



**RFP #845**  
**PROFESSIONAL, TECHNICAL AND EXPERT SERVICES**

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Clark County Washington

RELEASE DATE: WEDNESDAY, OCTOBER 19, 2022  
DUE DATE: WEDNESDAY, DECEMBER 14, 2022 by 1:30 pm

Request for Proposal for:

**INMATE MEDICAL CARE**

**SUBMIT:**

One (1) Original  
Four (4) Complete Copies  
One (1) Electronic Copy

of the Proposal to:

<b><u>Shipping Method of your Choice or Hand Delivery</u></b>	<b><u>United States Postal Service</u></b>
Clark County ATTN: Office of Purchasing 1300 Franklin Street, 6 <sup>th</sup> Floor, Suite 650 Vancouver WA 98660 564-397-2323	Clark County ATTN: Office of Purchasing PO Box 5000 Vancouver WA 98666-5000 564-397-2323

**Office Hours:** 8:00 am – 3:00 pm, Monday – Friday, except Legal Holidays.

**No electronic submissions.**

***\*\*Proposals must be delivered to the Purchasing office – No Exceptions***

***\*\*Proposals must be date and time stamped by Purchasing staff by 1:30 pm on due date.***

***\*\*Proposal shall be sealed and clearly marked on the package cover with RFP #, Title & Company Name***

**Refer Questions to Project Manager:**

Kimberly Beltran  
Commander / Sheriff's Office  
[cntysheriffjailadmin@clark.wa.gov](mailto:cntysheriffjailadmin@clark.wa.gov)  
564-397-2336

**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.

**CONFIDENTIALITY** - 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 <https://clark.wa.gov/sites/default/files/dept/files/general-services/Purchasing/ERP%20Policy.pdf>

**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 proposer may, at the proposers 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 proposer 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, in a similar socioeconomic, geographical region.

**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.

**ACCEPTANCE or 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: 564-397-2322**  
[ADA@clark.wa.gov](mailto:ADA@clark.wa.gov)

# Request for Proposals

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## Inmate Medical Care

### Part I Proposal Requirements

Section IA	General Information
1. Introduction	<p>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 purpose of this RFP is to permit the consultant community to suggest various approaches to meet this defined need at a given price.</p> <p>The Clark County Jail is in a time of transition. It is currently managed by the Clark County Sheriff. As of January 1, 2023 the Jail will be managed by County Wide Services under the Clark County Council. There are no anticipated changes to the services requirements specified in this RFP. There may be minor adjustments to references, procedures, and forms when the contract commences.</p> <p>If your company contact details <i>are not</i> on the Plan Holder List at <a href="https://clark.wa.gov/internal-services/request-proposal-1">https://clark.wa.gov/internal-services/request-proposal-1</a> Attachment B, Letter of Interest must be submitted to participate in this RFP.</p> <p>Proposers shall respond to all sections to be considered.</p>
2. Background	<p>Detention and Corrections Staff are trained and specialize in the safe and secure management of inmates within Clark County. Healthcare and mental health care are necessary and mandated, however; these are more efficiently provided by those specializing in, educated in, and licensed to perform those functions.</p>
3. Scope of Project	<p>The entity contracted to provide healthcare services will be performing duties within the facilities and with the populations described below.</p> <p>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.</p> <p>The juvenile facility is comprised of two floors containing four pods.</p> <p>Statistical representations of population make up and workloads are included as Attachment D.</p> <p>The Global COVID Pandemic has necessitated changes in our everyday world, the incarcerated populations within Clark County are no different. Statistical data pre-pandemic as well as during the pandemic are included for planning purposes. As further attempts at "returning to normal" redefine operations unprecedented levels of flexibility will be needed between the successful proposer and the County. However, all such changes after a trial period will only continue with the written approval of all contractual partners.</p>
4. Project Funding	<p>Allocation of funds for this RFP will be established based on the funds requested in the selected proposal.</p> <p>Clark County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement,</p>

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## Inmate Medical Care

	<p>disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.</p> <p>El Condado de Clark, de acuerdo con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d a 2000d-4) y el Reglamento, por la presente notifica a todos los postores que se asegurará afirmativamente de que cualquier contrato celebrado de conformidad con este anuncio, las empresas comerciales desfavorecidas tendrán la oportunidad plena y justa de presentar ofertas en respuesta a esta invitación y no serán discriminadas por motivos de raza, color u origen nacional en consideración a un laudo.</p>																
5. Timeline for Selection	<p>The following dates are the <b><u>intended</u></b> timeline:</p> <table border="1"> <tr> <td>Proposals Due</td><td>December 14, 2022</td></tr> <tr> <td>Security Forms Due</td><td>October 31, 2022</td></tr> <tr> <td>Mandatory Walk Through</td><td>November 3, 2022</td></tr> <tr> <td>Proposal Review/Evaluation Period</td><td>December 15, 2022 – January 20, 2023</td></tr> <tr> <td>Interviews</td><td>January 23 – 25, 2023</td></tr> <tr> <td>Selection Committee Recommendation</td><td>January 25 – 26, 2023</td></tr> <tr> <td>Contract Negotiation/Execution</td><td>January 26 - 27, 2023</td></tr> <tr> <td>Contract Intended to Begin</td><td>March 1, 2023</td></tr> </table>	Proposals Due	December 14, 2022	Security Forms Due	October 31, 2022	Mandatory Walk Through	November 3, 2022	Proposal Review/Evaluation Period	December 15, 2022 – January 20, 2023	Interviews	January 23 – 25, 2023	Selection Committee Recommendation	January 25 – 26, 2023	Contract Negotiation/Execution	January 26 - 27, 2023	Contract Intended to Begin	March 1, 2023
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6. Employment Verification	<p>To be considered <b><u>responsive</u></b> to this formal Clark County RFP, all proposers shall submit before, include with their response or within <b>48 hours</b> 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 employees hired after the date of the MOU. The status report shall be directed to the county 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: <a href="http://www.dhs.gov/E-Verify">www.dhs.gov/E-Verify</a></p> <p><b>How to submit the MOU in advance of the submittal date:</b></p> <ol style="list-style-type: none"> <li>1. Hand deliver to 1300 Franklin St, Suite 650, Vancouver, WA 98660, or;</li> <li>2. E-mail: <a href="mailto:koni.odell@clark.wa.gov">koni.odell@clark.wa.gov</a> or <a href="mailto:priscilla.ricci@clark.wa.gov">priscilla.ricci@clark.wa.gov</a></li> </ol> <p><i>Note : Sole Proprietors shall submit a letter stating exempt.</i></p>																
<b>Section IB</b>	<b>Work Requirements</b>																
1. Required Services	<p>The following are the general service requirements that the successful Contractor is expected to meet 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</p>																

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### Inmate Medical Care

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 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
  1. Contractor shall engage only Washington State licensed and qualified personnel to provide professional medical, mental health, dental or pharmaceutical coverage.

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	<ol style="list-style-type: none"> <li>2. Initial and continued employment of Contractor's staff shall be subject to the approval of the SO.</li> <li>3. Initial interviews and job offers will include Jail medical liaison.</li> <li>4. All personnel provided shall meet the minimum requirements established by the SO, the ACA and NCCHC.</li> <li>5. 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.</li> <li>6. 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).</li> <li>7. Contractor understands that all personnel must pass a preliminary and subsequent security background check to the satisfaction of the SO prior to performing services under the contract. The background process is an abbreviated version of what County employees pass.</li> <li>8. 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.</li> <li>9. Contractor shall maintain personnel files in its unit, including photographs, which will be made available to the SO administration staff upon request.</li> <li>10. A synopsis of the contractors benefit program should be included in the proposal</li> </ol> <p>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.</p> <p>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. 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.</p> <p><b>C). <u>Schedules</u></b></p> <p>19. All working hours shall be spent on-site at the jail, jail work center or juvenile detention facilities, except as are otherwise agreed to by both parties.</p> <p>20. All full-time contractual employees shall be on-site for at least forty (40) hours per week.</p> <p>21. The County is contracting for a satisfactory 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 is available to cover all shifts at all times. All Contractor replacements shall be subject to the approval of the SO.</p> <p>22. All contractual staff (both employees and independent contractors) shall be required</p>
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to comply with sign-in and sign-out - procedures as specified by Jail Administration.

23. 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.

24. 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 for medical personnel are as follows:

Position	Shift	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total Hrs Per Week
<b>Main Jail</b>									
Health Services Administrator	Days		8	8	8	8	8		40
Administrative Assistant	Days		8	8	8	8	8		40
Medical Records Clerk	Days		8	8	8	8	8		40
Medical Director*	Days		2		2		3		7
Mid Level (PA/NP)	Days		8	8	8	8	8		40
Dentist	Days			8					8
Dental Assistant	Days			8					8
Psychiatrist	Days				2				2
Psychiatric Mid Level (PA/NP)	Days		8	8	8	8	7		39
Mental Health Professional	Days	4	8	8	8	8	8	4	48
Mental Health Professional	Nights	4	8	8	8	8	8	4	48
Director of Nursing	Days		8	8	8	8	8		40
Nurse Intake (LPN)	Days	12	12	12	12	12	12	12	84
Nurse Intake (RN)	Nights	12	12	12	12	12	12	12	84
Clinic Nurse (RN)	Days	22	22	22	22	22	22	22	154
Clinic Nurse (RN)	Nights	12	12	12	12	12	12	12	84
Clinic Nurse (LPN)	Days	12	12	12	12	12	12	12	84
Clinic Nurse (LPN)	Nights	12	12	12	12	12	12	12	84
<b>Jail Work Center</b>									
Clinic Nurse (RN)	Days	12	12	12	12	12	12	12	84
Clinic Nurse (RN)	Nights	12	12	12	12	12	12	12	84
<b>Juvenile</b>									
Medical Director	Days						1		1
Mid Level (PA/NP)	Days		1	1	1	1	1		5
Psychiatric Mid Level (PA/NP)	Days						1		1
Clinic Nurse (RN)	Days	6	6	6	6	6	6	6	42
<b>Total Hours - Day</b>									<b>767</b>
<b>Total Hours - Night</b>									<b>384</b>
<b>Total**</b>									<b>1151</b>

\*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 at any facility
- 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 Juvenile Facility at all times**
- RN on call list is to be used to cover RN call off, to supervise LPN & to ensure an RN is physically on one of the downtown campus sites unless responding to



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an emergent situation at one of the contracted sites.

- RN hours provided at juvenile need not be continuous and must cover med passes and all urgent or emergent situations
- Provide psychiatric services and pharmaceuticals for juvenile detainees in consultation with juvenile staff psychologist.

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

- Increasing hours of the Physician, Mid-level Psychiatric provider, and Psychiatrist.
- County currently has a grant in place with a community partner to cover an OTP and MOUD services, please provide alternatives to service once the grant completes in mid-2023

Considering the economic challenges facing Clark County government, bidders 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 the Washington State Revised Code of Washington, or Washington Administrative Code.

#### **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.

#### **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.
1. In the event of an emergency, Contractor shall provide and pay for all emergency care, emergency transportation and referrals to appropriate hospitals and physicians if the detainee is not admitted to the hospital or out of the jail for 24 hours or less.
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 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

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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 interdisciplinary team (IDT) meetings shall be held to discuss inmates of high liability or high risk.

### **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 to the county.
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, large scale illness, 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.

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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 a contractor to monitor 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. Assessment of contract compliance, particularly in the provision of health care services, may also involve clinical observations, chart reviews and patient tracer activity by a clinical consultant. The contractor shall be responsible for payment of \$85,000 annually to cover the expenses of the contract monitor. Price this service on a separate line item in the budget.

### **L). 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.

### **M). Scope of Services**

The contractor is to provide comprehensive health care services for Clark County Jail, Jail Work Center, and Juvenile Detention Center. The program is to meet constitutional, professional and community standards and, as 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 E), Washington State RCW, Washington State Licensure restrictions and all other applicable health care standards. Contractor shall provide monthly, those statistical reports deemed necessary by the SO on contractor operations, such as treatments, sick call visits, grievances, timeliness of intake assessments, pharmaceuticals, etc. A consistent computer tracking system shall be used to collect data for actuary and statistical reasons.

### **N). Receiving Screening**

The Arresting Agency shall be responsible for pre-booking injuries incurred during the arrest process. 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 the expectation that the Contractor's personnel will perform a receiving screening on all new or transferred inmates immediately upon their arrival at the Jail or Juvenile Detention Center. Urinalysis (UA) at booking is recommended by the County to objectively review the intake's health status. The screening process may change to follow or exceed all or 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 on the following issues:

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- Current and past illnesses
- Health conditions
- Special health requirements (hearing aids, visual aids, mobility devices, sleep apnea device)
- Past serious infectious diseases
- Recent communicable illness symptoms, to include at a minimum tuberculosis
- History of or current suicidal ideation
- Current or past mental illness
- Dental problems
- Allergies
- Dietary needs
- Prescription medications as well as legal and illegal drug use (including type, amount, and time of last use)
- Drug 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 who require immediate medical attention will be referred for off-site emergency care and clearance 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. Health trained probation officers or detention officers conduct a medical and mental health intake on admission at the Juvenile Detention Center.

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: to include documented clinical assessment of medical, dental, and mental health status. When health trained custody staff perform the receiving screening and identify problems with a juvenile, 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.

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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.

#### **O). Intoxication and Withdrawal**

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.

The contractor will provide bridge Medications for Opioid Use Disorder (MOUD) or Medically Assisted Treatment (MAT) to chemically dependent inmates who are currently on MAT and compliant with treating providers orders and medications. Bridging programs are highly preferable to detoxification programs, especially for those currently enrolled in similar community programs. Washington State SSB5380.

The contractor will implement a MAT program for inmates who are chemically dependent and request MAT. Program acceptance will be at the discretion of the provider based on the inmate's overall health and treatment needs.

Inmates/juveniles experiencing severe, life-threatening intoxication (overdose) or withdrawal are to be transferred to an acute care facility. Contractor shall ensure that special needs of inmates undergoing withdrawal are addressed, such as the appropriate level of observation status and pregnant inmates with a history of opiate use.

#### **P). Health Appraisal**

Contractor will ensure that a full health appraisal is completed by an RN, midlevel practitioner or physician for each detainee or juvenile within seven (7) 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
- 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

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- 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.
- For juveniles, an immunization history shall be taken as part of the history and physical exam. Immunization vaccines shall be updated as indicated

#### **Q). Non-English-Speaking Inmates**

The Clark County Sheriff's Office makes use of a third-party interpreter service or device for manual and oral languages. 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 minimus*, these charges will be absorbed at the discretion of the County, with their normal fees

#### **R). Periodic Health Appraisals**

Contractor shall conduct comprehensive annual physicals (to include at a minimum dental and vision) on all inmates and juveniles that have been incarcerated at the facility for over one year.

#### **S). 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 jail facility 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 F. 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.

#### **T). Urinalysis (UA)**

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

#### **U). 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 segregation rounds 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

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#### **V). 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.

#### **W). 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 for security reasons.

The contractor is responsible for utilization review for all 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.

#### **X). 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.

Whenever feasible, 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 desirable include 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, other hearing assistive devices, orthopedic devices, etc. Contractor shall be responsible for batteries and upkeep of all such devices. 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 and prophylaxis when indicated)
- Advice on appropriated levels of activity, safety precautions, and nutritional

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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

There were no deliveries last year 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

#### **Y). 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
- Diabetes
- High blood cholesterol
- HIV
- Hypertension
- Seizure disorder
- Mental illnesses
- Opioid Use Disorder (OUD)

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.

#### **Z). 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



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items deemed necessary by Contractor and County. Treatment will consist of stabilization and referral to a personal physician or local hospital. The medical director or health administrator (or qualified credentialed corporate designee) shall be on-call 24 hours per day.

#### **AA). 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

#### **BB). Oral Care**

The contractor must provide the following dental services:

- 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
- 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 Main Jail.

#### **CC). 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 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.

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#### **DD). Therapeutic Diet Program**

Contractor will identify, monitor and make recommendations for inmates regarding 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.

#### **EE). 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. Licensed Practical Nurses or Registered Nurses shall administer all other medication.

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 three sites: Main Jail, Jail Work Center, and Juvenile Detention.

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 signature / initials log on every sheet.

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. When allowable, to prevent diversion, medications shall be crushed and/or floated.

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

Pharmacy services shall include the availability of Methadone, typically only for pregnant females.

Contractor shall supply a list of their standard medication formulary.

Inmates who have been restored through psychiatric services shall remain on the named pharmaceutical while in custody.

#### **FF). 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 be responsible for psychiatric services

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at the Juvenile Detention 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
- In rare instance, be able to supply testimony in court for forced medication situations
- Step down 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
- Coordination with juvenile facilities psychologist regarding medications and other needs
- Urgent or continual development of policies and procedures for distribution of psychotropic medication to maximize the potential for safety and compliance
- Development of suicide prevention procedures; step down 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 interdisciplinary team (IDT including correctional 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. Contractors shall cooperate with other community mental health agencies to coordinate the care of these inmates.

#### **GG). Health Education of Inmates**

Contractor will ensure that the health record documents that inmates receive individual health education and instruction in self-care for their health conditions.

Contractor shall develop and implement a health education program, which includes formal, and informal sessions (e.g. pamphlets, videos, etc.).

Contractor shall work closely with corrections staff (specifically reentry personnel) to provide

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proper assistance and programming for successful inmate recidivism reduction.

#### **HH). 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.

#### **II). Medical Records**

Contractor shall utilize an electronic medical record system in compliance with best practices and industry standards. At a minimum, the health record contains 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
- ADA accommodations
- 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, if applicable
- Place, date, and time of each clinical encounter
- Signature and title of each documenter.
- MARS

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 archival information.

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

#### **JJ). 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 minimus*, these charges will be absorbed at the discretion of the County, with their normal fees.

#### **KK). 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 all provisions for the installation of such. Copy machine and supplies are County owned 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.

#### **LL). Facility and Security Responsibilities**

The County will provide, at its discretion, the contractor with office space, examination rooms, and utilities, 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 will be responsible for any security measures at that site.

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

#### **MM). 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.

#### **NN). Program Support Services**

In addition to providing on-site, off-site and personnel services, the contractor shall also be

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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 because of reviews shall be documented. Reports will be provided to the Sheriff's Office administration by the 10<sup>th</sup> 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
- 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 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 regarding medical issues 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.

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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 and Juvenile personnel. All 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. Fully 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 all laws and 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, and Clark County Juvenile Detention Center. 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, and Clark County Juvenile Detention Center.

#### **7) Utilization Review**

The contractor shall establish a utilization review program for the review and analysis 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.

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#### **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 safety and sanitation inspections of the housing and work areas monthly 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 monthly. 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). The contractor shall allow at least the Jail Medical liaison a log in to this system.



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### Inmate Medical Care

#### **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.

The County's priority is to provide the community standard of care for those incarcerated but acknowledges the need to be fiscally responsible with taxpayer dollars.

#### **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 that do not result in admittance or the admitted/observation stay is for less than 24 hours will be the responsibility of the contractor - including related transportation costs.

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.

#### **OO). Contract Transition**

The contractor must demonstrate how it would make the transition from the current contract provider. The timetable for transition is 15-30 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 handled and transferred:

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

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<p>2. County Performed Work</p>	<p>The County shall provide security for the contractor's employees and agents consistent with security provided to other Clark County Sheriff's Office employees.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Performing background checks is a labor-intensive endeavor that protects the Inmates, County, and successful proposer.</p>
<p>3. Deliverables &amp; Schedule</p>	<p>Included in 1B1 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.</p> <p>All reports are due no later than 10 days after incident or close of reporting period.</p>
<p>4. Place of Performance</p>	<p>Contract performance may take place in the County's facilities, the Proposer's facility, a third-party location, or any combination thereof. Buildings and areas are described in 1A3. Building and areas will be toured in the mandatory pre-bid meeting described in 2A1.</p> <p>With written approval during exigent circumstance some remote work (telemed type services) may be supplemented to existing on site services. Such services will be provided by persons fully licensed and credentialed in Washington State.</p> <p><b><u>Public Safety</u></b></p> <p>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 by security personnel.</p> <p>All successful proposers' agents and personnel inside the facilities will be required to wear and openly display Jail Administration approved identification badges.</p> <p>Since the work environment is in a public safety/law enforcement building and will be providing services 24/7, work will need to continue regardless of social unrest, pandemic, or other disasters caused by man or nature.</p>

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## Inmate Medical Care

5. Period of Performance	<p>A contract awarded as a result of this RFP will be for three (3) years and is intended to begin on March 1, 2023 and end February 28, 2026.</p> <p>Clark County reserves the right to extend the contract resulting from this RFP for a period of six (6) additional years, in two (2) year increments, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.</p>
6. Prevailing Wage (When Applicable)	<p>Contractors shall meet the requirements for Prevailing Wage and public works requirements, per RCW 39.04.350. Proposer shall be either exempt, by having a valid Washington business license for three years or more <u>and</u> completed three or more public works projects <u>or</u> received and completed training on prevailing wage and public works requirements.</p> <p>Pursuant to State of Washington RCW 39.12, all payment for salaries and wages shall conform to State of Washington Department of Labor and Industries as prevailing wage rates. For this project select the Clark County rates that apply on the proposal closing date from either of these sites:</p> <p><a href="http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm">http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm</a></p> <p><a href="http://www.ini.wa.gov/TradesLicensing/PrevWage/WageRates">http://www.ini.wa.gov/TradesLicensing/PrevWage/WageRates</a></p> <p>Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L &amp; I Number 700-29) approved by the Washington State Department of Labor and Industries.</p> <p>A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the proposed items of this contract.</p>
7. Debarred/Suspended	<p>Federally or Washington State debarred or suspended suppliers may not participate in this Request for Proposal.</p> <p>All proposer's must fill out, sign and submit the "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" form with their proposal to be eligible to participate.</p>
8. American with Disabilities Act (ADA) Information	<p>Clark County in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing <a href="mailto:ADA@clark.wa.gov">ADA@clark.wa.gov</a> or by calling 564-397-2322.</p>
9. Public Disclosure	<p>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.</p> <p>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". 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</p>

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	<p>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.</p>
10. Insurance/Bond	<p>A. <u>Waiver of Subrogation</u> All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of subrogation prior to a loss. Contractor hereby waives its own right of subrogation against County and shall require similar written express waivers and insurance clauses from each of its subcontractors.</p> <p>B. <u>Proof of Insurance</u> 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 to the County. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.</p> <p>C. <u>Worker's Compensation</u> As required by the industrial insurance laws of the State of Washington.</p> <p>D. <u>Automobile</u> 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 \$1,000,000 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.</p> <p>E. <u>Commercial General Liability (CGL) Insurance</u> 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. Personal and Advertising Injury \$1,000,000 and General Aggregate \$1,000,000. This policy must 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. Clark County needs to be listed as additional insured.</p> <p>F. <u>Professional Liability (aka Errors and Omissions)</u> 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 \$5,000,000 per occurrence. The</p>

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### Inmate Medical Care

	<p>deductible will not be more than \$25,000 unless prior arrangements are made with Clark County on a case by case basis; the criterion is the Proposer's liquidity and ability to pay from its own resources. 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.</p> <p>G. <u>Umbrella Liability Coverage</u> Umbrella Coverage in the amount of \$2,000,000 shall be provided and will apply over all liability policies without exception, including Commercial General Liability and Automobile Liability.</p> <p>H. <u>Additional Insured</u> Clark County, its officers, employees and agents, will be named on all policies of contractor and any subcontractors as an additional insured, with no restrictions or limitations concerning products and completed operations. This coverage shall be primary coverage and noncontributory to any coverage maintained by Clark County. The contractor shall provide Clark County with verification of insurance and endorsements required by this agreement. Clark County reserves the right to require complete, certified copies of all required insurance policies at any time. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.</p> <p>All policies must have a Best's Rating of A-VII or better.</p>
11. Plan Holders List	<p>All proposers are required to be listed on the plan holders list.</p> <p>✓ Prior to submission of proposal, please confirm your organization is on the Plan Holders List below:</p> <p>To view the Plan Holders List, please click on the link below or copy and paste into your browser. Clark County RFP site: <a href="https://clark.wa.gov/internal-services/purchasing-overview">https://clark.wa.gov/internal-services/purchasing-overview</a></p> <ul style="list-style-type: none"><li>• If your organization is NOT listed, submit Attachment B - Letter of Interest to ensure your inclusion.</li><li>• Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.</li></ul>

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**Inmate Medical Care**

**Part II      Proposal Preparation and Submittal**

Section IIA	Pre-Submittal Meeting / Clarification
1. Pre-Submittal Meeting	<p>A Mandatory Pre-Submittal meeting will be held on Thursday, November 3, 2022 at 1:30 pm to allow for no more than two (2) representatives from proposer to tour the spaces available.</p> <p>All those attending the meeting must submit for and successfully obtain a facility clearance by Monday, October 31, 2022. The clearance form is Attachment G.</p> <p>Proposers that have passed the background check, shall meet in the upstairs lobby at 707 W 13<sup>th</sup> Street Vancouver, WA 98660.</p> <p>Proposals <u>will only</u> be accepted by agencies that attend the mandatory meeting.</p> <p>No other conference or tours will be scheduled.</p>
2. Proposal Clarification	<p>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.</p> <p>The deadline for submitting such questions/clarifications is December 5, 2022.</p> <p>An addendum will be issued no later than December 8, 2022 to all recorded holders of the RFP if a substantive clarification is in order.</p> <p>The Questions &amp; Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their proposal.</p> <p>Clark County RFP site: <a href="https://clark.wa.gov/internal-services/request-proposal-1">https://clark.wa.gov/internal-services/request-proposal-1</a></p>
Section IIB	Proposal Submission
1. Proposals Due	<p>Sealed proposals must be received no later than the date, time and location specified on the cover of this document.</p> <p><b>The outside of the envelope/package shall clearly identify:</b></p> <ol style="list-style-type: none"> <li><b>1. RFP Number and;</b></li> <li><b>2. TITLE and;</b></li> <li><b>3. Name and Address of the Proposer.</b></li> </ol> <p>Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.</p> <p>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.</p>
2. Proposal	<p>Proposals must be clear, succinct and not exceed one hundred fifty (150) pages, <u>excluding</u> resumes, E-Verify, coversheet and debarment form. Proposer's who submit more than the pages indicated may not have the additional pages of the proposal read or considered.</p>

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	<p>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 <u>readily recyclable</u>.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Additional support documents, such as sales brochures, should not be included with each copy unless otherwise specified.</p>
<b>Section IIC</b>	<b>Proposal Content</b>
1. Cover Sheet	<p>This form is to be used as your proposal Cover Sheet.</p> <p>See Cover Sheet - Attachment A</p>
2. Project Team	<ul style="list-style-type: none"> <li>• Provide the name, a brief history and description of your firm. Include your firm's most recent annual report. Specify experience in providing healthcare.</li> <li>• Name and title of person(s) authorized to bind the contractor, together with the main office address, and telephone numbers. Once awarded successful bidder must continue to keep this information up to date.</li> <li>• Name and title of person(s) who will be managing the local site, including telephone numbers. Once awarded, successful bidder will keep this information up to date</li> </ul>
3. Management Approach	<p>Detail the level of management that is maintained at the local level versus a corporate level. How are lines of communication maintained so both sides are kept informed of operations. When there are items of concern, how are these resolved?</p>
4. Respondent's Capabilities	<p>Provide a list of present clients including:</p> <ul style="list-style-type: none"> <li>• Contact person</li> <li>• Date of original contract and expiration date</li> <li>• Number of renewals</li> <li>• Type and size of population</li> <li>• Dollar amount of contract</li> <li>• Urgent care experience</li> <li>• Chronic care experience</li> </ul>

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	<ul style="list-style-type: none"> <li>• Lawsuits and disclosable settlements</li> <li>• Emergent care experience</li> </ul>
5. Project Approach and Understanding	<p>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.</p> <p>Specify facilities 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:</p> <ul style="list-style-type: none"> <li>• Name of facility</li> <li>• Accrediting agency</li> </ul> <p>Include dates of re-accreditation</p>
6. Proposed Cost	<p><b><u>Base Price</u></b></p> <p>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:</p> <p>The County and Contractor agree that the annual base price is based on the monthly average daily population (ADP) of 500 inmates (combined applicable adults and juveniles). If daily inmate population is greater than or less than 500 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 \$1.77. The variable cost per diem rate will apply to any adult /juvenile inmate combined population greater than seventy-five (75) individuals higher or lower than the base ADP of 500. 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 425 to 575 (500 plus or minus 75). 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.</p> <p><b><u>Annual Adjustment</u></b></p> <p>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.</p> <p><b><u>Alternate pricing arrangement.</u></b></p> <p>Identify any alternative pricing and describe the program as well as potential risks or benefits to the County.</p>
7. Employment Verification	<p><b>Please refer to section 1A.6. – E-Verify</b></p> <p><b>IMPORTANT NOTE:</b> Include this portion of the response immediately <b><u>AFTER</u></b> the cover page, if not already on file with Clark County. Current vendors on file can be viewed at:  <a href="https://clark.wa.gov/internal-services/purchasing-overview">https://clark.wa.gov/internal-services/purchasing-overview</a></p>



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**Inmate Medical Care**

**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. The Committee review results and recommendations may be presented to an appropriate advisory board prior to the consent process with the Clark County Council.																												
2. Evaluation Criteria Scoring	<p>Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.</p> <p><b>A one hundred fifty (150) point system will be used, weighted against the following criteria:</b></p> <table border="1" data-bbox="402 716 1421 1587"> <tr> <th colspan="2">Written Proposal Criteria</th></tr> <tr> <td>Proposal Approach / Quality</td><td>25</td></tr> <tr> <td>Creativity / Experience</td><td>10</td></tr> <tr> <td>Work History / Examples</td><td>10</td></tr> <tr> <td>Care / Service Innovations</td><td>15</td></tr> <tr> <td>Cost</td><td>5</td></tr> <tr> <td>References</td><td>25</td></tr> <tr> <td>Criteria Specific to your Project Needs</td><td>10</td></tr> <tr> <td><b>Total Written Points</b></td><td><b>100</b></td></tr> <tr> <th colspan="2">Presentation Criteria</th></tr> <tr> <td>Contractor's Comprehension of the Required Scope of Services</td><td>20</td></tr> <tr> <td>Contractor's Qualifications</td><td>20</td></tr> <tr> <td>Staffing</td><td>10</td></tr> <tr> <td><b>Total Presentation Points</b></td><td><b>50</b></td></tr> </table>	Written Proposal Criteria		Proposal Approach / Quality	25	Creativity / Experience	10	Work History / Examples	10	Care / Service Innovations	15	Cost	5	References	25	Criteria Specific to your Project Needs	10	<b>Total Written Points</b>	<b>100</b>	Presentation Criteria		Contractor's Comprehension of the Required Scope of Services	20	Contractor's Qualifications	20	Staffing	10	<b>Total Presentation Points</b>	<b>50</b>
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Section IIIB	Contract Award																												
1. Consultant Selection	The County will determine the most qualified proposer based on the evaluation criteria listed using predetermined weights, the attributes of the Proposers and the overall responsiveness of the Proposal. If the County does not reach a favorable agreement with the top Proposer, the County shall terminate negotiations and begin negotiations with the next qualified Proposer. If the County is unable to reach agreeable terms with either Proposer, they may opt to void the RFP and determine next steps.																												

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### Inmate Medical Care

	Clark County reserves the right to accept or reject any or all proposals received, 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. Clark County reserves the right to award the contract based on the best interests of the County.
2. Contract Development	The proposal and all responses provided by the successful Proposer may become a part of the final contract.
3. Award Review	The public may view Request for Proposal documents by submitting a public records request at <a href="http://www.clark.wa.gov">www.clark.wa.gov</a> .
4. Orientation/Kick-off Meeting	Contact negotiations will be completed following the presentations on January 26, 2023 at the CCSO. CCSO intends to complete negotiations January 27, 2023. Following Clark County Council and Administrator authorization of the contract at the first available meeting, scheduling for transition will begin

**Request for Proposal #845**  
**Inmate Medical Care**

**Attachment A: COVER SHEET**

General Information:

Legal Name of Proposing Firm \_\_\_\_\_

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 do so, shall render the proposer non-responsive and therefore be rejected.***

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 and required approvals.

\_\_\_\_\_  
Authorized Signature of Proposing Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Request for Proposal #845  
Inmate Medical Care**

**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 to: [Koni.Odell@clark.wa.gov](mailto:Koni.Odell@clark.wa.gov) and [Priscilla.Ricci@clark.wa.gov](mailto:Priscilla.Ricci@clark.wa.gov)

Clark County web link: <https://clark.wa.gov/internal-services/request-proposal-1>

**This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.**

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

**Request for Proposal #845  
Inmate Medical Care**

**Attachment C**



Clark County, Washington

**Certification Regarding  
Debarment, Suspension and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

---

Company Name

---

Typed Name & Title of Authorized Representative

---

Signature of Authorized Representative

---

Date

---

☐

I am unable to certify to the above statements. My explanation is attached.



## TechCare Monthly Report

CLARK	January/2022	February/2022	March/2022	April/2022	May/2022	June/2022
<b>SCREENINGS AND GENERAL INFORMATION</b>						
Average Daily Population	371	393	410	444	463	456
Active Inmates	708	747	809	906	923	920
Receiving Screenings Performed	334	345	400	454	450	452
Mental health evaluations performed	69	60	67	77	109	89
Physical assessments performed	330	339	369	445	440	454
Total PPD reads	73	80	71	70	56	32
Positive PPD	2	1	2	2	3	0
Pregnant patients	4	1	1	2	3	2
Patients with PREA designation	61	57	57	69	70	72
Patient grievances submitted	0	0	5	0	13	0
<b>PATIENT MONITORING</b>						
Patients receiving CIWA monitoring	32	16	35	47	37	54
Patients receiving COWS monitoring	65	65	84	110	122	127
Patients on suicide watch	46	35	35	42	53	47
Infirmiry/medical housing patients	0	0	0	0	0	0
<b>PHARMACY AND LABS</b>						
Medication Orders	3096	3046	3040	3140	3011	3537
Patients on medication	474	516	558	556	586	569
Patients on mental health medication	328	336	372	366	378	360
Patients on HIV medication	3	1	1	6	7	8
Patients on medication - Daily Average	259	295	288	295	301	290
Patients on mh medication - Daily Average	205	220	233	229	229	212
Non-formulary medication orders	219	324	101	119	79	167
Lab tests completed	180	194	185	126	198	200
Non-formulary lab orders	1	4	0	0	5	0
<b>CHRONIC CONDITIONS</b>						
Patients with any chronic medical condition	201	186	212	254	293	272
Neurological	39	33	32	36	33	31
Respiratory	47	48	39	48	62	60
Cardiovascular	93	86	83	103	111	113
Gastrointestinal/hepatic	8	6	6	6	9	8
Endocrine	40	30	40	41	44	44
Hematology/oncology	10	13	18	16	17	13
Infectious disease	53	117	27	44	43	99
Other	40	43	60	91	103	77
<b>SICK CALLS</b>						
AA/Medical Records	56	44	91	49	51	7
Chronic Care	65	29	67	47	51	53
Dental	48	72	37	46	40	60
Dental Annual	2	1	3	6	2	5
EKG	2	30	23	9	10	11
MAT - Nurse						1
MAT - Provider		2		2	3	12
Medical Chart Review	60	66	48	55	56	47
Medical Nurse	142	156	174	150	171	121
Medical Provider	77	74	102	86	103	130
Mental Health Chart Review	195	167	196	49	71	47
Mental Health Professional	157	126	152	133	187	163
Mental Health Provider	189	172	160	64	153	130
X-Ray	18	15	27	22	17	27
<b>OFFSITE SERVICES</b>						
Hospitalized patients	4	1	2	3	4	2
Inpatient hospital days	11	2	10	3	33	8
Offsite appointments completed	7	4	9	13	19	10
Patients sent to the ER	7	4	5	9	18	10
Ambulance Runs	4	2	3	4	13	6
<b>INFECTIOUS DISEASE</b>						
Hepatitis A flag	0	0	0	0	0	0
Hepatitis B flag	0	0	0	1	0	0
Hepatitis C flag	4	0	9	6	4	5
HIV/AIDS	1	0	1	6	1	2
Syphilis	0	0	0	3	2	1
Gonorrhea	0	0	0	0	2	0
Chlamydia	0	0	0	1	1	1
Ectoparasites	2	0	0	0	1	1
Active tuberculosis	0	0	1	1	0	1
Respiratory infection	0	0	0	0	0	0
Antibiotic-resistant infection	0	0	0	0	0	0

TOTAL JAIL		Non-Binary				MAIL JAIL		WORK		JAIL		JAIL		Med ADP
Averages 2019	POP	MALES	FEMALES	Gender	POP	RELEASE	IC	WORK	CENTER	SKA	Bookings	Release	ALOS	
Jan	628.65	516.52	112.00	0.00	544.55	15.90	41.71	57.61	4.00	1163	1126	16.76		625.78
Feb	647.68	529.04	118.64	0.00	555.86	17.05	50.88	67.93	2.93	938	980	19.33		642.64
March	629.74	514.35	115.39	0.00	538.19	16.33	47.86	64.19	4.23	1121	1124	17.41		626.2
April	651.47	525.50	126.63	0.00	569.33	14.32	45.55	59.87	3.83	1141	1160	17.13		656.7
May	639.06	522.52	116.55	0.00	564.77	15.19	41.36	56.55	5.23	1169	1188	16.95		639.68
June	649.37	534.87	114.50	0.00	579.00	13.11	39.62	52.73	5.60	1117	1104	17.44		656.49
July	630.74	521.35	109.39	0.00	565.00	14.14	35.86	50.00	2.55	1111	1146	17.03		634.81
August	617.94	514.03	103.90	0.00	544.26	17.33	37.99	55.32	5.68	1147	1099	16.70		622.53
Sept	657.37	553.57	103.80	0.00	580.93	16.95	36.88	53.83	6.77	1080	1116	18.26		655.89
Oct	630.32	536.42	93.90	0.00	557.35	15.00	37.39	52.39	4.00	1096	1118	17.83		631.58
Nov	617.07	522.00	95.10	0.00	560.87	8.44	29.99	38.43	3.10	989	979	18.72		623.7
Dec	615.18	515.46	99.71	0.00	559.00	7.94	27.88	35.82	2.23	969	987	19.68		624.9
Average	634.55	525.47	109.13	0.00	559.93	14.31	39.41	53.72	4.18	1086.75	1093.92	17.77		636.74

TOTAL JAIL		Non-Binary				MAIL JAIL		WORK		JAIL		JAIL		Med ADP
Averages 2020	POP	MALES	FEMALES	Gender	POP	RELEASE	IC	WORK	CENTER	SKA	Bookings	Release	ALOS	
Jan	646.65	553.13	92.23	0.00	589.29	8.00	28.26	36.26	1.81	1072	1022	18.70		657.10
Feb	674.00	569.79	104.90	0.00	605.10	10.95	33.50	44.45	2.41	1034	1037	18.90		680.91
March	540.32	464.00	76.32	0.00	510.61	10.50	19.21	29.71	2.65	719	1047	23.30		541.08
April	344.93	315.93	28.97	0.00	327.40	0.00	5.80	5.80	0.00	349	328	29.65		349.5
May	381.52	343.19	38.32	0.00	368.42	0.00	0.00	0.00	0.00	400	371	29.57		383.32
June	389.93	352.70	37.27	0.00	373.97	0.00	0.00	0.00	0.00	340	334	34.41		391
July	400.03	360.55	39.48	0.00	383.10	0.00	0.00	0.00	0.00	388	392	31.96		403.1
August	424.35	385.23	39.16	0.00	407.74	0.00	0.00	0.00	0.00	459	404	28.66		429.87
Sept	450.23	405.50	44.70	0.00	434.03	0.00	0.00	0.00	0.00	431	437	31.34		458.17
Oct	456.77	414.42	40.42	0.00	439.45	0.00	0.00	0.00	0.00	495	501	28.61		462.68
Nov	433.10	396.70	36.37	0.03	408.13	0.00	0.00	0.00	0.00	366	409	35.50		439.3
Dec	397.74	368.13	29.52	0.06	382.58	0.00	0.00	0.00	0.00	371	386	33.24		406.03
Average	461.63	410.77	50.64	0.01	435.82	9.82	21.69	29.06	2.29	535.33	555.67	28.65		466.84

COVID-19

TOTAL JAIL		Non-Binary				MAIL JAIL		WORK		JAIL		JAIL		Med ADP
Averages 2021	POP	MALES	FEMALES	Gender	POP	RELEASE	IC	WORK	CENTER	SKA	Bookings	Release	ALOS	
Jan	406.29	369.03	36.90	0.35	389.58	0.00	0.00	0.00	0.00	411	372	30.64		409.42
Feb	423.71	380.39	42.32	1.00	409.39	0.00	0.00	0.00	0.00	430	425	27.59		425.71
March	398.23	358.68	39.42	0.10	382.61	0.00	0.00	0.00	0.00	452	505	27.31		399.84
April	374.43	334.23	40.17	0.00	359.00	0.00	0.00	0.00	0.00	406	430	27.67		378.27
May	383.48	341.68	41.81	0.00	364.16	0.00	0.00	0.00	0.00	448	399	26.54		387.9
June	390.33	346.00	44.27	0.07	367.70	0.00	0.00	0.00	0.00	416	455	28.15		393.97
July	351.97	309.61	42.35	0.00	331.35	0.00	0.00	0.00	0.00	358	400	30.48		353.84
August	338.19	296.74	41.13	0.00	316.58	0.00	0.00	0.00	0.00	372	368	28.18		340.52
Sept	348.13	308.30	39.83	0.00	328.63	0.00	0.00	0.00	0.00	401	379	26.05		351.07
Oct	362.97	323.03	39.94	0.00	342.94	0.00	0.00	0.00	0.00	408	371	27.58		363.94
Nov	374.07	331.27	42.80	0.00	353.07	0.00	0.00	0.00	0.00	410	427	27.37		377.6
Dec	367.29	330.26	37.03	0.00	341.52	0.00	0.00	0.00	0.00	391	420	29.12		369
Average	376.59	335.77	40.66	0.13	357.21	0.00	0.00	0.00	0.00	408.58	412.58	28.06		379.26

COVID-19

TOTAL JAIL		Non-Binary				MAIL JAIL		WORK		JAIL		JAIL		Med ADP
Averages 2022	POP	MALES	FEMALES	Gender	POP	RELEASE	IC	WORK	CENTER	SKA	Bookings	Release	ALOS	
Jan	367.58	326.39	40.87	0.00	339.23	0.00	0.00	0.00	0.00	377	362	30.23		369.97
Feb	384.43	340.21	44.21	0.00	367.64	0.00	0.00	0.00	0.00	394	366	27.32		399.25
March	403.58	357.71	45.87	0.01	379.97	0.00	0.00	0.00	0.00	424	403	29.51		406.23
April	439.50	396.30	43.00	0.23	414.37	0.00	0.00	0.00	0.00	475	457	27.76		442.87
May	457.84	415.65	42.19	0.00	434.19	0.00	0.00	0.00	0.00	494	496	30.20		463.16
June	446.27	405.60	40.67	0.00	427.17	0.00	0.00	0.00	0.00	503	527	26.62		451.7
July	449.55	396.16	53.39	0.00	432.90	0.00	0.00	0.00	0.00	532	482	26.20		457.84
August														
Sept														
Oct														
Nov														
Dec														
Average	421.25	376.86	44.31	0.03	399.35	0.00	0.00	0.00	0.00	457.00	441.86	28.26		427.29

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. By Deputy

No. C89-460TB

CONSENT JUDGMENT

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'

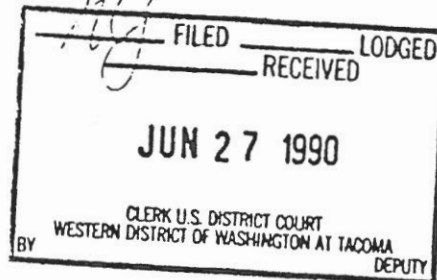
RECEIVED

JUN 21 1990

JUDGE ROBERT J. BRYAN  
U.S. DISTRICT COURT



ENTERED  
ON DOCKET  
JUN 27 1990





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

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

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

21 4. The provisions of the Consent Judgment resolve all of  
22 the plaintiff's existing claims in this case regarding disclosure  
23 and training issues against all defendants.  
24

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

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

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

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

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

13                           II. DISCLOSURE

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

23           8. The Jail Administrator and Sheriff recognize that RCW  
24 70.24.105 et seq. is a legislative directive to keep the HIV,

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

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

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

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

1 Administrator.

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

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

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

16 III. GENERAL PROVISIONS

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


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


5 16. Consistent with the intent of Clark County to resolve  
6 this litigation, and without acknowledging violation to RCW  
7 70.24.084, Clark County agrees to pay and plaintiff agrees to  
8 accept as total satisfaction for attorney's fees, costs or other  
9 damages, One Thousand Five Hundred and no/100 (\$1,500.00)  
10 Dollars.

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

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

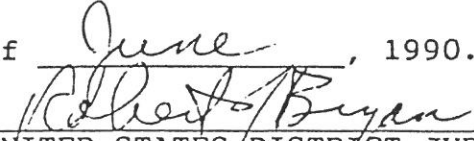
17 DATED this 15 day of June, 1990.

18   
Christopher Horne, WSBA #12257  
Deputy Prosecuting Attorney  
Attorney for Defendants

19   
20 Steve W. Berman  
21 Attorney for Plaintiffs

22 ADOPTED, APPROVED AND SO ORDERED.

23 DATED this 26<sup>th</sup> day of June, 1990.

24   
UNITED STATES DISTRICT JUDGE

## Policy

### **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.





# Clark County Sheriff's Office Jail Clearance Application & Agreement

Page 1 of 2  
PLEASE PRINT CLEARLY

OFFICIAL USE ONLY	
Date	PSN

☐ UPDATE ☐ AUTHORIZED TOUR

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		Race	Sex	Height	Weight	Hair	Eyes
Mailing Address <input type="checkbox"/> Work <input type="checkbox"/> Other				City		State	Zip Code		
Driver License Number and State Issued		Phone <input type="checkbox"/> Work <input type="checkbox"/> Other		Phone <input type="checkbox"/> Work <input type="checkbox"/> Other		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.

Hours may vary due to operational needs.  
Call (564) 397-2211 to verify.

Purpose for access - specify applicable inmate(s), if applicable:

Employer, Program, or Project Representing

Your Position or Role

## ALL RELEVANT SUPPLEMENTAL MATERIALS MUST BE PROVIDED:

- \* Valid government issued photo identification
- \* Professional license or certification of qualifications
- \* Court order, authorization from Indigent Defense or written request from counsel
- \* Employment identification or personal business card
- \* Copy of active Certification/Commission if LEO/Peace Officer
- \* Referral letter from designated employment or program coordinator

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

EMAIL: [cntysheriffjailadmin@clark.wa.gov](mailto:cntysheriffjailadmin@clark.wa.gov)

FAX: (564) 397-6010

707 W. 13th ST - P.O. BOX 406  
Vancouver, WA 98666

## PLEASE READ AND ACKNOWLEDGE UNDERSTANDING WITH SIGNATURES ON PAGES 1 & 2

- \* I acknowledge and fully understand clearance and facility access is only authorized for official business (employment and/or other professional purposes i.e. legal proceedings, court processes, health/welfare, safety/security, etc.), or preauthorized program or education engagement. I recognize I am not allowed to have contact with incarcerated friends or family members. Any contact I may have with incarcerated friends or family will be accomplished in accordance with standard inmate visiting rules and protocols, separate from this agreement, and I agree to notify the duty Sergeant immediately regarding potential conflicts that may arise. 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 and the facility's operational needs. I expect reasonable delays and shall conduct myself in a professional and courteous manner at all times.
- \* I understand the Clark County Jail (CCJ) will ensure that appropriate Auxiliary Aids and Services are made available to inmates, visitors, and other members of the public who interact with the CCJ, who have ADA or communication disabilities where such aids and services are necessary to ensure they may participate in or benefit from the CCJ's services, programs, or activities on an equal basis with others. I agree to notify staff and contact the agency's Effective Communication Coordinator to request accommodations, if necessary.  
\*\*\*\*\* ECC Coordinator (564) 397-2207 or [correctionsECC@clark.wa.gov](mailto:correctionsECC@clark.wa.gov) \*\*\*\*\*
- \* If I violate any part of this agreement, I understand authorization for access to the facility may be suspended or permanently revoked, and that all decisions are at the sole discretion of the Sheriff. I agree to update Jail Administration with any changes to my contact information, at least annually, and understand that this agreement does not cease at such time as I am no longer involved with the Clark County Sheriff's Office. I have read and agree to adhere to all terms for clearance as outlined in the accompanying Jail Clearance Agreement (page 2), and understand the terms are binding. **I am aware that incomplete applications, and those lacking required supplemental materials (listed above) WILL NOT be processed. I have had my questions and concerns addressed by a staff member prior to submitting this application and understand processing may take approximately 10 days.** 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, or the legal guardian of the above named tour applicant.

X

1 of 2

SIGNATURE

DATE

## OFFICIAL USE ONLY

<input type="checkbox"/> CJIS REQUIRED <input type="checkbox"/> SUPPLEMENTALS <input type="checkbox"/> NLETS/WACIC/WASIS/NCICIII/FORS <input type="checkbox"/> RMS/JMS LOCAL	<input type="checkbox"/> ADMIN <input type="checkbox"/> HR <input type="checkbox"/> MEDICAL <input type="checkbox"/> ACCOMPANIED <input type="checkbox"/> CONTACT <input type="checkbox"/> NON-CONTACT	<input type="checkbox"/> SERVICE AREA <input type="checkbox"/> LIFELINE HLWY <input type="checkbox"/> H POD/JWC <input type="checkbox"/> SEE COMMENTS	<input type="checkbox"/> PROGRAMS - ALL <input type="checkbox"/> COURT SCREEN <input type="checkbox"/> GRANT <input type="checkbox"/> SPONSOR <input type="checkbox"/> INTERN <input type="checkbox"/> TOUR	COMMENTS: SID/FBI/DOC _____ _____ _____
<input type="checkbox"/> ONE <input type="checkbox"/> TEMP UNTIL <input type="checkbox"/> FULL PROFESSIONAL CREDENTIAL	<input type="checkbox"/> AS NEEDED <input type="checkbox"/> APPLICANT <input type="checkbox"/> COORDINATOR <input type="checkbox"/> EMAIL <input type="checkbox"/> IN PERSON <input type="checkbox"/> ATTY PHONES <input type="checkbox"/> NO PHONE CHANGES	<input type="checkbox"/> PRINTS <input type="checkbox"/> SECURITY ADDENDUM NOTIFIED PSN & DATE _____ _____	<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> UPDATE RECORD REVIEWER	ENTERED PSN & DATE _____ _____



# Jail Clearance Agreement

Page 2 of 2

## PLEASE READ AND ACKNOWLEDGE UNDERSTANDING WITH SIGNATURE 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 shall obey all instructions and commands given by the deputies 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 shall 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 shall 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 (ex. suicidal/homicidal statements or ideation, sexual/physical victimization, reported/obvious health issue, etc.) while in custody, except as prohibited by the Rules of Professional Conduct. While in the jail, I agree to properly wear any/all personal protective equipment (PPE) necessary or required to limit potential exchange/exposure of myself/others to pathogens/hazardous materials I may introduce/encounter.
- \* I shall bring valid government issued photo identification (ID ex. driver's license) each time I visit. At check-in, I understand I must exchange my ID for a visitor pass prior to accessing secured areas of the facility. I am aware that I may request to be placed in a visiting area more restrictive than the level for which I am eligible (ex. Non-Contact rather than direct Contact) for my own level of comfort and exposure to inmates. I agree to wear the issued pass and keep it visible to jail staff at all times. I agree to immediately report the loss of the pass, locker key(s), and/or personal property to a duty Sergeant.
- \* I shall not bring weapons of any kind into the Clark County Jail or Law Enforcement Center (including but not limited to: firearms, blades and/or sharp objects, unauthorized tools, chemicals, etc.). I understand weapons lockers are available to law enforcement personnel upon request. I shall not bring food, beverages, tobacco products, or controlled substances or drugs (legal or illegal) into the building. I shall not bring in contraband, leave any item unsecured or unattended (even in an interview room), or allow an inmate to use any item without prior staff authorization. I shall dress according to standard visiting rules (appropriate fit/not transparent or revealing/skirts and shorts no higher than 3" above the knee, and footwear appropriate to the environment). 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 shall conclude my business, gather my belongings, and exit the facility promptly. In the event of an emergency, I shall await assistance and/or instructions from a deputy.
- \* I shall not bring anything into secured or controlled areas except items required to complete the reason for entry and understand that all items, with the exception of legal paperwork, are subject to search. I understand all tools, equipment, or electronic 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 shall 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 at any time.
- \* I acknowledge that should I be injured while engaged in any authorized service while in the facility, I shall obtain and submit a Clark County accident form to the 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 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 shall 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 42CFR Part 2. However, I shall 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 shall 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 shall 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