handbook. ***Health care will never be withheld due to an inability to pay.***

Office Calls - Jail Medical Unit

Any time an inmate requests, and is seen by a health professional at the Clark County Jail, a fee of $10.00 will be charged for the office visit. Inmates will be informed of the fee at the time of booking via the medical screening forms; the inmate handbook and, through the health care request forms. In the cases where a condition requires follow up daily maintenance (i.e. diabetics and blood testing) a fee is not assessed after the initial office visit and the treatment is established. In addition, there will be no fee charged for internal referrals to other health professionals on staff within the Jail Medical Unit (i.e. referral to the Doctor from a Nurse or P.A.). However, if an inmate demands a second examination by another staff health professional, another office call will be charged.

Prescriptions

Any time a prescription is ordered or refilled for an inmate, a $10.00 processing fee will be charged. Any inmate demanding, and upon authorization from our practitioner, receiving medication from an outside provider, will be responsible for the full costs of the medications. A $10.00 processing fee will be assessed for processing, storing and distributing the medication.

Lab Tests

A $10.00 fee will be assessed for each lab test ordered for an inmate, by the Jail Medical Unit. HIV blood draws are excluded from this provision.

X-Rays

A $10.00 fee will be assessed for each x-ray ordered for an inmate, by the Jail Medical Unit.

Health Assessments (14 day)

No fee will be charged for the 14 day health assessment, or initial health screening at the time of intake.

Requests for Medical Attention - Advice

Inmates will not be assessed a fee for submitting a medical request form requesting medical advice for minor health issues; unless an evaluation visit is required.

Refusal of Medical Care

Any inmate can refuse medical care upon being informed of the costs involved with the services. A Medical Refusal form will be filled out by the health care provider and signed by the inmate. If the inmate refuses, the refusal shall be witnessed by two staff members and documented in the inmate's medical records.

Emergency Care

In the case of injury requiring emergency care at a hospital, no co-pay fee will be assessed. However, inmates who have Medical Insurance may be responsible for their medical expenses.

Emergency Care - First Aid

In the case of injury requiring first aid, the Jail Medical staff will provide basic first aid for an inmate and no fee will be charged. Additional, or requested care will be assessed a $10.00 fee as defined in the Office Call section of this directive. Refusal of additional care will be documented as outlined in the Refusal of Medical Care section of directive.

Indigent Inmate Medical Care

Inmates who do not have the money to pay fees associated with Medical care will receive the same care as those who pay. A debit will be assessed to indigent inmates with the intention that as funds become available, part of the money the inmate receives will be applied to the debt. A percentage guideline has been established at 40% of the funds available, per deposit received, until the entire debt is satisfied. Any and/or all funds in an inmate's account will be used towards paying off their debt upon release. The debt will be carried after the inmate is released, and if the inmate returns to the jail with money, 40% of the money will be applied to the debt. If an inmate never receives funds, or never returns to jail, the cost of the medical services will be absorbed by the Jail.

Inmate Workers

Inmates who are injured while working at the jail will not be assessed fees. The waiver of fees will be determined by the duty sergeant after reviewing the circumstances of the incident. Inmates who wish to be workers in the facility, and are required to be examined before beginning work, will not be assessed a fee.

Miscellaneous

Inmates who fail to purchase necessary health items (i.e. foot powder) through commissary can request to be seen in the Jail Medical Unit and receive the needed items. However, a $10.00 office fee will be charged.

Inmates who are checked or examined by Jail Health Professionals, as required by policy (i.e. after restraint devices are used) will not be assessed a fee.

Processing

The medical contractor for the Clark County Sheriff's Office will process the co-pay charges into the inmate account system daily. The contractor is not required to obtain inmate signatures for each charge; however, they are required to keep a historical list of all charges/credits and submit it to the fiscal unit at the close of each session.

Closing Statement

Under no circumstance shall necessary medical services be denied or delayed because of disputes over the cost of medical care or a determination of financial responsibility for payment of the costs of medical care provided to confined persons.

Attachment F

c/c

RECEIVED
JUN 21 1990
JUDGE ROBERT J. BRYAN
U.S. DISTRICT COURT

FILED LODGED
RECEIVED
JUN 21 1990
CLERK U.S. DISTRICT COURT
BY WESTERN DISTRICT OF WASHINGTON AT TACOMA DEPUTY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

JOHN DOE,

Plaintiff,

vs.

CLARK COUNTY: LARRY BYLER, individually and in his capacity as administrator of Clark County Jail; and FRANK KANEKOA, individually and in his capacity as Sheriff of Clark County,

Defendants.

No. C89-460TB

CONSENT JUDGMENT

ENTERED ON DOCKET
JUN 27 1990
By Deputy

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CLERK U.S. DISTRICT COURT
BY WESTERN DISTRICT OF WASHINGTON AT TACOMA DEPUTY

I. BACKGROUND

1. This action was filed on August 25, 1989. It challenges certain policies and practices of the defendant Clark County Law Enforcement Center ("Clark County Jail") and the defendant officials of Clark County which pertain to the care and custody of inmates with, or who are perceived to have, Acquired Immune Deficiency Syndrome ("AIDS"), AIDS related complex ("ARC") or who have tested positive for Human Immunodeficiency Virus ("HIV"). Specifically, the action challenges (a) the defendants' unauthorized disclosure of the HIV status of plaintiff and other inmates to Jail Staff and inmates; (b) the defendants' failure to establish policies and procedures to protect against unauthorized and unwarranted disclosure of the names of inmates with or suspected of having HIV infection; (c) the defendants'

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failure to establish rules for the training and education of jail employees concerning HIV or AIDS; and (d) the defendants' practice of involuntarily segregating HIV inmates from the general prison population, which claims are disputed by the defendant.

2. This action was commenced seeking class action authority. By agreement of counsel, and for the purposes of settlement only, and with the approval of the court, the case will be resolved on behalf only of the immediate defendant.

3. The provisions of this Consent Judgment are the results of several discussions and careful negotiations among all parties. They have been agreed to solely as a means to put a reasonable end to the dispute at issue and to avoid the costs, time and risks which would be involved in further litigation by both parties. The Consent Judgment embodies a compromise of the issues involved and while its provisions are binding on the parties herein, its provisions are not to be construed to be statements, rulings or precedents with respect to the constitutional and other legal rights of persons who are parties or nonparties to this litigation or in any other litigation.

4. The provisions of the Consent Judgment resolve all of the plaintiff's existing claims in this case regarding disclosure and training issues against all defendants.

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5. As used herein in this Consent Judgment, the following terms shall have the following meanings unless specifically stated otherwise:

(a) "Sheriff" shall mean the Sheriff of Clark County and any successors or designees;

(b) "Jail Administrator" shall refer to that individual designated as having day-to-day responsibility for administration of the Clark County Jail;

(c) "Inmate" shall mean any and all persons committed to the care and custody of the defendants now or in the future, whether in pretrial or sentence started, except for those in community confinement.

6. Now, therefore, without any additional proceedings and upon the consent of the parties to this action, it is hereby ORDERED as follows:

II. DISCLOSURE

7. The Clark County Jail shall provide training and information to all correctional officers and jail staff designed to give such persons the understanding that the HIV or AIDS status of an inmate is a highly confidential matter that is not to be discussed with other inmates or other members of the jail staff, except with the Jail Administrator, and/or the sheriff or the Undersheriff; it may be discussed with other correctional officers to the extent they need to know this information due to their involvement with a particular inmate.

8. The Jail Administrator and Sheriff recognize that RCW 70.24.105 et seq. is a legislative directive to keep the HIV,

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AIDS or ARC status of inmates confidential except under the circumstances set forth in that statute. The Jail Administrator and Sheriff agree to implement RCW 70.24.105 in a manner consistent with the clear legislative intent of the statute and to provide their staff with a clear understanding of the legislative directive.

9. Among other procedures, all members of the Sheriff's jail staff shall receive a training session which shall be designed to encourage compliance with RCW 70.24 et seq.

10. All inmates shall, within forty-eight (48) hours of their incarceration, be advised orally or in writing of their rights concerning AIDS or HIV status and testing. A written statement of those rights shall be posted in common areas, including the jail library.

11. Pursuant to RCW 70.24, the disclosure of an inmate's HIV or AIDS status to a member of the Sheriff's staff or any other person, excluding the Sheriff, the Undersheriff, or the Jail Administrator, shall be accompanied by a written acknowledgment signed by the person receiving the information indicating that he or she understands the confidential nature of an inmate's HIV or AIDS status and agrees not to disclose such information without the consent of the Jail Administrator. A copy of this acknowledgment shall be maintained in a file labeled "HIV/AIDS Confidentiality Agreement" to be maintained by the Jail

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Administrator.

12. No defendant or any employee shall in any way take any action, verbally or nonverbally or otherwise, to suggest that an inmate is HIV positive or has AIDS. No defendant or employee of any defendant shall disclose the HIV or AIDS status to any inmate under any circumstance. Disclosure includes verbal as well as nonverbal suggestive communications. This shall not be construed to preclude an employee's use of universal precautions regarding communicable diseases.

13. Any person violating the rules promulgated by the Department thereunder shall be subject to disciplinary action.

14. Any inmate inquiring as to his/her rights under the law or jail rules, may inquire of the pod officer. The ACLU is also willing to respond to questions through contact with Julya Hampton at the Seattle, Washington office.

III. GENERAL PROVISIONS

15. The parties recognize that knowledge of HIV infection is changing and that the policies and procedures designated herein must be flexible to change appropriately in the future to conform with sound professional medical and public health policy, practice and the need for the Sheriff to administrate its jail, as based on new information and circumstances. Therefore, it is agreed that any provisions of this Consent Judgment may be changed or amended either by consent of all parties or by the

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Court, upon appropriate motion by a party upon a showing of compelling need for a change which is consistent with the goals and purposes of this judgment in light of the changed circumstances including any changes in the law.

16. Consistent with the intent of Clark County to resolve this litigation, and without acknowledging violation to RCW 70.24.084, Clark County agrees to pay and plaintiff agrees to accept as total satisfaction for attorney's fees, costs or other damages, One Thousand Five Hundred and no/100 ($1,500.00) Dollars.

Plaintiff acknowledges that this settlement resolves any state claims that may exist as a result of defendant's alleged actions or failures to act.

WHEREFORE, in consideration of the foregoing provisions, the parties respectfully request the Court approve and adopt the Consent Judgment as being fair, reasonable and adequate.

DATED this 15 day of June, 1990.

Christopher Horne, WSBA #12257
Deputy Prosecuting Attorney
Attorney for Defendants

Steve W. Berman
Attorney for Plaintiffs

ADOPTED, APPROVED AND SO ORDERED.

DATED this 26th day of June, 1990.

UNITED STATES DISTRICT JUDGE

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