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Clackamas County
www.clackamas.us



CLACKAMAS COUNTY SHERIFF

8/13/2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract with NaphCare Everhealth for comprehensive correctional medical, dental, pharmaceutical, and mental health services at the Clackamas County Jail. Agreement Value is \$50,561,697.36 for 5 years. Funding is through \$12,640,424.34 of Public Safety Local Option Levy Funds and \$37,921,273.02 of Budgeted County General Funds.

Previous Board Action/Review: Prior agreement signed 7/27/2023 20230727 I.A.2.

Performance Clackamas: Safe, Secure, and Livable Communities

Counsel Review: Yes

Procurement Review: Yes

Contact Person: Patrick Williams

Contact Phone: 503-785-5012

EXECUTIVE SUMMARY: The Clackamas County Sheriff's Office (CCSO) is responsible for providing legally required medical, dental, pharmaceutical, and mental health services to the adults in custody at the Clackamas County Jail. In collaboration with County Procurement, CCSO underwent a request for proposal process for the aforementioned services. NaphCare Everhealth, LLC was selected as the service provider.

RECOMMENDATION: Staff recommends approval of this agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James S. Rhodes".

Sheriff James Rhodes

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Office: 9101 SE Sunnybrook Boulevard, Clackamas, Oregon 97015

Mailing: 2223 Kaen Road, Oregon City, Oregon 97045

Phone: 503-785-5000 Fax: 503-785-5190 www.ClackCoSheriff.us



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract # 0000001809**

This Personal Services Contract (this "Contract") is entered into between NaphCare Everhealth, LLC ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County"), acting by and through its Department of its Sheriff's Office.

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 June 30, 2031, with the option for two (2) additional two (2) year renewals thereafter subject to the mutual agreement of the parties.
2. **Scope of Work.** Contractor shall provide the following personal services: Comprehensive Correctional Medical, Dental, Pharmaceutical, and Mental Health Services at the Clackamas County Jail ("Work"), further described in RFP #2025-88 attached and incorporated herein as "**Exhibit A**," and Contractor's response attached and incorporated herein as "**Exhibit B**."

Contractor will provide staffing at no less than the levels set forth in "**Exhibit C**," attached and incorporated by this reference herein. Work will be performed in accordance with the terms, conditions and standards set forth in "**Exhibit D**," attached hereto and incorporated by this reference herein. Work will be performed in accordance with the terms, conditions, and standards set forth in Exhibits A through F.

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Fifty Million Five Hundred Sixty-One Thousand Six Hundred Ninety-Seven Dollars and Thirty-Six Cents (\$50,561,697.36)** for accomplishing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates specified in "**Exhibit E**," attached hereto and incorporated herein.
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: CCSO Finance at CCSOFinance@clackamas.us; Melanie Menear at mmenear@clackamas.us and Jennifer Freeman at jenniferfre@co.clackamas.or.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 B, Exhibit A, Exhibit C, Exhibit D, Exhibit E, and Exhibit F.

7. Contractor and County Contacts.

Contractor Administrator: Byron Harrison Phone: (205) 552-1734 Email: byron.harrison@naphcare.com	County Administrator: Melanie Menear Phone: 503-722-6794 Email: mmenear@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.

Provided, however, that Contractor shall have no obligation to indemnify the County, the Sheriff, and/or County agencies, including any employees, agents or contractors, for any losses, damages and/or injury to the extent resulting from the negligent or intentional act(s) or omission(s) attributable solely to the County or its agents, or for any claim arising solely out of: (1) the County, its employees or agents (other than Contractor) preventing an inmate from receiving medical care ordered by Contractor or its agents; or (2) any failure by the County, its employees or agents (other than Contractor) to promptly present an inmate to the Contractor for treatment in any situation where it is known or should be known to a reasonable person with no medical training that medical care is needed (for example, after a physical altercation between custody and an inmate).

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, its officers, employees, and agents as an additional insured on all required liability policies, except for professional liability and workers compensation, but only with respect to Contractor's activities to be performed under this Contract. 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.
☒ Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$2,000,000 per occurrence, with an annual aggregate limit of \$13,000,000 for Bodily Injury and Property Damage. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designed premises, project or operation.
☒ Required – Professional Liability: combined single limit, or the equivalent, of not less than \$2,000,000 per claim, with an annual aggregate limit of \$13,000,000 for damages caused by error, omission or negligent acts.
☒ Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
☒ Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence with an annual aggregate limit of \$2,000,000 if not included in the Commercial General Liability policy.
☒ Required – Cyber Liability: combined single limit, or the equivalent, of not less than \$5,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

☒ Excess Liability: Follow form policy of \$6,000,000 in the annual aggregate.
☒ Employers' Liability: combined limit, or the equivalent, of not less than \$1,000,000 each accident, \$1,000,000 each disease, and \$1,000,000 each policy limit.

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 Contract 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 I, Section 7. 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.** The parties hereby understand and agree that Contractor's use of the electronic health record software system, TechCare®, and the use thereof by either party in the performance of this Contract, is only licensed to the County by Contractor for the term of this Contract, and all rights, title, and/or ownership interest held by Contractor or its affiliated entity in TechCare® at the beginning of this Contract, shall remain with Contractor following any termination of this Contract. Otherwise, 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.

A. Electronic Health Records and Software. Contractor will provide its proprietary electronic medical records software system ("software") commonly referred to as "TechCare" for use in the Facility. Contractor shall maintain ownership of this software (and/or any other proprietary software utilized by Contractor as part of its services rendered pursuant to this Contract) and the County shall be entitled to quantitative and select information as required by the County.

During the term of the Contract, County shall keep this software and all information pertaining to it confidential at all times. Furthermore, the County agrees that it will not:

- (i) Lease, loan, resell, sublicense or otherwise distribute the software to parties who are not County governmental entities;
- (ii) Permit third-party access to, or use of, the software, except for use as permitted in within this Contract;

- (iii) Create derivative works based on the software, except as byproduct and use in the discharge of the Contract;
- (iv) Reverse engineer, disassemble, or decompile the software; or
- (v) Remove any identification or notices contained on the software.

The County and/or Facility will notify the Contractor in the event either party becomes aware of any unauthorized third-party access to, or use of, the software. Contractor shall be responsible for providing a firewall, maintenance, backup data, virus corruption, and licenses for this software.

At the termination or expiration of this Contract, Contractor shall remove the software, and provide Inmate medical records to the County in the following format:

- (i) Complete PDF Chart Export for every patient which was active at least once during Contractor's services;
- (ii) A .CSV Export of Discrete elements limited to: Active Inmate Demographics, Active Medications, Active Problems, Active Allergies, Active Diets, Physical Compliance Dates, Pending Appointments, Active Treatments.

Requests for data exported in a different format than above will incur an additional charge of \$200/per hour. Contractor cannot guarantee that all requested data formats beyond that above are feasible.

B. Software Customizations. Included in TechCare are over 100 standard reports built for correctional healthcare. In addition, real-time reporting is provided in summary dashboards and daily email reports made available to the County through the electronic health record (EHR) system. County requests for data reports or exports in a different format, or requested modifications to reports which already exist will incur a \$200/hour fee. Further, any requests made by the County for customizations beyond that initially deployed by the Contractor to the EHR system, including interface changes or additions to interfaced systems or customer requested workflow changes, will incur a \$200/hour fee.

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, except for assignments to Contractor's affiliates or to any entity that succeeds to its business in connection with a merger or acquisition, where Contractor shall provide prior notice to County of the assignment. 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. Contractor may terminate this Contract without cause by providing not less than two hundred seventy (270) days' notice to County.
- 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. Reserved.

32. Reserved.

33. HIPAA Compliance. Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Rules"), together with any amendments thereto, as well as the confidentiality requirements set forth in 42 C.F.R. Part 2 regarding substance abuse disorders and treatments Contractor shall further execute the Qualified Service Organization Business Associate Agreement attached hereto as **Exhibit F** and incorporated by this reference herein.

34. **Abuse Reporting.** Contractor shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 407-045-0250 through 407-45-0370) and elder abuse reporting laws (ORS 124.050 – 124.092) as if Contractor were a mandatory abuse reporter. If Contractor is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. Contractor shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.
35. **Exceptions To Treatment.** Contractor will not be financially responsible for costs associated with transplants and/or experimental procedures. Contractor will not be financially responsible for any costs incurred after an inmate is released from County's custody. Contractor will not be responsible for the provision of elective medical care to inmates. Elective medical care is defined as non-emergent treatment or procedures that are not medically necessary to address an immediate or urgent clinical need. Contractor agrees to communicate with the Healthcare Services Administrator for any condition, care, or other circumstances that could create additional operational coordination, cost implications, or policy concerns for the Sheriff's Office as it relates to any care deemed elective. Contractor will not be responsible, financially or otherwise, for providing health care services to an infant following birth. Contractor shall not be financially responsible for providing an abortion to any inmate. Contractor will not be responsible for costs associated with the transportation of inmates for off-site non-emergency health care treatment. Contractor will only be responsible for any medical testing or obtaining samples which are forensic in nature upon receiving consent for same from an inmate or as otherwise required by local, state, or federal statute or regulation or by Court Order.
36. **Change in Standard of Care or Scope of Services.** The price in Section 3 above reflects the payment for services as agreed upon by the parties to this Contract. Should any new treatments, community standards of care, drug classes or diagnostic tests be mandated by community health care standards, adjustments due to epidemic/pandemic related services and supplies, or should County request a change in the scope of services, and Contractor's complying with these changes results in an increase in cost to Contractor, coverage of costs related to such changes are not covered in this Contract and the parties agree to negotiate the price of any increased cost. Prior to such negotiation, Contractor agrees to provide the County information sufficient to evaluate the scope and necessity of and any increase in cost.
37. **Merger.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Signature Page Follows

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

NaphCare Everhealth, LLC

Clackamas County

Brad McLane
Authorized Signature _____ Date _____

Chair _____ Date _____

Name / Title (Printed)

Name: Craig Roberts

2527048-96
Oregon Business Registry #

Approved for Legal Sufficiency:

Amanda
Keller

Digitally signed by
Amanda Keller
Date: 2026.07.27
17:36:43 -07'00'

FLLC/TX
Entity Type / State of Formation

County Counsel _____ Date _____

EXHIBIT A
RFP 2025-88



REQUEST FOR PROPOSALS #2025-88

FOR

**CORRECTIONAL MEDICAL, DENTAL, PHARMACEUTICAL, AND MENTAL
HEALTH SERVICES, AT THE CLACKAMAS COUNTY JAIL.**

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: **January 20, 2026**

TIME: **2:00 PM, Pacific Time**

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

SCHEDULE

Request for Proposals Issued.....	December 16, 2025
Protest of Specifications Deadline.....	December 23, 2025, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	January 14 , 2026, 5:00 PM, Pacific Time
Walkthrough	January 7, 2026, 10:00 AM, Pacific Time
Request for Proposals Closing Date and Time....	January 20, 2026, 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

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, January 20, 2026** ("Closing"), to provide Correctional Medical, Dental, Pharmaceutical, and Mental Health Services ("Services"), at the Clackamas County Jail ("Facility"). 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/bsa/view/login/login.xhtml>, Document No. S-C01010-00015568 .

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.

A **Mandatory Walkthrough** will be conducted on **January 7, 2026 at 10:00 AM, PST**. Proposers shall meet with County representatives **2206 Kaen Road, Oregon City, OR 97045**. Attendance will be documented through a sign-in sheet prepared by the County representative. Proposers who arrive more than ten (10) minutes after the start time of the meeting (as stated in the solicitation and by the County's watch) or after the discussion portion of the meeting (whichever comes first) shall not be permitted to sign in and will not be permitted to submit a proposal on the project

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/clackamascounty/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 Correctional Medical, Dental, Pharmaceutical, and Mental Health Services (“Services”), at the Clackamas County Jail (“Facility”).

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

Since the mid-1800s, CCSO has been providing law enforcement, court security services and detention services to the citizens of Clackamas County. Currently, CCSO is comprised of over 650 employees. Servicing a county of over 1,600 square miles and population of nearly 500,000, CCSO is responsible for primary law enforcement services of the unincorporated area and the cities of Clackamas County, Oregon.

The Sheriff’s Office is located at 9101 SE Sunnybrook Blvd, Clackamas, OR 97015; and the Clackamas County Jail is located at 2206 Kaen Road, Oregon City, OR 97045.

The Facility serves the state’s third most-populous county encompassing 1,893 square miles and employs 127 full and part-time employees. Approximately 12,000 offenders are booked into and processed at the Clackamas County Facility annually. Of the new admissions in 2024, 8,838 were male, and 3,099 were female. The average daily population of the Facility is approximately 360 AICs.

The Facility spent approximately \$490,121.05 in 2024 for adult in custody medications; \$101,765.43 for psychotropic medication; and \$146,996.01 on medications for opiate use disorder. In 2023, the facility spent \$267,928 on total medications with \$59,605.37 being spent on psychotropic medications, and \$25,243.71 spend on medications for opiate use disorder.

CCSO currently contracts with NaphCare, Inc. (NaphCare) to provide the Services to individuals under the physical custody and control of CCSO at the Facility.

3.3. SCOPE OF WORK

3.3.1. Scope:

The responsibility for provision Health Care Services to adults in custody (AIC) commences with the commitment of an individual into the custody of the jail and ends with their release into the community, and includes but not limited to: All AIC medical, mental/psychiatric, dental and emergency care screening, evaluation, care, and treatment from intake to release

The Clackamas County Jail can house up to five hundred (500) Adults in Custody. The selected proposer will supply all labor, materials and supplies necessary to perform the contract. The County will supply office space, desks, copy/fax machines and existing telephone lines with which Proposer will conduct these services.

A. GOAL

The goal of this Request for Proposal (RFP) is to identify a qualified Proposer who can provide medically necessary, cost-effective services and maintain a level of quality in accordance with current standards established by the National Commission on Correctional Health Care (NCCHC), including all updates throughout the life of the agreement. The successful health care provider (PROPOSER) will provide for medical, dental and mental health staffing and services that meet or exceed the 2021 NCCHC standards including Correctional Mental Health Care standards, Medication Assisted Treatment Programs (MAT) standards, Oregon Revised Statute 169.076, and Oregon State Sheriff's Association Jail Standards. The successful proposer will be expected to remain current including all updates throughout the life of the contract.

B. CONTINUITY OF SERVICE

1. Continuity of service is a must with this contract. The County would expect complete coordination between the incoming Vendors and current staff to facilitate a smooth transition. The County requests that the successful provider makes every effort to retain existing background cleared staff to include nursing, physician, psychiatric, mental health and social services staff, when appropriate.
2. The Contractor shall include a Contingency Plan to provide for services in the event of unexpected interruptions of the normal working conditions to include but not be limited to computer outage, power failure, fire, inclement weather, riot, lock-down, labor strikes, declared state of emergency, or acts of God that would preclude normal expectations.
3. The Contractor shall maintain open and cooperative relationship with the sheriff's office staff, Healthcare Administrative Services Manager, and all other County representatives
4. Additional service level requirements can be found in Attachment A: Service Level Agreement. Contactor will be held to the continuity of both the Scope of Work and the Service Level Agreement during the course of the contracting period.

C. EQUIPMENT, DURABLE MEDICAL EQUIPMENT, MEDICAL SUPPLIES

1. Proposer will be responsible for replacing and maintaining all necessary medical equipment, supplies, licenses, certifications, as well as all medical equipment and supplies purchased to provide or improve patient care.
2. All purchased equipment, durable medical equipment, or medical supplies purchased for the operation of the health clinic within Clackamas County jail for the care of adults in custody will be the property of Clackamas County Jail upon termination of the contract

D. PROPOSER QUALIFICATIONS

Proposers must be qualified, experienced, and able to safely and securely provide and coordinate the comprehensive health services and associated systems of care to meet the needs of AICs within CCSO's detention and corrections facilities.

1. **Minimum Qualifications.** Proposals not meeting minimum qualifications will be disqualified. Due to the complex nature and security concerns of correctional facilities, proposer's minimum qualification criteria include, but are not limited to, the following:
 - a. Proposer Experience and Accreditation
 - (1) *Experience.* To be considered a qualified Proposer the County requires Proposer to have a minimum of five years of experience providing services for a similarly sized jail facilities accredited by the NCCHC.

- (2) *NCCHC Accreditation.* Clackamas County Jail is currently NCCHC accredited in Health Standards in Jail, Jail-Based Opiate Treatment Program, and Mental Health Services.
 - (a) PROPOSER must maintain all NCCHC Accreditations throughout the life of the agreement.
 - (b) PROPOSER must pay for all fees required to maintain this certification.
 - (c) PROPOSER must provide all NCCHC Accreditation reports to the County during and after accreditation process.
- (3) *Substantiation.* The proposal must include the following information:
 - (a) Proposer must submit a list of facilities where services are currently provided. Please include the name(s), location(s), and title and contact of the contract administrator. List of facilities should include:
 - i. Date(s) of the facility's NCCHC accreditation.
 - ii. Basic data on the average census, the types of medical, mental, dental, and pharmaceutical services provided, and length of time those services were provided.
 - (b) Provide at least three (3) client references that are similar in size and scope of services to Clackamas County Jail, where the Contractor has provided Services as described in this RFP.
 - i. Reference list shall include agency's name, contact name, contact title, contact telephone number, and contact email address, with a brief description of the Services the Proposer had/has provided.
 - (c) Provide a list of the Proposer's major suppliers including, pharmacies, laboratories, medical suppliers, staffing agencies or other contractors that the Proposer is currently utilizing to fulfill contractual obligations.

2. **Demonstrations of Proposer Minimum Qualifications.** Proposer must address each of the following items in the response, explaining and demonstrating their qualifications. Examples can include copies of policies and procedures, screen shots of electronic systems displaying tracking, or physical copies of tracking mechanisms.

- a. A brief description of Qualifications & Credentials for leadership teams
- b. Electronic Health Records system
 - (1) Please include copies of credentials and certificates for electronic health record programs
 - (2) A description of the capabilities of the program
 - (3) Include every version available
- c. Process for On-call Services for medical professionals
- d. Utilization Management processes

- e. Overview of how General Health Care Services are delivered uniquely to your company
- f. Include Chronic Care, sick call, and urgent/Emergent care, Pregnancy & Post Partum Care, Dental Care Services
- g. Provide an overview on the treatment of substance use disorders and medical management of withdrawal
- h. Behavioral Health Services
- i. Release Planning
- j. Prescription Medications
- k. Laboratory & other diagnostic services
- l. Durable Medical Equipment, and supplies
- m. Quality Assurance
- n. ADA Compliance
- o. Include a non-redacted account of litigation related to medical, dental, mental health services, deaths, or business practices for the last 10 years
 - (1) This list must include outcome of case
 - (2) Any practice changes as a result of litigation

5 STAFFING.

- a. Proposer should provide medical, mental, dental, technical, and support personnel for rendering comprehensive health services to AICs within the facility.
- b. The staffing pattern shall be based on an average daily population (ADP) of 500 AICs monthly.
 - i. If the AIC population increases to a level greater than a 500-ADP monthly, the Contractor shall charge a variable cost per diem to cover the incremental variable costs of providing services to an additional population.
- c. Recommended staffing and rationale for recommendations
 - i. Use the following column headings for recommended staffing for all shifts

POSITION / TITLE	RECOMMENDED SCHEDULED HOURS							ONSITE / OFFSITE	Full-Time Equivalent (FTE)
	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.		

- ii. Recommendations should include
 - 1. position/title, number of proposed staff for each position/title
 - 2. number of hours
 - 3. corresponding FTEs
 - 4. a brief description of how the recommendation can best meet CCSO's needs
- d. CCSO requires the following staff level positions:
 - i. A Medical Director
 - ii. A Board-Certified Psychiatric Mental Health Nurse Practitioner forty (40) hours per week
 - iii. A Board-Certified Nurse Practitioner forty (40) hours per week
 - iv. A licensed QMHP (LCSW/LPC) seven (7) days per week, from 7:00 a.m.-5:30 p.m.
 - v. One (1) Health Services Administrator
 - vi. One (1) Registered nurse for sick call seven (7) days per week, twelve (12) hours per day

- vii. One (1) Registered Nurse - charge nurse twenty-four (24) hrs a day
- viii. One (1) Registered for booking seven (7) days per week, twenty-four (24) hours per day
- ix. One (1) Registered nurse for MAT/MOUD Services program care coordination forty (40) hours per week, Monday – Friday
- x. One (1) Release planner forty (40) hours per week
- e. In the event a Medical Director cannot be filled, Proposer has the option to provide a Doctor of Nursing Practice to function as “Site Medical Director,” in lieu of a Doctor of Medicine (“Medical Director”). The jail requires that the DNP functioning as medical director have a minimum of ten (10) years of practice experience in both acute and non-acute settings, as well as five (5) years of practice in the correctional setting to function in this role.
- f. Provide adequate staffing, for 24-hour coverage, 7 days per week, 365 days per year. Staffing plan must address each position, at all times, and include consideration for coverage of for the following direct line staff 365 days per year:
 - i. Registered Nurses
 - ii. Licensed Practical Nurses
 - iii. Licensed mental health professionals (QMHP)
 - iv. Telehealth coverage for licensed medical practitioners should be considered for provider vacancies longer than seven (7) consecutive days.
 - v. Administrative coverage for Health Services Administrator should be considered for vacancies longer than eight (8) consecutive days
- g. ***Credit for Inadequate Coverage.*** Any Work Post left vacant will result in a credit to the County equal to the Contractor’s cost of that position had the work post been staffed (salary plus benefits of the individual assigned to that Work Post for the hours the post is vacant). In addition, Contractor shall be liable for penalties pursuant to the terms of the contract.
 - i. ***During final contracting process, the cost of each position (salary plus benefits) will be declared to the county, for each position proposed in the RFP.***

6 PHARMACEUTICALS

- a. Contractor shall provide pharmacy services, directly or through an approved subcontractor, that meet Oregon Board of Pharmacy rules and regulations (ORS 855; ORS 689) within a correctional facility.
- b. Contractor shall have an established pharmaceutical committee to review inventory and control management for all drugs.
 - i. A qualified pharmacist, licensed by the State of Oregon with correctional facility experience, shall be a member of this committee.
 - ii. Contractor shall provide annual reports on the cost of all medications used within Clackamas County jail.
- c. Contractor shall be prepared to supply 30-day of release medication to all adults-in-custody, prior to release.

7 CLINIC/OFFICE SPACE, FURNITURE & EQUIPMENT

- a. CCSO will provide the space, limited furniture, fixtures, utilities, telephone and security necessary for efficient operation of the Health Care System within the correctional facility.
- b. Contractor shall be responsible for providing its own computers, servers, software, office chairs, ergonomic-related equipment for office and computer workstations and internet/data connection services.
 - i. CCSO reserves the right to refuse to allow any item into the Facility if they determine it poses a security risk.
 - ii. CCSO may require approval of the vendor and method of internet/data connection services.

8 COUNTY SHERIFF’S OFFICE SERVICES FOR STAFF.

- a. The Contractor will provide the following services for Sheriff’s Office staff:
 - i. Annual tuberculin skin testing
 - ii. Hepatitis vaccinations

- iii. Initial First Aid and Emergency intervention for onsite injuries to employees or visitors within the correctional facility
 - iv. Flu vaccinations
- 9 COMPLIANCE WITH LEGAL REQUIREMENTS.** Contractor shall comply with all relevant legal requirements including but not limited to the following:
- a. **AICs with Disabilities, Substance Use Disorders, Mental Health Issues, and Gender Matters.** Contractor shall comply with and abide by the federal and state laws as they relate to AICs, including but not limited to the Americans with Disabilities Act (ADA), 42 CFR Part 2 for all AICs regardless of medical or mental issue.
 - b. **Prison Rape Elimination.** Contractor shall adopt and comply with the Prison Rape Elimination Act ("PREA") standards, and make information available to CCSO, to demonstrate its PREA compliance through proof of training.

3.3.2. Work Schedule: Clackamas County Jail operates on a 24-hour basis. All work scheduled will mirror a schedule that covers 24 hours a day, 365 days per year. Additional information about specific hours worked can be found in section 5 Staffing, subsection (d).

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2031**, 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 33 –

ABUSE REPORTING. Contractor shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 407-045-0250 through 407-45-0370) and elder abuse reporting laws (ORS 124.050 – 124.092) as if Contractor were a mandatory abuse reporter. If Contractor is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. Contractor shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

☐ 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.
- ☒ Medical Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence with an annual aggregate limit of \$3,000,000 for damages caused by error, omission or negligent acts.
- ☒ Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy

SECTION 4 EVALUATION PROCEDURE

- 4.1** Only proposals from firms who attended the mandatory site visit and are confirmed to have signed in will be considered for evaluation

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

Category	Points available:
Proposer's General Background and Qualifications	0-20
Scope of Work/Service Level Agreement	0-45
Health Records	0-15
Reporting	0-5
Staffing	0-5
Fees	0-5
Litigation, Tort Claims	0-5
Available points	0-100
Presentation (if needed)	0-50
Available points	0-50

- 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 the firm's ability to meet the requirements in Section 3.
- 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.
 - Minimum Qualifications
 - Continuity of Service
 - Pharmacy Services
 - Equipment and Supplies
 - Comprehensive Health Services/Aftercare/ Release Planning of Adults In Custody
 - Quality Assurance
 - Medical Records
 - Reporting
 - Third Party Insurance Impacts
 - Corporate, Tort Claims, and Litigation
- **Program Design/Strategy**
 - Staffing
 - Training
 - Policy and Procedures
 - Transition

5.4 Service Level Agreement

The service level agreement will define the services required by the proposer, and further defines the scope of work required for this contract.

5.5 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.]

5.6 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. Points awarded for this criteria are based on both the providing of references as well as information gleaned from the provided contacts. Evaluation Committee members may contact references at their sole discretion.

5.7 Completed Proposal Certification (see the below form)

EXHIBIT B
CONTRACTOR'S PROPOSAL

Clackamas County, Oregon

RFP #2025-88

January 29, 2026



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5.2 Proposer’s General Background and Qualifications

- **Everhealth, A NaphCare Company (Description of the firm)**

For 37 years, NaphCare has provided quality correctional healthcare services for government agencies. In January 2023, NaphCare launched Everhealth, LLC, a new, wholly-owned subsidiary in the Pacific Northwest.

As a NaphCare company, Everhealth leverages decades of experience to advance correctional healthcare through proactive healthcare services, innovative technology solutions, and cost-saving administrative services across Oregon and Washington.

NaphCare conducts business in 49 states, as well as in Puerto Rico. Our partners consist of:

- ✓ **71 jail facilities and 14 state prisons** with our proactive medical and mental health care programs
- ✓ **233 TechCare**-operated local jails and state DOC facilities
- ✓ **18 correctional dialysis units** in local jails and state DOC facilities
- ✓ **46 federal Bureau of Prisons (BOP) facilities** benefiting from our third-party administrative services (TPA)
- ✓ **161 federal BOP Residential Reentry Centers (RRCs)** utilizing our TPA services

Commitment to the Pacific Northwest

Everhealth provides comprehensive healthcare—including medical, dental, mental health, pharmacy, onsite dialysis, and TechCare EHR—in two (2) Oregon correctional facilities and two (2) Washington correctional facilities. We also provide dialysis services to the Oregon DOC and Washington DOC. **We look forward to continuing to expand our footprint in the Pacific Northwest area.**

- **Team Everhealth (Credentials/experience of key individuals assigned to this project)**

At Everhealth, we consider our clients to be partners. Through **collaborative partnership, mutual trust, and transparency**, we are best able to ensure the success of our programs—meaning the success of our partners. Our team remains committed to the stability and success of CCSO. **You will continue to work with the Everhealth staff you know and trust**, supported by NaphCare’s stable executive leadership and project management teams.

CCSO Leadership Team		
Role	Individual	Experience
Operations Support	Alicia Clarke, SVP of Operations, Western States	With extensive experience in correctional healthcare, Alicia provides corporate clinical oversight for all our western states jails, ensuring that healthcare staff provide high-quality care and comply with all local, state, and national standards ; and liaising between jail and corporate leadership.
	Marsha Hanna, RN, Director of Jail Operations	An RN for over 20 years, with experience in ER, acute care, and Pediatric ICU , Marsha has worked with NaphCare since 2016 and currently serves as a Director of Jail Operations.
	Brooke Baker, BSN, Health Services Administrator (HSA)	Since 2022, Brooke has continually provided excellence in care for and promoted the well-being of patients within the CCJ , where she has been the HSA since 2025.

Corporate Medical Support	Elliot Wade, MD, Corporate Medical Director	Since 2020, Dr. Wade has served as a resource for and mentor to NaphCare providers. With over 20 years of medical experience , Dr. Wade provides oversight of clinical care; conducts peer reviews; and reviews policies, procedures, and treatment protocols to ensure alignment with NCCHC guidelines.
Clinical Nurse Supervisor	Angela Nix, RN, MSN, SVP of Operational Performance	Angela has 27 years of nursing experience . She joined NaphCare in 2020. Her clinical background includes 25 years in acute care settings in various roles. Angela has specific experience in rural healthcare, including physician recruiting, budgeting, and managing various ancillary contracts.
Corporate Psychiatry Support	Patricia Kelly, MD, Corporate Psychiatry Director	Dr. Kelly is board-certified in Adult Psychiatry and Forensic Psychiatry and has practiced medicine for over 20 years . She joined NaphCare in 2022, overseeing NaphCare's psychiatric providers and consulting with our mental health teams to provide seamless patient care.
Mental Health Support	Hannah Burgess, MSN, PMHNP-BC, CCHP, SVP of Behavioral Health	Hannah is a nurse who specializes in psychiatry and is currently licensed in 17 states . Using her business administration, HR, and nursing experience, Hannah provides oversight and guidance to site and corporate psychiatric practitioners regarding staffing, processes, procedures, and accreditation. She has been with NaphCare since 2021.
	Carmen Knox, MSW, LCSW, VP of Behavioral Health Services, Local Government	Carmen has 25 years of experience in the mental health field . She joined NaphCare in 2023, working with our mental health professionals to implement NaphCare's vision, policies, and procedures in their daily practice—ensuring compliant care.
Utilization Management (UM)	Crystal Finney, NP, Director of UM	Crystal has more than 14 years of healthcare experience . She joined NaphCare as a Corporate Nurse Practitioner in 2016 and now leads and supports our Operations, STATCare, UM, and leadership development teams.
Pharmacy	Darrelle Knight, PharmD, MSM, CCHP, Chief Pharmacist	Dr. Knight joined NaphCare in 2008 . As the head of NaphCare Rx, she oversees formulary implementation and management, pharmacy CQI initiatives, pharmacotherapy, and wholesale distribution management; and manages our Wholesale Distribution and 340B Pharmacy.
IT/TechCare	Charlie Barranco, Chief Information Officer	Charlie has two decades of experience managing and maintaining implementations and transitions for municipal, state, and federal government agencies. He works closely with the clinical, operations, and software development teams to ensure our information systems advance efficiently.
Ancillary Services	Ashley McGrane, Chief Administrative Officer	Ashley joined NaphCare in 2024, bringing more than 10 years of experience in healthcare . She provides strategic leadership and oversight to our pharmacy, ancillary services, and purchasing departments; and works with our CMO to ensure operational efficiency, financial sustainability, and regulatory compliance.
Partnership Solutions	Jack Donahue	Jack joined NaphCare in June 2013, after retiring from a 27-year career with the Las Vegas Metropolitan Police Department . He supports our clients through ongoing communication and problem solving.

- **Description of providing similar services to public entities of similar size within the past five (5) years.**

Appendix A* contains our Current Clients List, which includes all of our proactive care clients as well as those who are similar in size to Clackamas County Jail (CCJ)—where NaphCare/Everhealth has provided services for the past five (5) years. We have only included our proactive care clients on this list per the RFP specification to describe provision of services similar to those at the CCJ.

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

We have prepared this proposal to address our ability to meet your needs. Please see our responses to [5.3 Scope of Work](#) for more details on our plan for delivering a complete scope of services.

- **The Everhealth Difference for CCSO (Description of what distinguishes the firm from other firms performing a similar service)**

As your partner for the past six years, we understand your facility and your healthcare needs. Retaining Everhealth as your healthcare provider allows the CCSO to:

- ✓ **Maintain financial stability, stability, and consistency** through our steady yet selective growth, purchasing power, and bonding and insuring abilities. While other companies engage in mergers and acquisitions, **NaphCare has never sought the support of outside investors or private equity or filed for bankruptcy.** We have been **continuously owned and independently operated** by our founder, Jim McLane, for more than three decades, and **over the past 10 years, we have maintained an annual average growth of 20.3%. Due to our financial strength, we have the best insurance coverage available in the industry.** As an Additional Insured on our policies, you are guaranteed exceptional coverage from top-tier insurance companies.
- ✓ **Have all aspects of your healthcare services managed by one provider—with zero interruptions to service and no cumbersome, expensive transition.**
 - **Cost-Savings with NaphCare Rx.** The review team for NaphCare Rx has consistently minimized **non-formulary medication use.**
 - **Information Sharing and Streamlined Services with TechCare 5.0.** TechCare is already in place at the Clackamas County Jail, **meaning no transition period and zero disruption to patient care.**
 - **Ancillary Services.** We have already established all ancillary services, including radiology, x-ray, and lab services, and **have built mutually beneficial and trusting ancillary partnerships through reliable communication and timely invoice processing.**
- ✓ **Continue innovating with a partner who understands your needs.** In 2019, NaphCare took over healthcare services in the Clackamas County Jail and transitioned to operation through Everhealth shortly after its formation in 2023. Throughout that time NaphCare and Everhealth have provided proactive, preventive healthcare services at the CCJ. **We are proud of the successes we've achieved together through proven solutions and innovative programs:**
 - **Accreditation.** Everhealth partnered with the CCSO to achieve initial NCCHC Jail Services, OTP, and Mental Health Services accreditations for the Clackamas County Jail. **CCSO earned one of only six NCCHC Pinnacle Awards—the highest achievement in correctional healthcare.** We will continue to support CCSO in maintaining NCCHC accreditation.

- **Staff Recruiting and Retention.** We have achieved an average **98% retention level** in Clackamas County Jail staff since 2023, **enabling our nurses and providers to deliver stable healthcare services to patients they know.**
- **MAT Program Development.** We have partnered with the CCSO to offer a **successful MAT program that has impacted hundreds of patient lives**, coordinating with CODA to provide Methadone treatment. We emphasize compassionate care to those struggling suffering from chronic addiction and connect patients with resources upon release, which promotes safer communities by mitigating key recidivism factors.
- **Strong Relationships.** NaphCare/Everhealth has built a partnership with the CCSO that benefits the patients in the CCJ and the surrounding community by improving patient care and preparing them for a successful reentry. Staff you've come to trust, like **Marsha Hanna, Brooke Baker, Alicia Clarke, and Jack Donahue, will continue to support CCSO** to provide a community standard of care for patients.
- ✓ **Receive the support of a large company with the responsiveness of a small business.** As your current partner, **we bring a deep understanding of the CCSO's daily operations** and the issues that impact the jail **and have proven experience addressing your challenges.**

We look forward to the opportunity to grow our established partnership with the CCSO and further our common goal of creating safer communities through improved patient outcomes and reduced recidivism.

5.3 Scope of Work

1. Everhealth Exceeds Minimum Qualifications

As a NaphCare company, Everhealth offers CCSO continued partnership backed by 37 years of correctional healthcare expertise. We are dedicated to providing the patients within the CCJ with a community standard of care and have detailed how we meet and/or exceed all requirements in our proposal response.

Everhealth's Accreditation Experience

NaphCare and Everhealth have a 100% success rate in acquiring and maintaining accreditation, including helping the Clackamas County Jail achieve the Pinnacle Award. Our core policies, procedures, and reports are consistent with NCCHC and ACA standards, and TechCare EHR incorporates health guidelines and standards from NCCHC, ACA, CDC, and PREA—**meaning that your patients receive a community standard of care.** Our current partners have achieved the following NCCHC Accreditations and Certifications:

- | | |
|--|--|
| ✓ 38 have achieved or maintained NCCHC accreditation. | ✓ 8 have achieved NCCHC OTP certification. |
| ✓ 7 have achieved NCCHC Mental Health Services certification. | ✓ 7 have earned SAMHSA OTP certification to prescribe methadone onsite. |
| ✓ 3 have achieved NCCHC accreditation with certification status for Juvenile Health Standards certification. | ✓ 5 have achieved the NCCHC Pinnacle award , the highest distinction in correctional healthcare. |

Maintaining Accreditation

While we provide services that meet NCCHC accreditation requirements and facilitate accreditation achievement, the resulting reports and certificates belong to the County, not Everhealth. At the end of a contract, we download all accreditation-related files to a flash drive and give one copy to the HSA and another to custody leadership.

Everhealth Partner Accreditations

We have included information regarding which of our partner facilities are NCCHC-accredited on **our Current Clients List, located in Appendix A*.**

Everhealth's Major Supply Partners

Everhealth prides itself on building relationships with our contractors. Our partnerships with ancillary vendors and community providers strengthen our ability to provide the highest standard of care for our patients.

We will work with the following entities to deliver healthcare services for the Clackamas County Jail:

- | | |
|--------------------------------|-------------------|
| ✓ BioReference Laboratories | ✓ McKesson |
| ✓ Henry Schein Dental | ✓ MedPro Disposal |
| ✓ Institutional Eye Care (IEC) | ✓ TridentCare |

2. Demonstration of Proposer Minimum Qualifications

a. A brief description of Qualifications & Credentials for leadership teams

Everhealth has described our team's qualifications and credentials in the chart located in [Section 5.2](#).

b. TechCare EHR: A Proven Electronic Health Records (EHR) Solution for Clackamas County Jail

TechCare, our corrections-specific EHR, functions as a complete medical management system that automates, standardizes, and enables our Proactive Care Model based on NCCHC and ACA standards. **TechCare is already in place at the Clackamas County Jail, meaning no transition period and zero disruption to patient care.**

c. Process for On-call Services for Medical Professionals

Everhealth provides 24/7 on-call service through a combination of our onsite physician and our corporate STATCare team. STATCare, Everhealth/NaphCare's remote team of Oregon-licensed Advanced Care Practitioners who are available 24/7, complements and supports your onsite healthcare teams, empowering them to collaborate on clinical decision making and treatment planning while also reducing their administrative workload. Through TechCare, **STATCare providers have real-time access to each patient's complete medical chart**, allowing them to initiate treatment orders and complete chart review; ensure proactive patient care that adheres to evidence-based guidelines and care protocols; provide around-the-clock support for urgent needs that may arise outside of scheduled provider hours (e.g., night shift and weekends); expedite patient care; and reduce ED trips.

d. Utilization Management processes

Everhealth's UM department reviews, authorizes, and tracks offsite care. We ensure that all offsite care is medically necessary, and that onsite care is prioritized to reduce patient transports and inpatient stays when possible. The goal of UM is to determine medical necessity and address the most acute issues right away, while also managing non-acute requests for care with our onsite resources whenever clinically possible. Our multidisciplinary team reviews requests and recommends plans of care that provide the most direct, conscientious patient care while maintaining focus on the best use of onsite care, security resources, and taxpayer dollars.

e. Overview of how General Health Care Services are delivered uniquely to your company

Everhealth is committed to advancing correctional healthcare through innovative technology, our Proactive Care Model, and evidence-based programs that address the mental health and substance abuse epidemics impacting America's jails. **Continued partnership with Everhealth offers the County tailored, streamlined services managed by one trusted provider.** We have prepared our proposal to detail our coordinated, effective oversight and communication with County administration and our provision of our vertically integrated model, which includes medical, mental health, pharmacy, medication administration, ancillary, and EHR services for the population of Clackamas County Jail.

Everhealth emphasizes the early identification of and intervention for medical, mental health, and substance use issues. Our focus on effective, proactive care is the most impactful action we can take to save lives. Our Proactive Care Model **facilitates** comprehensive medical, mental health, and substance use **screenings at intake, while also allowing for initiation of medications and treatments**, including our supervised withdrawal protocols (detox), in the critical first hours following booking. This system **reduces risk of adverse health events** due to a higher level of training and acuity skills, **while increasing awareness of emergencies** in a high-risk area of the jail, **which can minimize** unnecessary provider **send-outs**.

f. Chronic Care, Sick Call, Urgent/Emergent Care, Pregnancy & Post-Partum Care, Dental Care Services

- ✓ **Everhealth's Proactive Chronic Care Management.** We provide chronic care in a manner that incorporates principles of case and disease management for complex cases and promotes maximum progress and healing. The more than 83,000 patients we treat on average daily for chronic care conditions receive timely follow-up, evaluation, treatment, and education about available preventive activities. Our policy, which ensures all patients are screened, identified, and monitored, is consistent with national clinical guidelines established for the care and treatment of chronic conditions.
- ✓ **Sick Call: Nursing and Physician.** All patients have a daily opportunity to request care through our sick call system, which provides unimpeded access to healthcare services. Everhealth's daily sick call process meets NCCHC standards, which require face-to-face triage with the patient within 24 hours of receipt of a healthcare request. Nurses triage sick calls on each shift. We provide nursing sick call seven days per week, with a same-day response to urgent patient requests. Physician sick call is conducted according to a set schedule agreed upon by Everhealth and CCSO administration.
- ✓ **Emergency Medical Response.** Everhealth works side by side with all personnel to ensure a clear, rapid response to emergencies. We understand that a medical emergency can arise at any moment, so we provide policies, procedures, and training to ensure our staff is ready and able to respond quickly. We regularly inspect and maintain onsite emergency first aid and crisis intervention medications, supplies, and medical equipment. Facility staff provide emergency services until qualified emergency health professionals arrive. Everhealth staff are trained to immediately initiate a response to emergency medical situations.
- ✓ **Women's Health Services.** We recognize the unique healthcare needs of female patients, including prenatal and obstetrical services, and provide female healthcare in accordance with NCCHC, ACA, and other generally accepted professional standards. All females of childbearing age receive a pregnancy test at the time of booking. Those with a positive pregnancy screening receive a referral to the appropriate provider for treatment as soon as possible after their arrival to the facility. We prioritize referrals based on risk factors. Everhealth assumes no financial responsibility for newborn care and/or treatment.
- ✓ **Dental Care.** Everhealth's oral health program complies with NCCHC and ACA standards, and includes any services deemed necessary by our Oregon-licensed dentist.

g. Overview on the treatment of substance use disorders and medical management of withdrawal

Everhealth reduces liability and risk by **incorporating an innovative, advanced protocol to administer a five-day taper of buprenorphine/naloxone (Suboxone) for all patients at risk of opioid withdrawal after 24 hours**. This preventative, standardized protocol **increases our ability to promptly treat** all patients at risk of opioid withdrawal, **while easing demands** on time and resources **and avoiding the development of withdrawal symptoms, adverse outcomes, and ED transports**.

h. Behavioral Health Services

Our medical and mental health clinicians collaborate closely for integrated, patient-centered treatment planning—including the **early identification of mental health conditions**—beginning at intake. Everhealth’s mental health programs are designed to **stabilize, treat, and prepare patients for a safe reentry to the community**—all of which are critical to **increasing patient safety, minimizing costly health issue escalation and suicide risk, and reducing the rate of recidivism** in this vulnerable population.

i. Release Planning

With Everhealth, every patient interaction—beginning at intake—is focused on preparing patients for a safe and healthy reentry to the community. We use intake assessment data to formulate reentry plans and set achievable reentry goals that match each patient’s goals, abilities, and needs. We work to connect patients with resources that promote successful community reentry and desistance from criminogenic lifestyles. We also proactively partner with local providers and organizations to ensure relevant resources are available.

Discharge Medications and Release Summary

Providing access to release medications has been shown to decrease risk of adverse health outcomes upon release, as well as reduce recidivism. Upon release, Everhealth provides Clackamas County Jail patients with a 30-day supply of most discharge medications and a three-day supply of HIV medications. We utilize a Release Summary to provide medical information to the patient, medical facility, or other corrections system, with specific patient care details pre-populated prior to release, aiding in reintegration planning for the patient. The Release Summary is provided in English or translated and includes active medications, follow-up appointments, and applicable education sheets.

j. Prescription Medications

In providing pharmacy services, Everhealth works with a NaphCare-affiliated pharmacy, NaphCare Rx, which is dedicated solely to correctional facilities served by NaphCare and its affiliated companies. Our pharmacy team not only makes sure that our patients always have the medications they need but also provides a layer of quality assurance and oversight for your onsite operations. Through the efforts of NaphCare’s clinical pharmacy review team and the implementation of robust non-formulary review processes, **we have consistently kept non-formulary dispenses at optimal levels.** For additional details, please see our response to [Pharmacy Services](#).

k. Laboratory & Other Diagnostic Services

Everhealth’s Ancillary Services team has established and manages all necessary services for the Clackamas County Jail, including radiology, x-ray, and lab services. Our corporate team oversees all ancillary services, **providing a consistent link between our vendors and clinical teams as well.** We have built mutually beneficial and trusting ancillary partnerships through reliable communication and timely invoice processing. For additional information, please see our response to [Everhealth’s Major Supply Partners](#).

l. Durable Medical Equipment (DME) and Supplies

TechCare’s Medical Supply Request Form and Medical Supply Queue make DME order, review, tracking, and delivery **quick and efficient.**

m. Quality Assurance

We offer a robust QA system and continuous quality improvement (CQI) reporting to monitor healthcare operations and ensure provision of care meets or exceeds quality standards. **We track and trend offsite care to find opportunities to maximize offsite transports and/or bring specialties onsite—ultimately saving money on security personnel.** Throughout all our services, Everhealth applies quality and compliance principals and initiatives that monitor, evaluate, and improve efficiency, cost-effectiveness, appropriateness, and quality of healthcare services. Our QA/CQI program complies with NCCHC and ACA standards.

n. ADA Compliance

Everhealth understands the requirements of Title II of the ADA and will continue to work closely with CCSO and CCJ to **ensure patients protected under the ADA have access to medical services, programs, and activities and do not suffer discrimination** related to their disability. We understand that compliance with accrediting bodies such as NCCHC or ACA does not guarantee compliance with ADA requirements, so we consistently train staff to ensure adherence to standards. This adherence is also aided by full integration of necessary screenings, modules, treatments, and guidelines, streamlining the capture and communication of patient ADA needs.

o. Non-Redacted Account of Litigation

Everhealth has included our litigation history in **Appendix B***.

Continuity of Service: Uninterrupted Services with Everhealth

Continuity in healthcare services benefits everyone: patients, correctional staff, CCSO administration, and Everhealth healthcare staff. **In 2019, NaphCare took over healthcare services in the Clackamas County Jail and transitioned to operation through Everhealth shortly after its formation in 2023.** Selecting Everhealth allows the County to **forego a cumbersome transition** and prevent the disruption of delivery of patient care or staff learning a new system. As the services we are proposing are similar in scope to those in our existing contract, **we can guarantee complete continuity of care, including consistency in staff, policies, procedures, program and project management, and no additional costs relating to transition or start-up.** We want to make sure CCSO receives beneficial, innovative services that no other competitor can offer, and we look forward to continuing our relationship with you.

Emergency Response/Disaster Plan

The Emergency Response/Disaster Plan is used as a tool to ensure that all medical staff are aware of duties and responsibilities if an actual emergency/disaster occurs. In the event of a medical emergency in the Clackamas County Jail, medical staff will respond accordingly per our mass disaster and/or man down protocols. Medical and/or custody staff within the facility will notify applicable parties of any disaster, according to policy and as appropriate for the time of day in which the disaster may occur. We also have complete procedures for operating a command center, designating triage areas, and assigning appropriate staff.

TechCare Business Continuity and Disaster Recovery

TechCare continues to operate when other EHRs cannot. Everhealth's well-defined, tested, and proven Business Continuity and Disaster Recovery Plan directly assures the continuity of business functions **with 100% data retention.** Our business continuity plan includes **Dual Corporate Offices, Fully Redundant Internal Infrastructure, Enterprise Server Data Backup Solutions,** and a **Security Response.** Our redundant systems and data backup processes use the cloud to ensure that critical healthcare information is always available—regardless of power outages, WAN/LAN outage, or telecom outage. **TechCare is the only Application and Hosted Architecture that can stay running with complete loss of power/connectivity and resume operation seamlessly.** Additionally, we provide 365/24/7 support for Clackamas County.

Security Support and Coordination

Our leadership coordinates with CCSO to provide quality healthcare while meeting security goals. **We aim to eliminate incidents, security issues, and miscommunications through careful and detailed communication.** Everhealth's offsite medical scheduling processes are designed to prioritize full communication and cooperation with security and transport staff for the most organized, most cost-efficient, and safest results. We provide key information packets for transport scheduling and group offsite appointment (as appropriate and where possible) to minimize costs. Our onsite Administrative Assistant communicates necessary appointment information, and all offsite calendared appointments are visible to any authorized onsite personnel and security officers.

NaphCare Rx Pharmacy Services

Owned and operated by NaphCare, **NaphCare Rx is a complete pharmacy system** that provides safe, efficient, cost-effective pharmaceutical services—including management, record keeping, electronic prescription ordering, formulary management, and a delivery system in compliance with all state and federal regulatory policies and procedures—**solely for our partnered correctional facilities.** Providers **order medications from NaphCare Rx via the pharmacy dashboard in TechCare,** which ensures a **seamless interface** between the facility and the pharmacy. Our pharmacists screen all drug orders for completeness and medical appropriateness and oversee order preparation, distribution, and control. Our pharmacy management policies and procedures help to ensure efficient, accurate pharmaceutical orders, integrated sharps and disposal policies, drug prescribing pattern monitoring, electronic prescription ordering, proper prescription labeling, consistent reporting for expiring prescriptions, automated inventory control, and quality improvement tools. We fill all orders according to local, state, and federal laws.

Equipment and Supplies

Please see our response to [I. Durable Medical Equipment \(DME\) and Supplies.](#)

Comprehensive Health Services/Aftercare/Release Planning of Adults in Custody Pre-Booking Refusal Criteria

In accordance with our policy and procedures for the Receiving Screening, reception personnel ensure that any patient who is unconscious, semi-conscious, bleeding, mentally unstable, severely intoxicated, in active drug or alcohol withdrawal, or otherwise urgently in need of immediate medical attention is referred for appropriate care and medical clearance into the facility. If referral is made to a contracted hospital emergency department for care, admission to the correctional institution following this referral and treatment is predicated upon written medical clearance from the treating facility. Everhealth's policy and procedures comply with NCCHC and ACA standards.

Everhealth's Proactive Receiving Screening

Everhealth prioritizes the early identification of medical, mental health, and substance use issues in order to intervene quickly and save lives. **With our Proactive Care Model, we conduct comprehensive medical, mental health, and substance use screenings at intake, and initiate medications and treatments, including supervised withdrawal protocols (detox), in the critical first hours following booking.** Clinical staff conduct comprehensive screenings in the booking area whenever possible—including the medical screening, mental health screening, substance use screening, health assessment, and TB screening—to fully assess all patients before they enter the general population. **Everhealth's Receiving Screening is NCCHC-compliant and designed to be proactive and prioritize care based on need, addressing urgent needs first** and follow with a systematic screening of pertinent criteria as well as long-term healthcare needs. With TechCare, **documentation is paperless,** which **automates** processes, **expedites** intake in high-volume settings, and **allows visibility** to CCSO leadership.

Release Planning

Please refer to our responses to [i. Release Planning](#) for more information.

Health Assessment

Everhealth completes a comprehensive health assessment, including a physical examination, for each patient according to NCCHC standards. Patients considered high-acuity or likely to remain in the facility for a number of days receive a health assessment at booking to quickly identify and treat emergent medical and mental health issues and start medications. This early investment in patient care allows us to **stabilize patients quickly** and **reduce patient movement and offsite visits**, resulting in reduced officer overtime and a safer jail environment.

Infection Control Program

Everhealth's established Infection Control Program is based on NCCHC and ACA standards and begins at intake with the infectious disease symptom screening. All patients with positive findings are isolated as clinically indicated, with thorough precautions to prevent spread. Our Infection Control Program provides guidelines for the management of, and reduction of unnecessary exposure to, infectious and communicable diseases for patients, institution staff, and healthcare staff. It also offers guidelines to enact protection for the health of patients, staff, and visitors through maintenance of a clean and orderly health unit. Our program is based on universal precautions recommended by the CDC, OSHA, the Association for Practitioners in Infection Control, and other nationally recognized infection control organizations.

Dialysis

Everhealth will continue to send patients offsite for necessary renal and dialysis services, utilizing our national agreement with **Fresenius**.

Chronic Care, Sick Call, Dental, Jail-Based Opiate Treatment Program, Laboratory & Other Diagnostic Testing, Mental Health, and DME Services

Everhealth has detailed these areas of service under [Minimum Qualifications](#).

Quality Assurance

Everhealth is committed to a high level of quality and excellence. We strive to monitor and improve healthcare delivery at our client facilities to enhance patient safety. Our TechCare and Pharmacy QA activities add value to our overall healthcare program by improving the quality of patient care at the jail site, decreasing the need to send the patient offsite for care. **TechCare provides a continuous QA study of patient care**, sending warnings to the charge nurse when patient care parameters are out of bounds, or a patient care appointment is missed. Our **pharmacists review** almost 12,000 patient medication profiles each month for **Duplicate Therapy Avoidance, Dosing Recommendations, Drug Interaction Avoidance, Continuous Monitoring of Medicated Patients, and Identification of Chronic Care Patients**. These efforts not only enhance quality but also have saved our clients up to 30% in costs.

Medical Records

Everhealth has provided an overview of our corrections-specific EHR, TechCare, in [Minimum Qualifications](#). **TechCare 5.0 is SOC 3- and SOC 2 Type II-certified. We have included our SOC 3 Independent Service Auditor's Report in Appendix C*.**

Data-Driven Reporting with TechCare

TechCare enables CCSO administration to build and customize reports based on desired information. Reports are created with combinations of scheduling, billing, or clinical information by selecting data from every field of information stored within the system. Our reporting system allows our partners to pull resulting data from one patient, a group of patients, or all patients.

- ✓ **Data Analytics and Business Intelligence.** TechCare v5.0 includes data analytics and business intelligence (BI) dashboards/reports that are all available to CCSO. The following Power BI dashboards provide graphical analysis and representation of a site's most important patient data to improve patient outcomes and assist with data-driven decision making: **HSR Report – Daily; Provider Productivity Report; Intake Compliance Report; HSR Report – Monthly; and Pharmacy General Dashboard.**
- ✓ **CQI Reporting.** An effective CQI program requires full availability of information to all interested parties. TechCare is a valuable tool in ensuring quality assurance, compliance, and the timely performance of standard medical protocols in the correctional setting. Through TechCare, administration has access to automated reports to help further enforce policies and procedures.
- ✓ **Offsite Reporting.** Our sophisticated reporting capabilities, combined with our strong correctional operations experience, generate meaningful reports with information you can use to improve offsite care utilization. Everhealth offers a Daily Hospitalization Report, Detailed Monthly Utilization Report, Inpatient and Outpatient Statistical Report by service and location, Specialty Services, ED Trips by service and location, and Utilization Review by disease classification.

Accurate Billing: Third-Party Billing and Patient Insurance Verification

Everhealth captures each patient's Medicaid status or private insurance information in the patient's health record during the Receiving Screening at intake, which enables us to seek funding from the proper responsible party—such as having a patient's private health insurance pay for **all offsite services possible**. Our UM nurses bill the correct payor for the service. TechCare empowers UM nurses to bill accurately with detailed information such as the "carrier" and the "responsible party." The system also streamlines reimbursement by notifying hospitals, automatically denying private insurance and Medicaid-eligible claims, and flagging for a corrected payor.

Corporate, Tort Claims, and Litigation

We have included a ten-year litigation history in **Appendix B***.

Program Design/Strategy

Everhealth's Staffing Plan for Clackamas County Jail

As your current healthcare provider, we understand the Clackamas County Jail and what it takes to continue to provide **a community standard of patient care. The proposed staffing** model meets NCCHC requirements and supports the **retention of the healthcare staff you and your patients know and trust:**

- ✓ **Director of Nursing (DON) to Support Coverage and Staff Retention.** Staffing at the CCJ is the most stable it has been during our partnership. This stability is largely supported by the DON's provision of medical oversight, leadership, and backup support to the HSA, who would otherwise be left on-call 24/7. Historically, other solutions—such as requiring charge nurses to share on-call duties—have led to reduced retention for these roles. Maintaining the DON role thus directly supports retention efforts, provision of a community standard of care, and maintenance of the CCSO's Pinnacle Award Status.

- ✓ **Providing Additional Nursing Coverage While Minimizing Costs.** We propose shifting a current daytime RN role to a Charge Nurse and adding additional Nursing Sick Call coverage. These changes meet the requirements set forth in the RFP, while minimizing additional costs associated with the changes. We have also provided additional options for Charge Nurse coverage in accordance with our knowledge of CCJ's average ADP as well as the ADP levels cited in the RFP (**Section 5.5**).

We look forward to continuing to offer the highest level of care and maintaining our high retention levels through a staffing model that is customized to facility needs. While we believe this proposal provides an efficient staffing model that provides for quality patient care, **we are flexible and open to negotiating a revised staffing approach that will best meet the needs of the CCSO.**

Team Everhealth Education and Training

At Everhealth, we have an extensive orientation and training process for all healthcare staff, including orientation and continuous development based on training gaps and adherence to NCCHC Standards. Our initial healthcare training and ongoing in-service training focus on specific clinical issues, professional ethical standards, and topics relevant to corrections. We ensure that all new staff are properly cleared for entry into the facility, and that all new healthcare staff receive orientation and appropriate training regarding onsite medical practices and security. Our orientation program includes the following key components: **Introduction to Correctional Healthcare, Policies and Procedures, TechCare EHR Training, Role-Specific Clinical Training, and Provider Training.**

Everhealth Policies and Procedures

Our Policies and Procedures Manual is based on NCCHC standards, as well as federal and state laws, regulations, rules, and guidelines. Additionally, in collaboration with CCSO leadership, we have developed a site-specific policy and procedure manual for the Clackamas County Jail. All health services staff, independent contractors, and subcontractors have access to policy manuals at all times in an accessible area in the health services unit, including 24/7 online access for healthcare staff.

Transition

Retaining Everhealth allows the County to **forego a cumbersome transition** and prevent the disruption of delivery of patient care or staff learning a new system. Please see [Continuity of Service](#) for more information. However, in the event that leadership decides to switch vendors, we provide our partners with the option either to continue the use of TechCare or transfer electronic records from TechCare to another EHR system. Clackamas County maintains ownership of all EHR data throughout and following the contract's end date.

5.4 Service Level Agreement

Everhealth understands the service level agreement and scope of services. We look forward to continuing to provide the patients of Clackamas County Jail with quality healthcare services.

5.5 Fees

Everhealth's Cost Proposal

We are proud of the success we have achieved together within the Clackamas County Jail and appreciate the opportunity to continue our partnership. In developing this proposal, we have drawn on our experience in the state of Oregon and across the nation as a whole in an effort to enhance our service plan to better align with the goals of Clackamas County and Everhealth. Below you will find our **four** pricing options based on a five-year pricing structure:

Payment Terms

Current market conditions have caused interest rates to climb considerably. Everhealth will offer a 0.5% "Prompt Payment" discount if we are enabled to invoice for services on the 1st of each month, for services to be performed in that month and if payment is received by the 5th of the month. Certain services based on utilization (e.g., pharmacy costs) will be billed in arrears along with the following month's invoice. Additionally, it is our intention to invoice the County monthly amounts equal to 1/12th of the stated total annual price.

Conclusion

Thank you for the opportunity to continue to partner as your healthcare provider, and for your consideration of our proposal. We are excited at the possibility of continuing to work with Clackamas County. We are committed to making every effort to sustain our mutually beneficial partnership with a focus on ensuring a safe, healthy patient population. We look forward to discussing our proposal in further detail with you.

5.6 References

We encourage you to contact each of our references to hear directly from our partners about how we have advanced their healthcare programs. **We have included our references in Appendix A*.**

5.7 Completed Proposal Certification

Our completed proposal certification form follows this page.

Appendices

We have included these appendices following the certification form:

- **Appendix A – Current Clients List with NCCHC Accreditations and References** **CONFIDENTIAL**
- **Appendix B – Corporate, Tort Claims, and Litigation History** **CONFIDENTIAL**
- **Appendix C – TechCare Independent Service Auditor's Report** **CONFIDENTIAL**
- **Appendix D – Certificate of Insurance**
- **Appendix E – Proposed Exceptions**

** 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.*

PROPOSAL CERTIFICATION

RFP #2025-88

Submitted by: NaphCare Everhealth LLC, a Texas limited liability company f/k/a Everhealth, LLC
(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.

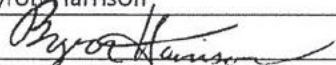
SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer 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: Byron Harrison Date: January 26, 2026

Signature:  Title: President

Email: byron.harrison@naphcare.com Telephone: (205) 552-1734

Oregon Business Registry Number: pending/210052197 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: WA

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CONFIDENTIAL & PROPRIETARY INFORMATION

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CONFIDENTIAL & PROPRIETARY INFORMATION

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Corporate, Tort Claims, and Litigation

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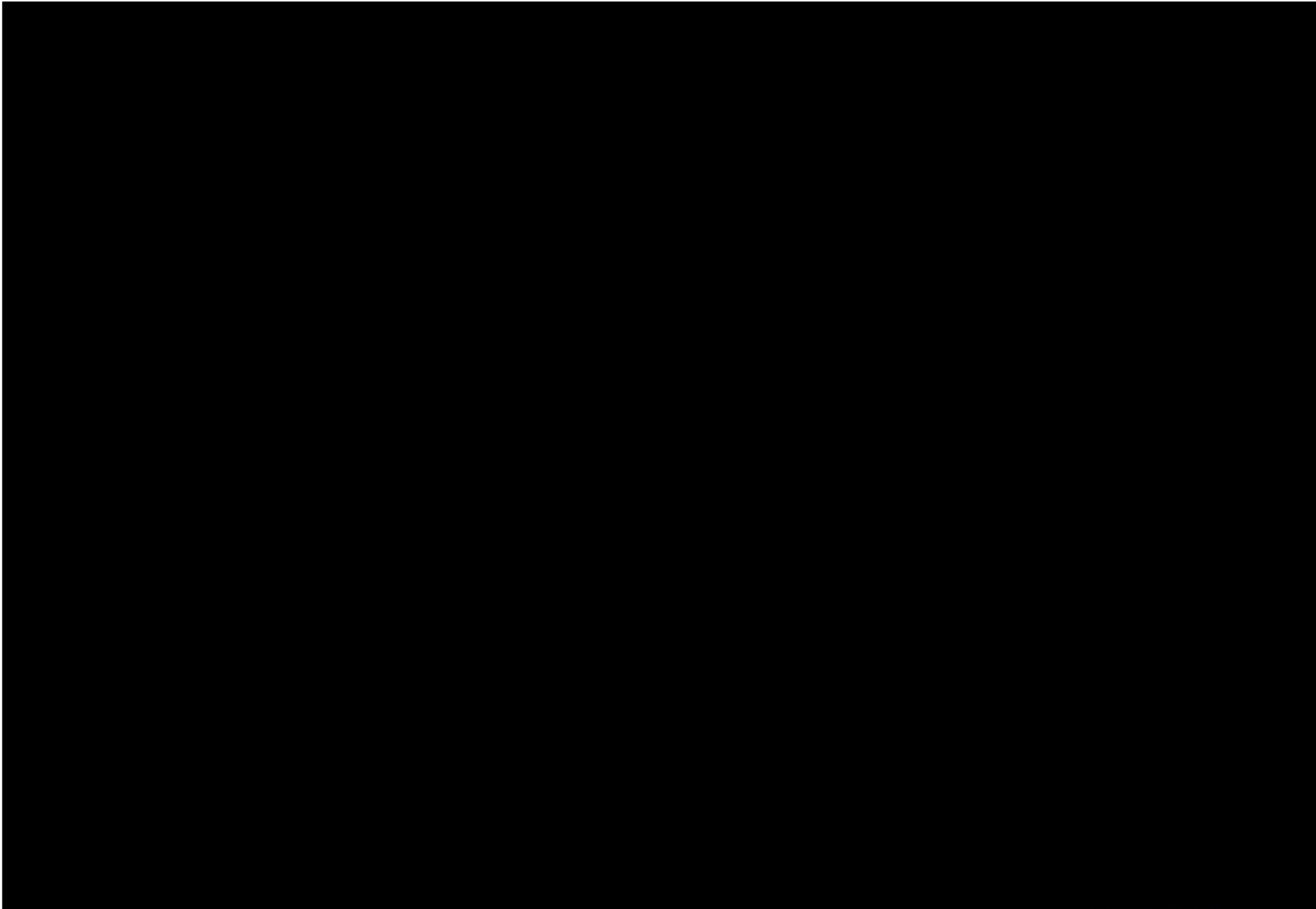
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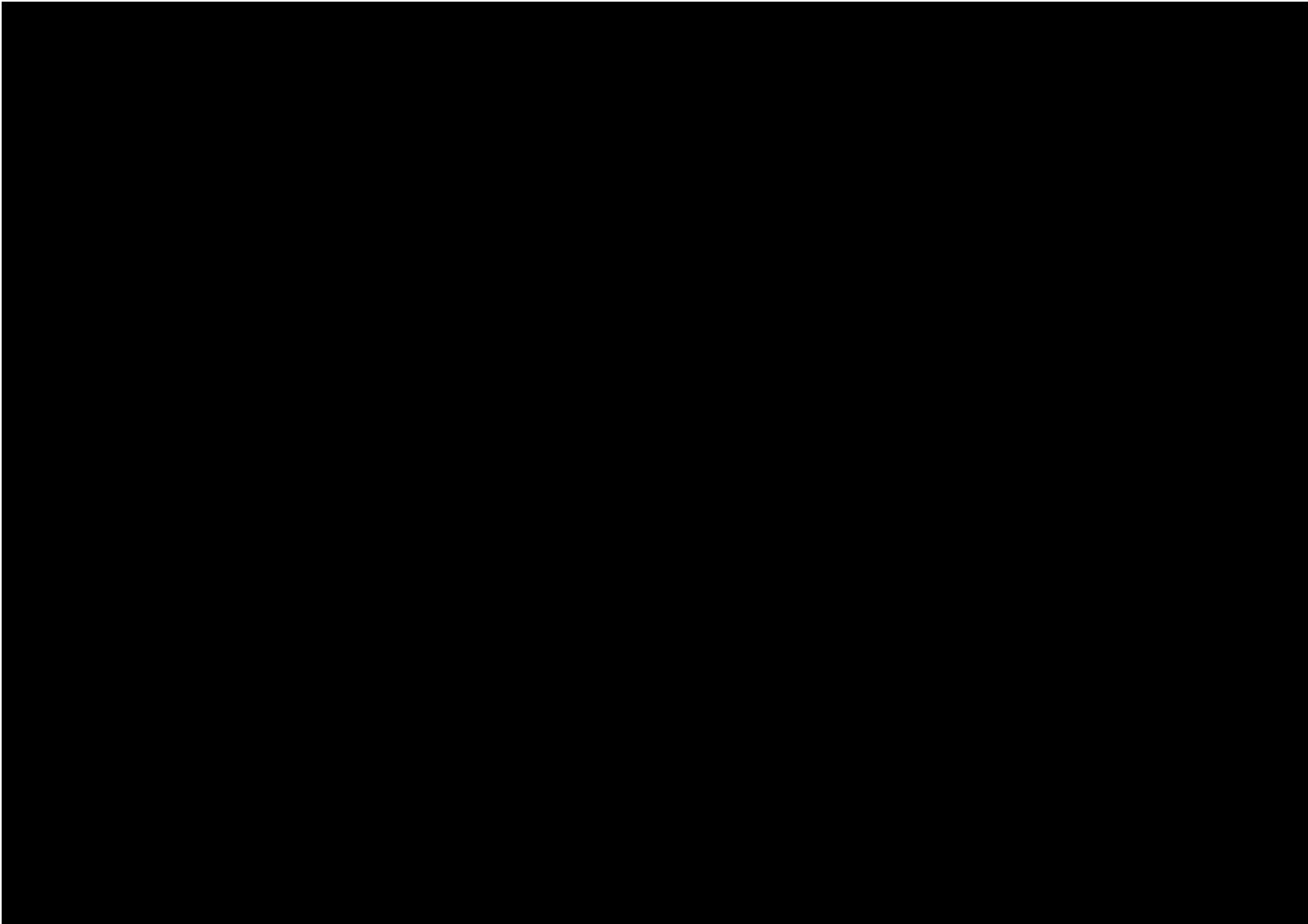
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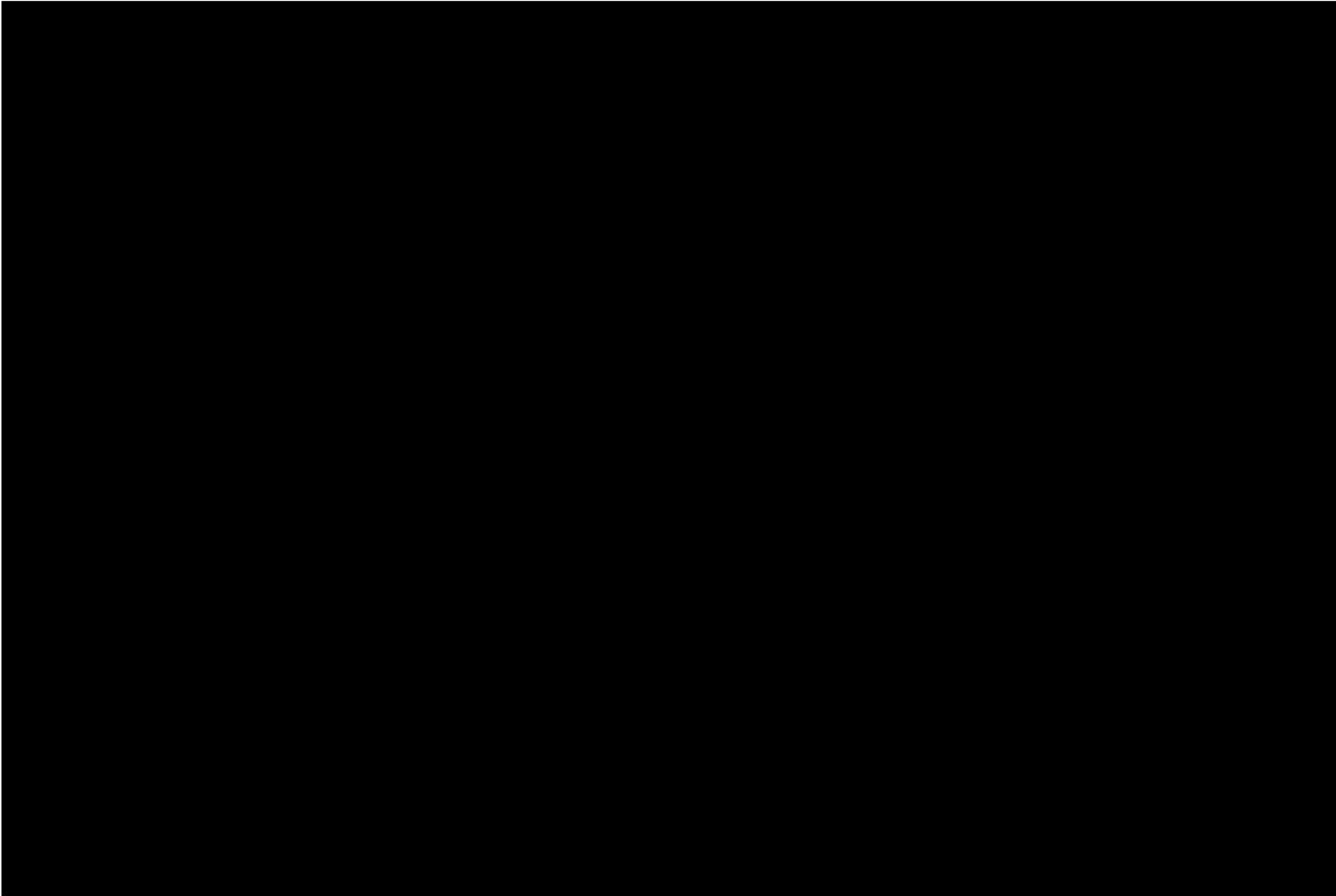
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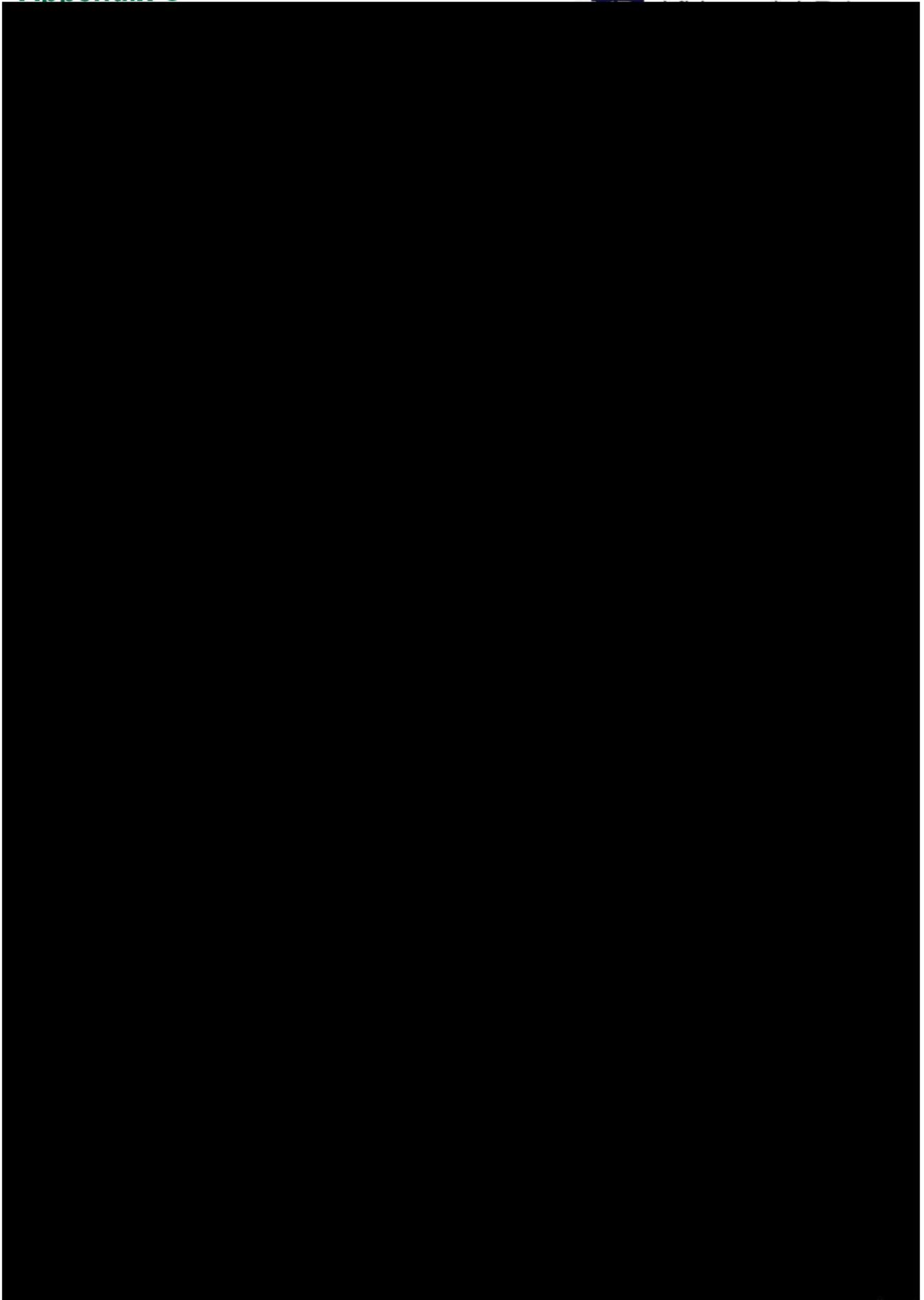
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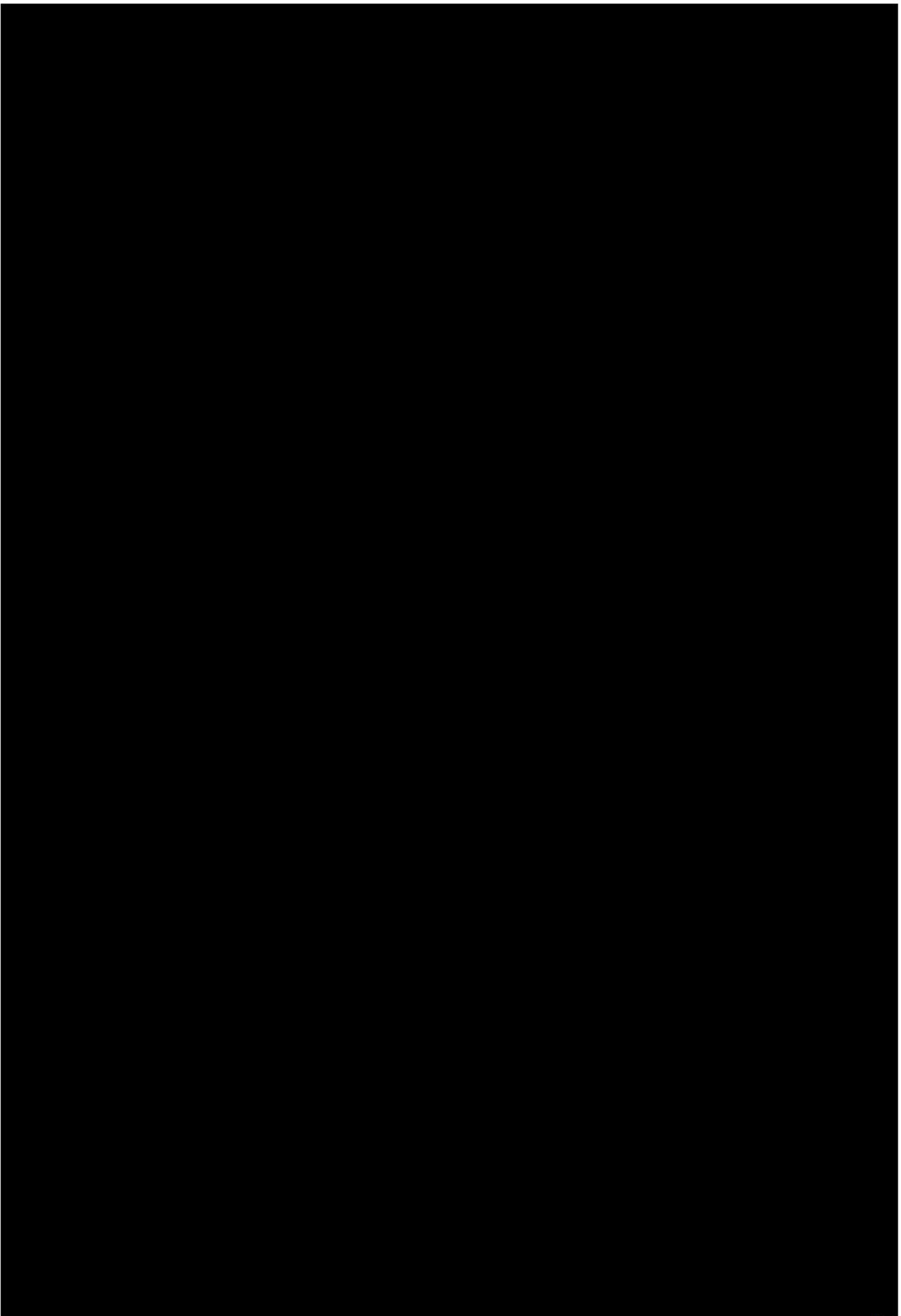






Appendix C







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER VIG, LLC, The Vestavia Group 2090 Columbiana Road Ste. 2000 Birmingham AL 35216	CONTACT NAME: Hunter Williams PHONE (A/C, No, Ext): 205-266-7304 FAX (A/C, No): 205-244-8072 E-MAIL ADDRESS: Hunter.Williams@VestaviaGroup.com														
INSURED NaphCare, Inc. EverHealth, LLC 2090 COLUMBIANA RD Birmingham AL 35216	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Ironshore Insurance Company "A" XV</td> <td>25445</td> </tr> <tr> <td>INSURER B: The Cincinnati Insurance Company "A+" XV</td> <td>10677</td> </tr> <tr> <td>INSURER C: The Travelers Insurance Company "A++" XV</td> <td>25615</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ironshore Insurance Company "A" XV	25445	INSURER B: The Cincinnati Insurance Company "A+" XV	10677	INSURER C: The Travelers Insurance Company "A++" XV	25615	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR Retro Date: 12/31/2018 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	HC7BAB5A62006	12/31/2025	12/31/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 13,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 13,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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GENERAL AGGREGATE	\$ 13,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	EBA0758413	9/30/2025	9/30/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$ XXXXXXXX</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$ XXXXXXXX</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$ XXXXXXXX</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$ XXXXXXXX	BODILY INJURY (Per accident)	\$ XXXXXXXX	PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$ XXXXXXXX																				
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EACH OCCURRENCE	\$ XXXXXXXX																				
AGGREGATE	\$ XXXXXXXX																				
	\$																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-1P248768-25-51-K UB-1P250924-25-51-R	9/30/2025	9/30/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000														
A	Professional Liability Claims Made Retro Date: 07/01/03	Y	N	HC7BAB5A62006	12/31/2025	12/31/2026	Each Med Incident 2,000,000 Aggregate 13,000,000														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Clackamas County OR RFP 2025-88 Jail Medical

Sexual Abuse and Molestation Coverage is included in the Commercial General Liability policy HC7BAB5A62006 with limits of \$2,000,000 occ/agg.

CERTIFICATE HOLDER**CANCELLATION**

Clackamas County Procurement Division 205 Kaen Road Oregon City, OR 97045	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Appendix E
CLACKAMAS COUNTY, OR
RFP #2025-88 FOR CORRECTIONAL MEDICAL, DENTAL, PHARMACEUTICAL, AND MENTAL HEALTH SERVICES AT
THE CLACKAMAS COUNTY JAIL
PROPOSED MODIFICATIONS AND CLARIFICATIONS

NaphCare respectfully submits the following proposed modifications and clarifications to the RFP and its Sample Personal Services Contract for Clackamas County's consideration. NaphCare looks forward to working with Clackamas County to discuss and achieve a consensus on any final agreement between the parties.

I. Sample Personal Services Contract, Article I, Section 6. Contract Documents

Please refer to the Sample Personal Services Contract, Article I, Section 6. Contract Documents.

Proposed NaphCare Modification and Clarification: NaphCare proposes the parties agree that NaphCare's proposal in response to Clackamas County's Request for Proposal (RFP) shall take precedence over the RFP.

II. Sample Personal Services Contract, Article II, Section 7. Indemnity, Responsibility for Damages

Please refer to the Sample Personal Services Contract, Article II, Section 7. Indemnity, Responsibility for Damages.

Proposed NaphCare Modification and Clarification: NaphCare proposes the parties agree to the Indemnity, Responsibility for Damages provision as set forth in the current contract between the parties which states as follows:

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.

Provided, however, that Contractor shall have no obligation to indemnify the County, the Sheriff, and/or County agencies, including any employees, agents or contractors, for any losses, damages and/or injury arising out of or resulting from a negligent or intentional act or acts or other omission(s) attributable solely to the County or its agents, or for any claim arising solely out of: (1) the County, its employees or agents (other than Contractor) preventing an inmate from receiving medical care ordered by Contractor or its agents; or (2) any failure by the County, its employees or agents (other than Contractor) to promptly present an inmate to the Contractor for treatment in any situation where it is known or should be known to a person with no medical training that medical care is needed (for example, after a physical altercation between custody and an inmate).

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.

III. Sample Personal Services Contract, Article II, Section 12 Ownership of Work Product

Please refer to the Sample Personal Services Contract, Article II, Section 12 Ownership of Work Product.

Proposed NaphCare Modification and Clarification: NaphCare proposes the parties agree to the Ownership of Work Product provision as set forth in the current contract between the parties which states as follows:

12. OWNERSHIP OF WORK PRODUCT. The parties hereby understand and agree that Contractor's use of the electronic health record software system, TechCare®, and the use thereof by either party in the performance of this Contract, is only licensed to the County by Contractor for the term of this Contract, and all rights, title, and/or ownership interest held by Contractor or its affiliated entity in TechCare® at the beginning of this Contract, shall remain with Contractor following any termination of this Contract. Otherwise, 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

Appendix E
CLACKAMAS COUNTY, OR
RFP #2025-88 FOR CORRECTIONAL MEDICAL, DENTAL, PHARMACEUTICAL, AND MENTAL HEALTH SERVICES AT
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PROPOSED MODIFICATIONS AND CLARIFICATIONS

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.

IV. Sample Personal Services Contract, Article II, Section 16 Subcontracts and Assignments

Please refer to the Sample Personal Services Contract, Article II, Section 16 Subcontracts and Assignments.

Proposed NaphCare Modification and Clarification: NaphCare proposes that the Subcontracts and Assignments clause in the Sample Personal Services Contract is replaced with the following language in any final agreement between the parties if NaphCare is selected as the successful vendor:

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, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion, except for assignments to Contractor's affiliates or to any entity that succeeds to its business in connection with a merger or acquisition. 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.

V. Sample Personal Services Contract, Article II, Section 19 Terminations

Please refer to the Sample Personal Services Contract, Article II, Section 19 Terminations.

Proposed NaphCare Modification and Clarification: NaphCare proposes the parties agree to the Termination provision as set forth in the current contract between the parties which states as follows:

19. TERMINATIONS. 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. Contractor may terminate this Contract by providing not less than one hundred eighty (180) days' notice to County.

VI. Request for Proposal Attachment A, Service Legal Agreement, Section 13.c. Credit for Inadequate Coverage

Please refer to Request for Proposal Attachment A, Service Legal Agreement, Section 13.c. Credit for Inadequate Coverage.

Proposed NaphCare Modification and Clarification: If selected as the successful vendor, NaphCare respectfully requests to retain the current service level agreement structure for inadequate coverage that is in the current agreement between the parties or the opportunity to negotiate mutually agreeable service level agreement terms.

EXHIBIT C **STAFFING LEVELS**

Clackamas County, Oregon									
ADP - 350									
Proposed Staffing Matrix									
Position Title	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Onsite/Offsite	FTE
Day Shift									
Health Services Administrator	8.000	8.000	8.000	8.000	8.000			Onsite	1.000
Director of Nursing	8.000	8.000	8.000	8.000	8.000			Onsite	1.000
Administrative Assistant	8.000	8.000	8.000	8.000	8.000			Onsite	1.000
Medical Assistant/Medical Records Clerk	8.000	8.000	8.000	8.000	8.000			Onsite	1.000
Registered Nurse - Charge	12.000	12.000	12.000	12.000	12.000	12.000	12.000	Onsite	2.100
Registered Nurse - Sick Call	12.000	12.000	12.000	12.000	12.000	12.000	12.000	Onsite	2.100
Registered Nurse - Booking	12.000	12.000	12.000	12.000	12.000	12.000	12.000	Onsite	2.100
RN MAT Program Coordinator	8.000	8.000	8.000	8.000	8.000			Onsite	1.000
LPN	24.000	24.000	24.000	24.000	24.000	24.000	24.000	Onsite	4.200
NP/PA	8.000	8.000	8.000	8.000	8.000			Onsite	1.000
Medical Director	8.000							Onsite	0.200
Psych NP	8.000	8.000	8.000	8.000	8.000			Onsite	1.000
Mental Health Professional	10.000	10.000	10.000	20.000	10.000	10.000	10.000	Onsite	2.000
Dentist						5.000	5.000	Onsite	0.250
Dental Assistant						5.000	5.000	Onsite	0.250
Discharge Planner	8.000	8.000	8.000	8.000	8.000			Onsite	1.000
TOTAL HOURS/FTE - Day									21.200
Night Shift									
Registered Nurse - Booking	12.000	12.000	12.000	12.000	12.000	12.000	12.000	Onsite	2.100
LPN	24.000	24.000	24.000	24.000	24.000	24.000	24.000	Onsite	4.200
TOTAL HOURS/FTE - Evening									6.300
TOTAL HOURS/FTE - Weekly									27.500

EXHIBIT D

SERVICE LEVEL AGREEMENT

1. Access & Security

- a. Security staff shall accompany health care staff during health care services in secure areas in accordance with written policies or procedures.
- b. Contractor, their employees, agents, and contractors shall always follow CCSO policies and procedures.
- c. All Contractor staff must comply with the Statement of Personal History process as outlined by CCSO.
- d. CCSO Reserves the right to remove access for any contract staff, at any time, provided the safety and welfare of adults-in-custody or staff is in jeopardy.

2. Contract Administration

- a. The contract administrator for CCSO is the Healthcare Administrative Services Manager (HCASM).
- b. The HCASM is the Contract Compliance Officer whose responsibilities include, but are not limited to:
 - i. Contract compliance
 - ii. Fiscal Considerations
 - iii. Liaison with vendors, providers and respective County agencies
 - iv. Program development
 - v. Grant oversight
 - vi. Accreditation Compliance
 - vii. Quality Improvement & Patient Safety
 - viii. Risk oversight and protection
 - ix. Education and training for health staff
 - x. Program Sponsor for jail-based opiate treatment program
 - xi. Program Compliance under Oregon Health Authority domain
- c. Contractor will work collaboratively with the HCASM for all items related to this contract, including contract compliance, accreditation, and quality control.
- d. The HCASM will have free and ready access to all policy and procedure manuals
- e. The HCASM will have free, and unrestricted access to
 - i. all documentation related to accreditation.
 - ii. the entire health record system to include any programs for variance or incident reporting, utilization management, consultation services, or other areas needed to provide health care to AIC on behalf of Clackamas County Sheriff's office.

3. Clinic Space

- a. CCSO will provide the space, limited furniture, fixtures, utilities, telephone and security necessary for efficient operation of the Health Care System within the correctional facility.
- b. Contractor will be responsible for all equipment needed for medical, dental, or behavioral health services.
 - i. Any functioning equipment purchased for use within the Clackamas County Jail will remain at the Clackamas County Jail
- c. Contractor shall be responsible for providing its own computers, servers, software, office chairs, ergonomic-related equipment for office and computer workstations and internet/data connection services.
 - i. CCSO reserves the right to refuse to allow any item into the Facility if they determine it poses a security risk.

- ii. CCSO may require approval of the vendor and method of internet/data connection services.

4. Continuous Quality Assurance

- a. Contractor shall have an established quality assurance program.
- b. This program will be led by a team of administration and clinicians working within the jail, and will include the following individuals:
 - i. Health Services Administrator
 - ii. Medical Director
 - iii. Mental health practitioner
 - iv. MOUD Coordinator
 - v. HealthCare Administrative Services Manager.
- c. The quality assurance team will meet quarterly to discuss quality improvement projects, studies, outcomes, and process improvements for the previous quarter.
- d. Contractor shall provide services with a low rate of error during the duration of the contracting time period.
- e. In addition to the contractor's quality assurance program, CCSO may, at its own expense, contract with a neutral third party, experienced in correctional medical quality assurance reviews ("Quality Assurance Consultant").
 - i. The services of this third-party consultant may include: review of quality audits, review of AIC medical records, evaluating the timeliness of care, evaluating the appropriateness of assessment, treatment, and level of care.
 - ii. Contractor shall cooperate fully, without haste, with CCSO's Quality Assurance Consultant including providing full and immediate access to records, including medical records and policy and procedure documents.
 - iii. Contractor will work with HCASM, quality assurance consultants and committees to assist County in refining goals for minor and major quality/care improvement initiatives.
 - iv. Results of the medical quality assurance reviews, as well as recommendations for corrective action, will be provided to Contractor.
 - v. Contractor will be required to address recommendations via corrective action plan and will advise CCSO in writing the details of each corrective action. If a corrective action plan is not needed, the contractor will provide those details in writing.
 - vi. Written responses are required within 30 days of receipt of the audit results unless otherwise stated by the HCASM.
 - vii. Contractor will cooperate with procedures to resolve any impasse in recommendations to corrective actions in a timely fashion.

5. Grievances

- a. Contractor will follow the CCSO current grievance policy and procedure for the communication and resolution of AIC complaints or grievances, and staff complaints regarding any aspect of health care delivery.
- b. Contractor shall identify, within 7 days, the individual(s) who will respond to, and act as the primary contact with CCSO, in reviewing and responding to complaints and grievances.
- c. When the assigned individual is on vacation or otherwise unavailable, coverage must be provided, and a responsible individual identified to the CCSO.
- d. Initial grievances shall be triaged and a response provided within seven (7) days, and escalated grievances within fourteen (14) days of grievance submission.

6. Jail Staff Training

- a. Work directly with the HCASM on yearly education agenda

- b. Contractor should be able to provide on-going training on comprehensive health and mental health issues in accordance with NCCHC standards.
- c. All training will be approved and coordinated by the HCASM, or designee, prior to being delivered

7. Policy and Procedures

- a. Contractor should maintain a policy and procedures manual that meets the requirements of applicable standards as outlined by the NCCHC, as well as any requirements of the CCSO.
- b. Separate manuals for Emergency Response, Pharmacy, and Quality Improvement should be maintained onsite.
- c. A copy of these manuals should be available to all contractor staff.
- d. All manuals will be readily available to the HCASM either in printed or digital form, or the HCASM will have direct access to the storage location on a secure server.

8. Emergency Treatment and Transportation

- a. Contractor shall have a contract with a licensed ambulance entity, that includes payment for necessary ambulance transportation for emergent and non-emergent transport.
- b. If requested, Contractor shall provide a copy of the contract to County.
- c. Contractor shall pay for the costs of transportation and any other extraneous expenses related to the housing of AICs.
- d. Contractor shall, within reason, have payee contracts with all surrounding medical centers.
 - i. Any medical center that is considered "out of network" will be declared to the HCASM.
 - ii. The contractor will continue negotiations with all "out of network" facilities to ensure continuity of care for all patients during their incarceration.

9. Maintenance of Accreditation Status

- a. Clackamas County Jail is currently NCCHC accredited for
 - i. Health Standards in Jail,
 - ii. Jail-Based Opiate Treatment, and
 - iii. Mental Health Services.
- b. Contractor maintains all NCCHC Accreditations throughout the life of the contract.
- c. Contractor will be responsible for all fees required to maintain this certification.
- d. Contractor provides all NCCHC Accreditation reports to the HCASM during and after accreditation process.
- e. Compliance with NCCHC accreditation is mandatory.

10. Provisions of Comprehensive Healthcare Services

- a. Refusal for Entry
 - i. Contractor has a process for screening AIC prior to entry into the facility, and referral to a higher level of care prior to acceptance into the Clackamas County Jail.
 - 1. Process includes incorporating the CCSO Intake Refusal Form for documentation which will be made available in the health record and retained by CCSO HCASM.
- b. Receiving Screening
 - i. Receiving Screening is performed on all AICs as soon as possible to ensure that emergent and urgent health needs are met prior to housing.
 - 1. Receiving screening will include screening for disability or DME use substance use disorder treatment and medications, Mental health care and medication, and chronic health conditions, treatments, and medications.
 - 2. Mandatory tuberculosis testing is started at the receiving screening in accordance with

OAR333-019-0042 and NCCHC standards, and there is a process for follow up.

3. There is a process to review and track all intake assessment refusals. This process includes a mechanism for follow-up care and documentation, and to complete the initial intake assessment.

c. Initial Health Assessment.

- i. An initial health assessment shall be given to all incoming AICs
 1. The physical exam by be completed by the MD, NP/PA, RN, with the appropriate training, as soon as possible but not later than the first (14 days after admission into the facility as long as the receiving screening includes ADA, Mental health, and SUD treatment questions for follow up, in addition to acute and chronic health issues.
- ii. Oral Examination will be included in the health assessment.

d. Chronic Care

- i. Contractor has a process for identifying and tracking chronic care appointments
- ii. Contractor has a process for tracking chronic care refusals
- iii. Chronic care appointments occur within the first thirty (30) days of booking
- iv. A list of chronic care visits completed for the month will be provided to HCASM or accessible through the electronic health record
- v. A detailed care plan with individualized treatment options are included in the chronic care visit
 1. Education is provided to AIC during their chronic care visit and documented in the health record.
 2. Treatment plans are set in place by qualifying health care providers
 3. Plans include diet, medication, diagnostic testing, and frequency of follow-up medical evaluation.
 4. Adjustment of treatment modalities as clinically indicated.
- vi. Protein drinks or other nutritional supplements ordered by the Contractor are the fiscal responsibility of the Contractor.
- vii. The Contractor shall provide identification, testing, counseling, education, care, treatment and follow-up for HIV/AIDS for all AIC.
 1. This responsibility shall include the provision for payment for all HIV related medications.
- viii. The Contractor shall provide identification, testing, counseling, education, care, treatment and follow-up of infectious disease related conditions. This responsibility shall include the provision for payment for medical care and pharmaceuticals, as well as consultation with the Clackamas County Public Health Division

e. Sick Call.

- i. AICs shall have access to essential health care services at all times.
 1. At a minimum, a licensed RN will be available for sick call seven (7) days per week, and a physician, nurse practitioner, or physician's assistant will be on call for consultation.
 2. Sick call shall be held in the medical clinic exam rooms, or at the meal port windows for triage.
- ii. If Contractor is utilizing care protocols for sick call or urgent/emergent care within the facility, those protocols are available to all contractor staff and a copy is provided to the jails Healthcare Administrative Services Manager (HCASM) annually.

f. Dental Services

- i. Onsite dental services shall comply with NCCHC Standards for Oral Care, providing for emergency, medically necessary, and non-emergency dental services, including but not limited to extractions, fillings, hygienic cleanings, and annual exams.

- ii. Dental providers will be responsible for referrals for care that cannot be provided on-site
 - iii. Dental Services hours will occur on designated Saturday or Sunday's and will include a dentist (DDS) and a dental assistant.
 - g. Jail-Based Opiate Treatment Program
 - i. Contractor will have policies and procedures that accommodate a jail-based opiate treatment program that utilizes buprenorphine/suboxone and naltrexone.
 - 1. If such policies do not exist, the contractor will work with the jail HCASM to ensure all policies meet NCCHC, State, and Federal guidelines for SUD treatment
 - 2. Policies will include process for initiating Medications for opiate use disorder during incarcerations
 - ii. Contract will have a Medically Supervised withdrawal program to assess, treat, and manage withdrawal from drugs and alcohol.
 - iii. Provisions to provide a methadone maintenance, and when necessary;
 - 1. Contractor will coordinate payment of said services with the appropriate state certified Opiate Treatment Program
 - 2. Contractor will follow all state and federal regulations regarding obtaining, storing, and dispensing methadone during incarceration
 - 3. Contractor will work collaboratively with the Opiate Treatment Program under appropriate 42 CFR part II requirements to ensure continuity of care of each methadone patient in custody.
 - iv. Provisions to provide all medications used in the treatment of substance use disorders such as Buprenorphine/Suboxone, naltrexone, Vivitrol, and extended-release buprenorphine.
 - a. The Parties agree that the Contractor will pass through the cost of any injectable medication administered as part of the medication assisted treatment (MAT) program to the County for reimbursement.
 - v. Pregnancy and Opiate dependence
 - 1. Contractor shall assure that pregnant women with histories of drug dependency currently enrolled in a methadone program are continued on their program during incarceration.
 - 2. Contractor shall coordinate and pay enrollment and assessment services of pregnant opiate addicted women for methadone maintenance programs.
 - 3. For all pregnant females not enrolled in a methadone clinic, there are policies and procedures in place to initiate medication for opiate use disorder during incarceration.
 - vi. Care coordination services that include physical medications in available in the clients property for release in quantities sufficient to get the client through to the first follow up appointment with the community provider and
 - vii. Care coordination services extend to the routine maintenance of methadone, ensure all methadone clients understand how to continue care at release.
 - h. Release Planning
 - i. A continual process to evaluate for release planning will be in place for all clients with chronic health conditions, mental health illness, pregnant females, illness or injury sustained during arrest or detention, and all those with substance use disorder as part of the Opiate Treatment Program.
 - 1. This plan will include up to thirty (30) days supply of most medication provided at release and be available in the AIC property bin. See 11. Pharmacy services for additional information.
- Follow up appointments when appropriate given the condition being evaluated or treated.
- 2. Appropriate medical records will be shared with treating clinicians upon release.

- i. Special Needs of Pregnant and Postpartum Women
 - i. Care for the special needs of pregnant and postpartum women, including, but not be limited to
 - 1. Screening and testing for pregnancy at the time of booking the AIC into the facility;
 - 2.
 - 3. Referrals and coordination with community-based SUD treatment program specializing in the care of pregnant and postpartum women.
 - 4. Contract will ensure Postpartum women will have access to breast pumps during their stay at CCJ
 - 5. Prenatal & Postnatal education and counseling will be available; and
 - 6. Coordination of special medical services, if requested by CCSO, to include termination of pregnancy,
 - 7. Contractor will have written agreements with specialty service providers to ensure the continuous availability of the full range of routine and emergency obstetrical services including management of high-risk conditions.
- j. Dentures, Glasses, prosthetics care/repair in custody
 - i. Contractor will provide and/or make payment for medically necessary glasses, dentures, or prosthesis care/repair during incarceration as determined by the medical director.
 - 1. Such services will be ordered and approved by the medical director
 - 2. This includes prosthesis, glasses, or dentures.
 - 3. This provision is limited to items present at the time of arrest; damaged during incarceration and determined as “medically necessary” during the entire incarceration; or if the lack of said “medically necessary” item prohibits the client of effectively aiding in their defense during their incarceration.
- k. Durable Medical Equipment.
 - i. Contractor is responsible for payment and procurement for all specialty medical equipment
 - 1. Specialty medical equipment shall be defined as durable medical equipment (DME) and includes, but is not limited to diabetic supplies, canes, crutches, walkers, commode chairs, oxygen-therapy equipment, traction equipment, etc.,.
 - a. further defined, DME is equipment which 1) can withstand repeated use, 2) is primarily and customarily used to serve a medical purpose, 3) is generally not useful to a person in the absence of illness or injury, and 4) is appropriate for use in the AICs housing area.
 - 2. The use of any DME within the Facilities will be pre- approved by CCSO staff.
 - 3. For any major equipment, including beds and lift mechanisms, Contractor shall meet with CCSO’s HCASM to discuss the use and the specifics related to procurement of the equipment; including power supply needs, location of use, and delivery.
- l. HIV, Syphilis, or other STI
 - i. Contractor shall cooperate with Clackamas County Public Health for testing and treatment of current diagnosed HIV, Syphilis, or other STI during the incarceration, even when testing occurred outside of incarceration.
 - ii. newly diagnosed HIV, Syphilis, or other STI will be treated based on treatment standards appropriate for the Portland Metro geographical area, and recommendations from local public health authority. Where geographical standards vary, the local standard will be considered and justification will be documented in the health record.
- m. Dialysis Services
 - i. Dialysis services shall be provided to all patients needing dialysis
 - ii. Contracts and payments with dialysis service providers will be the responsibility of the contractor

- n. Laboratory and other Diagnostic Testing Services
 - i. All laboratory and other diagnostic testing services (X-ray, Ultrasound, etc) occur in-house unless otherwise deemed necessary.
 - ii. All sub-contracted service employees must be escorted and accompanied into the facility by a CCSO background cleared staff member
 - iii. Contractor assumes responsibility for all sub-contracted services and employee(s) of sub-contracted services while working with Clackamas County jail.
 - iv.
 - v. Clinical Laboratory Improvement Amendments (CLIA) waived on-site lab services for use by the appropriate HCP staff
 - 1. Contractor will maintain CLIA waiver compliance at 2206 Kaen Road
 - 2. This includes any fee associated with compliance and non-compliance with CLIA rules.
 - vi. Blood borne pathogen testing
 - 1. In the event of a BBP exposure by an AIC. OAR 333-022-0300 describes the process for requesting that a source person be tested.
 - 2. Contractor has a process for reporting BBP exposure test results with those involved in the exposure.
- o. Mental Health Services
 - i. The development and implementation of mental health care plans are documented in the health record and communicated with the appropriate care teams for release planning.
 - ii. Employees responsible for mental health screening are appropriately trained for this role, and that training is documented in the annual training record.
 - iii. Mental Health Services should include, at a minimum, the following levels of service:
 - 1. Initial mental health screening conducted at intake
 - 2. A process for intake pre-screening procedure for mental health illness, referrals, and medication (including prescription, dosage, frequency, and last use).
 - 3. A process for referral of positive findings to a mental health clinician
 - 4. Mental health evaluations
 - 5. Psychiatric assessments & evaluations
 - 6. After-hours, on-call psychiatric service providers such as a Psych MD, PMHNP, or equivalent QMH provider who can triage, assess, and/or treat acute mental illness
 - 7. Suicide prevention program
 - 8. Crisis intervention
 - iv. All approved mental health staff, who are eligible full-time, part-time, or per diem employees will have education and training completed and maintained by Clackamas County Behavior Health Division as a Clackamas County Director's Designee
 - 1. This designation is maintained by Clackamas County Behavioral Health unit and is coordinated through the HCASM.
 - 2. All staff approved as directors' designees will undergo exclusion checks conducted by Clackamas County Behavioral Health credentialing unit at no fee to the contractor. This process ensures compliance through LEIE or SAM for the CCBH division's credentialing and government reimbursement compliance.
 - v. Mental health service providers shall utilize the most current and updated American Psychiatric Association's (APA's) classification and diagnostic tool during clinical encounters
 - vi. The mental health program will work collaboratively with CCSO staff.
 - 1. This shall include attending program meetings and working in collaboration to

- provide pre-screening and crisis intervention.
- 2. Contractor shall provide a psychiatrist, PMHNP, or other QMHC to participate in the collaboration, review issues related to suicide prevention and address the resolution of problems in accordance with applicable NCCHC standards for adults incarcerated with mental illness.
- vii. Contractor is responsible for the health and well-being of the AIC, including medication, vitals, other medical needs, and confirmation of well-being.
- viii. Crisis Intervention services are available to all AIC within Clackamas County Jail.
 - 1. A qualified mental health clinician must be available to provide on-site mental health assessments and crisis intervention services seven (7) days per week from 7 a.m. to 5:30 p.m. including during holidays hours and coverage for paid time off.

11. Pharmacy Services

- a. The Parties agree that Contractor shall provide Pharmacy Services in accordance with Option 3 of its response to RFP #2025-88 (Exhibit B).
- b. Contractor shall provide pharmacy services, directly or through an approved pharmacy vendor, that meets Oregon Board of Pharmacy rules and regulations (ORS 855; ORS 689) for operating within a correctional facility.
- c. Contractor shall dispense medications to AICs using a system that allows tracking & accountability on a dose-by-dose basis.
- d. Contractor will have a process for the review medication variance reporting as part of the Quality assurance process. This information will be shared with the HCASM upon request
- e. Contractor shall provide annual reports on the cost of all medications used within Clackamas County jail.
- f. There must be a process for
 - i. the procurement of medication not in stock within 24 hours of the medication order.
 - ii. Procurement & maintenance of a 7-day stock of all commonly used medications, to include HIV, injectable medications, psychiatric and over-the-counter medication.
 - a. The Parties agree that the Contractor will pass through the cost of Hepatitis C, Blood Factor, and any injectable medication administered as part of the medication assisted treatment (MAT) program to the County for reimbursement.
 - iii. Procurement & maintenance of a stock of penicillin for injections used to treat syphilis
 - iv. Procurement and maintenance of over-the-counter medications
 - v. 30-day supply of medications for release
 - a. The Parties agree that upon release, Contractor will provide Clackamas County Jail patients with a 30-day supply of most discharge medications and a three-day supply of HIV medications. Contractor will provide patients with a 14-day supply of Suboxone upon release.

12. Reporting

- a. The Contractor will have established reporting processes.
- b. *Daily Report.* Contractor shall submit a daily report for the previous 24 hours prior by 9:00 am which includes the following:
 - i. # of AIC on Withdrawal protocol
 - ii. # of AIC on MOUD services
 - iii. # of AIC on Chronic care
 - iv. # of AIC on Suicide Watch
 - v. # of AIC on in Restraints

- vi. # of AIC on Medications
- vii. # of AIC on Mental health medications
- viii. # of AIC referred to the ER
- ix. # of Offsite Visits completed
- x. Sick call visits completed
- xi. Chronic care visits completed
- xii. Mental health evaluations completed
- xiii. Mental health appointments completed
- xiv. AIC on methadone released from custody
- xv. Worker Status report (updated daily for new additions)
- xvi. Daily diet report (updated daily for new additions)
 - 1. Include all special diets
- c. Monthly Reports. The following reports are required monthly. These reports are due, or should be accessible by the 2nd weekday of the month
 - i. Quality assurance reports
 - ii. Monthly statistical reporting for review at the MAC
 - 1. # of receiving screens, physical assessments
 - 2. # of annual exams; medical and dental
 - 3. # of AIC on Withdrawal protocol
 - 4. # of AIC on MOUD services
 - 5. # of AIC on Chronic care separated by each chronic care condition treated
 - 6. # of AIC on Suicide Watch
 - 7. # of AIC on in Restraints
 - 8. # of Pregnant AIC
 - 9. # of AIC referred to the ER
 - 10. # of Offsite Visits completed
 - 11. # of AIC diagnosed with syphilis, chlamydia, gonorrhea, lice, scabies
 - 12. Sick call visits completed
 - 13. Chronic care visits completed
 - 14. Mental health evaluations completed
 - 15. Mental health appointments completed
 - iii. Monthly utilization statistics
 - 1. # of AIC hospitalized
 - 2. # of days of hospitalization
 - 3. # of AIC transferred to the Emergency Department
 - 4. # of AIC transferred by Ambulance
 - 5. # and type of offsite visits completed
 - iv. Monthly prescription utilization including:
 - 1. Medication error and adverse event reporting
 - 2. # of AIC on Medications
 - 3. # of AIC on Mental health medications
 - 4. # of AIC on each MOUD medication offered
 - 5. # of AIC who have received Emergency psychotropic medication
 - 6. # of AIC on HIV medication
 - 7. # of Nonformulary medication orders
 - v. Monthly staffing report for all staff, all positions. Report shall be organized by month, day, position, hours worked
 - vi. For reports not listed here, but required for State or Federal reporting, or reporting for

accreditation, the contractor will work with the HCASM or Jail Commander to fulfil the reporting request for the specified time period

- d. Annual Reporting. Contractor shall submit, due each year no later than January 15 to CCSO in compliance with federal laws and Oregon laws, regulations, and codes, including, but not limited to:
 - i. Aggregate Cost Reporting for
 1. UM Claims for prior fiscal year
 2. Pharmacy Costs
 - a. Medications
 - b. Mental health medications
 - c. MOUD medication offered
 - d. HIV medication
 - e. Nonformulary medication orders
 - ii. Credentials Report. Contractor shall submit an annual Compliance Report by calendar year, due each year no later than January 15, to CCSO on all applicable certifications, accreditations, and licenses during the life of this contract.
 - iii. Health Appraisal Report. Contractor shall prepare an annual report by calendar year, Reports shall include but not be limited to:
 1. # of receiving screens, physical assessments
 2. # of annual exams; medical and dental
 3. # of AIC on Withdrawal protocol
 4. # of AIC on MOUD services
 5. # of AIC on Chronic care separated by each chronic care condition treated
 6. # of AIC on Suicide Watch
 7. # of AIC on in Restraints
 8. # of Pregnant AIC
 9. # of AIC referred to the ER
 10. # of Offsite Visits completed
 11. # of AIC diagnosed with syphilis, chlamydia, gonorrhea, lice, scabies
 12. Sick call visits completed
 13. Chronic care visits completed
 14. Mental health evaluations completed
 15. Mental health appointments completed
 16. # and type of offsite visits completed
 17. # of AIC hospitalized
 18. # of days of hospitalization
 19. # of AIC transferred to the Emergency Department
 20. # of AIC transferred by Ambulance
 21. # of AIC on Medications
 22. # of AIC on Mental health medications
 23. # of AIC on each MOUD medication offered
 24. # of AIC who have received Emergency psychotropic medication
 25. # of AIC on HIV medication
 26. # of Nonformulary medication orders
 27. AIC Mortality
 28. Other data deemed appropriate by the Commander of Detentions and Corrections Division or the CCSO Contract Administrator
 29. Summary of Schedules. All reports should be provided to CCSO HCASM and others as designated by CCSO's HCASM

13. Staffing

- a. Adequate Staffing. Contractor must maintain adequate staffing based on Average Daily Population (ADP) levels and the contract.
- b. Contractors must provide adequate staffing, for 24-hour coverage 7 days per week. Contractor must be able to:
 - i. Provide CCSO specific schedules on a month by month basis throughout the term of contract to ensure continued 24-hour coverage.
 - ii. Maintain designated full-time equivalents (FTES) for direct line staff.
 1. Direct line staff include:
 - a. Registered Nurses
 - b. Licensed Practical Nurses
 - c. Licensed mental health professionals (QMHP)
 - iii. The staff positions of Medical Director or Site Director, and Health Services Administrator, must provide written notification to the HCASM prior to any scheduled time away from the Facility including vacations and any unscheduled time, such as for illness.
 1. The notice will include the name of the alternate staff to act on behalf of the staff during his/her absence(s) and the expected time away from the work post.
 2. Absences longer than eight (8) days will have telehealth or in person coverage planned.
- c. Credit for Inadequate Coverage. Contractor will provide medical and support personnel reasonably necessary the rendering of healthcare services to AICs at the Facility, as identified on Exhibit C ("Staffing"), which is attached hereto and incorporated herein. If the aggregate staffing hours filled for any given month falls below ninety-five percent (95%) of that reflected on the Staffing Plan, Contractor will credit the County a refund calculated on the number of hours unfilled by a certain position, multiplied by the position's hourly rate. A position may only be covered or offset by another position of equal or greater licensing requirements and/or qualifications.

Contractor will conduct a monthly analysis of its payroll records in order to ensure compliance with meeting the staffing obligations required by this Agreement. To fulfill its staffing obligations, Contractor may utilize pro re nata (PRN) staffing and/or a current staff member(s), to include use of overtime staffing to fulfill the needs of any vacant position or any position that is temporarily vacant and will outline same within a monthly staffing report provided to the County. Contractor may not use this model if a lesser qualified employee will be used in lieu of the required staffing obligations. In the event a current staff member is utilized to fill the scheduled hours of another staff member, Contractor may utilize a like-kind or higher-level staff member to fulfill the vacant staff position and this provision shall allow for Contractor to modify the required staffing requirement hours by substituting up to 1.00 FTE of required Medical Doctor/Physician/Psychiatrist time with up to 2.00 FTE additional NP/PA or Psych NP/PA time. Two (2) hours of total services rendered by the NP/PA or Psych NP/PA shall be considered equivalent to one (1) hour of service rendered by a Medical Doctor/Physician/Psychiatrist.

For frontline/critical positions, defined as Mental Health Professionals, Licensed Practical Nurses, non-administrative Registered Nurses, and Nurse Practitioners, a filled contract hour by Contractor is hereby defined by the Parties as an hour paid to a staff member, including any overtime, to fill hours set forth in this Agreement, which shall include hours worked onsite, telemedicine/tele-psych hours, supplementing on-site staff, on the job training/orientation, and worked holiday hours. All other positions are considered leadership, non-critical, and/or administrative positions. A filled contracted hour for leadership, non-critical, and/or administrative positions is hereby defined by the Parties as an hour paid to a staff member,

including any overtime, to fill hours set forth in this Agreement, which shall include hours worked onsite, telemedicine/tele-psych hours, supplementing on-site staff, PTO, training/orientation, and holiday hours.

At the end of each calendar month, Contractor shall report to the County the number of hours filled based on the definitions above for critical and non-critical positions on a monthly basis. For the avoidance of doubt, the staffing plan included in Exhibit C must always be met to fulfill the respective ADP numbers set forth herein.

In the event a position has less paid hours than contracted hours during the month, Contractor shall provide a credit to the County which consists of the loaded cost of the employee rate of pay for the position multiplied by the position hours left unfilled during the month. Utilization of like-kind personnel to fulfill any staffing vacancy shall not be the basis for the County to assess any penalty or request a credit from Contractor. In the event a credit is due to County, Contractor shall issue any applicable credit on its next monthly invoice submitted to County. The Parties agree that Contractor will receive a ninety (90) day grace period from the effective day of any newly added positions before any staffing credits related to such position may be assessed.

d. Hiring & Selection Process Adjustments

- i. Contractor shall make the resumes of qualified individuals available to the HCASM for each of the individuals filling the recommended positions for
 1. Health Services Administrator
 2. Director of Nursing
 3. Medical Director
 4. Nurse Practitioner
 5. PMHNP
 6. Mental Health Clinicians
 7. MOUD RN
- ii. The HCASM reserves the right to interview each candidate prior to the contractor making an official offer of employment.
- iii. The HCASM reserves the right to decline a candidate for a position of employment within the Clackamas County Jail.

14. Services for CCSO Staff

- a. The Contractor will provide the following services for Sheriff's Office staff:
 - i. Annual tuberculin skin testing
 - ii. Flu vaccinations
 - iii. Hepatitis vaccinations
 - iv. Initial First Aid and Emergency intervention for onsite injuries to employees or visitors within the correctional facility

EXHIBIT E
Rates

Contractor Pricing	July 1, 2026 - June 30, 2027	July 1, 2027 - June 30, 2028	July 1, 2028 - June 30, 2029	July 1, 2029 - June 30, 2030	July 1, 2030 - June 30, 2031
Personnel					
Services	\$ 5,668,645.81	\$ 5,952,078.10	\$ 6,249,682.01	\$ 6,562,166.11	\$ 6,890,274.41
Medical					
Supplies	\$ 129,977.99	\$ 136,476.89	\$ 143,300.73	\$ 150,465.77	\$ 157,989.06
Ancillary					
Services	\$ 112,325.22	\$ 117,941.48	\$ 123,838.55	\$ 130,030.48	\$ 136,532.01
Pharmacy					
Services	\$ 993,235.29	\$ 1,042,897.06	\$ 1,095,041.91	\$ 1,149,794.01	\$ 1,207,283.71
Outside					
Medical					
Services	\$ 1,470,588.82	\$ 1,544,118.26	\$ 1,621,324.18	\$ 1,702,390.39	\$ 1,787,509.91
Malpractice					
Insurance	\$ 279,547.06	\$ 293,524.41	\$ 308,200.63	\$ 323,610.66	\$ 339,791.20
Administrative					
Costs	\$ 491,658.42	\$ 516,241.35	\$ 542,053.41	\$ 569,156.08	\$ 597,613.89
Taxes and					
Licenses	\$ 4,414.35	\$ 4,635.07	\$ 4,866.82	\$ 5,110.17	\$ 5,365.67
Annual -					
Total	\$ 9,150,392.97	\$ 9,607,912.62	\$10,088,308.25	\$10,592,723.67	\$11,122,359.85
Monthly -					
Total	\$ 762,532.75	\$ 800,659.39	\$ 840,692.35	\$ 882,726.97	\$ 926,863.32

The contracted Average Daily Population (ADP) is 350. If the adults in custody (AIC) population increases to a level greater than 375-ADP on a monthly basis, Contractor will charge a variable cost per diem to cover the incremental variable costs of providing services to an additional population by the following formula and rate: Actual ADP – Contracted ADP x number of days in the month x \$11.71 Per Diem Rate. If the ADP exceeds 500 AICs for three consecutive months, then the parties will meet and confer to negotiate any necessary staffing changes and compensation.

EXHIBIT F
QSOBAA

QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

Contract #0000001809

This Qualified Service Organization Business Associate Agreement ("Agreement") is entered into by and between **Clackamas County, by and through its Sheriff's Office ("Covered Entity"), and NaphCare Everhealth, LLC** ("Business Associate"), as a part of the Covered Entity's Mental Health, Alcohol and Drug Treatment Programs ("Program"), in conformance with the Health Insurance Portability and Accountability Act of 1996 and its regulations ("HIPAA"), and Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 ("Confidentiality Rule").

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 ("Services 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 Agreement to address certain requirements under the HIPAA Rules **and** the Confidentiality Rule;

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 "Breach" is 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 a Workforce member's course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Workforce 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 "Disclose" or "disclosure" shall have the meaning given to such terms under the Confidentiality Rule, 42 CFR §2.11.
- 1.5 "Effective Date" shall be the Effective Date of this Agreement.
- 1.6 "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 Agreement.

- 1.7 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.8 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.9 “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).
- 1.10 “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.
- 1.11 “Program” shall have the meaning given to such term under the Confidentiality Rule, 42 CFR §2.11.
- 1.12 “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.
- 1.13 “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.
- 1.14 “Qualified Service Organization” shall have the meaning defined under the Confidentiality Rule, 42 CFR §2.11.
- 1.15 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.16 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.17 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.18 “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.
- 1.19 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 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 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 Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this 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. Notwithstanding the preceding language of this subsection, Business Associate acknowledges that PHI obtained by the Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule. This information received from the Covered Entity, is protected by the Confidentiality Rule and therefore the Business Associate is specifically prohibited from re-disclosing such information to agents or subcontractors without specific written consent of the subject Individual;
- 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 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 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 comply with the confidentiality, disclosure and re-disclosure requirements of the Confidentiality Rule as applicable;
- 2.11 To resist any efforts in judicial proceedings any efforts to obtain access to the PHI protected by the Confidentiality Rule except as expressly provided for in the Confidentiality Rule;
- 2.12 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 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;
- 2.13 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 PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;
- 2.15 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. 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
- 2.16 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 The Covered Entity and the Business Associate agree that this Agreement constitutes a Qualified Service Organization Agreement as required by the Confidentiality Rule. Accordingly, information obtained by the Business Associate relating to Individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule.
- 3.2 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.3 Except as otherwise limited in this 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 Confidentiality or HIPAA Rules if done by the Covered Entity; and,

- 3.4 Except as otherwise limited in this 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 so long as such use is also permitted by the Confidentiality Rule; 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. PHI that is also subject to the Confidentiality Rule cannot be disclosed to a third party except as permitted under the Confidentiality Rule.

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. The 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 HIPAA Rules if done by the Covered Entity, except as set forth in Section 3.3 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. By notice 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 involved 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 notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or 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 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 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 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 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 Agreement and 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 Agreement if the Covered Entity has breached a material term of this 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 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 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 Agreement to the Confidentiality Rule, 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 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 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 Section II and III of this 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 Agreement shall survive the termination of the Services Agreement and this Agreement.

7.6 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to first comply with the Confidentiality Rule and second 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
NaphCare Everhealth, LLC

Covered Entity
Clackamas County

By: Brad McLane
Signature Authority

By: _____
Chair

Title: Chief Executive Officer

Date: _____

CERTIFICATE *of* SIGNATURE

REF. NUMBER
K3OUZ-MWRMC-LCPBR-SMKPA

DOCUMENT COMPLETED BY ALL PARTIES ON
27 JUL 2026 21:13:29
UTC

SIGNER

BRAD MCLANE

EMAIL
BRAD.MCLANE@NAPHCARE.COM

TIMESTAMP

SENT
27 JUL 2026 20:49:24

VIEWED
27 JUL 2026 21:13:04

SIGNED
27 JUL 2026 21:13:29

SIGNATURE

Brad McLane

IP ADDRESS
208.87.234.201

LOCATION
ASHBURN, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
27 JUL 2026 21:13:04

