

March 12, 2026

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract with Brown Consulting Associates for regulatory audits of Health Centers services. Contract Value is \$1,075,000 for 5 years. Funding is through Health Centers' Fee for Services Revenue. No County General Funds are involved.

Previous Board Action/Review	No previous Board action.		
Performance Clackamas	Healthy People		
Counsel Review	Yes - Amanda Keller	Procurement Review	Yes
Contact Person	Sarah Jacobson	Contact Phone	503-742-5303

EXECUTIVE SUMMARY: The Health Centers Division of Health, Housing, and Human Services Department requests approval of a Professional Services Agreement with Brown Consulting Associates, Inc. The purpose of this agreement is to engage services to conduct quarterly audits of the Health Centers' business lines: primary care, behavioral health, and dental. Services will include the review of organizational documents and records to verify compliance with regulatory requirements; address and support coding practices that optimize Health Centers' long-term sustainability; analyze and support risk revalidation efforts; and suggest opportunities to improve risk-coding practices.

RECOMMENDATION: The staff respectfully requests that the Board of County Commissioners approve agreement (12469) with Brown Consulting Associates, Inc., and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health, Housing & Human Services

For Filing Use Only



CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #0000001615 H3S #12469

This Personal Services Contract (this “Contract”) is entered into between Brown Consulting Associates, Inc. (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”), on behalf of the Health Centers Division of its Department of Health, Housing, and Humans Services.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on December 31, 2030.
- 2. Scope of Work.** Contractor shall provide the following personal services: quarterly audit of Health Centers Division providers for compliance and regulatory requirements (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed One Million Seventy-Five Thousand Dollars (\$1,075,000) for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B. Because the exact amount of Work the County may require the is unknown, nothing herein shall be construed as a promise to pay Contractor the entire \$1,075,000.00 authorized under this Contract.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
Invoices shall reference the above Contract Number and be submitted to:
HealthCenterAP@clackamas.us
- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C.

7. Contractor and County Contacts.

Contractor Contract Administrator: Meri Harrington Phone: 208-736-3755 Email: meri@bcarev.com	County Contract Administrator: Adam Kearn Phone: 971-276-5002 Email: akearl@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. Availability of Future Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. Indemnity, Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result

from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

- 8. Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this

Contact in accordance with its terms.

- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. Representations and Warranties.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 32, 33, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. Subcontracts and Assignments.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the

subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. Tax Compliance Certification.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove

or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. Waiver. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. Public Contracting Requirements. Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.

28. Confidentiality. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as “**Personal Information**” is defined in ORS 646A.602(12)).

Contractor agrees to hold any and all information that it is required by law or that the County marks as “Confidential” to be held in confidence (“**Confidential Information**”), using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County’s request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor’s possession which embody Confidential Information.

Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are

necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

- 29. Criminal Background Check Requirements.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.
- 30. Key Persons.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.
- 31. Cooperative Contracting.** Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of

EXHIBIT A
RFP 2025-81
QUARTERLY AUDIT OF HEALTH CENTERS DIVISION PROVIDERS



REQUEST FOR PROPOSALS #2025-81

FOR

QUARTERLY AUDIT OF HEALTH CENTERS DIVISION PROVIDERS

BOARD OF COUNTY COMMISSIONERS

**CRAIG ROBERTS, Chair
PAUL SAVAS, Commissioner
MARTHA SCHRADER, Commissioner
BEN WEST, Commissioner
DIANA HELM, Commissioner**

**Gary Schmidt
County Administrator**

**Thomas Candelario
Contract Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: December 8, 2025

TIME: 2:00 PM, Pacific Time

PLACE: <https://bidlocker.us/a/clackamascounty/BidLocker>

SCHEDULE

Request for Proposals Issued.....	November 3, 2025
Protest of Specifications Deadline.....	November 11, 2025, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	December 1 , 2025, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time....	December 8, 2025, 2025, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

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Section 1 – Notice of Request for Proposals
Section 2 – Instructions to Proposers
Section 3 – Scope of Work
Section 4 – Evaluation and Selection Criteria
Section 5 – Proposal Content (Including Proposal Certification)

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, December 8, 2025** (“Closing”), to provide Quarterly Audit of Health Centers Division providers. No Proposals will be received or considered after that time.

Location of RFP documents: OregonBuys

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsv/view/login/login.xhtml>, Document No. S-C01010-00015309 .

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys.

Submitting Proposals: Bid Locker

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascountry/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects> .

Contact Information

Procurement Process and Technical Questions: Thomas Candelario, tcandelario@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for

award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an

extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.28 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is seeking Proposals from vendors to provide a quarterly audit of Health Centers Division providers for compliance and regulatory requirements. Health Centers includes primary care, dental and specialty behavioral health.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Clackamas County Health Centers Division (CCHCD) is part of the Health, Housing, and Human Services department of Clackamas County that provides a wide variety of primary care, specialty mental health and substance use treatment services to children, youth, families and adults. CCHCD clinics are a Federally Qualified Health Center (“FQHC”) providing care to 17,686 patients with 110,955 visits in 2024. The health centers are considered “safety net clinics” and our mission is to serve vulnerable populations.

3.3. SCOPE OF WORK

3.3.1. Scope:

Contractor Responsibilities

Contractor shall conduct quarterly audits of providers for all lines of business through the review of organizational documents and records to verify compliance with regulatory requirements; address and support coding practices that optimize Health Centers long term sustainability; analyze and support risk revalidation efforts; and suggest opportunities to improve risk coding practices. Work may include, but is not limited to:

- Evaluate documentation to ensure it supported the services provided and billed.
- Assess the fulfillment of medical necessity for the services reviewed.
- Conduct a comprehensive review of all relevant coding types:
 - CPT codes, including Evaluation and Management (E&M) levels and appropriate modifiers
 - CDT codes, including utilization of appropriate HCPCS or ICD-10-CM codes and modifiers
 - HCPCS codes.
 - ICD-10-CM coding accuracy.
- Ensure compliance with regulatory guidelines for medical documentation and billing.
- Identify discrepancies between services documented and services billed to address potential compliance risks.
- Validate the accuracy of CPT, HCPCS, and ICD-10-CM coding to maintain billing precision.

- Confirm that the codes used aligned with carrier-specific requirements for dental services.
- Identify areas of risk to mitigate potential legal and financial exposure.
- Highlight specific provider documentation issues and provided actionable recommendations for improvement.
- Detect coding and billing issues and propose targeted recommendations for resolution.
- Suggest process changes to enhance compliance and operational efficiency
- Review of all ICD 10, CPT and HCPCS codes selected by the provider and how the documentation supports what is selected.
- Review of claim data for accurate reporting of modifiers and codes selected based on CMS and Oregon Medicaid payer guidelines.
- Meet with Compliance Analyst and Billing Supervisor before each audit to discuss the scope of the audit
- Meet with Compliance Analyst and Billing Supervisor after each audit to discuss and report out strengths and findings
- Provide group training sessions to facilitate the understanding and implementation of correct coding practices. Trainings will be scheduled on an as needed basis as a collaborative effort between Contractor and County.

County Responsibilities

County shall facilitate quarterly audits by providing the necessary support, access, and information needed by the Contractor to complete services, including but not limited to:

- Access to all internal documents and records subject to audit review
- Access to the County's Electronic Health Record system (EHR)
- Coordination of providers' participation in the audit
- Timely response to Contractor communications related to audit services

County shall maintain oversight of Contractor performance through auditing the reporting expectations from Contractor.

Compliance with the Health Insurance Portability and Accountability Act (HIPAA)

Services under this contract are subject to HIPAA due to the access of the EHR. As such, a HIPAA clause will be required in this contract along with a Qualified Service Organization Business Associate Agreement (QSOBAA).

3.3.2. Work Schedule:

Audits shall be conducted on the previous quarters' audit samples to remain timely for provider feedback. Providers with an accuracy rating of 90% will have yearly audits conducted to remain in compliance with regulatory requirements and/or the Health Centers' coding policy (in development).

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **December 31, 2030** with the option for two (2) additional two (2) year renewals thereafter subject to the mutual agreement of the parties.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

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

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

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 28 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Article II, Paragraph 31 – Cooperative Contracting
- Article II, Paragraph 32 – Federal Contracting Requirements
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

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

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Proposals will only be accepted electronically thru Equity Hub's Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

5.1.2. Completed proposal documents must arrive electronically via Equity Hub's Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count.

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

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Description of the firm's ability to meet the requirements in Section 3.

5.4. Fees

Fees should be on a time and material with a not to exceed fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied

5.6. Completed Proposal Certification (see the below form)

**EXHIBIT B
CONTRACTOR'S PROPOSAL**



Request for Proposal Provider Chart Audits

December 2025

Contact:

Thomas Candelario,
Contract Analyst

2051 Kaen Road,
#367

Oregon City, OR
97045

503-655-8471
tcandelario@clackamas.us

General Background and Qualifications

BCA, Inc. is a nationally recognized leader in clinical documentation, coding accuracy, and provider education, with more than 35 years of experience supporting safety-net healthcare organizations. Our firm specializes in delivering high-quality, compliant, and actionable audit services that strengthen operational performance, support regulatory adherence, and enhance financial sustainability across diverse clinical environments.

Our team brings deep expertise in medical, behavioral health, and dental documentation standards, along with extensive experience in compliance, risk adjustment, and revenue integrity. By combining clinical insight, coding proficiency, and a strong educational framework, BCA delivers audit outcomes that not only identify documentation and coding gaps but also equip providers and operational teams with the tools needed to achieve sustained improvement.

BCA is committed to continuing our long-standing relationship with Clackamas County by providing comprehensive, transparent, and data-driven audit services. Our goal is to ensure that each documentation review results in measurable improvements in coding accuracy, documentation quality, and compliance; ultimately supporting high-quality patient care and the County's broader organizational objectives.

1. Description of Firm

BCA (Brown Consulting Associates), established in 1989, is a 100% women-owned consulting firm specializing in clinical documentation audits, coding accuracy reviews, and targeted educational programs for healthcare organizations nationwide. Founded in Twin Falls, Idaho, BCA has grown into a trusted partner for safety-net providers, including Federally Qualified Health Centers (FQHCs), Rural Health Clinics (RHCs), public health departments, hospital outpatient clinics, Title X organizations, and multidisciplinary medical, behavioral health, and dental practices.

With more than 35 years of experience exclusively serving mission-driven healthcare organizations, BCA brings a unique depth of understanding of PPS, wraparound payment methodologies, value-based reimbursement, and the operational and financial pressures facing safety net providers. Our services are intentionally designed to adapt to the evolving regulatory landscape, payer expectations, and clinical documentation standards.

BCA recognizes that each healthcare environment operates differently, and we tailor every audit and training engagement to the client's specific clinical workflows, support staff structure, provider specialties, case mix, payer mix, and state-specific policies. This individualized approach ensures that our findings and recommendations are practical, relevant, and immediately actionable for providers and administrative teams.

Over our decades of service, BCA has completed more than one million documentation and coding reviews and delivered training to thousands of clinicians, coders, billers, and compliance staff across the country. We place strong emphasis on quality, compliance, operational efficiency, and collaborative provider education, aligning our work with our core values of integrity, servant leadership, community, efficiency, and wholeheartedness.

More than 90% of BCA's client base is composed of FQHCs and RHCs, creating a strong alignment with Clackamas County's service delivery model and organizational mission. Our longstanding partnership with the County further strengthens our ability to provide accurate, efficient, and tailored audit services that reflect Clackamas County's unique workflows and multidisciplinary provider mix.

2. BCA Team Members and Relevant Experience

The BCA team consists of highly experienced auditors, clinicians, educators, and analysts who specialize in documentation integrity, compliance, and coding accuracy across medical, behavioral health, and dental services. Our staff includes a diverse group of professionals, who bring decades of combined experience and a deep understanding of the unique needs of safety-net organizations.

BCA auditors and educators hold a wide range of industry-recognized credentials, including CPC, CPMA, CRC, CEMC, CFPC, CPB, CCS-P, CPCO, CGMA, and CPA. These certifications reflect our expertise in evaluation and management (E/M) auditing, risk adjustment, dental documentation, behavioral health services, compliance, and financial oversight. We are committed to continuous professional development, and all team members maintain rigorous ongoing education to stay aligned with CMS, CPT/HCPCS, ICD-10-CM, and state-specific requirements.

Over the past 35 years, BCA has conducted more than one million documentation and coding reviews nationwide, serving clinicians, quality teams, billing staff, compliance officers, and executive leadership. Our work spans medical, behavioral health,

dental, pharmacy, and multidisciplinary integrated care environments. In addition to our audit work, we deliver structured group and one-on-one education that empowers providers to improve documentation accuracy, clinical reasoning support, coding precision, and regulatory compliance.

Every chart reviewed by BCA undergoes a two-auditor quality assurance process, ensuring consistency, accuracy, and defensible findings. Our auditors are knowledgeable in MAC-specific guidance across jurisdictions and are familiar with both UB-04 and CMS-1500 billing requirements. For Clackamas County specifically, our assigned auditors have existing familiarity with your workflows, departmental structures, and multidisciplinary documentation patterns, allowing us to begin work efficiently with reduced ramp-up time.

The BCA team's breadth of experience, clinical insight, and structured educational methodology ensures that audit results are not only accurate but also meaningful, actionable, and aligned with the County's goals for quality improvement, compliance, and value-based care performance.

3. Provision of Similar Services within the Past Five Years

Over the past five years, BCA, Inc. has provided comprehensive documentation audits, coding reviews, compliance assessments, and provider education for numerous public-sector and quasi-public healthcare organizations across the Pacific Northwest and nationally. Our work has primarily supported Federally Qualified Health Centers (FQHCs), Rural Health Clinics (RHCs), and county-operated clinics—organizations whose structure, mission, funding mechanisms, and regulatory oversight closely mirror those of Clackamas County Health Centers.

Representative engagements include:

La Clinica (Medford, Oregon) – Multidisciplinary medical, behavioral health, dental, and school-based FQHC services. BCA has provided large-scale documentation and coding audits, specialty-specific reviews, operational assessments, and ongoing clinician education.

CHAS Health (Spokane, Washington) – One of the largest FQHC systems in the region, where BCA has delivered multi-year medical, behavioral health, and dental audits; training programs; and risk-adjustment support to strengthen value-based care performance.

Neighborhood Health Center (Portland, Oregon) – BCA has engaged in comprehensive audit and education services for medical, behavioral health, and dental providers, including focused PPS documentation reviews and targeted process improvement initiatives.

Across these engagements, BCA has delivered:

- Quarterly and annual chart audits
- Compliance-focused documentation reviews
- Multidisciplinary coding audits (medical, dental, behavioral health)
- HCC and risk-adjustment audits for value-based contracts
- Billing and revenue integrity reviews
- One-on-one and group-based provider education
- Workflow assessments and documentation improvement strategies

These organizations operate under similar PPS, wraparound, Medicaid, and Medicare regulatory frameworks similar to Clackamas County, making this experience directly transferable. Our team is deeply familiar with the complexities of clinical workflows in integrated safety-net environments, as well as the nuances of payer expectations, UDS reporting, chronic disease management documentation, and quality measure alignment.

By working extensively with large and mid-sized FQHCs and county health systems, BCA has developed a robust understanding of the challenges facing public-sector clinics, including staffing shortages, evolving payer requirements, increased documentation burden, and the need to balance quality, compliance, and financial performance. This experience enables us to deliver audit findings and educational support that are both high-impact and practical for frontline clinicians.

4. BCA's Distinguished Service

Unlike generalist consulting firms, BCA has intentionally specialized in the operational, financial, and compliance structures unique to safety-net organizations. More than 90% of our client base consists of FQHCs, RHCs, and county-operated clinics. This specialization ensures that our audit findings, recommendations, and education are tailored specifically to PPS documentation requirements, wrap payment structures, UDS reporting, and value-based care models.

Dual-Auditor Review Model for Superior Quality and Consistency

Every chart reviewed by BCA undergoes a two-auditor evaluation process before finalization. This dual-review model—rare in the industry—ensures exceptional accuracy, internal consistency, and defensible audit results. It also provides greater reliability and minimizes variability between reviewers, improving the clarity and usefulness of findings for clinical teams.

National Benchmark Dataset Built From Over 35 Years of Reviews

BCA maintains one of the largest FQHC/RHC-focused documentation review datasets in the country. This allows us to benchmark provider performance, identify systemic trends, and provide context for documentation and coding patterns that would otherwise be difficult to interpret. Our insights go beyond compliance findings; they illuminate root causes and improvement opportunities.

Holistic and Educational Approach

BCA does not view audits as punitive or solely compliance-driven. We integrate structured education into every engagement to ensure that clinicians understand both the regulatory requirements and the clinical reasoning behind documentation expectations. Our straightforward feedback formats, performance charts, and one-on-one coaching allow providers of all experience levels to improve quickly and sustainably.

Continuously Women-Owned Firm

Founded in 1989 and celebrating 37 years in 2026, BCA is a 100% women-owned business with a national reputation for integrity, responsiveness, and long-term partnership. Our boutique size ensures direct access to senior experts, faster turnaround times, flexibility in project structure, and an exceptional level of client service that larger firms cannot match.

Experienced With Clackamas County Workflows and EMR Configuration

Because BCA has served Clackamas County for multiple years, our team already understands your multidisciplinary provider mix, reporting requirements, and Epic configuration. This familiarity enables a seamless continuation of services with no onboarding or transition ramp-up required and ensures immediate value in the next contract cycle.

Together, these distinguishing features allow BCA to deliver highly accurate audits, meaningful improvement strategies, and a provider-centered educational experience that consistently strengthens documentation quality, compliance, and value-based care performance.

Contract Requirements and Assumptions

- General Requirements
 - a. Completion of quarterly educational audits for all lines of business. This includes:
 - i. Randomized samples of provider encounters, but must include preventative/annual wellness, procedure, and routine encounters
 - ii. Review documentation of all notes, orders, results, and flow sheets for selected records
 - iii. Evaluate assigned CPT/CDT/HCPCS codes for accuracy of code level and modifiers using current regulatory and payer guidelines for medical documentation and billing
 - iv. Confirm that all reportable services are appropriately captured and documented
 - v. Confirm that the codes used align with carrier-specific requirements for dental services
 - vi. Validate the quality of medical record documentation and that documentation supports medical necessity
 - vii. Evaluate appropriateness of capture of HCC risk adjustment coding and determination of potential for value-based reimbursement
 - viii. Validate ICD-10-CM code assignment and determination of any missing, miscoded, or

- incorrectly assigned codes as per HIPAA mandated ICD-10-CM guidelines
 - ix. Review documentation for appropriate specificity to improve quality measures for value- based contracts and UDS reporting
 - x. Detect coding and billing issues and propose targeted recommendations for resolution
 - xi. Pinpoint coding and documentation trends, assesses strengths and weaknesses, and provides individual feedback, performance charts, and recommendations
 - xii. Review the timeliness of authentication and signatures
 - xiii. Review of bundling and NCCI edits are appropriately applied
 - xiv. Review documentation for appropriate Social Determinants of Health capture
 - xv. Recommend process changes to enhance compliance and operational efficiency
 - xvi. Explanation of audit results –
 1. How are they delivered?
 2. What if there are questions?
 3. Is it easy to understand recommendations (even if not a coder/auditor)?
 - b. Preparation of any coding tools for clinicians, coders, and other team members
 - c. Meet with Compliance Analyst and Billing Supervisor before each audit to discuss the scope of the audit
 - d. Meet with Compliance Analyst and Billing Supervisor after each audit to discuss and report out strengths and findings
- b. Provision of group training sessions to facilitate the understanding and implementation of correct coding practices as needed

Quarterly Audit Approach

BCA conducts quarterly educational documentation and coding audits for all providers identified by Clackamas County. Our methodology is designed to ensure accuracy, transparency, and actionable feedback while supporting continuous improvement across medical, behavioral health, and dental services.

Encounter Sampling

Each quarter, BCA selects a randomized sample of encounters for every clinician. Samples include a balanced distribution of:

- Preventive and annual wellness visits
- Procedure-based encounters
- Routine evaluation and management encounters
- Behavioral health visits
- Dental services (as applicable to provider type)

Sampling methodology follows defensible audit standards and ensures representation across service types and documentation workflows.

Documentation Review Protocol

For each encounter, BCA completes a comprehensive review that includes:

- All related notes, orders, care plans, results, and applicable flowsheets
- Verification of CPT/HCPCS/CDT codes and modifiers
- ICD-10-CM accuracy, specificity, and compliance with diagnosis reporting standards
- Evaluation of medical necessity and clinical documentation sufficiency
- Review for missed, miscoded, or unsupported services or diagnoses
- Assessment of SDOH documentation when present
- NCCI edit validation
- Review of supervision documentation when residents or students are involved

Each chart undergoes BCA's dual-auditor review process, followed by a senior compliance consultant review to ensure consistency and accuracy.

Risk Adjustment and Value-Based Care Focus

Because Clackamas County participates in multiple value-based care models, BCA integrates:

- HCC/Risk Adjustment capture review
- Identification of missed or unsupported chronic condition documentation
- Coding specificity recommendations tied to quality and population health measures
- Insights that support UDS and eCQM alignment where applicable

Communication and Audit Coordination

Before each audit cycle, BCA meets with the Compliance Analyst and Billing Supervisor to:

- Confirm selected providers
- Review any emerging trends or issues
- Validate timelines and training needs for that quarter

This ensures clarity, transparency, and alignment with County priorities.

Reporting and Education

Following report delivery, BCA provides:

- Group training sessions tailored to clinical specialty or identified systemic trends
- Individual one-on-one education for providers who would benefit from deeper support
- Coding tools, quick-reference guides, and workflow aids, customized to County needs
- Post-education Q&A sessions to reinforce understanding

Education focuses on practical, real-world documentation strategies that improve clarity, compliance, and efficiency for providers.

Timeline

All audit reports are delivered within 45 days of receiving complete access to records. Training sessions are scheduled promptly upon report completion. Accelerated timelines are available for priority areas upon request.

Ongoing Support

BCA maintains an open communication channel throughout the audit cycle and is available for:

- Clarification of findings
- Guidance on implementing recommendations
- Follow-up consultations with compliance, billing, and clinical leadership

This ensures that audit insights translate into measurable improvements.

Audit Deliverables

Pre-audit Work

- a. Pre-audit analysis of ICD-10-CM and CPT/CDT Data Reports (group and individual clinicians)
- b. Development and delivery, if requested, of pre-audit group education based on data analysis

- c. Initial set-up of routine client check-in meetings to communicate audit progress, identify barriers, and coordinate training sessions

Audit Work

- a. Completion of an educational audit of 10 chart reviews for each clinician, which includes:
 - a. Review documentation of all notes, orders, and results for selected records
 - b. Evaluation of CPT/CDT/HCPC code and modifier assigned for accuracy of code level and modifiers utilizing current CMS/CPT E/M Guidelines for all service types
 - c. Validate ICD-10-CM code assignment and determination of any missing, miscoded, or incorrectly assigned codes as per HIPAA-mandated ICD-10-CM guidelines
 - d. Evaluate appropriateness of capture of HCC risk adjustment coding and determination of potential value for value-based reimbursement
 - e. Confirmation that all reportable services and diagnoses are appropriately captured and documented
 - f. Validate that the quality of medical record documentation supports medical necessity
 - g. Review documentation for appropriate specificity to improve quality measures for value-based contracts and UDS reporting
 - h. Appropriate documentation for supervision of residents and medical students as needed
 - i. Pinpoint coding and documentation trends, assess strengths and weaknesses, and provide individual feedback, performance charts, and recommendations
 - j. Review the timeliness of authentication and signatures
 - k. Review of claims forms submitted for billing
 - l. Review for appropriate application of NCCI edits
 - m. Review documentation for appropriate Social Determinants of Health capture
- b. A complete summary report detailing the audit results with recommendations
 - a. Individual clinician summary reports with encounter-level findings and recommendations to help improve charting and coding
 - b. Organization level summary report clarifying trends and recommendations for monitoring and improvement

Post-Audit Work

- a. Post-audit analysis of ICD-10-CM and CPT/CDT Data Reports (group/individual clinicians)
- b. Preparation of training material for post-audit group sessions if indicated
- c. Group training sessions for each clinician group/specialty as requested
- d. Formulation of any coding tools for clinicians, coders, and other team members
- e. Individual training sessions for each clinician, if warranted after post-audit data analysis
- f. Post-training web-based conference with management, if desired, to review audit results, answer questions, and clarify recommendations
- g. Reaudits as needed based on audit and training results

Cost: Provide pricing for the cost per audit per provider.

Provider Type	Audit Cost per Provider	Individual Training per Provider	Optional Group Pre/Post Education
Medical	\$725	\$225	\$850/hr (2 hrs)
Behavioral Health	\$725	\$225	\$850/hr (2 hrs)
Dental (Dentist/Hygienist)	\$600 / \$325	\$225	\$850/hr (1.5 hrs)

Onsite Daily Fee: \$1,500/day per consultant (if in-person sessions are requested)

Travel: Billed at actual cost (pre-approved)

Virtual Delivery Option: Available at no additional cost

Report Preparation: Included at no additional cost

Attendance and Participation in Quarterly Meetings as Outlined in RFP: Included at no additional cost

Not To Exceed Amount excluding onsite/travel (Annual): \$215,000

Not To Exceed Amount excluding onsite/travel (5-year Contract Term): \$1,075,000

- BCA anticipates actual costs being lower than NTE amount due to provider performance reducing the number of necessary audits per quarter. Additionally, it is anticipated that all providers will not require individual training. The NTE amount includes quarterly training for all providers, both individually and as part of a group session.
- If EMR access is not available, there will be an additional fee to audit PDF files.

Labor Classification & Hourly Rates

Labor Classification	Hourly Rate
Engagement Partner / Principal	\$300
Senior Audit Manager / COO	\$225
Audit Specialist – Medical	\$200
Audit Specialist – Dental	\$200
Audit Specialist – Pharmacy	\$200
Data Analyst	\$150
Project Coordinator	\$150

Experience:

BCA, Inc., founded in 1989, is a 100% women-owned small business with more than 35 years of specialized experience in clinical documentation audits, coding accuracy reviews, and provider education for safety-net healthcare organizations nationwide. Our longstanding commitment to FQHCs, RHCs, county health departments, and multidisciplinary clinics has resulted in more than one million chart reviews and thousands of training sessions delivered across medical, behavioral health, dental, and integrated care settings.

BCA’s expertise extends beyond standard documentation review. We have deep operational knowledge of PPS reimbursement, wraparound payment requirements, Medicaid and Medicare audit expectations, and the distinct coding and documentation challenges faced by organizations serving Medicaid and underserved populations. This allows us to identify not only compliance issues, but also systemic opportunities to strengthen operational efficiency, quality reporting, and value-based care readiness.

Our continued partnership with Clackamas County reflects our understanding of your workflows, documentation patterns, EMR configuration, multidisciplinary provider mix, and compliance expectations. This continuity ensures immediate productivity, high audit accuracy, and no ramp-up period—allowing BCA to deliver value from day one of the contract term.

Customer service:

BCA is committed to providing exceptional, responsive, and highly coordinated customer service throughout every phase of the audit process. To ensure seamless project execution, BCA assigns a dedicated Project Manager who oversees scheduling, communication, reporting timelines, and education coordination for all provider groups. This point-of-contact structure ensures that Clackamas County receives consistent communication and timely issue resolution.

Our customer service commitments include:

- **Weekly progress updates** during active audit cycles
- **Clear communication of timelines, sampling decisions, and review status**
- **Rapid turnaround on questions**, with responses typically provided within one business day
- **Flexible scheduling** to accommodate provider availability and operational needs
- **Secure, HIPAA-compliant data exchange** using encrypted platforms
- **Accessibility for follow-up discussions** after reports or training sessions

BCA emphasizes collaboration with compliance, billing, quality, and operational leadership to ensure findings and recommendations are fully understood and integrated into workflow improvements. We maintain open

communication channels throughout the engagement to support continuous improvement, reinforce best practices, and ensure a smooth audit experience for both providers and administrative teams.

Our service philosophy is centered around partnership: we work as an extension of your team, ensuring that audits, education, and reporting are delivered professionally, efficiently, and with the highest level of support.

Respondent Information and Contact

Name and title of person completing this Form: Meri Harrington, Managing Partner, Director of Education

Phone No.: 208-944-2753

Email Address: meri@bcarev.com

Full legal name of Respondent: Brown Consulting Associates, Inc.

Respondent's federal tax identification number: 82-0527616

Any name(s) under which Respondent does business (DBAs): BCA, Inc.

Primary Business Address: PO Box 729, Kettle Falls, WA 99141

Primary Business Phone No.: 208-736-3755

Please provide a copy of business license. Idaho Business License attached.

References:

1. La Clinica

Chareva Reyes

Address: 931 Chevy Way, Medford OR 97504

reyesc@laclinicahhealth.org

Phone: 541-494-4774

2. Community Health Association of Spokane (CHAS)

Sandra Foley

Address: 611 N. Iron Bridge Way, Spokane WA 99202

sfoley@chas.org

Phone: 509-444-8888

3. Neighborhood Health Center

Meredith McIntyre

Address: 7320 SW Hunziker Rd. Ste 100, Portland OR 97223

McIntyreM@nhcoregon.org

Phone: 503-941-3128

Addendum A — Executive Summary

BCA, Inc. is pleased to continue our partnership with Clackamas County by providing comprehensive, accurate, and educational documentation and coding audits across medical, behavioral health, and dental services. With more than 35 years of exclusive experience serving safety-net healthcare organizations, BCA brings a deep understanding of PPS documentation requirements, wraparound payment structures, Medicaid/Medicare audit expectations, and value-based care documentation standards.

Our approach emphasizes accuracy, compliance, and practical improvement. Each chart undergoes a dual-auditor review process, ensuring exceptional reliability and consistency. Findings are paired with clear, actionable education delivered at both group and individual levels, ensuring that clinicians not only understand the expectations but are supported in applying them.

Because BCA has worked with Clackamas County in the past, our auditors are already familiar with your workflows, EMR configuration, documentation patterns, and multidisciplinary service environment across medical, dental, behavioral health, and integrated care teams. This continuity ensures seamless delivery, rapid cycle audits, and reports that are immediately useful to your clinicians and leadership teams.

Our work is designed to support the County's goals of improving care quality, strengthening compliance, enhancing operational efficiency, and ensuring accurate and defensible coding. BCA's partnership approach, built on communication, transparency, and responsiveness, ensures that audit results translate into meaningful clinical and organizational improvements.

Addendum B — HIPAA & Data Security Statement

BCA, Inc. maintains rigorous data security and privacy standards to ensure full compliance with HIPAA, HITECH, and applicable state regulations. Our policies and procedures are designed to protect protected health information (PHI) throughout the audit lifecycle, from receipt to secure destruction.

Data Transmission & Storage

- All PHI is transmitted using encrypted, HIPAA-compliant file transfer platforms.
- Data is stored on secure servers with encryption at rest and access restricted to authorized audit personnel.
- Multi-factor authentication (MFA) is required for system access.

Access Controls

- Role-based access ensures only auditors assigned to Clackamas County may view your data.
- All staff undergo annual HIPAA and cybersecurity training.
- Audit logs track all access to PHI.

Use & Disclosure

- PHI is used solely for the purpose of fulfilling contracted audit services.
- No PHI is shared externally without explicit authorization from Clackamas County.

Data Retention & Destruction

- PHI is retained only for the duration necessary to complete reporting and education.
- Secure destruction procedures are used once the retention period ends.

Incident Response

- BCA maintains a formal incident response plan compliant with HIPAA breach notification rules.
- Any suspected security event triggers immediate internal review and notification to designated County contacts.

BCA's commitment to data security ensures that your information is protected with the highest level of confidentiality, integrity, and operational safeguards.

Addendum C — Project Management & Communication Plan

BCA uses a structured project management model to ensure efficient audit delivery, transparent communication, and minimal disruption to clinical workflows.

Dedicated Project Manager

A single Project Manager serves as your primary point of contact, overseeing:

- Scheduling of audits and trainings
- Sample selection coordination
- Progress reporting
- Delivery of formal reports
- Communication with compliance, billing, and leadership staff

Communication Standards

- **Weekly progress updates** during active audit cycles
- **Pre-audit planning meeting** with the Compliance Analyst and Billing Supervisor
- **Post-audit review meeting** to discuss findings and education plans

Audit Workflow Oversight

The Project Manager ensures:

- Timely receipt of records or EMR access
- Efficient coordination with providers for scheduling training sessions
- Transparent documentation of audit status and performance metrics
- On-time delivery of all reports and educational materials

Escalation Framework

Should questions or concerns arise, BCA's escalation path includes:

1. Project Manager
2. COO
3. Engagement Partner

This ensures rapid resolution and continuous alignment with County needs.

Addendum D — Implementation Timeline

BCA uses a consistent, repeatable quarterly audit cycle. Below is the standard timeline, which can be customized based on County preferences.

Week 1 — Audit Planning

- Confirm provider list for the quarter
- Review special considerations or problem areas
- Finalize sample selection
- Verify EMR access or file transfer processes

Weeks 2–6 — Audit Execution

- Comprehensive chart review
- Dual-auditor quality assurance process
- Senior consultant review
- Continuous communication of emerging trends

Weeks 6–7 — Report Preparation

- Develop provider-level reports
- Prepare system-wide summary report
- Create performance charts and trend analyses

Week 7 — Deliverables Issued

- County receives complete package of audit findings
- Leadership-level summary provided
- Q&A time scheduled

Weeks 8–10 — Training & Education

- Group training sessions (specialty-specific when applicable)
- Individual provider sessions
- Delivery of reference tools and documentation improvement aids

Ongoing

- Continuous communication
- Optional re-audits to monitor improvements
- Tracking of trends across quarters to show progress over time

All timelines can be accelerated upon request, depending on County priorities.

Addendum E — Key Personnel Bios

Meri Harrington, Managing Partner & Director of Education

Meri brings more than 25 years of experience in clinical documentation improvement, provider education, and multidisciplinary audit oversight. She holds multiple AAPC and AHIMA credentials and leads BCA's national education and training programs. Meri specializes in simplifying complex documentation requirements so that clinicians can improve accuracy without adding burden to workflow. She oversees curriculum development, individual coaching, and quality assurance for all audit engagements.

Jennifer Bartlett, COO

With extensive expertise in compliance, clinical documentation auditing, and organizational workflow improvement, our COO oversees audit methodology, ensures adherence to CMS and state requirements, and provides high-level review of all audit findings. Their leadership ensures accuracy, consistency, and defensibility across all provider audits.

Audit Specialists (Medical, Behavioral Health, and Dental)

BCA's audit specialists are certified in CPC, CPMA, CRC, CEMC, CPB, and other advanced credentials. Each brings significant real-world experience auditing FQHC/RHC documentation across medical, behavioral health, and dental specialties. Their dual-auditor review model enhances accuracy and consistency across large audit volumes.

Data Analyst

The Data Analyst supports pre- and post-audit trend analysis, coding pattern identification, and development of charts and visual summaries. Their work enables BCA to identify systemic trends and highlight opportunities for improving accuracy, efficiency, and value-based care readiness.

Project Coordinator

The Project Coordinator manages scheduling, EMR access coordination, data receipt, and document control. They ensure a smooth audit workflow, clear communication, and consistent delivery of all required materials.

Addendum F — Insurance & Contract Compliance Statement

BCA, Inc. confirms our ability and willingness to comply with all insurance requirements outlined by Clackamas County, including:

- General liability
- Professional liability
- Workers' compensation
- Cybersecurity / data protection coverage (if required)

We further affirm:

- Our willingness to enter into contract negotiations with Clackamas County
- Our acceptance of standard County contract terms, unless otherwise addressed during negotiation
- Our compliance with all federal, state, and local regulations applicable to this work

BCA will supply certificates of insurance upon award or request.

PROPOSAL CERTIFICATION
RFP #2025-81

Submitted by: Brown Consulting Associates, Inc., Idaho
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: Meri Harrington Date: _____
Signature: Meri Harrington Title: Managing Partner
Email: meriebcarev.com Telephone: 208-736-3755
Oregon Business Registry Number: _____ OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: Idaho

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into by and between **Clackamas County, on behalf of the Health Centers Division of its Department of Health, Housing and Human Services** (“Covered Entity”), and **Brown Consulting Associates, Inc.** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations (“HIPAA”). This Business Associate Agreement is effective upon execution by both parties.

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Effective Date” shall be the Effective Date of this Business Associate Agreement.
- 1.5 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.

- 1.6 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.7 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.8 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.9 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.10 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.11 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.12 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.13 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.14 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.15 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI

- on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
 - 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
 - 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
 - 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
 - 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
 - 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available

- information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

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

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
- a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.

- b. In plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
 - c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.
- 5.3. Covered Entity may, in its sole discretion, require Business Associate to provide the notice of Breach to any individual or entity required by applicable law to receive such notice.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered

Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

6.3 **Effect of Termination.**

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII –GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.

- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

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

Business Associate

Brown Consulting Associates, Inc.

Meri
Harrington

Digitally signed by Meri
Harrington
Date: 2026.02.10
09:18:26 -08'00'

By: _____

Title: Managing Partner

Date: _____

Covered Entity

Clackamas County

By: _____

Title: _____

Date: _____