



**REQUEST for PROPOSAL #873**  
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

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Clark County Washington

RELEASE DATE: WEDNESDAY, OCTOBER 11, 2023  
DUE DATE: WEDNESDAY, NOVEMBER 15, 2023 by 1:30 pm

Request for Proposal for:

**INMATE MEDICAL CONTRACT MONITOR**

**SUBMIT:**

One (1) Original  
Five (5) Complete Copies  
One (1) Electronic Copy

of the Proposal to:

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

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

**No electronic submissions.**

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

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

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

**Refer Questions to Project Manager:**

Kimberly Beltran  
Commander / Jail Services  
[Kimberly.Beltran@clark.wa.gov](mailto:Kimberly.Beltran@clark.wa.gov)

## General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PROTESTS** - Must be submitted to the Purchasing Department.

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

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

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

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

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

**FOR ALTERNATIVE FORMATS**  
**Clark County ADA Office: V: 564-397-2322**  
[ADA@clark.wa.gov](mailto:ADA@clark.wa.gov)

# Request for Proposals Table of Contents

PART I	PROPOSAL REQUIREMENTS
	Section IA: General Information
	1. Introduction
	2. Background
	3. Scope of Project
	4. Project Funding
	5. Timeline for Selection
	6. Employment Verification
	Section IB: Work Requirements
	1. Required Services
	2. County Performed Work
	3. Deliverables and Schedule
	4. Place of Performance
	5. Period of Performance
	6. Prevailing Wage
	7. Debarred / Suspended
	8. Americans with Disabilities Act (ADA) Information
	9. Public Disclosure
	10. Insurance/Bond
	11. Plan Holders List
PART II	PROPOSAL PREPARATION AND SUBMITTAL
	Section IIA: Pre-Submittal Meeting/Clarification
	1. Pre-Submittal Meeting
	2. Proposal Clarification
	Section IIB: Proposal Submission
	1. Proposals Due
	2. Proposal
	Section IIC: Proposal Content
	1. Cover Sheet
	2. Project Team
	3. Management Approach
	4. Respondent's Capabilities
	5. Project Approach and Understanding
	6. Proposed Cost
	7. Employment Verification
PART III	PROPOSAL EVALUATION & CONTRACT AWARD
	Section IIIA: Proposal Review and Selection
	1. Evaluation and Selection
	2. Evaluation Criteria Scoring
	Section IIIB: Contract Award
	1. Consultant Selection
	2. Contract Development
	3. Award Review
	4. Orientation/Kick-off Meeting
ATTACHMENTS	A: Proposal Cover Sheet
	B: Letter of Interest
	C: Certification Regarding Debarment, Suspension and Other Responsibility Matters Form
	D: Jail Clearance Form (for CJIS)
	E. Well Path, LLC Contract

# Request for Proposal #873

## Inmate Medical Contract Monitor

### Part I Proposal Requirements

Section IA	General Information
1. Introduction	<p>Clark County Washington is one of the fastest growing counties in the State of Washington and sits just north of the Portland, Oregon. Clark County is a very diverse county with a population of about 530,000 people. The Clark County Jail is the main correctional institution in Clark County and has a daily jail population averaging between 410 to 450 inmates. Due to Covid and limited staffing, the Jail Work Center was closed, and Jail operations were focused on the inmates in the main jail and juvenile facilities.</p> <p>As a jail facility, we are required to provide medical and mental health services for inmates. In March 2023, the jail medical/mental health contract was awarded to Well Path, LLC, and as a part of that contract a Medical Contract Monitor is required.</p> <p>The purpose of this RFP is to find a suitable vendor with sufficient medical knowledge, skills, and abilities to evaluate whether contract requirements are being met.</p> <p>If your company contact details <i>are not</i> on the Plan Holder List at <a href="https://clark.wa.gov/internal-services/request-proposal-1">https://clark.wa.gov/internal-services/request-proposal-1</a> Attachment B, Letter of Interest must be submitted to participate in this RFP.</p> <p>Proposers shall respond to all sections to be considered.</p> <p>Clark County has made this Request for Proposal subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers' option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this proposal will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.</p>
2. Background	<p>Medical and mental health services are provided to the inmates of Clark County by Well Path, LLC and these services are provided at three locations: the juvenile justice center, the main jail and the jail work center. These locations hold an average yearly population of approximately 500 adult inmates and an additional 25 juvenile inmates. The medical contract was negotiated and signed in March 2023, and it requires a third-party Medical Contract Monitor be established.</p> <p>As medical services are provided and managed by Well Path, LLC a medical provider and the Department of Jail Services is staffed by people with corrections training and background, it is prudent to engage an independent consultant to facilitate checks and balances of contractual agreements from a medical perspective.</p> <p>Fulfilling the Medical Contract Monitor position demonstrates the commitment to providing safe, high quality health care and to continually work to improve that care.</p>
3. Scope of Project	<p>The selected Medical Contract Monitor will review the medical contract between Well Path, LLC &amp; Clark County Jail Services to ensure that the full benefits and value of the contracted medical, mental health, dental, and prescription services are provided consistent with and mirroring of community care standards. Uniform reviews are required, data points should be accurately and readily measured for comparison over time, reports of findings will be sent to Jail Services and Well Path, LLC on an agreed upon time schedule.</p> <p>Any discrepancies or inconsistencies in services will be identified and with this knowledge, the Department and Well Path, LLC will identify, develop, and adopt a process for improvement,</p>

# Request for Proposal #873

## Inmate Medical Contract Monitor

	<p>assess assignment or reassignment of staff responsibly and record a target date for improvement completion.</p> <p>Veracity of the Electronic Health Records (EHR) is important to confirm and for that reason the Contract Monitor will randomly sample EHR records for patient verified data; this will specifically include at minimum 30 records per month, with at least two belonging to patients at Juvenile.</p>																
<p>4. Project Funding</p>	<p>Clark County Department of Jail Services has provided funding in their contract with Well Path, LLC for the costs to provide this service. All invoices for these services will be submitted directly to Well Path, LLC as they are responsible to pay for the Medical Contract Monitor services. Invoice submission requirements, terms and conditions will be discussed with the selected proposer.</p> <p>The submitted proposal shall include the Proposers true estimated cost to perform the work irrespective of the budgeted funds for this work.</p> <p>Allocated funds for this RFP and resulting contract will be established based on the funds requested in the selected proposal. However, it is anticipated that the contract should not exceed \$85,000 annually.</p> <p><b><u>Title VI Statements</u></b>  Clark County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.</p> <p>El Condado de Clark, de acuerdo con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d a 2000d-4) y el Reglamento, por la presente notifica a todos los postores que se asegurará afirmativamente de que cualquier contrato celebrado de conformidad con este anuncio, las empresas comerciales desfavorecidas tendrán la oportunidad plena y justa de presentar ofertas en respuesta a esta invitación y no serán discriminadas por motivos de raza, color u origen nacional en consideración a un laudo.</p>																
<p>5. Timeline for Selection</p>	<p>The following dates are the <b><u>intended</u></b> timeline:</p> <table border="1" data-bbox="423 1440 1511 1938"> <tr> <td>Pre-submittal Meeting</td> <td>October 19, 2023</td> </tr> <tr> <td>Deadline for Questions and Answers</td> <td>October 30, 2023</td> </tr> <tr> <td>Final date for Addendum, if needed</td> <td>November 3, 2023</td> </tr> <tr> <td>Proposals Dues</td> <td>November 15, 2023</td> </tr> <tr> <td>Proposal Review/Evaluation Period</td> <td>November 16 - 28, 2023</td> </tr> <tr> <td>Selection Committee Recommendation</td> <td>November 29, 2023</td> </tr> <tr> <td>Contract Negotiation/Execution</td> <td>November 30 – December 4, 2023</td> </tr> <tr> <td>Contract Intended to Begin</td> <td>December 18, 2023</td> </tr> </table>	Pre-submittal Meeting	October 19, 2023	Deadline for Questions and Answers	October 30, 2023	Final date for Addendum, if needed	November 3, 2023	Proposals Dues	November 15, 2023	Proposal Review/Evaluation Period	November 16 - 28, 2023	Selection Committee Recommendation	November 29, 2023	Contract Negotiation/Execution	November 30 – December 4, 2023	Contract Intended to Begin	December 18, 2023
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**Request for Proposal #873  
Inmate Medical Contract Monitor**

<p>6. Employment Verification</p>	<p>To be considered <b>responsive</b> to this formal Clark County RFP, all proposers shall submit before, or include with their response or within <b>48 hours</b> after submittal, a recent copy of their E-Verify MOU or proof of pending enrollment. The awarded contractor shall be responsible to provide Clark County with the same E-Verify enrollment documentation for each sub-contractor (\$25,000 or more) within thirty days after the sub-contractor starts work. Contractors and sub-contractors shall provide a report(s) showing status of new employees hired after the date of the MOU. The status report shall be directed to the county project manager at the end of the contract, or annually, whichever comes first. E-Verify information and enrollment is available at the Department of Homeland Security web page: <a href="http://www.dhs.gov/E-Verify">www.dhs.gov/E-Verify</a></p> <p><b>How to submit the MOU in advance of the submittal date:</b>  1. Hand deliver to 1300 Franklin St, Suite 650, Vancouver, WA 98660, or;  2. E-mail: <a href="mailto:koni.odell@clark.wa.gov">koni.odell@clark.wa.gov</a> or <a href="mailto:priscilla.ricci@clark.wa.gov">priscilla.ricci@clark.wa.gov</a>  <i>Note : Sole Proprietors shall submit a letter stating exempt.</i></p>
<p><b>Section IB</b></p>	<p><b>Work Requirements</b></p>
<p>1. Required Services</p>	<p>The purpose of the Contract Monitor is to provide an objective evaluation of the contracted health services between Clark County Jail and Well Path, LLC; focusing on patient care standards to measure, assess, and improve performance that is essential for providing safe, high-quality care and meeting the contract agreement. This entails; but is not limited to monitoring:</p> <ul style="list-style-type: none"> <li>• Hours of service provided</li> <li>• Veracity of electronic medical records system</li> <li>• Medications provided</li> <li>• Policy compliance</li> <li>• Billing appropriateness</li> <li>• Contract compliance and;</li> <li>• All other items that are deemed appropriate for the monitor to ascertain that the vendor is providing the County with the inmate medical care and services deemed acceptable by the existing contract. This will be provided by site visits and by review of documentation and any other forms deemed necessary. Suggested types of items for review may include but are not limited to: <ul style="list-style-type: none"> <li>○ Inmate Medical Records</li> <li>○ Quality Assurance Reports</li> <li>○ Medical Grievances and Responses</li> <li>○ Storage of All Medications and Supplies</li> <li>○ Medical Vendor – Employee Training and Certifications</li> <li>○ Statistical Reports</li> <li>○ Ordering and Usage of all Pharmaceuticals paying special attention to psychotropic meds</li> <li>○ Practice and Procedures for Pharmaceutical Returns and Destruction</li> <li>○ Employee Work Loads and Hours</li> <li>○ Vendor Billings and Credit Memos</li> <li>○ Staffing Levels</li> <li>○ Staffing Credits</li> <li>○ Payments to Providers</li> <li>○ Timeliness of Health Assessments</li> <li>○ Accuracy and Completeness of Patient Co-Pays</li> <li>○ Appropriateness within Policy and Community Standards as well as Timeliness of Patient Care and Visits</li> <li>○ Security – Patient, Unit, Pharmaceuticals, etc.</li> <li>○ Random Sampling of Electronic Health Records for veracity of patient specific data</li> </ul> </li> </ul>

# Request for Proposal #873

## Inmate Medical Contract Monitor

	<p>While this position will be generating and using Quality Control and Management information it is in no way intended to replace or augment those items being generated for the contracted providers' requirements.</p> <p>These reviews, or any other, along with recommendations are to be presented at the scheduled Medical Action Committee (MAC) meetings. Successful proposer is to have access to all medical vendor's personnel files (for training and accreditation), all medical records, all medical personnel, appropriate facilities, medical offices and rooms, patients, inmates, officers and inmate information. Successful proposer will also have read only access to the Jail Record Management system.</p> <p>*** Per Well Path, LLC contract: The Medical Contract Monitor will "have access to any and all Well Path databases and quality assurance reviews as they may deem necessary to fulfill their duties. Any information subject to attorney-client privilege, attorney work product, Patient Safety Work Product as defined by 42 U.S.C. 299b-21, trade secrets, confidential financial information (not including financial records related to the delivery of services pursuant to the contract), or employee benefits information cannot be made available to the Contract Monitor."</p>
<p>2. County Performed Work</p>	<p>Vendor may choose to work on site or remote as most information can be shared via systems or through protected means. However, after successfully passing a background check and receiving jail clearance, the County will provide workspace and access to the jail, its inmates, medical records and the medical unit.</p>
<p>3. Deliverables &amp; Schedule</p>	<p>Contractually agreed upon reports may vary from what is listed in IB1 but will be submitted monthly and with a yearly synopsis.</p>
<p>4. Place of Performance</p>	<p>Contract performance may take place in the County's facilities, the Proposer's facility, a third-party location, or any combination thereof; but will consist of regular visits (at least quarterly) to each County facility associated with inmate medical care.</p>
<p>5. Period of Performance</p>	<p>A contract awarded as a result of this RFP will be for three (3) years and is intended to begin on December 18, 2023, and end December 17, 2026.</p> <p>Clark County reserves the right to extend the contract resulting from this RFP for a period of six (6) additional years, in two (2) year increments, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.</p>
<p>6. Prevailing Wage Applicable to all public work as defined in RCW 39.04.010(4) Public Work</p> <p>Public Work is trade related construction, alteration or repair</p>	<p>Pursuant to Washington State RCW 39.12 PREVAILING WAGES ON PUBLIC WORKS all work identified in this project as a public work requires the contractor to pay Washington State prevailing wages and file all affidavits of intent to pay with the WA State Dept of Labor &amp; Industries.</p> <p>Contractors shall meet the requirements for Prevailing Wage and public works requirements, per RCW 39.04.350 BIDDER RESPONSIBILITY CRITERIA – SWORN STATEMENT – SUPPLEMENTAL CRITERIA.</p> <p>For this project select the Clark County rates that apply on the proposal closing date from either of these sites:</p>

Request for Proposal #873  
 Inmate Medical Contract Monitor

	<p><a href="http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm">http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm</a>  <a href="http://www.ini.wa.gov/TradesLicensing/PrevWage/WageRates">http://www.ini.wa.gov/TradesLicensing/PrevWage/WageRates</a></p> <p>Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L &amp; I Number 700-29) approved by the Washington State Department of Labor and Industries.</p> <p>A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the proposed items of this contract.</p>
<p>7. Debarred/Suspended</p>	<p>Federally or Washington State debarred or suspended suppliers may not participate in this Request for Proposal.</p> <p>All proposer's must fill out, sign and submit the "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" form with their proposal to be eligible to participate.</p>
<p>8. Americans with Disabilities Act (ADA) Information</p>	<p>Clark County in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing <a href="mailto:ADA@clark.wa.gov">ADA@clark.wa.gov</a> or by calling 564-397-2322.</p>
<p>9. Public Disclosure</p>	<p>This procurement is subject to the Washington Public Records Act (the "Act"), chapter 42.56 RCW. Once in the County's possession, all of the RFP Submittals shall be considered public records and available for public records inspection and copying, unless exempt under the Act.</p> <p>If a Respondent or Proposer considers any portion of an RFP Submittal to be protected under the law, whether in electronic or hard copy form, the Respondent or Proposer shall clearly identify each such portion with the word "PROPRIETARY". The County will notify the Respondent or Proposer in writing of the request and allow the Respondent or Proposer ten (10) days to obtain a court order enjoining release of the record(s). If the Respondent or Proposer does not take such action within the ten (10) day period, the County will release the portions of the RFP Submittal deemed subject to disclosure. All Respondents and Proposers who provide RFP Submittals for this procurement accept the procedures described above and agree that the County shall not be responsible or liable in any way for any losses that the party may incur from the disclosure of records to a third party who requests them.</p>
<p>10. Insurance/Bond</p>	<p><b>A. Waiver of Subrogation</b></p> <p>All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of subrogation prior to a loss. Contractor hereby waives its own right of subrogation against County and shall require similar written express waivers and insurance clauses from each of its subcontractors.</p>



Request for Proposal #873  
Inmate Medical Contract Monitor

**B. Proof of Insurance**

Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30-day written notice by mail to the County. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

**C. Worker's Compensation**

As required by the industrial insurance laws of the State of Washington.

**D. Automobile**

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

**E. Commercial General Liability (CGL) Insurance**

Written under ISO Form CG0001 or its latest equivalent with minimum limits of \$1,000,000 per occurrence and in the aggregate for each one-year policy period. Personal and Advertising Injury \$1,000,000 and General Aggregate \$1,000,000. This policy must renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$2,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. Clark County needs to be listed as additional insured.

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

The Proposer shall obtain, at Proposer's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$2,000,000 per occurrence. The deductible will not be more than \$25,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Proposer's liquidity and ability to pay from its own resources. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.

**G. Umbrella Liability Coverage**

Umbrella Coverage in the amount of \$1,000,000 shall be provided and will apply over all liability policies without exception, including Commercial General Liability and Automobile Liability.

**H. Additional Insured**

Clark County, its officers, employees and agents, will be named on all policies of contractor and any subcontractors as an additional insured, with no restrictions or limitations concerning products and completed operations. This coverage shall be primary coverage and noncontributory to any coverage maintained by Clark County. The contractor shall provide Clark County with verification of insurance and endorsements required by this agreement. Clark

**Request for Proposal #873**  
**Inmate Medical Contract Monitor**

	<p>County reserves the right to require complete, certified copies of all required insurance policies at any time. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.</p> <p>All policies must have a Best's Rating of A-VII or better.</p>
11. Plan Holders List	<p>All proposers are required to be listed on the plan holders list.</p> <ul style="list-style-type: none"><li>✓ Prior to submission of proposal, confirm your organization is on the Plan Holders List below:</li></ul> <p>To view the Plan Holders List, click on the link below or copy and paste into your browser. Clark County RFP site: <a href="https://clark.wa.gov/internal-services/purchasing-overview">https://clark.wa.gov/internal-services/purchasing-overview</a></p> <ul style="list-style-type: none"><li>• If your organization is NOT listed, submit Attachment B - Letter of Interest to ensure your inclusion.</li><li>• Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.</li></ul>

Request for Proposal #873  
Inmate Medical Contract Monitor

**Part II Proposal Preparation and Submittal**

<b>Section IIA</b>	<b>Pre-Submittal Meeting / Clarification</b>
1. Pre-Submittal Meeting	<p>A <b>Mandatory</b> meeting will be held Thursday, October 19, 2023, at 10:00 a.m. Pacific Daylight Time via Zoom.</p> <p><b>You must attend the mandatory meeting for your proposal to be accepted.</b></p> <p>Proposers wishing to attend shall email <a href="mailto:CntyJailServicesAdmin@clark.wa.gov">CntyJailServicesAdmin@clark.wa.gov</a> to request the meeting invitation. Email requests received after 4:00 p.m. Pacific Daylight Time on Wednesday October 18, 2023, are not guaranteed a response.</p> <p>It is the proposer's responsibility to ensure that your systems are compatible with our technology prior to the event.</p> <p>Clark County is not liable or responsible for any technical issues, disruption, reliability, availability, speed or quality of the telephone or internet lines and/or equipment that you use to access and/or use for this event.</p>
2. Proposal Clarification	<p>Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page.</p> <p>The deadline for submitting such questions/clarifications is October 30, 2023, by 3:00 p.m. Pacific Daylight Time.</p> <p>An addendum will be issued no later than November 3, 2023, to all recorded holders of the RFP if a substantive clarification is in order.</p> <p>The Questions &amp; Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their proposal.</p> <p>Clark County RFP site: <a href="https://clark.wa.gov/internal-services/request-proposal-1">https://clark.wa.gov/internal-services/request-proposal-1</a></p>
<b>Section IIB</b>	<b>Proposal Submission</b>
1. Proposals Due	<p>Sealed proposals must be received no later than the date, time and location specified on the cover of this document.</p> <p><b>The outside of the envelope/package shall clearly identify:</b></p> <ol style="list-style-type: none"><li><b>1. RFP Number and;</b></li><li><b>2. TITLE and;</b></li><li><b>3. Name and Address of the Proposer.</b></li></ol> <p>Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.</p> <p>Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.</p>

**Request for Proposal #873**  
**Inmate Medical Contract Monitor**

<p>2. Proposal</p>	<p>Proposals must be clear, succinct, and not exceed twenty (20) pages, excluding resumes, E-Verify, coversheet and debarment form. Proposer's who submit more than the pages indicated may not have the additional pages of the proposal read or considered.</p> <p>For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are <u>readily recyclable</u>.</p> <p>The County discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.</p> <p>Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.</p> <p>All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.</p> <p>Additional support documents, such as sales brochures, can be included with each copy unless otherwise specified.</p>
<p><b>Section IIC</b></p>	<p><b>Proposal Content</b></p>
<p>1. Cover Sheet</p>	<p>See Cover Sheet - Attachment A  This form is to be used as your proposal Cover Sheet.</p>
<p>2. Project Team</p>	<p>Define if the proposer's response is for a team or individual. If a team approach, list the positions that will be associated with the contract.</p>
<p>3. Management Approach</p>	<ul style="list-style-type: none"> <li>• Successful proposer shall provide examples of reports, policies and procedures.</li> <li>• Shall demonstrate a working knowledge of healthcare and National Commission on Correctional Health Care. Shall retain current medical licensure (RN or above).</li> <li>• Have an existing knowledge and willingness to learn correctional procedures and environment.</li> <li>• Possess proven ability to assess contract compliance, particularly in the provision of health care services, may also involve clinical observations, chart reviews and patient tracer activity by a clinical consultant.</li> </ul>
<p>4. Respondent's Capabilities</p>	<p>Respondent should demonstrate the ability to perform these functions with sample reports, licensure, references, and past experience.</p>

Request for Proposal #873  
 Inmate Medical Contract Monitor

<p>5. Project Approach and Understanding</p>	<p>Describe your role, experience and understanding of health care for:</p> <ul style="list-style-type: none"> <li>• A diverse population</li> <li>• A population more susceptible to illness</li> <li>• Inmate health Care</li> <li>• Corrections Environment</li> <li>• Public Agencies</li> <li>• Contractual Obligations</li> </ul> <p><u>Deliverables:</u>          Provide a deliverables schedule using table format, including details for each deliverable format (e.g., excel spreadsheet)</p> <p>Proposer must possess:</p> <ul style="list-style-type: none"> <li>• Experience with data assessments</li> <li>• Capacity to undertake the project during the proposed project period in a timely and high-quality manner.</li> <li>• Demonstrated ability to translate user need into solutions (such as usable reports and suggested improvements)</li> </ul>
<p>6. Proposed Cost</p>	<p>Provide a budget and cost breakdown.</p> <p>The resources requested in your budget should be able to be accomplish the body of work described in your proposal; be as detailed as possible.</p> <p>The Proposer shall submit a budget including total number of hours and hourly rate of compensation for the services to be performed during the term of the contract broken down by direct rate, benefit rate, indirect rate, profit, and direct expenses; any additional costs (travel) required to complete the project; and total compensation. Under this program, food and beverage costs will not be supported.</p>
<p>7. Employment Verification</p>	<p><b>Refer to section 1A.6. – E-Verify</b></p> <p><b>IMPORTANT NOTE:</b> Include this portion of the response immediately <b>AFTER</b> the cover page, if not already on file with Clark County. Current vendors on file can be viewed at:  <a href="https://clark.wa.gov/internal-services/purchasing-overview">https://clark.wa.gov/internal-services/purchasing-overview</a></p>

Request for Proposal #873  
 Inmate Medical Contract Monitor

**Part III Proposal Evaluation & Contract Award**

Section IIIA	Proposal Review and Selection														
1. Evaluation and Selection:	<p>Proposals shall be evaluated by a review committee composed of technical experts and facilitated by the County. Evaluation will be made on the basis of the evaluation criteria discussed below and may include any oral presentation that may be required by the County.</p> <p>The County reserves the right to recommend a proposer of contract award based upon the proposer's proposal without further discussion.</p> <p>In addition, if the evaluation scoring outcome is close enough, the Contract Officer may permit the top two proposers the ability to submit their "best and final" offers.</p> <p>The committee will review the results and recommendations may be presented to an appropriate advisory board prior to the consent process with the Clark County Councilors.</p>														
2. Evaluation Criteria Scoring	<p>Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.</p> <p><b>A one hundred (100) point system will be used, weighted against the following criteria:</b></p> <table border="1" data-bbox="402 961 1421 1801"> <tbody> <tr> <td data-bbox="402 961 1344 1150"> <b>Proposal Approach / Quality</b>            Your proposal for how to accomplish the goals, and outcomes/deliverables for the scope of work being requested. The method in which you plan to execute the contract and the ability to communicate clearly and concisely to convey these intentions. Each proposal will be reviewed for compliance with the minimum qualifications set forth in this RFP.         </td> <td data-bbox="1344 961 1421 1150" style="text-align: center;">30</td> </tr> <tr> <td data-bbox="402 1150 1344 1276"> <b>Experience</b>            The knowledge, skill, understanding and practice you possess to demonstrate your qualifications to perform this work.         </td> <td data-bbox="1344 1150 1421 1276" style="text-align: center;">20</td> </tr> <tr> <td data-bbox="402 1276 1344 1402"> <b>Work History / Examples</b>            Explain, delineate, and depict prior work that illustrates your capabilities on similar projects.         </td> <td data-bbox="1344 1276 1421 1402" style="text-align: center;">10</td> </tr> <tr> <td data-bbox="402 1402 1344 1528"> <b>Cost</b>            Justification to show why the proposed costs are needed to accomplish the project tasks.         </td> <td data-bbox="1344 1402 1421 1528" style="text-align: center;">5</td> </tr> <tr> <td data-bbox="402 1528 1344 1654"> <b>References</b>            Will be able to define the scope, outline, quality, and completeness of prior work. Will be able to provide timeline management skills and successful past projects.         </td> <td data-bbox="1344 1528 1421 1654" style="text-align: center;">25</td> </tr> <tr> <td data-bbox="402 1654 1344 1738"> <b>Criteria Specific to your Project Needs</b>            Adherence to proposal         </td> <td data-bbox="1344 1654 1421 1738" style="text-align: center;">10</td> </tr> <tr> <td data-bbox="402 1738 1344 1801" style="text-align: right;"> <b>Total Points</b> </td> <td data-bbox="1344 1738 1421 1801" style="text-align: center;">100</td> </tr> </tbody> </table>	<b>Proposal Approach / Quality</b> Your proposal for how to accomplish the goals, and outcomes/deliverables for the scope of work being requested. The method in which you plan to execute the contract and the ability to communicate clearly and concisely to convey these intentions. Each proposal will be reviewed for compliance with the minimum qualifications set forth in this RFP.	30	<b>Experience</b> The knowledge, skill, understanding and practice you possess to demonstrate your qualifications to perform this work.	20	<b>Work History / Examples</b> Explain, delineate, and depict prior work that illustrates your capabilities on similar projects.	10	<b>Cost</b> Justification to show why the proposed costs are needed to accomplish the project tasks.	5	<b>References</b> Will be able to define the scope, outline, quality, and completeness of prior work. Will be able to provide timeline management skills and successful past projects.	25	<b>Criteria Specific to your Project Needs</b> Adherence to proposal	10	<b>Total Points</b>	100
<b>Proposal Approach / Quality</b> Your proposal for how to accomplish the goals, and outcomes/deliverables for the scope of work being requested. The method in which you plan to execute the contract and the ability to communicate clearly and concisely to convey these intentions. Each proposal will be reviewed for compliance with the minimum qualifications set forth in this RFP.	30														
<b>Experience</b> The knowledge, skill, understanding and practice you possess to demonstrate your qualifications to perform this work.	20														
<b>Work History / Examples</b> Explain, delineate, and depict prior work that illustrates your capabilities on similar projects.	10														
<b>Cost</b> Justification to show why the proposed costs are needed to accomplish the project tasks.	5														
<b>References</b> Will be able to define the scope, outline, quality, and completeness of prior work. Will be able to provide timeline management skills and successful past projects.	25														
<b>Criteria Specific to your Project Needs</b> Adherence to proposal	10														
<b>Total Points</b>	100														

**Request for Proposal #873**  
**Inmate Medical Contract Monitor**

<b>Section IIIB</b>	<b>Contract Award</b>
1. Consultant Selection	<p>The County will determine the most qualified proposer based on the evaluation criteria listed using predetermined weights, the attributes of the Proposers and the overall responsiveness of the Proposal. If the County does not reach a favorable agreement with the top Proposer, the County shall terminate negotiations and begin negotiations with the next qualified Proposer. If the County is unable to reach agreeable terms with either Proposer, they may opt to void the RFP and determine next steps.</p> <p>Clark County reserves the right to accept or reject any or all proposals received, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP.</p> <p>Clark County reserves the right to award the contract based on the best interests of the County.</p>
2. Contract Development	<p>The proposal and all responses provided by the successful Proposer may become a part of the final contract.</p>
3. Award Review	<p>The public may view Request for Proposal documents by submitting a public records request at <a href="http://www.clark.wa.gov">www.clark.wa.gov</a> keyword search Clark County Public Records Center.</p>
4. Orientation/Kick-off Meeting	<p>Contract negotiations are scheduled for December 4, 2023 following the Proposal Review / Evaluation Period and Selection Committee Recommendation on November 29, 2023. The contract is intended to begin on December 18, 2023 with an onboarding phone call/Zoom meeting.</p>

Request for Proposal #873  
Inmate Medical Contract Monitor

**Attachment A: COVER SHEET**

General Information:

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

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Program Location (if different than above) \_\_\_\_\_

Email Address \_\_\_\_\_

Tax Identification Number \_\_\_\_\_

**ADDENDUM:**

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

None     1     2     3     4     5     6

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title



Request for Proposal #873  
Inmate Medical Contract Monitor

**Attachment B: LETTER OF INTEREST**

Legal Name of Applicant Agency \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Program Location (if different than above) \_\_\_\_\_

Email Address \_\_\_\_\_

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

Email Letter of Interest to: [Koni.Odell@clark.wa.gov](mailto:Koni.Odell@clark.wa.gov) and [Priscilla.Ricci@clark.wa.gov](mailto:Priscilla.Ricci@clark.wa.gov)

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

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

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

Request for Proposal #873  
Inmate Medical Contract Monitor

Attachment C



Clark County, Washington

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

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

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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



CLARK COUNTY DEPARTMENT OF JAIL SERVICES
JAIL CLEARANCE APPLICATION & AGREEMENT

PLEASE PRINT CLEARLY

Rev 01/23

Form fields for personal information: Last Name, First Name, M.I., Date of Birth, Birth State, Social Security Number, Race, Sex, Height, Weight, Hair, Eyes, Mailing Address, Driver License Number, State, Phone, E-mail Address, Purpose for access, Employer, Program, or Project Representing, Your Position or Role.

Return COMPLETED and SIGNED Application/Agreement AND REQUIRED supplemental materials to: EMAIL: cntyjailservicesadmin@clark.wa.gov, FAX: (564) 397-6010, Drop Off: 707 W. 13th ST., Vancouver, WA 98660, Mail To: P.O. BOX 5000, Vancouver, WA 98666. PROVIDE APPLICABLE SUPPLEMENTAL MATERIALS: Valid government issued photo identification, Professional license or certification of qualifications, Court order, authorization from Indigent Defense or written request from counsel, Employment identification or personal business card, Copy of active Certification/Commission if LEO/Peace Officer, Referral letter from designated employment or program coordinator. Professional Visiting Hours: 8:00 A.M. - 11:30 A.M., 11:30 - 1:00 P.M. CLOSED, 1:00 P.M. - 4:30 P.M., 4:30 - 6:00 P.M. CLOSED, 6:00 - 10:00 P.M. Hours may vary due to operational needs. Call (564) 397-4996 to verify.

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

- I am aware that incomplete applications, and those lacking required supplemental materials (listed above) WILL NOT be processed. I have had my questions and concerns addressed by a staff member prior to submitting this application and understand processing may take approximately 10 days. I agree to update Jail Services Administration with any changes to my contact information, at least annually.
I shall bring valid government issued photo identification (ID ex. driver's license) each time I visit. At check-in, I understand I must exchange my ID for a visitor pass prior to accessing secured areas of the facility. I am aware that I may request to be placed in a visiting area more restrictive than the level for which I am eligible (ex. Non-Contact rather than direct Contact) for my own level of comfort and exposure to inmates. I agree to wear the issued pass and keep it visible to jail staff at all times. I agree to immediately report the loss of the pass, locker key(s), and/or personal property to a duty Sergeant.
I acknowledge and fully understand clearance and facility access is only authorized for official business (employment and/or other professional purposes ie legal proceedings, court processes, health/welfare, safety/security, etc.), or preauthorized program or education engagement. I recognize I am not allowed to have contact with incarcerated friends or family members. Any contact I may have with incarcerated friends or family will be accomplished in accordance with standard inmate visiting rules and protocols, separate from this agreement, and I agree to notify the duty Sergeant immediately regarding potential conflicts that may arise. I understand the jail is open for professional visits during specific hours, and that access is granted on a first come first served basis according to purpose and the facility's operational needs. I expect reasonable delays and shall conduct myself in a professional and courteous manner at all times.
If I violate any part of this agreement, I understand authorization for access to the facility may be suspended or permanently revoked, and that all decisions are at the sole discretion of Jail Services Administration.
I authorize the Clark County Dept. of Jail Services to complete a full criminal history check and any applicable background investigation in order to obtain authorization to access the secured portion of the facility. I certify I am of lawful age and legally competent to sign this application, or the legal guardian of the above named tour applicant.

X SIGNATURE 1 OF 2 DATE

OFFICIAL USE ONLY: Checkboxes for FULL, ONE, TEMP UNTIL, AS NEEDED, CONTACT, NON-CONTACT, ACCOMPANIED, ESCORTED TOUR, SEE COMMENTS, MEDICAL, SERVICE AREA, H POD/JWC, LIFELINE HLWY, TOUR, INTERN, PROGRAMS - ALL, COURT, SCREEN, GRANT, SPONSOR, JMS ENTERED PSN & DATE, DL, RMS/JMS LOCAL, NLETS/WACIC/WASIS/NCICIII/FORS, SUPPLEMENTALS, PROFESSIONAL CREDENTIAL, CRIMINAL CHECK PSN & DATE, JMS UPDATE RECORD PSN & DATE, APPLICANT, COORDINATOR, EMAIL, IN PERSON, NOTIFIED PSN & DATE, RECEIVED DATE, NEW, UPDATE, TOUR, APPROVED, DENIED, REVIEWER, DATE.

**PLEASE READ AND ACKNOWLEDGE UNDERSTANDING WITH SIGNATURE BELOW**

- I understand the Clark County Jail (CCJ) will ensure that appropriate Auxiliary Aids and Services are made available to inmates, visitors, and other members of the public who interact with the CCJ, who have ADA or communication disabilities where such aids and services are necessary to ensure they may participate in or benefit from the CCJ's services, programs, or activities on an equal basis with others. I agree to notify staff and contact the agency's Effective Communication Coordinator to request accommodations, if necessary.  
 \*\*\*\*\* ECC Coordinator (564) 397-2207 or correctionsECC@clark.wa.gov\*\*\*\*\*
- I agree to abide by all laws, general orders/policies, rules, and regulations set forth by the Clark County Dept. of Jail Services and the State of Washington while in the facility. Additionally, I shall obey all instructions and commands given by the deputies in the facility. I recognize that I am liable for my actions while in the Clark County Jail and that any illegal activity will be prosecuted to the fullest extent of the law.
- I shall adhere to the policies and practices of the Clark County Dept. of Jail Services as they relate to the Federal Prison Rape Elimination Act (PREA), Public Law 108-79, except as otherwise required by law or the rules of professional conduct as required by my profession. I have requested clarification from staff on my questions and understand the Clark County Jail has a zero-tolerance policy clearly prohibiting any form of sexual activity or harassment. I understand that any physical contact with inmates is strictly prohibited.
- I acknowledge and understand that inmate information and records are confidential and not subject to disclosure pursuant to RCW 70.48.100, except as authorized by law. I understand that any unauthorized disclosure of inmate information may subject me to civil action and/or criminal prosecution, which is punishable by a fine of not more than \$500 in case of a first offense, and \$5000 in a case of each subsequent offense. 42CFR 2.4, 290ee-3(f), and 290dd-3(f).
- I agree to keep confidential anything I may observe while in the secured portion of the facility, except as otherwise required by law or the rules of professional conduct required by my profession. I shall not divulge, publish or otherwise make known to any unauthorized party, orally or in writing, any information concerning an inmate of this agency as prescribed in part by the Federal Confidentiality of Alcohol and Drug Regulations 42CFR Part 2. However, I shall report to staff without delay, any condition, activity, or unusual behavior which may be illegal, dangerous, or potentially dangerous, except as otherwise required by law or the rules of professional conduct as required by my profession.
- I shall report to staff any time-sensitive information or observations obtained during the visit that have caused me to believe that an inmate is experiencing or has recently experienced a serious health or safety concern (ex. suicidal/homicidal statements or ideation, sexual/physical victimization, reported/obvious health issue, etc.) while in custody, except as prohibited by the Rules of Professional Conduct.
- I recognize that while in the facility there may arise situations which might result in exposure to danger or physical harm. I acknowledge these risks and understand I may elect a Non-Contact or Video visiting area at any time. I acknowledge that should I be injured while engaged in any authorized service while in the facility, I shall obtain and submit a Clark County accident form to the duty Sergeant. While in the jail, I agree to properly wear any/all personal protective equipment (PPE) necessary or required to limit potential exchange/exposure of myself/others to pathogens/hazardous materials I may introduce/encounter.
- I shall not bring weapons of any kind into the Clark County Jail or Law Enforcement Center (including but not limited to firearms, blades and/or sharp objects, unauthorized tools, chemicals, etc.). I understand weapons lockers are available to law enforcement personnel upon request.
- I shall not bring anything into secured or controlled areas except items required to complete the reason for entry and understand that all items, with the exception of legal paperwork, are subject to search. I understand all tools, equipment, or electronic devices must be disclosed and approved prior to entering, and loaning or use outside authorized channels or for purposes outside legitimate court reason is strictly prohibited. I shall not bring food, beverages, tobacco products, or controlled substances or drugs (legal or illegal) into the building. I shall not bring in contraband, leave any item unsecured or unattended (even in an interview room), or allow an inmate to use any item without prior staff authorization.
- I shall not buy, give, share, exchange, etc., any messages, money or contraband (any item, legal or illegal, brought into the facility without proper authority) to any offender in custody of the jail. I acknowledge that I could be criminally prosecuted for doing so.
- I shall not report to the jail under the influence of a controlled substance, drugs or alcohol. I shall dress according to standard visiting rules (appropriate fit/not transparent or revealing/skirts and shorts no higher than 3" above the knee, and footwear appropriate to the environment). I understand only necessary personal items are allowed in the facility and agree to secure all other items prior to entering the secured portion of the jail. If I am in the facility when the jail is entering routine lockdown times, I shall conclude my business, gather my belongings, and exit the facility promptly. In the event of an emergency, I shall await assistance and/or instructions from a deputy.
- I shall not discriminate in my duties on the basis of race, color, sexual orientation or gender identity, sex, religion, marital status, creed, honorably discharged veteran or military status, national origin, or the presence of any physical, mental or sensory disability.
- I understand I may share, but not attempt to persuade any offender to convert to my religious belief.
- I understand that this agreement does not cease at such time as I am no longer involved with the Clark County Dept. of Jail Services.
- **I have read and agree to all terms for clearance as outlined in the accompanying Jail Clearance Agreement (page 2), and understand the terms are binding.**

X

SIGNATURE

2 OF 2

DATE

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Jail Services Department

**DATE:** February 28, 2023

**REQUESTED ACTION:** Council approval of Inmate Medical Vendor for RFP derived three-year contract.

Consent       Hearing       County Manager

---

### BACKGROUND

The current contract with a medical vendor for inmates in the Clark County Jail, and Juvenile detention center, has expired. The County is in a temporary contract with that vendor to cover services until a new vendor could be found. Request For Proposal (RFP) 845 was released on Wednesday, October 19, 2022, with a close date of December 14, 2022. One respondent was deemed to be appropriate by a multidisciplinary panel and Wellpath was chosen.

A contract has been negotiated between the County and Wellpath for a three (3) year term, spanning March 1, 2023, through February 28, 2026, with possible extensions. Base compensation for the first year is \$5,874,049 with each subsequent year being subject to an increase ranging from four-to-eight percent as is justified by the medical portion of the Labor and Industries Consumer Price Index (CPI). CPI increases higher than eight percent, will trigger additional negotiations.

The proposed contract is higher than previous contract, but within CPI for national medical costs. Wellpath is committed to providing medical care to all persons incarcerated by Clark County. Wellpath is excited to participate with the County's Opioid Treatment Program (OTP) as the first in the State of Washington within a jail. Wellpath is bringing increased mental health services in the form of a Mental Health Coordinator who will work with Clark County Jail Reentry personnel to improve successful release into the community and reduce recidivism. Wellpath is committed to providing full staffing and providing employees with competitive compensation to retain them in this exceptionally tight medical labor market.

### COUNCIL POLICY IMPLICATIONS

This action continues the Council's stance of continuity-of-care while transitioning through the legal system, promoting community health, and complying with best practices and legal requirements with the treatment of incarcerated individuals.

### ADMINISTRATIVE POLICY IMPLICATIONS

None

### COMMUNITY OUTREACH

Services provided will continue to promote persons releasing back to the community with sufficient resources to successfully maintain medical stability. This is vital to both public health and safety within the community.

**BUDGET IMPLICATIONS**

YES	NO	
X		Operating Budget Impacts
	X	Capital Budget Impacts
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation. If YES, please complete the budget impact statement. If YES, please route this Staff Report through the Budget Director and then to the County Manager.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation. If YES, please complete the budget impact statement. If YES, please route this Staff Report through the Budget Director and then to the County Manager.
X		Additional budget capacity is necessary and will be requested at the next supplemental or annual budget. If YES, please complete the budget impact statement. If YES, please route this Staff Report through the Budget Director and then to the County Manager. This action will be referred to the county council with a recommendation from the county manager.

**BUDGET DETAILS**

Dollar Amount	\$5,874,049
Fund	0001:General Fund
Cost Center	CC322: Jail Services
BASUB	
Program	PG0263: Jail Medical

Emily M. Zwetzig, Budget Director *(if applicable)*

**DISTRIBUTION:**

**Council staff will post all Consent/Separate Business/Hearing staff reports to The Web.**  
<https://www.clark.wa.gov/council-meetings>

Amber Emery  
 Amber Emery  
 Deputy County Manager

David Shook  
 David Shook  
 Director of Jail Services

Cdr. Kimberly Beltran, extension 2336

APPROVED: Varia Dell  
 CLARK COUNTY, WASHINGTON  
 CLARK COUNTY COUNCIL

DATE: Feb. 28, 2023

SR# 027-23



**APPROVED:** \_\_\_\_\_  
**Kathleen Otto, County Manager**

DATE: \_\_\_\_\_

## BUDGET IMPACT ATTACHMENT

### Part I: Narrative Explanation

As a result of the global pandemic the labor component of medical care costs have increased. Department of Jail Services is asking for funding above the previous contract of \$4,356,582 to provide constitutionally required medical care for those housed in the Clark County incarceration facilities.

### Part II: Estimated Revenues

Fund #/Title	2023 Annual Budget		2024 Annual Budget		2025 Annual Budget	
	GF	Total	GF	Total	GF	Total
<b>Total</b>						

II. A – Describe the type of revenue (grant, fees, etc.)

### Part III: Estimated Expenditures

The 2023 Jail Services Department has a total of \$3,468,015 allocated in the baseline budget for this contract. The additional funding needed for 2023 in the amount of \$2,406,034 will be requested in the 2023 Spring Budget Supplemental. Future years' contractual increases will be requested on an annual basis through the formal budget process as requests Previously Approved by Council.

III. A – Expenditures summed up

Fund #/Title	FTE's	2023 Annual Budget		2024 Annual Budget		2025 Annual Budget	
		GF	Total	GF	Total	GF	Total
0001/General Fund							
Jail Services		\$3,468,015	\$3,468,015	\$3,468,015	\$3,468,015	\$3,468,015	\$3,468,015
WellPath Contract Increase Needed		\$2,406,034	\$2,406,034	\$2,875,958	\$2,875,958	\$3,383,476	\$3,383,476
<b>Total</b>		\$5,874,049	\$5,874,049	\$6,343,973	\$6,343,973	\$6,851,491	\$6,851,491

III. B – Expenditure by object category

Fund #/Title	2023 Annual Budget		2024 Annual Budget		2025 Annual Budget	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	\$5,874,049	\$5,874,049	\$6,343,973	\$6,343,973	\$6,851,491	\$6,851,491
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	\$5,874,049	\$5,874,049	\$6,343,973	\$6,343,973	\$6,851,491	\$6,851,491



## Clark County, Washington

### Solicitation No. RFP 845 *Inmate Medical Services Contract*

THIS CONTRACT, entered this 28th day of February 2023, by and between CLARK COUNTY, a governmental subdivision of the State of Washington, after this called "County," and Wellpath, after this called "Contractor."

#### WITNESSETH

WHEREAS, the Contractor has been chosen through a competitive process by the County RFP 845 (Exhibit A) and has the expertise to provide services for Clark County and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference as Exhibit B.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services: The Contractor shall perform services as set forth in Exhibits A and B.
2. Time: A contract awarded as a result of this RFP will be for three (3) years and is intended to begin on March 1, 2023 and end February 28, 2026. Clark County may extend the contract resulting from this RFP for a period of six (6) additional years, in two (2) year increments, with the same terms and conditions, prior to the contract termination date. Such changes to the term, which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both parties and incorporated in the written amendments to the Contract.

3. Compensation: In consideration of the services provided by Contractor as set forth herein, for each contractual year during the Term of this Agreement beginning with contractual year 2023, the County shall pay Contractor an Agreed upon Rate (the Base Fee). For calendar year 2023, the Base Fee amount shall equal \$5,874,049.00 payable in equal monthly payments of \$489,504.08 payable on the last day of each month during the Term. Further provided, beginning in contract year 2024 and for each year thereafter, the Base Fee shall be adjusted to reflect the changes in the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers Medical Care Services for the immediately preceding calendar year. The minimum increase will be four percent (4%) up to a maximum of eight percent (8%) per year. Should the CPI exceed the maximum increase by more than eight percent (8%) for the year, County and Contractor will automatically enter into negotiation for an equitable adjustment.

4. Termination: The County may terminate this Contract immediately upon any breach by Contractor in the duties of Contractor as set forth in Contract. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Either party may terminate this Contract without cause upon ninety (90) days prior written notice. Further, the County may terminate this Contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination. Within fourteen (14) days of any termination the Contractor will provide all work products and working documents developed within the effective term of the contract.

5. Independent Contractor: The Contractor shall always be an independent

Contractor and not an employee of the County and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

6. Indemnification / Hold Harmless: To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the County from and against third party claims directly caused by Contractor's negligence or willful misconduct in the performance of the Services provided hereunder by Contractor. Contractor shall have no obligation to indemnify or hold harmless County for any claims arising out of the negligence or willful misconduct of the County, or County's agents, officers, directors, employees, or contractors.

To the fullest extent permitted by law, the County shall indemnify, defend and hold harmless Contractor from and against third party claims resulting from or arising out of County's gross negligence or willful misconduct. The County shall have no obligation to indemnify or hold harmless Contractor for any claims arising out of the negligence or willful misconduct of Contractor or Contractor's agents, officers, directors, employees, or contractors.

Notwithstanding the foregoing, in the event of a claim alleging the negligence or willful misconduct of both the County and Contractor, the County and Contractor shall each defend themselves at their own costs.

The indemnification obligations of Contractor and County shall terminate upon the third anniversary of the termination or expiration of this Agreement, except as to any matter concerning which a claim has been asserted by notice to the other party at the time of such expiration or termination of this Agreement.

7. Wage and Hour Compliance: Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees

and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes: The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this Contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Contract Documents: Contract documents consist of this Contract, Exhibit A, a scope of work which is described in RFP 845, Exhibit B, a proposal based on RFP 845 and Exhibit C, budget documents with staffing matrix. If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.

10. Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status or national origin.

11. Changes: County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both parties and incorporated in the

written amendments to the Contract.

12. Public Records Act: Notwithstanding the provisions of this Contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/Department of Jail Services.

13. Governing Law: This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in accordance with RCW 36.01.050.

14. Confidentiality: With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential. Notwithstanding anything in this Agreement or its Exhibits, Contractor shall not be required to make available to the County, or their officers, employees, agents, or contractors, records which are privileged or confidential under applicable state or federal law, including but not limited to the Patient Safety and Quality Improvement Act of 2005 (42 U.S.C. 299b-21 et seq.), with the exception that Contractor shall provide the County, or their officers, employees, agents, or contractors access to patient medical records related to the direct delivery of health care services to the Jail Population, in accordance with state and federal law.

15. Conflict of Interest: The Contractor covenants that it has had no interest and shall

not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by it or shall perform services as an independent contractor with it, in the performance of this contract.

16. Insurance:

**Professional Liability (aka Errors and Omissions):** The contractor shall obtain, at contractor's expense, and keep in force during the term of this contract a Professional Liability Insurance Policy to protect against legal liability arising out of contract activity. The contractor specifically confirms and warrants that it has Professional liability insurance with minimum limits of \$3,000,000 per claim, \$6,000,000 per aggregate. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract or the policy shall be renewed with a retro-active date preceding the start date of the contract.

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

**Commercial General Liability Insurance:** Commercial General Liability (CGL)

Insurance written under ISO Form CG0001 or equivalent with minimum limits of \$3,000,000 per occurrence, \$6,000,000 per aggregate.. This policy must be an Occurrence base. Personal and Advertising Injury \$3,000,000 and General Aggregate \$6,000,000. This policy must renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$3,000,000 per occurrence and \$6,000,000 in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations. Clark County needs to be listed as additional insured.

**Worker's Compensation:** As required by the industrial insurance laws of the State of Washington Workers Compensation:

**Proof of Insurance:** Failure to provide proof of insurance within three (3) business days upon demand by the County is agreed by both parties to be a material breach of his Contract and may result in termination of this Contract pursuant to Paragraph four (4) above.

17. Waiver of Subrogation: All insurance coverage maintained or procured pursuant to this agreement shall be blanket endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees. Contractor hereby waives its own right of recovery against County, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

18. Additional Insured: Clark County, its officers, employees and agents, will be

named on all policies of contractor (except workers' compensation) as an additional insured, with no restrictions or limitations concerning products and completed operations. This coverage shall be primary coverage and noncontributory to any coverage maintained by Clark County for the negligent acts or omissions of Contractor. The contractor shall provide Clark County with verification of insurance and endorsements required by this agreement. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.

19. Material Changes in Scope or Circumstances, or Emergency Circumstances:

If at any time during the Term of this Agreement, Clark County requests a change in the scope, volume, quality/degree or quantum of services to be provided by Contractor, or the scope of services set out herein must materially be changed as a result of any of the following, any of which would result in an increase to the cost of providing the services or which Contractor notifies the client affects Contractor's ability to provide the requested scope of services under the circumstances (a "Material Change Circumstance"), including, but not limited to any of the following:

There is or are new, amended, and/or repealed law(s) or regulation(s) (including statutes, codes, Agency orders/memoranda and/or case law), or changes to Clark County's policies, procedures, practices, or circumstances, any or all of which render performance under the Agreement partially or completely impracticable or impossible under the Agreement's existing terms;

The United States Food and Drug Administration ("FDA") or another regulatory body approves (or issues an emergency use authorization for) a new therapy/ies or treatment modality/ies, there are changes to legal/regulatory requirements concerning the treatment of



Client's patients, and/or changes to the applicable standard of care that materially impact the Contractor's ability to provide services and/or costs under the Agreement;

Contractor's performance hereunder is impacted by any event related to a Public Health Emergency (PHE) declared pursuant to Section 319 of the Public Health Service Act, a Disaster declaration pursuant to the Stafford Act (2 U.S.C. §§ 5121-5207), or any similar announcement or proclamation made by the Federal Government or any Federal Agency, any Federally recognized Native American Tribe, or any State, County/Parish or Local Government pursuant to an analogous provision of Federal or non-Federal law or rule (each, an "Emergency Circumstance").

The parties shall follow the procedures outlined below:

In the event of the occurrence of any Material Change Circumstance, upon notice from a Party, the Parties shall meet and in good faith re-negotiate the terms of this Agreement. Neither Party shall unreasonably delay or withhold consent to such negotiations, or the proposed modifications resulting from such negotiations. In the event the Parties are not able to reach mutually acceptable changes to the Agreement after thirty (30) days, either Party may thereafter terminate the Agreement without cause upon providing ninety (90) days' notice thereafter.

20. Contract Transition Period: Notwithstanding anything in this Agreement or its Exhibits, Contractor shall not be required to reimburse or credit the County for vacant positions, nor shall it be required to pay any monetary penalty for vacant positions, during the first 90 days of performance in the initial contract year.

21. Staffing Reimbursement: Contractor shall credit the County the full salary

(excluding fringe benefits) of service hours not provided by classification based on 13 weeks as contained in the staffing plan. All such credits shall be based upon the hourly wage of each position with unfilled service hours. Contractor shall be permitted to utilize higher credentialed staff to fill lesser credentialed roles within the same discipline (e.g., RN fulfilling LPN hours), and Contractor may use PRN staff, Agency staff, overtime, or other incentives on an as needed basis to cover open positions. Contractor acknowledges PRN staff and Agency Staff should not be the primary means to fill vacancies. Contractor personnel may only accrue service hours for a single position listed on the Staffing Matrix (Exhibit C) at one time (e.g., hours worked by an RN serving as the Acting DON only count towards one of those positions, a single RN may not simultaneously fill two RN positions). Reconciliation of all staffing credits shall occur on a quarterly basis, with credits to be applied as mutually agreed by the Parties.

22. Contractor Financial Responsibility for Off-Site Specialty Services:

Notwithstanding anything in this Agreement or its Exhibits, Contractor shall not be financially responsible for the cost of off-site specialty services. Contractor shall arrange and manage such services as described in the Exhibits.

23. Contractor Financial Responsibility for Certain Pharmaceuticals:

Notwithstanding anything in this Agreement or its Exhibits, Contractor shall not be financially responsible for the cost of the following classes of pharmaceuticals: HIV treatments (excluding Truvada and its generic formulations), Hepatitis C treatments, Long-Acting Injectable Antipsychotics, Biologic Medications, or long-acting medications indicated for the treatment of Opioid Use Disorder. The costs of these pharmaceuticals shall be passed through to the County by Contractor, and shall be subject to quarterly reconciliation by Contractor and County.

24. MAT Services: Contractor agrees to meet and negotiate, in good faith, with the County, the addition of MAT services at County facilities as described in its Proposal, incorporated herein as Exhibit B. Unless the Agreement is amended, all Contractor positions on the staffing matrix, incorporated herein as Exhibit C, shall provide non-MAT healthcare services, with the exception of medication administration.

25. Consent and Understanding: This Contact contains a complete and integrated understanding of the Agreement between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

26. Severability: If any provision of this contact is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this Contract on the date first above written.


CLARK COUNTY



By: Kathleen Otto, County Manager

WELLPATH

DocuSigned by:



By Justin Searle

Division President-Local Government

Approved As To Form Only:  
ANTHONY F. GOLIK  
*Prosecuting Attorney*

By *Amanda Migchelbrink*  
Amanda Migchelbrink  
Deputy Civil Prosecutor



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

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Clark County Washington

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

Request for Proposal for:

**INMATE MEDICAL CARE**

**SUBMIT:**

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

**of the Proposal to:**

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

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

**No electronic submissions.**

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

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

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

**Refer Questions to Project Manager:**

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

## General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

**ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM** - Clark County has implemented an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of its life cycle. Product criteria have been established on the Green Purchasing List <https://clark.wa.gov/sites/default/files/dept/files/general-services/Purchasing/ERP%20Policy.pdf>

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

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

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

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

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

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

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

**PROTESTS** - Must be submitted to the Purchasing Department.

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

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

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

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

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

**FOR ALTERNATIVE FORMATS**  
**Clark County ADA Office: V: 564-397-2322**  
[ADA@clark.wa.gov](mailto:ADA@clark.wa.gov)

## Request for Proposals Table of Contents

### PART I PROPOSAL REQUIREMENTS

#### Section IA: General Information

1. Introduction
2. Background
3. Scope of Project
4. Project Funding
5. Timeline for Selection
6. Employment Verification

#### Section IB: Work Requirements

1. Required Services
2. County Performed Work
3. Deliverables and Schedule
4. Place of Performance
5. Period of Performance
6. Prevailing Wage
7. Debarred / Suspended
8. Americans with Disabilities Act (ADA) Information
9. Public Disclosure
10. Insurance/Bond
11. Plan Holders List

### PART II PROPOSAL PREPARATION AND SUBMITTAL

#### Section IIA: Pre-Submittal Meeting/Clarification

1. Pre-Submittal Meeting
2. Proposal Clarification

#### Section IIB: Proposal Submission

1. Proposals Due
2. Proposal

#### Section IIC: Proposal Content

1. Cover Sheet
2. Project Team
3. Management Approach
4. Respondent's Capabilities
5. Project Approach and Understanding
6. Proposed Cost
7. Employment Verification

### PART III PROPOSAL EVALUATION & CONTRACT AWARD

#### Section IIIA: Proposal Review and Selection

1. Evaluation and Selection
2. Evaluation Criteria Scoring

#### Section IIIB: Contract Award

1. Consultant Selection
2. Contract Development
3. Award Review
4. Orientation/Kick-off Meeting

### ATTACHMENTS

- A: Proposal Cover Sheet
- B: Letter of Interest
- C: Certification Regarding Debarment, Suspension and Other Responsibility Matters Form
- D. Statistics
- E. Consent Decree
- F. Co-Pay
- G. Jail Clearance Form

# Request for Proposal #845

## Inmate Medical Care

### Part I Proposal Requirements

Section IA	General Information
1. Introduction	<p>Clark County Sheriff's Office is seeking proposals for health care for individuals detained in the Clark County Sheriff's Office: Main Jail, Jail Work Center, and the Clark County Juvenile Detention Facility. The purpose of this RFP is to permit the consultant community to suggest various approaches to meet this defined need at a given price.</p> <p>The Clark County Jail is in a time of transition. It is currently managed by the Clark County Sheriff. As of January 1, 2023 the Jail will be managed by County Wide Services under the Clark County Council. There are no anticipated changes to the services requirements specified in this RFP. There may be minor adjustments to references, procedures, and forms when the contract commences.</p> <p>If your company contact details <i>are not</i> on the Plan Holder List at <a href="https://clark.wa.gov/internal-services/request-proposal-1">https://clark.wa.gov/internal-services/request-proposal-1</a> Attachment B, Letter of Interest must be submitted to participate in this RFP.</p> <p>Proposers shall respond to all sections to be considered.</p>
2. Background	<p>Detention and Corrections Staff are trained and specialize in the safe and secure management of inmates within Clark County. Healthcare and mental health care are necessary and mandated, however; these are more efficiently provided by those specializing in, educated in, and licensed to perform those functions.</p>
3. Scope of Project	<p>The entity contracted to provide healthcare services will be performing duties within the facilities and with the populations described below.</p> <p>The main jail (MJ) was constructed in 1983. It is comprised of 4 indirect supervision pods with approximately 140 inmates per pod. The housing is mostly double bunked. A fifth full time living unit is segregation housing; for high security and acute suicide watch. The medical housing unit consists of six cells, two of which are negative pressure cells. The jail work center (JWC) was constructed in 2000. It consists of dormitory style housing with roughly 25 persons per dormitory.</p> <p>The juvenile facility is comprised of two floors containing four pods.</p> <p>Statistical representations of population make up and workloads are included as Attachment D.</p> <p>The Global COVID Pandemic has necessitated changes in our everyday world, the incarcerated populations within Clark County are no different. Statistical data pre-pandemic as well as during the pandemic are included for planning purposes. As further attempts at "returning to normal" redefine operations unprecedented levels of flexibility will be needed between the successful proposer and the County. However, all such changes after a trial period will only continue with the written approval of all contractual partners.</p>
4. Project Funding	<p>Allocation of funds for this RFP will be established based on the funds requested in the selected proposal.</p> <p>Clark County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement,</p>

## Request for Proposal #845

### Inmate Medical Care

	<p>disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.</p> <p>El Condado de Clark, de acuerdo con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d a 2000d-4) y el Reglamento, por la presente notifica a todos los postores que se asegurará afirmativamente de que cualquier contrato celebrado de conformidad con este anuncio, las empresas comerciales desfavorecidas tendrán la oportunidad plena y justa de presentar ofertas en respuesta a esta invitación y no serán discriminadas por motivos de raza, color u origen nacional en consideración a un laudo.</p>																
<p>5. Timeline for Selection</p>	<p>The following dates are the <b>intended</b> timeline:</p> <table border="1" data-bbox="423 646 1432 1146"> <tr> <td>Proposals Due</td> <td>December 14, 2022</td> </tr> <tr> <td>Security Forms Due</td> <td>October 31, 2022</td> </tr> <tr> <td>Mandatory Walk Through</td> <td>November 3, 2022</td> </tr> <tr> <td>Proposal Review/Evaluation Period</td> <td>December 15, 2022 – January 20, 2023</td> </tr> <tr> <td>Interviews</td> <td>January 23 – 25, 2023</td> </tr> <tr> <td>Selection Committee Recommendation</td> <td>January 25 – 26, 2023</td> </tr> <tr> <td>Contract Negotiation/Execution</td> <td>January 26 - 27, 2023</td> </tr> <tr> <td>Contract Intended to Begin</td> <td>March 1, 2023</td> </tr> </table>	Proposals Due	December 14, 2022	Security Forms Due	October 31, 2022	Mandatory Walk Through	November 3, 2022	Proposal Review/Evaluation Period	December 15, 2022 – January 20, 2023	Interviews	January 23 – 25, 2023	Selection Committee Recommendation	January 25 – 26, 2023	Contract Negotiation/Execution	January 26 - 27, 2023	Contract Intended to Begin	March 1, 2023
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<p>6. Employment Verification</p>	<p>To be considered <b>responsive</b> to this formal Clark County RFP, all proposers shall submit before, include with their response or within <b>48 hours</b> after submittal, a recent copy of their E-Verify MOU or proof of pending enrollment. The awarded contractor shall be responsible to provide Clark County with the same E-Verify enrollment documentation for each sub-contractor (\$25,000 or more) within thirty days after the sub-contractor starts work. Contractors and sub-contractors shall provide a report(s) showing status of new employees hired after the date of the MOU. The status report shall be directed to the county project manager at the end of the contract, or annually, whichever comes first. E-Verify information and enrollment is available at the Department of Homeland Security web page: <a href="http://www.dhs.gov/E-Verify">www.dhs.gov/E-Verify</a></p> <p><b>How to submit the MOU in advance of the submittal date:</b></p> <ol style="list-style-type: none"> <li>1. Hand deliver to 1300 Franklin St, Suite 650, Vancouver, WA 98660, or;</li> <li>2. E-mail: <a href="mailto:koni.odell@clark.wa.gov">koni.odell@clark.wa.gov</a> or <a href="mailto:priscilla.ricci@clark.wa.gov">priscilla.ricci@clark.wa.gov</a></li> </ol> <p><i>Note : Sole Proprietors shall submit a letter stating exempt.</i></p>																
<p><b>Section IB</b></p>	<p><b>Work Requirements</b></p>																
<p>1. Required Services</p>	<p>The following are the general service requirements that the successful Contractor is expected to meet under a contract with the County. Not all requirements may apply to all awarded services. These requirements shall apply as they relate to the specific services awarded to the</p>																



## Request for Proposal #845 Inmate Medical Care

contractor, in one or more of the following areas: (1) general medical services; (2) mental health services; and (3) pharmacy services.

**A). Administrative**

1. Contractor shall operate the program in a cost-effective manner, with full reporting and accountability to the Sheriff's Office (SO).
2. Contractor shall implement a written and continually updated services plan with clear objectives, policies, procedures, and an annual evaluation of compliance.
3. Contractor shall maintain an open and cooperative relationship with other SO contractors and the staff of the SO.
4. Contractor, in coordination with the SO, shall develop and implement policies for inmate population services. The Contractor shall develop site specific procedures and protocols for its service unit and staff.
5. Contractor shall be responsible for ensuring that any problems and/or unusual incidents are reported by its staff to the Sheriff's Contract Manager or designee.
6. Contractor will specify procedures for Contractor and the SO to identify, discipline and terminate unsatisfactory employees.
7. Contractor shall ensure that the healthcare status of inmates admitted to outside hospitals is reviewed to ensure that the duration of the hospitalization is no longer than medically indicated.
8. Contractor shall ensure that its staff documents all healthcare contacts in the detainee's healthcare record in the problem oriented electronic medical record format.
9. Contractor shall maintain complete and accurate electronic records of detainee care and collect and analyze health statistics on a regular basis.
10. Contractor shall operate in a constitutionally humane manner with respect to the inmates' rights to basic medical and mental health services.
11. Contractor shall be responsible for full, current, and detailed knowledge of, and compliance with, the pertinent requirements of Federal and Washington State Law and the implementation of regulations and guidelines promulgated thereunder as they pertain to the services requested herein.
12. Contractor shall assume complete responsibility for the cost and timely accomplishment of all activities and duties required by the contract and carry them out in a competent manner.
13. Contractor shall date stamp all correspondence forms, documents, notice and any other material pertinent to the administration of the contract.
14. Contractor shall utilize forms that conform to all federal, state, and local rules and regulations.
15. Contractor shall immediately notify the SO of any changes in the persons authorized to bind the contract.
16. Contractor shall maintain a dedicated on-site administrative organization, sufficient in number as determined by the SO, for the Contractor to discharge its contractual responsibilities. This contractual obligation shall require the
  1. Contractor shall engage only Washington State licensed and qualified personnel to provide professional medical, mental health, dental or pharmaceutical coverage.

## Request for Proposal #845 Inmate Medical Care

	<ol style="list-style-type: none"><li>2. Initial and continued employment of Contractor's staff shall be subject to the approval of the SO.</li><li>3. Initial interviews and job offers will include Jail medical liaison.</li><li>4. All personnel provided shall meet the minimum requirements established by the SO, the ACA and NCCHC.</li><li>5. Contractor shall provide a comprehensive training program for continuing education of its professional staff in accordance with the ACA and NCCHC standards and consent decrees. Selected topics that require staff training will be identified on an on-going basis through the Quality Assurance Program, which is covered in a later section.</li><li>6. Contractor's personnel shall comply with current and future federal, state, and local laws and regulations and court rulings (both federal and state case law) relating to performance under the contract. This includes training as required by the Prison Rape Elimination Action (PREA).</li><li>7. Contractor understands that all personnel must pass a preliminary and subsequent security background check to the satisfaction of the SO prior to performing services under the contract. The background process is an abbreviated version of what County employees pass.</li><li>8. While working in county facilities, the Contactor's personnel shall adhere to the same standards in place for county employees with regards to harassment, alcohol and drug free workplace, violence in the workplace, as well as all security rules, regulations, and procedures.</li><li>9. Contractor shall maintain personnel files in its unit, including photographs, which will be made available to the SO administration staff upon request.</li><li>10. A synopsis of the contractors benefit program should be included in the proposal</li><li>17. The contractor shall agree to credit the County the full value (salary and fringe benefits) of service hours not provided by classification based on 13 weeks as contained in the staffing plan.</li><li>18. The contractor shall also make provisions in their staffing plan to cover periods of vacation, educational staff, or sick time by including appropriate relief factors. The contractor shall specify in their staffing plan relief factors. Every effort will be made to use contractor's employees not agency or temporary staff.</li></ol> <p><b>C). <u>Schedules</u></b></p> <ol style="list-style-type: none"><li>19. All working hours shall be spent on-site at the jail, jail work center or juvenile detention facilities, except as are otherwise agreed to by both parties.</li><li>20. All full-time contractual employees shall be on-site for at least forty (40) hours per week.</li><li>21. The County is contracting for a satisfactory level of staff and services to be provided by the Contractor. The Contractor will be responsible for replacement personnel. The SO will not, at any time, be asked to relieve any of the Contractor's personnel so they may respond to other problems that arise elsewhere in any of the facilities. Contractor ensures that enough properly trained Staff is available to cover all shifts at all times. All Contractor replacements shall be subject to the approval of the SO.</li><li>22. All contractual staff (both employees and independent contractors) shall be required</li></ol>
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## Request for Proposal #845 Inmate Medical Care

to comply with sign-in and sign-out - procedures as specified by Jail Administration.

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

24. Staffing will be population dependent. Current population levels and demographics are listed in this RFP. Staffing levels and positions must be approved by the Jail Command Staff. Administration staff will be dependent upon the contractor to establish a schedule based on their needs to complete necessary duties and maintain relations with the County staff. Please be cognizant of the requested night hours. Proposed staffing levels for medical personnel are as follows:

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

\*Hours may be worked on various days:total weekly hours will match matrix

\*\* Does not provide relief for staffing - merely positions/posts

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

- Staff Triage/respond to urgent cases per protocol at any facility
- Schedule to be adjusted based on daily patient care needs
- Nursing positions currently work 12 hr. shifts
- Immediate response for urgent needs **is continuous at the Juvenile Facility at all times**
- RN on call list is to be used to cover RN call off, to supervise LPN & to ensure an RN is physically on one of the downtown campus sites unless responding to

# Request for Proposal #845 Inmate Medical Care

an emergent situation at one of the contracted sites.

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

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

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

Considering the economic challenges facing Clark County government, bidders are not bound by the current staffing levels and are encouraged to propose staffing levels by classification, total hours, hours of work, shifts and schedules based on the population data and workload data submitted by the current provider in Attachment D.

Contractors may submit an alternate-staffing plan if they feel that it would be beneficial to the County. Include in the alternate staffing plan all mandates the contractor believes are compliant with the Washington State Revised Code of Washington, or Washington Administrative Code.

**D). Security**

1. Contractor's personnel shall be subject to all the security regulations and procedures of the SO.
2. Contractor's personnel will be required to receive security training as agreed upon and stipulated by SO.

**E). Referrals**

1. Contractor shall make referral arrangements with healthcare specialists/agencies, subject to the approval of the SO, for treatment of those inmates with problems, which extend beyond the scope of services provided on-site, only after every effort has been made to accommodate services on-site.
1. In the event of an emergency, Contractor shall provide and pay for all emergency care, emergency transportation and referrals to appropriate hospitals and physicians if the detainee is not admitted to the hospital or out of the jail for 24 hours or less.
3. Contractor should make use of the SO's agreement with the Health Care Authority to pursue Medicaid coverage.

**F). Quality Assurance/Action Programs**

1. Contractor shall provide in-service medical education programs for SO staff and Contractor personnel. These education programs shall include CPR, first aid and suicide prevention.
2. Contractor shall institute a quality assurance program consistent with ACA and NCCHC Medical Quality Assurance Program, which may include but not be limited to audit and medical chart review procedures.
3. Monthly meetings shall be held between detention officials, facility staff and appropriate contractual personnel to review significant issues and changes and to provide feedback relative to the Quality Assurance/Action Plan program, so that any deficiencies or

## Request for Proposal #845 Inmate Medical Care

recommendations may be acted upon. Also, when requested by the SO, Contractor will provide appropriate personnel to participate in department meetings. (MAC – currently quarterly)

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

### **G). Security of Detainee Files**

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

### **H). Public Information**

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

### **I). Liability**

1. Contractor assumes complete responsibility for any liability arising from the administration or delivery of its services to the county.
2. Contractor will defend all lawsuits and pay associated legal costs and settlements regarding any claims under the contract
3. Contractor will carry adequate insurance for all necessary professional and malpractice liability claims.
4. Contractor shall not be responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, large scale illness, acts of God and similar occurrences beyond the control of the Contractor that made performance impossible or illegal.

### **J). Notification of Deficiencies**

1. The SO shall use a system of progressive disciplinary letters to notify Contractor of its concerns with Contractor's performance. Nothing shall preclude the SO from implementing financial remedies or termination clauses if, in the SO's opinion, the deficiencies warrant such action. In the course of normal business, however, the SO shall use three (3) types of notification to Contractor upon the discovery of a deficiency. These shall be an "Alert" letter, a "Warning" letter, and a "Notice of Intent to Take Action" letter as described below.
2. An "Alert" letter is the least severe of the three (3) letters. An "Alert" letter shall be sent when the SO observes performance, which if left uncorrected could, in the opinion of the SO, result in unsatisfactory performance on behalf of the Contractor. An "Alert" letter shall be issued if monthly reports or performance standards as outlined elsewhere in this RFP fall below the minimal acceptable monthly figures or expectations. An "Alert" letter may also be to document a change to contractual services that fails to conform to contractual standards as well as non-compliance.
3. A "Warning" letter will follow if two (2) "Alert" letters have been issued on a specific deficiency and the situation has not been corrected or a written corrective action plan has not been implemented. A "Warning" letter shall also be issued if quarterly performance statistics fall below minimum acceptable levels or if a compliance audit reveals performance deficiencies of such magnitude that corrective action is needed.

## Request for Proposal #845 Inmate Medical Care

4. A "Notice of Intent to Take Action" letter shall be issued by the SO when Contractor fails to implement corrective action after receiving two (2) "Warning" letters on the same deficiency; or such other situation arises of such grievous nature as determined by the SO as to warrant immediate and strong action by Contractor to correct the deficiency.
5. In all cases, Contractor shall respond to the SO Contract Manager within ten (10) calendar days of receiving such notices described under this section from the SO. Contractor's responses shall include a corrective action plan with timetables acceptable to the SO, and Contractor's plans to take action to remedy any pattern of problems or compliance issues raised in the Contractor's letter for deficiencies. If the issues still cannot be resolved, the SO may, in the exercise of its discretion, implement all applicable provisions of the contract.

### **K). Contract Monitor**

The County shall employ a contractor to monitor the health care contract. The contractor shall agree to allow the contract monitor to have unfettered access to all medical records, statistical reports, quality assurance reviews, personnel files, personnel training records, databases, and attendance at quarterly CQI meetings, as the contract monitor deems necessary to fulfill his/her duty. Assessment of contract compliance, particularly in the provision of health care services, may also involve clinical observations, chart reviews and patient tracer activity by a clinical consultant. The contractor shall be responsible for payment of \$85,000 annually to cover the expenses of the contract monitor. Price this service on a separate line item in the budget.

### **L). Accreditation**

The contractor may obtain accreditation by NCCHC for the Correctional Facility at its own option. The contractor shall be responsible for the payment of all costs associated with accreditation including but not limited to fees.

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

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

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

The Arresting Agency shall be responsible for pre-booking injuries incurred during the arrest process. A preliminary health triage will be conducted by the contractor to determine if the arrestee will be accepted for detention or referred to outside acute care or emergency medical facility before admittance to the jail facility. It is the expectation that the Contractor's personnel will perform a receiving screening on all new or transferred inmates immediately upon their arrival at the Jail or Juvenile Detention Center. Urinalysis (UA) at booking is recommended by the County to objectively review the intake's health status. The screening process may change to follow or exceed all or updated elements of the NCCHC standard for Receiving Screening, with the intent of identifying potential emergency situations.

At a minimum, the Receiving Screening must interview the detainee/juvenile on the following issues:

## Request for Proposal #845 Inmate Medical Care

- Current and past illnesses
- Health conditions
- Special health requirements (hearing aids, visual aids, mobility devices, sleep apnea device)
- Past serious infectious diseases
- Recent communicable illness symptoms, to include at a minimum tuberculosis
- History of or current suicidal ideation
- Current or past mental illness
- Dental problems
- Allergies
- Dietary needs
- Prescription medications as well as legal and illegal drug use (including type, amount, and time of last use)
- Drug withdrawal symptoms
- Current or recent pregnancy, and
- Other health problems as designated by the responsible physician.

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

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

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

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

## Request for Proposal #845 Inmate Medical Care

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

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

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

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

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

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

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

Contractor will ensure that a full health appraisal is completed by an RN, midlevel practitioner or physician for each detainee or juvenile within seven (7) days or less after arrival at a Detention Center.

The full health appraisal must include the following:

- Review of the initial receiving screening
- Complete medical, dental, and mental health history
- Physical examination by a physician, physician assistant, nurse practitioner or RN
- Recording of vital signs, height, and weight;
- Mental health evaluation;
- Dental screening;
- Vision and hearing screening;
- Skin testing for tuberculosis
- Laboratory and/or diagnostic tests for communicable diseases, such as a syphilis test, and other diagnostic tests as clinically indicated;
- Review of the results of the health appraisal by a physician or midlevel practitioner
- Initiation of therapy, when appropriate
- Work detail screening
- Initiation of a problem list, along with a diagnostic or therapeutic plan for each problem



## Request for Proposal #845 Inmate Medical Care

- Elements that may be subsequently added by the Washington State Legislature through the Revised Code of Washington and or Washington Administrative Code; ACA or the NCCHC; or as a result of litigation against the Contractor or SO.
- For juveniles, an immunization history shall be taken as part of the history and physical exam. Immunization vaccines shall be updated as indicated

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

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

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

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

### **S). Non-emergency Health Care Requests and Services**

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

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

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

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

### **U). Sick Call/Segregation Unit (Intake, A and B Pods)**

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

## Request for Proposal #845 Inmate Medical Care

### **V). Clinician Clinics**

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

### **W). Hospital Care**

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

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

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

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

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

### **X). Specialty Care and Referrals**

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

Whenever feasible, contractor shall operate on-site specialty clinics at the Main Jail or Juvenile facility. Contractor shall identify, in their staffing plan, specialty clinics to be conducted on-site as justified by the clinical workload and availability of specialists. Currently, there are no clinics provided on site. Clinics that are desirable include orthopedics and OB/GYN.

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

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

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

- Medical examinations
- Laboratory and diagnostic tests (including offering HIV testing and prophylaxis when indicated)
- Advice on appropriated levels of activity, safety precautions, and nutritional

## Request for Proposal #845 Inmate Medical Care

guidance and counseling

- Dietary supplement
- Observation for signs of toxemia
- A list of specialized obstetrical services is maintained
- There is documentation of appropriate postpartum care
- And a list is kept of all pregnancies and their outcomes

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

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

### **Y). Chronic Care Patients**

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

- Asthma
- Diabetes
- High blood cholesterol
- HIV
- Hypertension
- Seizure disorder
- Mental illnesses
- Opioid Use Disorder (OUD)

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

### **Z). Emergency Care**

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

## Request for Proposal #845 Inmate Medical Care

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

### **AA). Medical Observation Unit**

The contractor shall operate a 6 – cell medical observation unit. This unit has two negative pressure rooms. A separate inpatient record (or separate section in the patient’s ambulatory care record) is to be created upon a detainee’s admission to the unit. RN coverage shall be adequate to care for inmates admitted to the unit. In certain unique circumstances, jail staff may house people in this unit that do not have medical problems (e.g., high profile individuals). There are no medical observation cells or housing available at the juvenile detention center

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

The contractor must provide the following dental services:

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

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

### **CC). Ancillary Services**

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

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

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

## Request for Proposal #845 Inmate Medical Care

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

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

### **EE). Pharmacy Services**

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

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

Contractor shall establish and maintain procedures that allow for delivery six days a week. There is a "keep on person" medication policy for certain prescriptions and certain inmates at the Jail Work Center. Licensed Practical Nurses or Registered Nurses shall administer all other medication.

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

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

Contractor shall include a medication administration record to include all information contained on the prescription label and the name of the practitioner who prescribed the medication. Every dose of medication shall be recorded on this record, with the time administered and the name or initials of the person who administered the dosage. The medication record shall have signature / initials log on every sheet.

The contractor is strongly encouraged to use liquid psychotropic medications, if possible, on patients that have a history of violence and non-compliance with medication policies. When allowable, to prevent diversion, medications shall be crushed and/or floated.

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

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

Contractor shall supply a list of their standard medication formulary.

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

### **FF). Mental Health**

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

## Request for Proposal #845 Inmate Medical Care

at the Juvenile Detention Center.

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

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

- Crisis intervention and referral and/or commitment for inmates who require more intense care than available at the institution
- Mental health evaluation of inmates exhibiting unusual or bizarre behavior
- In rare instance, be able to supply testimony in court for forced medication situations
- Step down housing and services program for inmates under psychiatric or mental health counseling in conjunction and consultation with the main jail classification supervisor or duty supervisor
- Monitoring of all inmates receiving psychotropic medication
- Coordination with juvenile facilities psychologist regarding medications and other needs
- Urgent or continual development of policies and procedures for distribution of psychotropic medication to maximize the potential for safety and compliance
- Development of suicide prevention procedures; step down program from acute suicide watch to be followed by health care in conjunction with existing policies and procedures used by security staff
- Active and effective communication between corrections staff and Mental Health Services regarding need-to-know information to ensure the safety of inmates and staff
- Thorough documentation of service delivery in the health record; and maintenance of logs, reports, and service delivery
- Cooperation with the main jail discharge planners to develop a discharge plan for the inmates release to recommended or required mental health services
- Participation in an integrated and interdisciplinary team (IDT including correctional staff) to develop treatment plans for inmates displaying manipulative behaviors or disruptive behaviors that challenge the orderly operation of the jails;

The Contractor will assist, when requested, in post-trauma incident debriefings and critiques. Contractors shall cooperate with other community mental health agencies to coordinate the care of these inmates.

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

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

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

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

# Request for Proposal #845

## Inmate Medical Care

proper assistance and programming for successful inmate recidivism reduction.

### **HH). Transfer of Medical Information**

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

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

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

Contractor shall utilize an electronic medical record system in compliance with best practices and industry standards. At a minimum, the health record contains the following:

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

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

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

## Request for Proposal #845 Inmate Medical Care

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

### **JJ). Infectious Waste Disposal**

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

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

### **KK). Supplies and Equipment**

The contractor is responsible for the cost of all additional supplies and equipment needed to provide health care. Contractor must ensure that such items remain in good working order. Contractors may make a visual inspection of equipment during the tour. The contractor will be responsible for the repair, maintenance, and required calibrations of equipment. Contractor shall supply office equipment utilized by the health staff in the performance of their duties such as desks, chairs, fax machines and computers, etc. All equipment provided will remain the property of the County. Contractor shall be responsible for all provisions for the installation of such. Copy machine and supplies are County owned and maintained.

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

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

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

The County will provide, at its discretion, the contractor with office space, examination rooms, and utilities, to enable the contractor to perform its obligations and duties under the contract. The County shall provide security staff for off-site supervision and transportation of inmates for medical services.

The County may provide security services for the medical personnel. Contractor may present optional proposals. Juvenile will be responsible for any security measures at that site.

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

### **MM). Disaster Plan**

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

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

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



## Request for Proposal #845 Inmate Medical Care

expected to provide professional management services to support the medical program. These additional support services are as follows:

### **1) Continuous Quality Improvement Committee**

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

### **2) Medical Audit Committee**

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

### **3) Infection Control**

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

- Appropriate medical, dental and laboratory equipment and instruments are decontaminated
- Sharps and biohazard wastes are disposed of properly
- Surveillance to detect inmates with serious infectious and communicable disease is effective
- Immunizations to prevent disease are provided when appropriate,
- Infected patients receive medically indicated care, and
- If appropriate, inmates with contagious diseases are medically isolated
- The contractor shall be responsible to file all reports required by local, state, and federal laws and regulations. A written exposure control plan and the use of standard precautions are required. Active communication and coordination with the local health department regarding communicable disease and public health issues is encouraged. Contractor shall follow Washington State Law on the reporting of notifiable conditions to the local health department.

### **4) Detainee Grievances/Complaints**

The contractor shall maintain monthly statistics of grievances filed i.e., those with and without merit as well as a process to identify any trends developing over time which might indicate an ongoing problem with service(s). All grievance procedures regarding medical issues shall be in accordance with the County's current and subsequent policies, procedures, practices and method of acceptance and response (examples include but are not limited to an electronic inmate submission and response system to replace the current pen and paper process).

The County reserves the right to review any detainee complaint and review the contractor's actions.

## Request for Proposal #845 Inmate Medical Care

The contractor must implement the County's recommendations in disputed cases. Contractor will follow county's timelines for responses.

### **5) Detainee Litigation**

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

### **6) Policy & Procedure**

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

### **7) Utilization Review**

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

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

### **(8) Strategic Planning and Consultation**

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

### **9) Credentialing**

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

## Request for Proposal #845 Inmate Medical Care

### **10) Risk Management and Mortality Review**

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

### **11) Pharmacy and Therapeutics Committee**

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

### **12) Safety and Sanitation Inspections**

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

### **13) Administrative Meetings and Reports**

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

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

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

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

### **14) Statistical Data**

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

# Request for Proposal #845

## Inmate Medical Care

### **15) Cost Containment Program**

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

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

### **16) Medical Billing**

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

All diagnostic services are the responsibility of the contractor.

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

All other outside medical services will be the responsibility of the County. Contractor will make every effort to minimize outside vendors while providing community standard health care to inmates.

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

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

The contractor must demonstrate how it would make the transition from the current contract provider. The timetable for transition is 15-30 days. The transition plan should address an orderly and efficient start-up. The contractor should emphasize their past experience in implementing contracts and successes in this area.

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

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

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

## Request for Proposal #845

### Inmate Medical Care

<p>2. County Performed Work</p>	<p>The County shall provide security for the contractor's employees and agents consistent with security provided to other Clark County Sheriff's Office employees.</p> <p>Any person entering the facility is subject to a criminal history check to be granted entry to the secure portion of the facility. All personnel providing services under the contract shall be required to pass an exhaustive background investigation conducted on behalf of the County for approval to provide services to inmates under this contract. Additionally, all personnel performing on-site services may be required to undergo random urinalysis or blood test.</p> <p>Items that are reviewed in a typical background may include most, if not all, of the following components: Criminal History Check, Driver's License Check, Work History Check, Educational History Check, Professional License Check, Reference Check, Neighbor Check, Credit Check, and Drug Testing.</p> <p>Typical items that will not pass this background check include: conviction of a felony, use of illegal substance within the last 12 months, misuse of prescribed substance within the last three years, one (or more) driving under the influence, deception or fraud during the hiring process, non-availability for shift work, dishonorable discharge for any branch of the military, three or more employment terminations (or resignation in lieu of termination, lack of proper documentation.</p> <p>Performing background checks is a labor-intensive endeavor that protects the Inmates, County, and successful proposer.</p>
<p>3. Deliverables &amp; Schedule</p>	<p>Included in 1B1 is an overarching description of medical services that contain several deliverables and schedules. Those are defined within that portion of the text of this request.</p> <p>All reports are due no later than 10 days after incident or close of reporting period.</p>
<p>4. Place of Performance</p>	<p>Contract performance may take place in the County's facilities, the Proposer's facility, a third-party location, or any combination thereof. Buildings and areas are described in 1A3. Building and areas will be toured in the mandatory pre-bid meeting described in 2A1.</p> <p>With written approval during exigent circumstance some remote work (telemed type services) may be supplemented to existing on site services. Such services will be provided by persons fully licensed and credentialed in Washington State.</p> <p><b><u>Public Safety</u></b></p> <p>Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request by security personnel.</p> <p>All successful proposers' agents and personnel inside the facilities will be required to wear and openly display Jail Administration approved identification badges.</p> <p>Since the work environment is in a public safety/law enforcement building and will be providing services 24/7, work will need to continue regardless of social unrest, pandemic, or other disasters caused by man or nature.</p>

## Request for Proposal #845

### Inmate Medical Care

5. Period of Performance	<p>A contract awarded as a result of this RFP will be for three (3) years and is intended to begin on March 1, 2023 and end February 28, 2026.</p> <p>Clark County reserves the right to extend the contract resulting from this RFP for a period of six (6) additional years, in two (2) year increments, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.</p>
6. Prevailing Wage (When Applicable)	<p>Contractors shall meet the requirements for Prevailing Wage and public works requirements, per RCW 39.04.350. Proposer shall be either exempt, by having a valid Washington business license for three years or more <u>and</u> completed three or more public works projects <u>or</u> received and completed training on prevailing wage and public works requirements.</p> <p>Pursuant to State of Washington RCW 39.12, all payment for salaries and wages shall conform to State of Washington Department of Labor and Industries as prevailing wage rates. For this project select the Clark County rates that apply on the proposal closing date from either of these sites:</p> <p><a href="http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm">http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm</a></p> <p><a href="http://www.ini.wa.gov/TradesLicensing/PrevWage/WageRates">http://www.ini.wa.gov/TradesLicensing/PrevWage/WageRates</a></p> <p>Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L &amp; I Number 700-29) approved by the Washington State Department of Labor and Industries.</p> <p>A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the proposed items of this contract.</p>
7. Debarred/Suspended	<p>Federally or Washington State debarred or suspended suppliers may not participate in this Request for Proposal.</p> <p>All proposer's must fill out, sign and submit the "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" form with their proposal to be eligible to participate.</p>
8. American with Disabilities Act (ADA) Information	<p>Clark County in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing <a href="mailto:ADA@clark.wa.gov">ADA@clark.wa.gov</a> or by calling 564-397-2322.</p>
9. Public Disclosure	<p>This procurement is subject to the Washington Public Records Act (the "Act"), chapter 42.56 RCW. Once in the County's possession, all of the RFP Submittals shall be considered public records and available for public records inspection and copying, unless exempt under the Act.</p> <p>If a Respondent or Proposer considers any portion of an RFP Submittal to be protected under the law, whether in electronic or hard copy form, the Respondent or Proposer shall clearly identify each such portion with the word "PROPRIETARY". The County will notify the Respondent or Proposer in writing of the request and allow the Respondent or Proposer ten (10) days to obtain a court order enjoining release of the record(s). If the Respondent or Proposer does not take such action within the ten (10) day period, the County will release the</p>

## Request for Proposal #845

### Inmate Medical Care

	<p>portions of the RFP Submittal deemed subject to disclosure. All Respondents and Proposers who provide RFP Submittals for this procurement accept the procedures described above and agree that the County shall not be responsible or liable in any way for any losses that the party may incur from the disclosure of records to a third party who requests them.</p>
10. Insurance/Bond	<p>A. <u>Waiver of Subrogation</u> All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of subrogation prior to a loss. Contractor hereby waives its own right of subrogation against County and shall require similar written express waivers and insurance clauses from each of its subcontractors.</p> <p>B. <u>Proof of Insurance</u> Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30-day written notice by mail to the County. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.</p> <p>C. <u>Worker's Compensation</u> As required by the industrial insurance laws of the State of Washington.</p> <p>D. <u>Automobile</u> If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Proposer does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Proposer letterhead shall be submitted by the Proposer.</p> <p>E. <u>Commercial General Liability (CGL) Insurance</u> written under ISO Form CG0001 or its latest equivalent with minimum limits of \$1,000,000 per occurrence and in the aggregate for each one year policy period. Personal and Advertising Injury \$1,000,000 and General Aggregate \$1,000,000. This policy must renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case by case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. Clark County needs to be listed as additional insured.</p> <p>F. <u>Professional Liability (aka Errors and Omissions)</u> The Proposer shall obtain, at Proposer's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$5,000,000 per occurrence. The</p>

# Request for Proposal #845

## Inmate Medical Care

	<p>deductible will not be more than \$25,000 unless prior arrangements are made with Clark County on a case by case basis; the criterion is the Proposer's liquidity and ability to pay from its own resources. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.</p> <p>G. <u>Umbrella Liability Coverage</u> Umbrella Coverage in the amount of \$2,000,000 shall be provided and will apply over all liability policies without exception, including Commercial General Liability and Automobile Liability.</p> <p>H. <u>Additional Insured</u> Clark County, its officers, employees and agents, will be named on all policies of contractor and any subcontractors as an additional insured, with no restrictions or limitations concerning products and completed operations. This coverage shall be primary coverage and noncontributory to any coverage maintained by Clark County. The contractor shall provide Clark County with verification of insurance and endorsements required by this agreement. Clark County reserves the right to require complete, certified copies of all required insurance policies at any time. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.</p> <p>All policies must have a Best's Rating of A-VII or better.</p>
11. Plan Holders List	<p>All proposers are required to be listed on the plan holders list.</p> <ul style="list-style-type: none"><li>✓ Prior to submission of proposal, please confirm your organization is on the Plan Holders List below:</li></ul> <p>To view the Plan Holders List, please click on the link below or copy and paste into your browser. Clark County RFP site: <a href="https://clark.wa.gov/internal-services/purchasing-overview">https://clark.wa.gov/internal-services/purchasing-overview</a></p> <ul style="list-style-type: none"><li>• If your organization is NOT listed, submit Attachment B - Letter of Interest to ensure your inclusion.</li><li>• Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.</li></ul>



# Request for Proposal #845

## Inmate Medical Care

### Part II Proposal Preparation and Submittal

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

## Request for Proposal #845

### Inmate Medical Care

	<p>For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are <u>readily recyclable</u>.</p> <p>The County discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.</p> <p>Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.</p> <p>All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.</p> <p>Additional support documents, such as sales brochures, should not be included with each copy unless otherwise specified.</p>
<b>Section IIC</b>	<b>Proposal Content</b>
1. Cover Sheet	This form is to be used as your proposal Cover Sheet. See Cover Sheet - Attachment A
2. Project Team	<ul style="list-style-type: none"> <li>• Provide the name, a brief history and description of your firm. Include your firm's most recent annual report. Specify experience in providing healthcare.</li> <li>• Name and title of person(s) authorized to bind the contractor, together with the main office address, and telephone numbers. Once awarded successful bidder must continue to keep this information up to date.</li> <li>• Name and title of person(s) who will be managing the local site, including telephone numbers. Once awarded, successful bidder will keep this information up to date</li> </ul>
3. Management Approach	Detail the level of management that is maintained at the local level versus a corporate level. How are lines of communication maintained so both sides are kept informed of operations. When there are items of concern, how are these resolved?
4. Respondent's Capabilities	<p>Provide a list of present clients including:</p> <ul style="list-style-type: none"> <li>• Contact person</li> <li>• Date of original contract and expiration date</li> <li>• Number of renewals</li> <li>• Type and size of population</li> <li>• Dollar amount of contract</li> <li>• Urgent care experience</li> <li>• Chronic care experience</li> </ul>

## Request for Proposal #845

### Inmate Medical Care

	<ul style="list-style-type: none"> <li>• Lawsuits and disclosable settlements</li> <li>• Emergent care experience</li> </ul>
5. Project Approach and Understanding	<p>Detail your group's experience with healthcare services for similarly sized populations and types of facilities. Highlight evidence of achievements in this area. While not restrictive, of particular interest would be experience with detained and closed populations.</p> <p>Specify facilities where you currently are accredited by ACA, NCCHC or JCAHO. State whether or not the facility was accredited by your organization. Please include the following:</p> <ul style="list-style-type: none"> <li>• Name of facility</li> <li>• Accrediting agency</li> </ul> <p>Include dates of re-accreditation</p>
6. Proposed Cost	<p><b><u>Base Price</u></b></p> <p>Provide a base price for the program. After the base price, please provide a line-item cost for salary and benefits as well as prescription prices. The County draws on various budgets for this contract and needs the break-out of costing. A monthly adjustment for population is typical. County's current agreement for such is as follows:</p> <p>The County and Contractor agree that the annual base price is based on the monthly average daily population (ADP) of 500 inmates (combined applicable adults and juveniles). If daily inmate population is greater than or less than 500 inmates for the month, the compensation payable by the County to the Contractor is subject to adjustment by a variable cost per diem rate of \$1.77. The variable cost per diem rate will apply to any adult /juvenile inmate combined population greater than seventy-five (75) individuals higher or lower than the base ADP of 500. The daily inmate resident population shall be calculated by adding the total adult and juvenile population by head count totals taken each morning and subtracting the work release inmates who are outside the terms of this agreement. The headcount for each day will be totaled at the end of the month and divided by the number of days in the month to determine the ADP for the month. The ADP will be compared to the base population range of 425 to 575 (500 plus or minus 75). The number of inmates over or under the range will be calculated for the month. This total will then be multiplied by the variable cost per diem rate and by the number of days in the month to arrive at the net adjustment to the base compensation payable to the Contractor, or as a credit to the County, for the month.</p> <p><b><u>Annual Adjustment</u></b></p> <p>Percentage increase or decrease in the base price for subsequent year terms. The annual adjustment may not exceed 5% or the medical component of the consumer price index during the initial three-year term, whichever is lower without negotiating.</p> <p><b><u>Alternate pricing arrangement.</u></b></p> <p>Identify any alternative pricing and describe the program as well as potential risks or benefits to the County.</p>
7. Employment Verification	<p><b>Please refer to section 1A.6. – E-Verify</b></p> <p><b>IMPORTANT NOTE:</b> Include this portion of the response immediately <b>AFTER</b> the cover page, if not already on file with Clark County. Current vendors on file can be viewed at:  <a href="https://clark.wa.gov/internal-services/purchasing-overview">https://clark.wa.gov/internal-services/purchasing-overview</a></p>

Request for Proposal #845  
Inmate Medical Care

**Part III Proposal Evaluation & Contract Award**

<b>Section IIIA</b>	<b>Proposal Review and Selection</b>																												
1. Evaluation and Selection:	Proposals received in response to this RFP will be evaluated by a Review Committee. The Committee review results and recommendations may be presented to an appropriate advisory board prior to the consent process with the Clark County Council.																												
2. Evaluation Criteria Scoring	<p>Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.</p> <p><b>A one hundred fifty (150) point system will be used, weighted against the following criteria:</b></p> <table border="1" data-bbox="399 716 1422 1587"> <tr> <td colspan="2"><b>Written Proposal Criteria</b></td> </tr> <tr> <td>Proposal Approach / Quality</td> <td>25</td> </tr> <tr> <td>Creativity / Experience</td> <td>10</td> </tr> <tr> <td>Work History / Examples</td> <td>10</td> </tr> <tr> <td>Care / Service Innovations</td> <td>15</td> </tr> <tr> <td>Cost</td> <td>5</td> </tr> <tr> <td>References</td> <td>25</td> </tr> <tr> <td>Criteria Specific to your Project Needs</td> <td>10</td> </tr> <tr> <td style="text-align: right;"><b>Total Written Points</b></td> <td><b>100</b></td> </tr> <tr> <td colspan="2"><b>Presentation Criteria</b></td> </tr> <tr> <td>Contractor's Comprehension of the Required Scope of Services</td> <td>20</td> </tr> <tr> <td>Contractor's Qualifications</td> <td>20</td> </tr> <tr> <td>Staffing</td> <td>10</td> </tr> <tr> <td style="text-align: right;"><b>Total Presentation Points</b></td> <td><b>50</b></td> </tr> </table>	<b>Written Proposal Criteria</b>		Proposal Approach / Quality	25	Creativity / Experience	10	Work History / Examples	10	Care / Service Innovations	15	Cost	5	References	25	Criteria Specific to your Project Needs	10	<b>Total Written Points</b>	<b>100</b>	<b>Presentation Criteria</b>		Contractor's Comprehension of the Required Scope of Services	20	Contractor's Qualifications	20	Staffing	10	<b>Total Presentation Points</b>	<b>50</b>
<b>Written Proposal Criteria</b>																													
Proposal Approach / Quality	25																												
Creativity / Experience	10																												
Work History / Examples	10																												
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Contractor's Comprehension of the Required Scope of Services	20																												
Contractor's Qualifications	20																												
Staffing	10																												
<b>Total Presentation Points</b>	<b>50</b>																												
<b>Section IIIB</b>	<b>Contract Award</b>																												
1. Consultant Selection	The County will determine the most qualified proposer based on the evaluation criteria listed using predetermined weights, the attributes of the Proposers and the overall responsiveness of the Proposal. If the County does not reach a favorable agreement with the top Proposer, the County shall terminate negotiations and begin negotiations with the next qualified Proposer. If the County is unable to reach agreeable terms with either Proposer, they may opt to void the RFP and determine next steps.																												

## Request for Proposal #845 Inmate Medical Care

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

# Request for Proposal #845 Inmate Medical Care

## Attachment A: COVER SHEET

### General Information:

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

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Program Location (if different than above) \_\_\_\_\_

Email Address \_\_\_\_\_

Tax Identification Number \_\_\_\_\_

**ADDENDUM:**

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

None     1     2     3     4     5     6

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

**Attachment B: LETTER OF INTEREST**

Legal Name of Applicant Agency \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Program Location (if different than above) \_\_\_\_\_

Email Address \_\_\_\_\_

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

Email Letter of Interest to: [Koni.Odell@clark.wa.gov](mailto:Koni.Odell@clark.wa.gov) and [Priscilla.Ricci@clark.wa.gov](mailto:Priscilla.Ricci@clark.wa.gov)

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

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

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

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

**Attachment C**



Clark County, Washington

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

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

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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





## TechCare Monthly Report

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

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

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

COVID-19

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

COVID-19

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

c/c

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

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

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

JOHN DOE,

Plaintiff,

vs.

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

Defendants.

No. C89-460TB

CONSENT JUDGMENT

ENTERED ON DOCKET  
JUN 27 1990  
By Deputy *[Signature]*

FILED RECEIVED LODGED  
JUN 27 1990  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT TACOMA  
DEPUTY

I. BACKGROUND

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

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

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

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

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

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

- 4 (a) "Sheriff" shall mean the Sheriff of Clark County and  
any successors or designees;
- 5 (b) "Jail Administrator" shall refer to that individual  
6 designated as having day-to-day responsibility for  
administration of the Clark County Jail;
- 7 (c) "Inmate" shall mean any and all persons committed to  
8 the care and custody of the defendants now or in the  
9 future, whether in pretrial or sentence started, except  
for those in community confinement.

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

13 II. DISCLOSURE

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

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

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

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

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

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

1 Administrator.

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

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

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

16 III. GENERAL PROVISIONS

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

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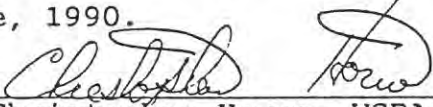
Court, upon appropriate motion by a party upon a showing of compelling need for a change which is consistent with the goals and purposes of this judgment in light of the changed circumstances including any changes in the law.

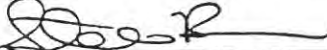
16. Consistent with the intent of Clark County to resolve this litigation, and without acknowledging violation to RCW 70.24.084, Clark County agrees to pay and plaintiff agrees to accept as total satisfaction for attorney's fees, costs or other damages, One Thousand Five Hundred and no/100 (\$1,500.00)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

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

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

DATED this 15 day of June, 1990.

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

  
\_\_\_\_\_  
Steve W. Berman  
Attorney for Plaintiffs

ADOPTED, APPROVED AND SO ORDERED.

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

  
\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE



## Policy

### **05.31.050 CO-PAYS FOR INMATE HEALTH CARE**

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

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

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

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

### **Office Calls - Jail Medical Unit**

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

### **Prescriptions**

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

### **Lab Tests**

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

### **X-Rays**

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

### **Health Assessments (14 day)**

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

### **Requests for Medical Attention - Advice**

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

### **Refusal of Medical Care**

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

### **Emergency Care**

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

### **Emergency Care - First Aid**

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

### **Indigent Inmate Medical Care**

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

### **Inmate Workers**

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

### **Miscellaneous**

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

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

### **Processing**

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

### **Closing Statement**

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



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

Page 1 of 2

PLEASE PRINT CLEARLY

OFFICIAL USE ONLY

Date	PSN
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UPDATE       AUTHORIZED TOUR

Last Name		First Name		M.I.	List any other names you have ever been known by				
Date of Birth (MM/DD/YYYY)	State of Birth	Social Security Number		Race	Sex	Height	Weight	Hair	Eyes
Mailing Address <input type="checkbox"/> Work <input type="checkbox"/> Other				City		State	Zip Code		
Driver License Number and State Issued		Phone <input type="checkbox"/> Work <input type="checkbox"/> Other		Phone <input type="checkbox"/> Work <input type="checkbox"/> Other		E-mail Address			

<b>Professional Visiting Hours</b> 8:00 A.M. - 11:30 A.M. 11:30 - 1:00 P.M. CLOSED 1:00 P.M. - 4:30 P.M. 4:30 - 6:00 P.M. CLOSED 6:00 - 10:00 P.M. Hours may vary due to operational needs. Call (564) 397-2211 to verify.	Purpose for access - <u>specify</u> applicable inmate(s), if applicable:	
	Employer, Program, or Project Representing	Your Position or Role

<b>ALL RELEVANT SUPPLEMENTAL MATERIALS MUST BE PROVIDED:</b> * Valid government issued photo identification * Professional license or certification of qualifications * Court order, authorization from Indigent Defense or written request from counsel * Employment identification or personal business card * Copy of active Certification/Commission if LEO/Peace Officer * Referral letter from designated employment or program coordinator	Return <b>COMPLETED</b> and <b>SIGNED</b> Application/Agreement <b>AND required</b> supplemental materials to:  <b>EMAIL: cntysheriffjailadmin@clark.wa.gov</b>  <b>FAX: (564) 397-6010</b>  707 W. 13th ST - P.O. BOX 406 Vancouver, WA 98666
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**PLEASE READ AND ACKNOWLEDGE UNDERSTANDING WITH SIGNATURES ON PAGES 1 & 2**

\* I acknowledge and fully understand clearance and facility access is only authorized for official business (employment and/or other professional purposes i.e. legal proceedings, court processes, health/welfare, safety/security, etc.), or preauthorized program or education engagement. I recognize I am not allowed to have contact with incarcerated friends or family members. Any contact I may have with incarcerated friends or family will be accomplished in accordance with standard inmate visiting rules and protocols, separate from this agreement, and I agree to notify the duty Sergeant immediately regarding potential conflicts that may arise. I understand the jail is open for professional visits during specific hours, and that access is granted on a first come first served basis according to purpose and the facility's operational needs. I expect reasonable delays and shall conduct myself in a professional and courteous manner at all times.

\* I understand the Clark County Jail (CCJ) will ensure that appropriate Auxiliary Aids and Services are made available to inmates, visitors, and other members of the public who interact with the CCJ, who have ADA or communication disabilities where such aids and services are necessary to ensure they may participate in or benefit from the CCJ's services, programs, or activities on an equal basis with others. I agree to notify staff and contact the agency's Effective Communication Coordinator to request accommodations, if necessary.  
 \*\*\*\*\* **ECC Coordinator (564) 397-2207 or correctionsECC@clark.wa.gov** \*\*\*\*\*

\* If I violate any part of this agreement, I understand authorization for access to the facility may be suspended or permanently revoked, and that all decisions are at the sole discretion of the Sheriff. I agree to update Jail Administration with any changes to my contact information, at least annually, and understand that this agreement does not cease at such time as I am no longer involved with the Clark County Sheriff's Office. I have read and agree to adhere to all terms for clearance as outlined in the accompanying Jail Clearance Agreement (page 2), and understand the terms are binding. **I am aware that incomplete applications, and those lacking required supplemental materials (listed above) WILL NOT be processed. I have had my questions and concerns addressed by a staff member prior to submitting this application and understand processing may take approximately 10 days.** I authorize the Clark County Sheriff's Office to complete a full criminal history check and any applicable background investigation in order to obtain authorization to access the secured portion of the facility. I certify I am of lawful age and legally competent to sign this application, or the legal guardian of the above named tour applicant.

**X** \_\_\_\_\_ *1 of 2* \_\_\_\_\_  
 SIGNATURE DATE

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

**Jail Clearance Agreement**

Page 2 of 2

**PLEASE READ AND ACKNOWLEDGE UNDERSTANDING WITH SIGNATURE BELOW**

- \* I agree to abide by all laws, general orders/policies, rules, and regulations set forth by the Clark County Sheriff's Office and the State of Washington while in the facility. Additionally, I shall obey all instructions and commands given by the deputies in the facility. I recognize that I am liable for my actions while in the Clark County Jail and that any illegal activity will be prosecuted to the fullest extent of the law.
- \* I shall adhere to the policies and practices of the Clark County Sheriff's Office as they relate to the **Federal Prison Rape Elimination Act (PREA), Public Law 108-79**, except as otherwise required by law or the rules of professional conduct as required by my profession. I have requested clarification from staff on my questions, and understand the Clark County Jail has a zero-tolerance policy clearly prohibiting any form of sexual activity or harassment. I understand that any physical contact with inmates is strictly prohibited.
- \* I shall report to staff any time-sensitive information or observations obtained during the visit that have caused me to believe that an inmate is experiencing or has recently experienced a serious health or safety concern (ex. suicidal/homicidal statements or ideation, sexual/physical victimization, reported/obvious health issue, etc.) while in custody, except as prohibited by the Rules of Professional Conduct. While in the jail, I agree to properly wear any/all personal protective equipment (PPE) necessary or required to limit potential exchange/exposure of myself/others to pathogens/hazardous materials I may introduce/encounter.
- \* I shall bring valid government issued photo identification (ID ex. driver's license) each time I visit. At check-in, I understand I must exchange my ID for a visitor pass prior to accessing secured areas of the facility. I am aware that I may request to be placed in a visiting area more restrictive than the level for which I am eligible (ex. Non-Contact rather than direct Contact) for my own level of comfort and exposure to inmates. I agree to wear the issued pass and keep it visible to jail staff at all times. I agree to immediately report the loss of the pass, locker key(s), and/or personal property to a duty Sergeant.
- \* I shall not bring weapons of any kind into the Clark County Jail or Law Enforcement Center (including but not limited to: firearms, blades and/or sharp objects, unauthorized tools, chemicals, etc.). I understand weapons lockers are available to law enforcement personnel upon request. I shall not bring food, beverages, tobacco products, or controlled substances or drugs (legal or illegal) into the building. I shall not bring in contraband, leave any item unsecured or unattended (even in an interview room), or allow an inmate to use any item without prior staff authorization. I shall dress according to standard visiting rules (appropriate fit/not transparent or revealing/skirts and shorts no higher than 3" above the knee, and footwear appropriate to the environment). I understand only necessary personal items are allowed in the facility and agree to secure all other items prior to entering the secured portion of the jail. If I am in the facility when the jail is entering routine lockdown times, I shall conclude my business, gather my belongings, and exit the facility promptly. In the event of an emergency, I shall await assistance and/or instructions from a deputy.
- \* I shall not bring anything into secured or controlled areas except items required to complete the reason for entry and understand that all items, with the exception of legal paperwork, are subject to search. I understand all tools, equipment, or electronic devices must be disclosed and approved prior to entering, and loaning or use outside authorized channels or for purposes outside legitimate court reason is strictly prohibited.
- \* I shall not buy, give, share, exchange, etc., any messages, money or contraband (any item, legal or illegal, brought into the facility without proper authority) to any offender in custody of the jail. I acknowledge that I could be criminally prosecuted for doing so.
- \* I recognize that while in the facility there may arise situations which might result in exposure to danger or physical harm. I acknowledge these risks and understand I may elect a Non-Contact or Video visiting area at any time.
- \* I acknowledge that should I be injured while engaged in any authorized service while in the facility, I shall obtain and submit a Clark County accident form to the duty Sergeant.
- \* I acknowledge and understand that inmate information and records are confidential and not subject to disclosure pursuant to RCW 70.48.100, except as authorized by law.
- \* I agree to keep confidential anything I may observe while in the secured portion of the facility, except as otherwise required by law or the rules of professional conduct required by my profession.
- \* I understand that any unauthorized disclosure of inmate information may subject me to civil action and/or criminal prosecution, which is punishable by a fine of not more than \$500 in case of a first offense, and \$5000 in a case of each subsequent offense. 42CFR 2.4, 290ee-3(f), and 290dd-3(f).
- \* I shall not divulge, publish or otherwise make known to any unauthorized party, orally or in writing, any information concerning an inmate of this agency as prescribed in part by the Federal Confidentiality of Alcohol and Drug Regulations 42CFR Part 2. However, I shall report to staff without delay, any condition, activity, or unusual behavior which may be illegal, dangerous, or potentially dangerous, except as otherwise required by law or the rules of professional conduct as required by my profession.
- \* I shall not discriminate in my duties on the basis of race, color, sexual orientation or gender identity, sex, religion, marital status, creed, honorably discharged veteran or military status, national origin, or the presence of any physical, mental or sensory disability.
- \* I shall not report to the jail under the influence of a controlled substance, drugs or alcohol. I understand I may share, but not attempt to persuade any offender to convert to my religious belief.

X

2 of 2

SIGNATURE

DATE

# 1 Cover Sheet

## Request for Proposal #845 Inmate Medical Care

### Attachment A: COVER SHEET

#### General Information:

Legal Name of Proposing Firm Wellpath LLC

Street Address 3340 Perimeter Hill Drive City Nashville State TN Zip 37211

Contact Person Kip Hallman Title President

Phone 858-775-1369 Fax 615-324-5731

Program Location (if different than above) \_\_\_\_\_

Email Address kip.hallman@wellpath.us

Tax Identification Number 32-0092573

**ADDENDUM:**

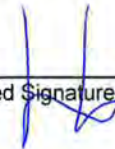
Proposer shall acknowledge receipt of Addenda by checking the appropriate box(es).

None  1  2  3  4  5  6

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

**Answers to questions, received 11/18/2022 and 12/8/2022**

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

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

December 8, 2022  
\_\_\_\_\_  
Date

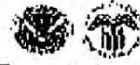
Kip Hallman  
\_\_\_\_\_  
Printed Name

President  
\_\_\_\_\_  
Title



Wellpath's Employment Verification is included below as required by the RFP. Our E-Verify company number was established under our previous name and address but is still active and valid.

# E-Verify



Company ID Number: 66740

Client Company ID Number: 850960

**Approved by:**

<b>Employer</b> Correct Care Solutions, LLC	
Name (Please Type or Print) Stephanie Popp	Title Director of Compliance and Employee Relations
Signature 	Date 3-12-15
<b>E-Verify Employer Agent</b> Tracker Corp	
Name (Please Type or Print) Carey Johnson	Title
Signature Electronically Signed	Date 03/12/2015
<b>Department of Homeland Security - Verification Division</b>	
Name (Please Type or Print) Rebecca K. Green	Title Deputy Chief, E-Verify
Signature 	Date 3/12/15





Company ID Number: 69740

Client Company ID Number: 860980

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name	Correct Care Solutions, LLC
Company Facility Address	1283 Murfreesboro Road Suite 500 Nashville, TN 37217
Company Alternate Address	
County or Parish	DAVIDSON
Employer Identification Number	320092573
North American Industry Classification Systems Code	621
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	629

# Clark County

Vancouver, Washington

Request For Proposal #845  
Inmate Medical Care

Technical and Cost Proposal

December 14, 2022; 1:30 PM



**Respectfully Submitted to:**

Clark County  
Office of Purchasing  
1300 Franklin Street, 6th Floor, Suite 650  
Vancouver WA 98660  
564-397-2323

**Submitted by:**

WELLPATH®  
3340 Perimeter Hill Drive  
Nashville, TN 37211  
800-592-2974  
Tax ID# 32-0092573

**Points of Contact:**

Melissa Moberly  
Vice President Partnership Development West  
303-501-5160  
MMoberly@Wellpath.us

Kip Hallman  
President  
858-775-1369  
kip.hallman@wellpath.us

This submission includes the following required copies:  
Technical and Cost Proposal – one (1) original, four (4) copies, and one (1) Electronic Copy



Dear Commander Beltran and Members of the Competitive Contracting RFP Committee:

Thank you for the opportunity to respond to the Inmate Medical Care for individuals detained in the Clark County Sheriff's Office: Main Jail, Jail Work Center, and the Clark County Juvenile Detention Facility. We are pleased to take this opportunity to highlight the experience and qualifications we offer to Clark County. We have done our best to communicate our mission, our vision, and our culture as a company, and we hope you will see how it is in unison with yours.

Wellpath is a different company today than we were four years ago, we have made significant changes that have improved the delivery of care, leadership, technology, and strengthened alliances with our clients. We value our client partnerships and strive to be industry leaders as we use innovation to approach the care of justice-involved individuals. Clark County has our commitment to a focus on the following:

- **Patients** - At Wellpath, patient care comes first, and our primary focus is helping the underserved. Our clinical strategy focuses on quality, the needs of diverse populations, and innovation for a range of uniquely vulnerable and medically complex patients.
- **People** - Providing quality patient care starts with our people. Our strategy emphasizes leadership, culture, Regional/Corporate support, and benefits to scale. We foster development and engagement and empower our people to make decisions with the patient's best interest in mind.
- **Partners** - We will collaborate, cooperate, and work seamlessly with you to ensure effective and efficient care of our shared patients.
- **Process** - Wellpath reduces risk while improving effectiveness, security, and compliance by utilizing an approach that integrates ethics and compliance into our daily operations. Our policies, procedures, and other governing documents create a system that encourages transparency, accountability, fairness, and trust in our operations.

Throughout this proposal, you will notice the blue icon to the right of this paragraph. This icon is a way for us to highlight innovative solutions and other differentiators that are **unique to a partnership with Wellpath**.



You will also encounter the green icon to the right of this paragraph, which clearly identifies areas within our proposal where **cost savings advantages** are to be gained by partnering with Wellpath.

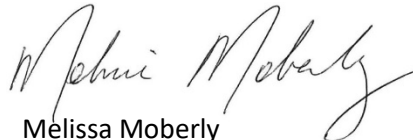


We welcome the opportunity to further discuss our proposal with Clark County. Please contact Melissa Moberly at mmoberly@wellpath.us or 303-501-5160 with any questions.

Sincerely,



Kip Hallman  
President  
858-775-1369  
kip.hallman@wellpath.us



Melissa Moberly  
Vice President Partnership Development West  
303-501-5160  
mmoberly@wellpath.us





## Table of Contents

- 1 Cover Sheet.....1**
- 2 Project Team.....7**
  - 2.1 Wellpath Overview ..... 7
  - 2.2 Person Authorized to Bind the Company..... 10
  - 2.3 Person Managing the Local Site..... 10
- 3 Management Approach.....11**
  - 3.1 Communication and Client Satisfaction..... 11
  - 3.2 Regional Management..... 11
- 4 Capabilities .....15**
  - 4.1 Client References ..... 15
- 5 Project Approach and Understanding .....17**
  - 5.1 Similarly Sized Populations ..... 17
  - 5.2 Accreditation Experience ..... 17
  - 5.3 Required Services..... 19
- 6 Proposed Cost .....115**
  - 6.1 Base Price ..... 115
  - 6.2 Annual Adjustment ..... 118
  - 6.3 Alternate Pricing Arrangement..... 118
  - 6.4 Negotiation Points ..... 119
- 7 Current Clients – PROPRIETARY \*.....121**
  - 7.1 Wellpath Represented Litigation – PROPRIETARY \* ..... 131
- 8 Accredited Wellpath Sites – PROPRIETARY\* .....135**
- 9 Reference Letters .....145**

**\*CONFIDENTIAL AND PROPRIETARY ATTACHMENTS**

Pursuant to and in accordance with Wash. Rev. Code Ann. §§ 42.56.070, 42.56.270, and 19.108.010, et seq., the attachments labeled “PROPRIETARY” are exempt from public disclosure, and Wellpath respectfully requests that these attachments be redacted from any distribution of this proposal.



## 2 Project Team

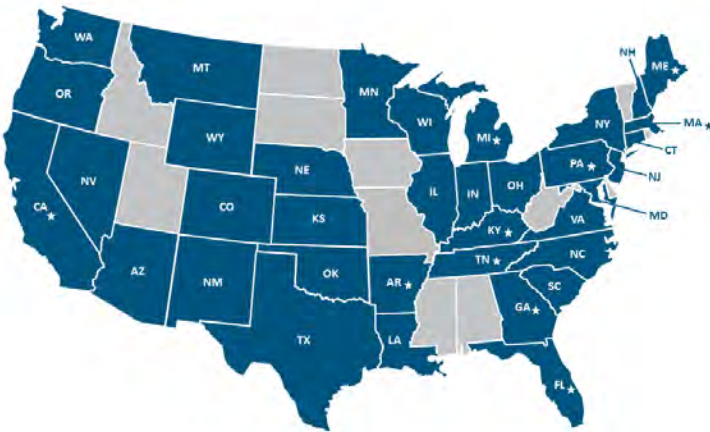
### 2.1 Wellpath Overview

Wellpath is the premier provider of localized, high-quality, compassionate care to vulnerable patients in challenging clinical environments. Our resources and experience as a leading public health company will provide Clark County with the best and most cost-effective services available.

Wellpath is specifically organized to provide comprehensive correctional healthcare services to facilities similar to the Clark County Main Jail (MJ), Jail Work Center (JWC) and Juvenile Facility, where we provide medical, dental, and mental health programs for individuals in custody.

With each of our successful contracts and satisfied clients, we have demonstrated the necessary capabilities and resources that make us a qualified and willing partner for Clark County. You can expect to receive the same excellent level of service our clients across the country have come to expect from us.

Today, more than 16,000 Wellpath employees care for more than 300,000 patients in 36 states, with more than 8,000,000 patient encounters each year. The knowledge we gain from the patients we treat throughout our client base leads to improved care at each site.



#### Wellpath at a Glance

- 39 years in the industry
- Privately owned—We answer to our clients, not shareholders
- More than 16,000 Wellpath employees provide health care services for more than 300,000 patients in 36 states
- More than 8,000,000 patient encounters each year
- Clients include state and federal prison systems, county/regional jails, detention centers, and juvenile facilities
- Annual sales = \$1.8 billion
- Financially strong and stable
- Impeccable litigation record
- 100% success in our accreditation efforts

#### Home Office\*

*Nashville, Tennessee*

#### California Office

*San Diego, California*

#### Florida Office

*Deerfield Beach, Florida*

#### Maine Regional Office

*Augusta, Maine*

#### Arkansas Regional Office

*Pine Bluff, Arkansas*

#### Kentucky Regional Office

*Louisville, Kentucky*

#### Pennsylvania Regional Office

*Lemoyne, Pennsylvania*

#### Massachusetts Regional Office

*Foxboro, Massachusetts*

#### Georgia Regional Office

*Atlanta, Georgia*

#### Michigan Regional Office

*Lansing, Michigan*

*\*The Wellpath Home Office will be responsible for supporting this contract.*

#### 2.1.A.1 Our Mission

**Our mission is to provide quality care to every patient with compassion, collaboration, and innovation.** We are a true solutions provider in the healthcare industry and in the communities we serve. With a constant focus on patient care, we will deliver innovative solutions to meet your program objectives and local, state, and national standards of care.






### 2.1.A.2 Our Vision

**Our vision is to transform healthcare by delivering hope and healing through public health partnerships.** We believe in transforming public health by delivering hope and healing to those who need it most. We treat our patients with dignity and compassion because we care about them as human beings. We are the right people, striving to do the right thing while creating healthier communities—one patient at a time.

### 2.1.A.3 Our Services

Wellpath provides a wide range of healthcare services and ancillary services for our clients, including:

 <b>Comprehensive Medical Services</b>	 <b>Mental &amp; Behavioral Health Services</b>	 <b>Administrative &amp; Operational Services</b>
<ul style="list-style-type: none"> <li><b>Assessments &amp; Appraisals</b> <i>Receiving screenings; health assessments</i></li> <li><b>Access to Care</b> <i>Triage &amp; sick call; on-site clinics; telehealth; eConsults</i></li> <li><b>Off-site Coordination</b> <i>Emergency &amp; hospitalization arrangements; case management</i></li> <li><b>Education</b> <i>Patient health education programs; correctional staff training programs</i></li> <li><b>National Contracts</b> <i>Pharmacy; laboratory; radiology</i></li> <li><b>Substance Use Disorder Treatment</b> <i>Medically supervised withdrawal management; Medication-assisted treatment (MAT)</i></li> <li><b>Medically Necessary Diet Programs</b></li> <li><b>Dental Care</b></li> <li><b>Optical Care</b></li> </ul>	<ul style="list-style-type: none"> <li><b>Screening, Assessment &amp; Evaluation</b></li> <li><b>Treatment Planning</b></li> <li><b>Consultation &amp; Education</b></li> <li><b>Multidisciplinary Treatment Teams</b></li> <li><b>Group &amp; Individual Therapy</b></li> <li><b>Clinical Supervision</b></li> <li><b>Telepsychiatry</b></li> <li><b>Suicide Prevention &amp; Intervention</b></li> <li><b>Jail-Based Competency Treatment</b></li> <li><b>Re-entry and Discharge Planning</b></li> <li><b>Community Outreach</b> <i>Continuity of care &amp; discharge planning; collaboration with community agencies</i></li> </ul>	<ul style="list-style-type: none"> <li><b>Claims Management</b> <i>Third-party billing; cost recovery programs; catastrophic re-insurance coverage</i></li> <li><b>Utilization Management</b> <i>Web-based Care Management system</i></li> <li><b>Electronic Record Management Application (ERMA®)</b> <i>EMR &amp; eMAR technology built for corrections</i></li> <li><b>Network Development</b> <i>Established networks of specialty providers &amp; hospitals; negotiating agreements for clients</i></li> <li><b>Accreditation</b> <i>NCCHC; ACA; CALEA; state-specific</i></li> <li><b>Clinical Quality Assurance</b> <i>Continuous Quality Improvement (CQI) &amp; Medical Administration Committee (MAC) programs</i></li> <li><b>Reporting &amp; Accountability</b> <i>Automated reports; compliance tracking</i></li> </ul>

### 2.1.A.4 Our Core Competencies

Wellpath will maintain a mutually beneficial partnership with Clark County based on continued communication that will create cost savings while helping you meet your program objectives.

### 2.1.A.5 Hands-on Approach

The Wellpath executive team is closely involved with the implementation and operation of services for our new clients. Continuous communication helps minimize surprises and ensures a mutual understanding of decisions and protocols. To ease the transition of services, we prefer to meet with new clients and their current healthcare personnel within 48-72 hours of notice of contract award. The members of our proposed Regional Management Team will become familiar faces as they provide guidance and insight to members of the on-site medical team at the Main Jail (MJ), Jail Work Center (JWC) and Juvenile Facility.

## 2.1.B. Washington Experience

Wellpath serves clients in 36 states; understanding the regional differences from state to state gives us a competitive edge. We currently provide quality care for 1550 patients in six (6) facilities throughout the State of Washington. Our Washington clients include:

- Clallam County Corrections Facility
- Nisqually Corrections Center
- SCORE Regional Jail
- Maple Lane Competency Restoration Program
- Yakima County Detention Center
- Yakima County Juvenile Detention Center

## 2.1.C. Juvenile Experience

Wellpath manages combined adult and juvenile programs, as well as standalone juvenile programs, for many of our clients. We provide comprehensive medical and mental health services to incarcerated juveniles across the country, and we understand the distinctive needs of young patients. This patient group is still developing and growing both physically and mentally, which can present challenges while in custody. Our experience assessing and treating this young and developing population gives us the expertise to offer care unique to juveniles rather than treating them like adult offenders.

Wellpath and our affiliated companies have provided comprehensive juvenile healthcare services for more than 30 years. We currently care for nearly 5,000 juveniles across nearly 80 facilities nationwide, including statewide juvenile systems in Louisiana and Illinois. Our programs in these facilities include the design and successful operation of medical, dental, and mental health programs for juveniles. We provide primary and preventive care, sick call and episodic care, acute and chronic medical treatment, and follow-up care for juveniles. Our health programs are based on documented policies and procedures addressing the provision of juvenile health services, including:

- Assessment and evaluation
- Suicide prevention
- Special needs treatment plans
- Referrals
- Ongoing care
- Discharge planning from day one

We develop customized policies and procedures to meet the specific needs of each client's juvenile population. For example, in Louisiana, we developed a juvenile-specific formulary to ensure proper management of medication regimens. When requested by our clients, we have succeeded in attaining NCCCHC or ACA accreditation for juvenile operations. In Louisiana, we worked with the Office of Juvenile Justice to ensure first-time ACA accreditation of their medical programs.

Wellpath has three juvenile specialists, Amisha Robillard, DNP, MHA, RN, Rashied Cormier, LCSW-BACS, and Pam Poole, RN, who are valuable resources on juvenile policy and procedural matters, juvenile-specific education and programming, and orientation focused on our juvenile patients. Dr. Robillard has 20 years nursing experience, seven years in corrections. Mr. Cormier brings more than 14 years of correctional healthcare experience working with juveniles in statewide settings, while Ms. Poole has 17 years of nursing experience in adult, juvenile, and federal correctional facilities.

### 2.1.D. Grant Experience

Wellpath has experience with grant collaboration that we will use to assist Clark County should you apply for grants that fall within our area of expertise. We understand the requirements of grant reporting, which may require us to provide statistical and narrative reports for grant funding and/or other local, state, or federal reporting requests. We will assist with any medical services reporting that must be completed through the supply of statistics and consultative support, as needed. We understand the importance of reporting as it relates to most grant requirements.



## 2.2 Person Authorized to Bind the Company

The following individual is authorized to bind Wellpath to any contract resulting from this RFP:

#### **Authorized Signatory**

Kip Hallman  
President  
858-775-1369  
kip.hallman@wellpath.us

#### **Main Office Address and Telephone Number**

WELLPATH®  
3340 Perimeter Hill Drive  
Nashville, TN 37211  
800-592-2974

## 2.3 Person Managing the Local Site

Operational oversight will be the responsibility of the Regional Director of Operations, Christopher Lamb.

Christopher Lamb  
Regional Director of Operations  
720-219-2902  
cjlamb@wellpath.us

## 3 Management Approach

Wellpath will provide a full range of professional management services, from executive to site level, to support Clark County's medical program and ensure the quality of our services. We take pride in being a large company able to offer volume-based buying power and resources to our partners while maintaining a homegrown family culture and hands-on approach to client service. Our clients feel supported and can access our corporate management team easily.

Our program for Clark County will be directly supported by our Regional Management Team and our Home Office in Nashville, Tennessee. President of Local Government, Justin Searle, Regional Vice President, Damon Kinton, and Regional Director of Operations, Chris Lamb, will visit the MJ, JWC, and Juvenile Detention Facility regularly to evaluate medical processes and meet with facility administration.

During transition and after implementation, Vice President of Partnership Development, Melissa Moberly, will act as the Wellpath liaison to Clark County for all aspects of the contract to ensure your continued satisfaction with our service. **This is our corporate pledge to you.**

### 3.1 Communication and Client Satisfaction

Wellpath site and regional leadership will communicate frequently and transparently with Clark County administration. Our philosophy of proactively communicating potential issues with our clients helps ensure resolution before an issue becomes a major problem. We expect our site and regional leadership to have an "open door" policy when it comes to communicating with our clients.

### 3.2 Regional Management

Our experienced Regional Management Team will strengthen communication and operational workflows in the Wellpath program at the Clark County Main Jail, Jail Work Center, and Juvenile Detention Facility. This team is familiar with Washington specific requirements and will ensure a compliant program that meets or exceeds your needs and expectations. Our leadership team will ensure that our programming follows the tenets of the contract between the County and Wellpath, as well as Wellpath protocols and industry standards.

As mentioned in Section **2.3 Person Managing Local Site**, Operational oversight will be the responsibility of Regional Director of Operations, Christopher Lamb, and Regional Vice President, Damon Kinton, who reports directly to President of Local Government Healthcare, Justin Searle.

Clinical oversight will be provided by the site Medical Director, who will report directly to Regional Medical Director, Vivek Shah, MD. Regional Director of Mental Health, Jessica Raak, PhD, LPC, CCHP-MH, will oversee our mental health program.

Following is an overview of the qualifications of key leaders who will be involved with the implementation of Wellpath services in Clark County and the subsequent management of operations. These are more than just names in a proposal, but rather faces you will see walking the hallways of the County Facilities, supporting our program.



***Melissa Moberly – Director of Partnership Development & Transition Coordinator***

Ms. Moberly has worked in the correctional industry since 2010, developing partnerships with clients in 12 western states. She is well respected throughout the industry for her integrity, professionalism, and knowledge, and for delivering on her commitments and developing mutually beneficial partnerships with her customers. As an active member of several state and national correctional associations, she has earned the respect of her peers and often serves as a resource for information impacting the correctional industry. Ms. Moberly is responsible for business development and coordinating the transition of new clients to Wellpath services. She works closely with our corporate, regional, and on-site contacts, providing client support throughout the life of the contract through regular communication with each client to understand and meet their unique needs. Ms. Moberly earned a Master of Science degree from Ohio University and a Certificate in Leadership and Management from Wharton School of Business.



***Justin Searle – President of Local Government Healthcare (West)***

Mr. Searle oversees operations for our local government contracts in the western United States. He joined Wellpath in 2019 after nearly six years at DaVita Kidney Care, where he served as group regional operations director, leading a team of more than 500 healthcare administrators, nurses, dietitians, social workers, and patient care technicians. At DaVita, he was responsible for operations, patient outcomes, team composition, and growth of 35 outpatient dialysis clinics serving more than 2,000 patients in Colorado, Montana, Nebraska, and Wyoming. Mr. Searle is a nine-year veteran of the United States Navy, where he served as an executive officer on a Baghdad-based team training in the Iraqi Special Operations Forces.



***Damon Kinton – Regional Vice President***

Mr. Kinton began his career at Wellpath as Regional Vice President for Northern California, Oregon, and Washington in 2021. In this role he is responsible for P&L leadership of four directors of regional operations, 34 health services administrators, and 54 client sites. Before joining Wellpath, Mr. Kinton was a senior director at DaVita Healthcare, where he improved revenues and lowered labor costs. His leadership style led to teammate retention of 85%. He had similar roles and winning results with Ross Stores, Walmart and The Home Depot. He was also a leader in the U.S. Air Force Special Tactics as director of operations, in Seattle, Washington. He has a master's degree in Human Resources and a bachelor's degree in Commerce and Business from the University of Alabama.



***Christopher Lamb – Regional Director of Operations***

Mr. Lamb is an accomplished executive known for delivering mission-critical results. He joined Wellpath in 2021 as regional director of operations for Washington and Oregon, where he has provided leadership and oversight to health services administrators in the daily operations, budgeting, and recruitment. Mr. Lamb's career in correctional health services goes back to 1996, where he was an HSA for FCI Florence, Colorado, FBP Tucson, Arizona, and NCRO Kansas City, Kansas. He was Senior Director of Medical Operations for Management and Training Corporation in Centerville, Utah. Mr. Lamb served in the U.S. Navy in San Diego, California.

***Vivek Shah, MD – Regional Medical Director***

Dr. Shah joined Wellpath in 2006 as a Regional Medical Director and provides clinical management and oversight to our contracted facilities in the Northwest region. Before joining Wellpath, he spent six years in group internal medicine practices in the states of Washington and Kentucky. Dr. Shah is affiliated with the American Medical Association, the American College of Physicians, and the Society of Correctional Physicians. After completing his medical education in India, he completed his primary care internal medicine residency at Mt. Sinai School of Medicine in New York.

***Nicole Taylor, PhD, JD, CCHP – Vice President of Mental Health for Local Government (West)***

Dr. Taylor is a licensed clinical psychologist and attorney with extensive experience working with mentally ill offenders. She joined Wellpath in July 2021 as Regional Mental Health Director for the Southwest and was promoted to Vice President of Mental Health for the West in 2022. She has nearly two decades of correctional mental health experience, including her time as Mental Health Director for the Arizona Department of Corrections from 2013 to 2019. She has presented at numerous national conferences on topics relating to correctional mental health care, re-entry, legal ramifications of SMI definitional criteria, and restrictive housing. She has also been an instructor for the National Institute of Correction (NIC) training programs since 2015. Dr. Taylor previously served on the Board of Directors for the Mental Health Network through NIC and on the Board of Directors for the Academy of Correctional Health Professionals. She earned a Doctor of Philosophy degree in clinical psychology from Palo Alto University and a Doctor of Jurisprudence degree from Golden Gate University School of Law.

***Jessica Raak, PhD, LPC, CCHP-MH – Regional Director of Mental Health***

Dr. Raak joined Wellpath in 2021. As Regional Director of Mental Health, she provides clinical oversight and consultation to site-level clinicians and collaborates with jail administrators to ensure quality mental health care for patients. Before joining Wellpath, Dr. Raak provided similar care in Arizona and managed a statewide project to identify inmates prone to self-harming behaviors. As a Compliance Monitor for the Arizona Department of Corrections, she ensured compliance with federal and state laws and ADC policies and procedures. Dr. Raak earned a PhD in criminology and criminal justice from Arizona State University, where she served as an adjunct professor and taught community corrections courses. She earned a Master of Arts degree in community counseling from Northern Arizona University and a Bachelor of Science degree in psychology from California Lutheran University. Dr. Raak is NCCHC certified for correctional health and mental health.



***Stephanie Ruckman, DNP, FNP-BC, MBA, CCHP – Vice President of Operations for MAT, Justice-Involved***

Dr. Ruckman joined Wellpath in 2015 as a nurse practitioner at the Trousdale Turner Correctional Center in Tennessee. She later served as a regional clinical specialist for Wellpath sites in the Southeast and participated in numerous start-ups across the country. In her current role as Vice President of Operations for MAT, Justice-Involved, she is responsible for developing and implementing medication-assisted treatment (MAT) programs for our local government clients. Dr. Ruckman earned a Bachelor of Science degree from Middle Tennessee State University, a Bachelor of Science in Nursing degree from Cumberland University, an MBA from Regis University, a Master of Science in Nursing and Family Nurse Practitioner degrees from Austin Peay State University, and a Doctor of Nursing Practice degree from the University of Alabama at Huntsville.

### **3.2.A. Home Office Support**

The Wellpath Home Office in Nashville, Tennessee, will directly support our on-site medical and administrative staff at the Clark County Main Jail, Jail Work Center, and Clark County Juvenile Detention Facility. Our Home Office support includes a staff of HR professionals to guide all recruiting and hiring, as well as leadership development and clinical education teams to train new and retained staff members. Our finance and accounting teams will provide regular and thorough reporting, and our IT department will ensure that our technology meets the Clark County Facilities' needs and requires minimal resources.

## 4 Capabilities

To illustrate our extensive experience in the field of correctional healthcare and to give Clark County the opportunity to review and validate our credentials, we have provided our comprehensive client list with detailed contract information.

### 4.1 Client References

Wellpath is dedicated to continuously improving our services and program offerings for each client we serve. We have selected the following client references that we believe can best communicate our strengths and our ability to meet and exceed the requirements and expectations for the program you have defined in your RFP. We have provided reference letters in [Section 9](#). If desired, we can arrange a tour to show you our programming in action.

#### **Kings County, California**

1570 Kings County Dr. | Hanford, CA 93232  
Assistant Sheriff Dave Putnam  
559-582-3211  
dave.putnam@co.kings.ca.us  
Period of Performance 7/1/20 – Present  
Accreditation: NCCHC

#### **Lane County, Oregon**

101 W 5th Ave. | Eugene, OR 97401  
Capt. Clint Riley  
541-682-2242 Fax:541-682-2128  
Adult.Corrections@co.lane.or.us  
Period of Performance 7/1/15 – Present  
Accreditation: N/A

#### **Humboldt County, California**

826 4th St. | Eureka, CA 95501  
Sheriff William Honsal  
707-268-3618  
whonsal@co.humboldt.ca.us  
Period of Performance: 12/1/99 – Present  
Accreditation: N/A

#### **San Juan County, New Mexico**

871 Andrea Dr. | Farmington, NM 87401  
Daniel Webb, Warden  
505-566-4500  
dwebb@sjcounty.net  
Period of Performance: 7/1/17 – Present  
Accreditation: N/A

#### **Santa Ana County, CA**

62 Civic Center Plaza | Santa Ana, CA 92702  
Ken Willard, Correctional Supervisor  
714-245-8128  
kwillard@santa-ana.org  
Period of Performance: 10/01/22 – Present  
Accreditation: N/A

#### **Yakima County Department of Corrections**

111 N Front St. | Yakima, WA 98902  
Jeremy Welch, Jail Director  
509-574-1758 Fax: 509-574-1631  
jeremy.welch@co.yakima.wa.us  
Period of Performance: 9/5/06 – Present  
Accreditation: N/A





## 5 Project Approach and Understanding

### 5.1 Similarly Sized Populations

Following is a sampling of Wellpath local detention clients with Average Daily Populations (ADPs) similar to the Clark County Facilities, most of whom are accredited by the NCCHC and/or ACA. Two of these clients— Monroe County Sheriff's Office, FL and Orange County, NY hold Triple Crown Accreditation (NCCHC, ACA, and CALEA).

- Wyandotte County, KS \*
- Kings County, CA
- Santa Cruz County, CA
- Humboldt County, CA
- Sherburne County, MN \*†
- Merced County, CA
- Newport News, VA \*
- Sumter County, GA
- Mahoning County, OH \*
- Orange County, NY\*†
- San Luis Obispo County, CA\*
- Monroe County, FL \*†
- Waukesha County, WI \*
- Madera County, CA
- Imperial County, CA
- Butte County, CA
- Brown County, WI

\*NCCHC accredited

†ACA accredited

### 5.2 Accreditation Experience

Our accreditation history is well-documented: **Wellpath has neither failed to obtain nor lost medical accreditation at any of our client sites.** Wellpath provides healthcare services for approximately **238 facilities** accredited by the National Commission on Correctional Health Care (NCCHC), American Correctional Association (ACA), Commission on Accreditation for Law Enforcement Agencies (CALEA), Accreditation Association for Ambulatory Health Care (AAAHC), Commission on Accreditation of Rehabilitation Facilities (CARF), and/or The Joint Commission (JCAHO).



We have experience obtaining and maintaining accreditation from The Joint Commission (JCAHO), which accredits and certifies medical programs and organizations, including hospitals. The accreditation requirements for The Joint Commission exceed the standards of both the NCCHC and ACA. **The Joint Commission (JCAHO) has accredited eight current Wellpath sites.**

Wellpath has enjoyed unparalleled success in our accreditation experience. Many Wellpath sites have been found 100% compliant during their accreditation surveys. Furthermore, **we carry the distinction of counting 24 Triple Crown facilities among our clients.** The National Sheriffs' Association (NSA) presents its prestigious Triple Crown Award to correctional facilities that achieve accreditation by the NCCHC, ACA, and CALEA.

The following table summarizes our current accreditation status. We have provided detailed list of Wellpath accredited sites in **Section 8**. *Please note that this information is confidential and proprietary.*

Wellpath National Accreditations by the Numbers	
Accrediting Agency	Number of Facilities
NCCHC, ACA & CALEA (Triple Crown)	24
NCCHC & ACA	15
NCCHC Only	41
ACA Only	147
NCCHC & Joint Commission (JCAHO)	1
ACA & Joint Commission (JCAHO)	1
Joint Commission Only (JCAHO)	6
ACA & AAAHC	1
CARF	2
<b>TOTAL</b>	<b>238</b>

### 5.2.A. NCCHC and ACA Certification

Wellpath encourages our medical professionals to obtain certification through the NCCHC and ACA. Becoming a Certified Correctional Health Professional (CCHP) through the NCCHC and a Certified Correctional Nurse Manager (CCN-M) through the ACA offer immeasurable benefits. These certifications are steps toward increased knowledge, greater professional recognition, and identification as a leader in the complex and ever-changing field of correctional healthcare. Health professionals working in correctional settings face unique challenges, including working within strict security regulations, dealing with crowded facilities, and understanding the complex legal and public health considerations of providing care to incarcerated populations. Achieving professional certification ensures the skills to meet these challenges. Wellpath reimburses testing fees for employees receiving certification.

### 5.2.B. Obtaining First-time Accreditation

We understand Clark County Jail is not currently accredited as described in RFP Section IB1.L. Regardless, Wellpath will operate our program in accordance with NCCHC standards.

Wellpath has extensive experience achieving and maintaining NCCHC accreditation. If the County decides to obtain accreditation, Wellpath will begin preparing for accreditation by submitting to Clark County an action plan, timetable, assignments, and resource requirements in support of medical and mental health accreditation by the NCCHC. We will report and discuss progress toward accreditation goals at each MAC meeting. Wellpath staff will attend accreditation meetings and assist facility staff in preparing for the initial NCCHC survey. We will also assist with periodic internal compliance audits and maintain future ongoing accreditation.

For facilities where Wellpath was responsible for obtaining accreditation, the average length of time between the application and the first successful audit has been 12 months or less. Wellpath has also maintained accreditation at every site that received initial accreditation through another provider, participating in successful re-accreditation audits following the accrediting agency's audit cycle. We have obtained first-time accreditation at numerous client facilities, including:

NCCHC	ACA
San Luis Obispo County Jail, CA	Chesapeake Correctional Ctr, VA
Santa Barbara County Jail and Juvenile Hall, CA	Augusta-Richmond Charles B. Webster Det Ctr, GA
Sumter County Det Ctr, FL	Douglas County Correctional Ctr, NE
Milwaukee County Jail and HOC, WI	Elkhart County Corrections Center, IN
Newport News City Jail, VA	McHenry County Jail, IL
Pasco Sheriff's Office Det Center, FL	Western Virginia Regional Jail, VA
Waukesha County Jail, WI	Wyandotte County Juvenile Det Center, KS
Fresno County Main Jail and Juvenile Justice Campus, CA	Hudson County Correctional and Rehabilitation Ctr, NJ
NCCHC and ACA	
New Hanover County Det Facility, NC	Durham County Det Facility, NC
Shelby County Jail and Jail East, TN	

## 5.3 Required Services

Wellpath has prepared the following sections to address the general service requirements outlined within RFP Section 1B.

### 5.3.A. Administrative

Wellpath will understand the administrative requirements outlined in Section IB1.A of the RFP. We request the opportunity to further discuss and negotiate staffing credits.

### 5.3.B. Personnel

Wellpath will maintain a dedicated on-site administrative organization, sufficient in number as determined in Section IB1.A and throughout the RFP. The following subsections address number 16 of Section IB1.A of the RFP.

#### 5.3.B.1 Qualifications Screening

Wellpath will only recruit, and interview candidates licensed in Washington State and qualified to provide professional medical, mental health, dental or pharmaceutical coverage. Our recruiters pre-screen candidates by phone or in person to confirm they have the necessary technical skills and knowledge for the position.

Wellpath performs primary source verification of credentials and licensure concurrently during the interviewing and screening process. We select the best candidates based on qualifications and credentials, experience, references, interview results, and other information. Using competency-based behavioral interview questions and partnering with our clinical and operational specialists enables us to make informed hiring decisions.

### 5.3.B.2 Employment Candidates

Wellpath understands that initial and continued employment is subject to approval from the Sheriff's Office. Before an offer of employment is extended to a candidate, Wellpath will schedule an interview with the Jail medical liaison or designee. Wellpath personnel will meet the minimum requirements established by the Sheriff's Office, the ACA and NCCHC.

### 5.3.B.3 Continuing Education

#### NCCHC Standard J-C-03

Wellpath offers ongoing professional development and training opportunities and will work with Clark County to ensure on-site personnel receive corrections-specific training opportunities. We offer both in-house and community opportunities for continuing education programs specific to correctional healthcare. By encouraging our employees to take advantage of these opportunities, we are building a strong, professional staff equipped to meet our clients' diverse needs.

While employees are ultimately responsible for their development, we provide Wellpath team members the proper tools to build on their knowledge and further their success. We maintain a Continuing Nurse Education (CNE) provider license that allows us to offer continuing education credits to nursing personnel as an employee benefit. Employees can complete a variety of CNE modules focused on topics commonly seen in the corrections environment.



### ANCC Accreditation



**The Wellpath Nursing Education Unit is accredited as a nursing continuing professional development provider by the American Nurses Credentialing Center's (ANCC) Commission on Accreditation.** The ANCC accreditation program identifies organizations worldwide that show excellence in nursing continuing professional development. To be accredited, the Wellpath Nursing Education Unit had to pass a systematic, comprehensive peer review, meet the ANCC standards, and be confirmed by the Commission on Accreditation.



Accredited organizations use evidence-based criteria to plan, implement, and evaluate the highest quality nursing continuing professional development, improving nursing practice and patient outcomes. Nurses can apply training developed by the Wellpath Nursing Education Unit using ANCC criteria to meet certification or licensure requirements.

### 5.3.B.4 Prison Rape Elimination Act of 2003 (PREA)

Wellpath maintains a "zero tolerance" policy regarding rape or sexual abuse of detained individuals. We have an established policy for responding to allegations of such acts that requires prompt and appropriate mental health intervention in the event of a sexual assault to minimize medical and psychological trauma. We provide mental health assessments for individuals who have experienced sexual victimization or sexual aggression, in accordance with the Prison Rape Elimination Act of 2003 (PREA).

Wellpath complies with federal law, including the Prison Rape Elimination Act of 2003 (PREA). Our employees receive initial and annual training on the purpose and requirements of PREA. The training

explains the issues surrounding prison sexual assault, the importance of reporting incidents, and the level of involvement from other government agencies. Employees are tested on their knowledge of PREA and certified after demonstrating competency.

John E. Newby, DPM, Wellpath Regional Manager for the Connecticut Juvenile Judicial Branch, is a trained PREA Certified Auditor for the Bureau of Justice Assistance, giving us unique insight into PREA standards.



### **5.3.B.5 Background Screening**

Wellpath will cooperate fully with any investigation conducted by the Sheriff's Office. We will provide the name, date of birth, local address, social security number, and copy of the driver's license for all employment applicants. Wellpath also conducts a background investigation as a part of the application process. All proposed Wellpath staff, including any subcontractors, will be subject to a criminal records check, fingerprinting, and a forensic panel drug screen before employment. All screened applicants must visit the MJ, JWC or Juvenile Detention Facility before a formal decision of employment.

### **5.3.B.6 Workplace Policy**

While working in Clark County facilities, Wellpath personnel will be held to the same workplace standards as county employees. Including harassment, alcohol and drug-free workplace, violence in the workplace, and all security rules, regulations, and procedures.

Wellpath will exercise security measures consistent with the MJ, JWC, or Juvenile Detention Facility's rules, regulations, policies, and procedures. Healthcare personnel must follow the same security regulations as other facility employees. We will collaborate with Clark County to ensure that security regulations are maintained without compromising access to care. Wellpath's new employee orientation will include training on security and contraband regulation, as well as operations specific to the MJ, JWC, or Juvenile Detention Facility. We will also train our staff on security classification and other security concerns as appropriate.

### **5.3.B.7 Personnel Files**

Once on-site personnel are selected, Wellpath will provide facility administration with applicable certification and licensing information. Before employment, Wellpath will provide copies of background and credentialing information for professional staff, including appropriate licenses, proof of professional certification, Drug Enforcement Administration (DEA) numbers, malpractice insurance coverage, evaluations, position responsibilities, and current resumes.

We will maintain personnel files of Wellpath and any contract employees assigned to the MJ, JWC, or Juvenile Detention Facility at the Home Office and on site. Facility administration will have access to these files, which include copies of current registration or verification certificates for licensed practitioners. Wellpath will provide updated data and other relevant information on request.

### **5.3.B.8 Employee Benefits Program**

Wellpath offers a comprehensive, flexible benefits program that focuses on health and well-being. New hires, transitioning employees, and current staff can sign up for Wellpath benefits through our online and mobile enrollment system, which streamlines communications, education, forms, and all other benefit-related options. They also have the option of calling our Benefits Service Center to speak with

someone who can answer questions and help them enroll. We will provide **full benefits on day one** for employees who qualify in their current position.

Wellpath offers three medical plan options with a robust pharmacy program, two dental plan options, vision, and company-paid life insurance, as well as additional insurance options for employees, spouses, and children. We also offer short-term and long-term disability plans to offset income loss in case of an emergency, as well as various supplemental insurance programs that pay staff directly for illness or accidental injury. Additionally, we offer a wellness program that encourages employees to take steps toward healthier lifestyles.

Wellpath's medical plans include a telehealth program offering 24/7 access to a physician via phone, tablet, or computer. Services such as mental health, nutrition, lactation support, and psychiatry are also available with a nominal co-pay.

Affordability is a top priority for all Wellpath benefit programs. We work closely with our vendors to ensure that we provide competitive benefits at affordable rates, and **we subsidize a larger portion of the total cost of healthcare** for staff with lower income. We also offer a health savings account option with an annual employer contribution that allows employees to make pre-tax contributions to pay for doctor's visits, medications, and other health services.

Financial wellness is another important aspect of retention. Wellpath offers a traditional 401k with a discretionary company match, a Roth IRA, and a college tuition reimbursement program.

Wellpath offers a competitive paid-time-off program based on years of service, as well as paid holidays throughout the year. Our benefits programs are summarized in the following table.

Wellpath Benefits Summary		
Benefit	Eligibility	Amount/Coverage
<b>Paid Time Off</b>	Accrual begins immediately; eligible for use after 90 days of employment	Year one = 15 days
<b>Holidays</b>	Immediately eligible	Seven company-paid holidays per year, plus two floating holidays
<b>Pregnancy Disability Leave</b>	Full-time employees who have one year of completed service and have received medical certification under FMLA	Up to two weeks of paid leave during pregnancy or after giving birth
<b>Military Leave</b>	Immediately	Two weeks paid per year/difference between military pay and base salary
<b>Funeral Leave</b>	Immediately	The company pays for three days off for immediate family member
<b>Jury Leave</b>	Immediately	The company pays the difference between jury pay and regular pay if scheduled workdays are missed
<b>FMLA/LOA</b>	Service date with prior company drives FMLA date; also offer a 30-day personal leave of absence	Up to 12 weeks in a rolling 12-month period for FMLA

Wellpath Benefits Summary		
Benefit	Eligibility	Amount/Coverage
<b>Long-Term Disability</b>	Immediately (see probation period); pre-ex applies	Pays 60% of monthly salary up to \$20,000; benefits begin 180 days after covered injury or sickness
<b>Short-Term Disability</b>	Immediately (see probation period); pre-ex applies	Pays 60% of weekly salary up to \$2500; benefits begin after eight days of injury or sickness
<b>Medical/Health Insurance</b>	Immediately for retained employees during an acquisition	Multiple options through Aetna and Health Cost Solutions such as PPO, HSA, and HMO (in some locations) plans; provided for employees and dependents
<b>Prescription Benefits</b>	Immediately for retained employees during an acquisition	Retail and mail order pharmacy benefits
<b>Dental Insurance</b>	Immediately for retained employees during an acquisition	Two dental options; provided for employees and dependents
<b>Vision Insurance</b>	Immediately for retained employees during an acquisition	Comprehensive vision; provided for employees and dependents
<b>Basic Life and AD&amp;D</b>	Immediately for retained employees during an acquisition	1x annual salary up to \$500,000
<b>Voluntary Life</b>	Immediately for retained employees during an acquisition	Option to elect up to 5x annual salary up to \$1,000,000
<b>Family Life</b>	Immediately for retained employees during an acquisition	Available with Voluntary Life; benefit cannot exceed 50% of coverage; spouse benefit in \$5,000 increments up to \$250,000; a dependent benefit of \$10,000
<b>Tuition Assistance</b>	After six months of service	The company pays up to \$2,000 in rolling 12 months
<b>Employee Assistance Program</b>	Available immediately	Provides up to three in-person visits and numerous other resources
<b>Other Benefits</b>		1) Flex plan for health and dependent care reimbursement; 2) Legal and Identity Theft Program; 3) Critical Illness, accident, and hospital indemnity
<b>Retirement/Pension, 401k, Employer Contribution</b>	Eligibility is first of the month after 60 days employment; team members automatically enrolled at 2% of base pay unless they elect otherwise	Traditional 401k plan or Roth 401k through Prudential

### 5.3.B.9 Staffing Levels

#### NCCHC Standard J-C-07

Wellpath acknowledges the requirement to credit Clark County the full value of service hours not provided by classification based on 13 weeks as contained in the staffing plan. Wellpath feels strongly that the financial and clinical risk of *not* staffing a position is significant, and our strong litigation history validates this approach. Wellpath will staff the MJ, JWC and Juvenile Detention Facility appropriately to ensure the timely provision of healthcare as required by the RFP. We will continuously track medical services workloads to determine whether a revised staffing plan would improve patient care efficiencies while creating cost savings for Clark County. Staffing schedules may be modified with mutual agreement



and written consent between Wellpath and Clark County. Wellpath requests the opportunity to discuss, clarify, and negotiate staffing reimbursement parameters.

### 5.3.B.10 Staffing Coverage

#### NCCHC Standard J-C-07

Wellpath will ensure the same staff category coverage during periods of planned or unplanned absence. The Wellpath staffing plan and relief factor calculations will ensure adequate coverage for holidays, weekends, vacation and sick days, emergencies, and any other extenuating circumstances that may arise. We will use part-time and per diem personnel to provide coverage for scheduled absences and to supplement full-time staffing needs.

Wellpath will maintain a PRN (per diem) pool to ensure the availability of backfill and relief coverage when needed. PRN pool employees are staff members committed to several shifts per month and open to working when full-time staff members are absent. Our PRN staff will complete orientation and ongoing training consistent with our full-time team members to ensure they are capable and ready to provide continuity of services. We select PRN employees based on the requirement that they work a sufficient number of shifts to be familiar with the current policies and procedures.

### 5.3.C. Schedules

#### NCCHC Standard J-C-07

Wellpath's staffing plan meets the RFP scheduled requirements listed in RFP section 1B1.C. Wellpath will staff the Clark County Facilities appropriately to ensure the timely provision of healthcare as required by the RFP. Staffing schedules may be modified with mutual agreement and written consent between Wellpath and Clark County.

#### 5.3.C.1 Staffing Plan

##### NCCHC Standard J-C-07

Wellpath has developed a comprehensive staffing plan for the Clark County Sheriff's Office facilities based on the requirements of the RFP, a review of the current staffing levels, the information provided during the pre-bid tour, our expertise in facilities of similar size and scope, an understanding of the programs of importance in Clark County, and our desire to uncover cost savings and efficiencies for Clark County.

The Wellpath staffing plan provides comprehensive medical, mental health and programming services for inmates 24 hours per day, seven days per week every day of the year. These services are provided through on-site and on-call coverage by licensed Medical Providers and Mental Health Professionals. Wellpath will provide properly trained personnel to ensure a continuity of care that meets State and Federal laws, and correctional community standards for health care as per NCCHC and PREA guidelines.

The Wellpath proposed staffing takes into consideration the daily operational nuances impacting the provision of care, specific needs of the inmate population, capabilities of the on-site staff, details of your physical plant, and a recommended level of providers to efficiently and cost effectively perform all

necessary duties and functions in accordance with national standards. We look forward to an opportunity to discuss our plan in detail and make any needed adjustments as the program and our understanding of the services available to your inmate population evolves.

Professionals who are fully qualified and appropriately licensed, certified, or registered in the State of Washington will provide medical, dental, and mental health services. All positions in our staffing plan will work within their scope of practice, directed by job descriptions that include qualifications and specific duties and responsibilities.

**Wellpath’s vision for the program at Clark County Sheriff’s Office differs from the staffing recommendations in the RFP.** If given a chance to have further discussion with the County, we can design a program that will provide a cost-efficient, comprehensive healthcare program while providing exceptional healthcare services to the patient population.

Our proposed changes to the recommended staffing listed in the RFP are illustrated below along with our rationale. Due to the page restriction outlined in the RFP, we have not included the RFP recommended staffing matrices in our proposal. We welcome the opportunity to potentially identify efficiencies as our knowledge of your program increases.

Staffing Rationale – Main Jail				
Position	RFP Suggested	Proposed	Variance	Rationale
Health Services Administrator	1.00	1.00	-	-
Medical Director	0.175	0.20	0.025	Wellpath proposes a minimal increase in Medical Director hours at the Main Jail, which is reflected in the decrease at the Juvenile Facility.
Mid-level provider (NP/PA)	1.00	0.95	(0.05)	The minimal decrease in Mid-Level provider coverage allows for coverage more in line with our core ratios. The medical program will be supported by 24/7/365 on-call coverage and staff will have access to telehealth services for clinical issues that arise when a provider is not on site.
Director of Nursing	1.00	1.00	-	-
Licensed Practical Nurse (Intake)	4.20	4.20	-	-
Registered Nurse* (MAT Dosing) (Shared position with Juv Clinic RN)	-	0.70	0.70	The addition of a MAT Dosing RN to conduct MAT medication administration, documentation, and medication compliance. The MAT medication administration process can be timely, allocating one staff specifically assigned to MAT Dosing allows other nursing staff to focus on their assigned responsibilities and tasks.
Registered Nurse (Clinic)	4.20	4.20	-	-

Staffing Rationale – Main Jail				
Position	RFP Suggested	Proposed	Variance	Rationale
Licensed Practical Nurse (Clinic)	4.20	4.20	-	-
Administrative Assistant	1.00	1.00	-	-
Medical Records Clerk	1.00	1.00	-	-
Mental Health Coordinator	-	1.00	1.00	Wellpath proposes designating one MHP as the Mental Health Coordinator to provide oversight to the mental health professionals and mental health programming and services.
Mental Health Professional	2.40	2.00	(0.40)	The minimal decrease in MHP coverage is reflected in the addition of the Mental Health Coordinator. Our staffing plan for MHPs will provide MH services 7 days per week, until 7 pm.
Psychiatrist	0.05	0.05	-	-
Psych NP	0.975	0.975	-	-
Dentist	0.20	0.20	-	-
Dental Assistant	0.20	0.20	-	-
<b>Total FTE:</b>	<b>21.60</b>	<b>22.875</b>	<b>1.275</b>	-

\*RN MAT Dosing Nurse coverage will be removed should the county desire to proceed with the Licensed MAT OTP program staffing.

Staffing Rationale – Juvenile Facility				
Position	RFP Suggested	Proposed	Variance	Rationale
Medical Director	0.025	-	(0.025)	Wellpath proposes eliminating the Medical Director hours at the Juvenile Facility due to the proximity of the Main Jail. The Medical Director at the Main Jail will provide oversight of the Juvenile Facility.
Mid-level Provider (NP/PA)	0.125	0.050	(0.075)	Mid-level Provider time is decreased to provide coverage in line with our core ratios of 3.5 hours for 100 patients.
Psych NP	0.025	0.025	-	-
Registered Nurse (Clinic) (Shared position with MJ Registered Nurse (MAT Dosing))	1.05	0.70	(0.35)	Clinic RN hours are decreased due to the population size and proximity to the Main Jail which will provide the option to dispatch nursing staff should the need arise outside of staffed hours.
<b>Total FTE:</b>	<b>1.225</b>	<b>0.775</b>	<b>(0.45)</b>	-

Staffing Rationale – Jail Work Center				
Position	RFP Suggested	Proposed	Variance	Rationale
Registered Nurse (Clinic)	4.20	-	(4.20)	Wellpath proposes utilizing LPNs to provide care at the Jail Work Center due to the lower acuity of the patient housed at this facility.
Licensed Practical Nurse (Clinic)	-	4.20	4.20	See above response
<b>Total FTE:</b>	<b>4.20</b>	<b>4.20</b>	<b>-</b>	<b>-</b>

### 5.3.C.2 On-Call Services

Wellpath understands the need for on-site staff to be supported by providers and administrative personnel during off hours. A combination of the following positions will be on call 24/7/365 for the CCSO facilities:

- HSA or DON
- Physician or Mid-level Provider
- Psychiatrist or Psychiatric Nurse Practitioner
- Mental Health Professional

### 5.3.C.3 Proposed Staffing Plan

Our proposed staffing plan for the CCSO facilities is provided on the following page(s). **We look forward to an opportunity to discuss our plan in detail and make any needed adjustments** as the program and our understanding of the services available to your inmate population evolves.

Main Jail									
Day Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk	FTEs
Health Services Administrator	8	8	8	8	8			40	1
Medical Director		4		4				8	0.2
Mid-Level Provider (NP/PA)	8	8	6	8	8			38	0.95
Director of Nursing	8	8	8	8	8			40	1
Licensed Practical Nurse (Intake)	12	12	12	12	12	12	12	84	2.1
Registered Nurse (MAT Dosing) *	4	4	4	4	4	4	4	28	0.7
Registered Nurse (Clinic)	12	12	12	12	12	12	12	84	2.1
Licensed Practical Nurse (Clinic)	12	12	12	12	12	12	12	84	2.1
Administrative Assistant	8	8	8	8	8			40	1
Medical Records Clerk	8	8	8	8	8			40	1
Mental Health Coordinator (8a-4p)	8	8	8	8	8			40	1
Mental Health Professional (9a-7p)	10	10	20	10	10	10	10	80	2
Psychiatrist			2					2	0.05
Psych Mid-Level	8	8	8	8	7			39	0.975
Dentist		8						8	0.2
Dental Assistant		8						8	0.2
<b>Total Hours/FTE - Day</b>								<b>663</b>	<b>16.575</b>
Night Shift									
Registered Nurse (Intake)	12	12	12	12	12	12	12	84	2.1
Registered Nurse (Clinic)	12	12	12	12	12	12	12	84	2.1
Licensed Practical Nurse (Clinic)	12	12	12	12	12	12	12	84	2.1
<b>Total Hours/FTE - Night</b>								<b>252</b>	<b>6.3</b>
Weekly Total									
<b>TOTAL HOURS/FTE - Per Week</b>								<b>915</b>	<b>22.875</b>

\*Shared position with Juvenile Registered Nurse (Clinic), should the county decide to proceed with the Licensed MAT OTP program staffing model, this position will be eliminated.

Juvenile Detention Facility									
Day Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk	FTEs
Mid-Level Provider (NP/PA)			2					2	0.05
Psych Mid-Level					1			1	0.025
Registered Nurse (Clinic) *	2	2	2	2	2	2	2	14	0.35
Total Hours/FTE - Day								<b>17</b>	<b>0.425</b>
Evening Shift									
Registered Nurse (Clinic) *	2	2	2	2	2	2	2	14	0.35
Total Hours/FTE - Evening								<b>14</b>	<b>0.35</b>
Weekly Total									
<b>TOTAL HOURS/FTE - Per Week</b>								<b>31</b>	<b>0.775</b>

\*Shared position with Main Jail Registered Nurse (MAT Dosing)

Jail Work Center									
Day Shift									
POSITION	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Hrs/Week	FTEs
Licensed Practical Nurse	12	12	12	12	12	12	12	84	2.1
Total Hours/FTE - Day								<b>84</b>	<b>2.1</b>
Night Shift									
Licensed Practical Nurse	12	12	12	12	12	12	12	84	2.1
Total Hours/FTE - Night								<b>84</b>	<b>2.1</b>
Weekly Total									
<b>TOTAL HOURS/FTE - Per Week</b>								<b>168</b>	<b>4.2</b>

### 5.3.C.4 Medication-Assisted Treatment (MAT) Opioid Treatment Program

Wellpath has also developed a staffing matrix for the provision of services required by the initiation of a Licensed Medication-Assisted Treatment (MAT) Opioid Treatment Program:

MAT OTP Staffing (Up to 50)									
Day Shift									
POSITION	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Hrs/Week	FTEs
Medical Director			2					2	0.05
Mid-Level Provider (NP/PA)	4	4		4				12	0.30
RN MAT Program Coordinator	8	8	8	8	8			40	1.00
RN Dosing (shared with Clinic RN Juv)	6	6	6	6	6	6	6	42	1.05
MAT MHP/SUDC	16	8	16	8	16	8	8	80	2.00
Discharge Planner (BA level)	8	8	8	8				32	0.80
<b>Total Hours/FTE - Day</b>								<b>208</b>	<b>5.2</b>
Weekly Total									
<b>TOTAL HOURS/FTE - Per Week</b>								<b>208</b>	<b>5.2</b>

### 5.3.D. Security

Wellpath personnel will exercise security measures consistent with the Sheriff's Office rules, regulations, policies, and procedures. Healthcare personnel will follow the same security regulations as other facility employees. We will collaborate with Clark County Sheriff's Office to ensure that security regulations are maintained without compromising access to care. Wellpath's personnel will receive security training as agreed upon and stipulated by the Sheriff's Office.

### 5.3.E. Referrals

#### Healthcare Specialist

Wellpath will make referral arrangements with specialists or agencies to treat patients with problems beyond the scope of services provided on-site.

Wellpath understands that prior review and authorization from the Sheriff's Office for non-urgent or non-emergent care is required. For more information about Specialty Care and Referrals, please see [Section 5.3.X](#) of this proposal.

#### Emergency Care

Wellpath will provide and cover expenses for all emergency care, including emergency transportation and referrals if the patient is not admitted to the hospital or out of the jail for 24 hours or less. Wellpath does not require prior authorization for emergent services. Medical personnel may make off-site emergency referrals based on established guidelines and their professional interpretation of a patient's need. Off-site medical services exceeding the scope of the initial emergent episode are not covered. Unrelated, non-emergent diagnostic services or treatment initiated in conjunction with an emergent event require prior authorization.

## Medicaid Coverage

Wellpath will make use of Clark County's agreement with Washington State's Health Care Authority to pursue Medicaid coverage.

### 5.3.F. Quality Assurance/Action Programs

#### NCCHC Standard J-A-06

Wellpath is dedicated to continuously improving our services and program offerings for our clients. Our policies and procedures, based on NCCHC and ACA standards, will ensure that patients receive quality, compliant healthcare. We will use proven performance monitoring techniques like our Continuous Quality Improvement (CQI) program, Medical Administration Committee (MAC), and peer reviews to evaluate our healthcare programs at the MJ, JWC, and Juvenile Detention Facility.

#### 5.3.F.1 Medical Education for Sheriff's Office Staff

##### NCCHC Standard J-C-04

Wellpath will train Sheriff's Office staff in medical issues including but not limited to CPR, first aid, and suicide prevention as requested. We routinely educate correctional staff on the importance of recognizing and responding to specific medical and mental health concerns.

Sheriff's Office staff play a vital role in healthcare delivery, especially since they are often the first to respond to problems. Wellpath offers training for Sheriff's Office staff on responding to potential emergencies, handling life-threatening situations, and their responsibility for the early detection of illness and injury.

Wellpath has developed a *Health Training for Correctional Officers Manual* that complies with the requirements of NCCHC Standard J-C-04. The manual is offered as a supplement to facility-provided education. It comprises 16 training modules addressing the essential information that Sheriff's Office staff must understand when presented with potentially urgent or emergent situations.

Each training module includes a topic-specific slideshow presentation, a curriculum outline for the presenter or trainer, and handouts for participants. Wellpath staff present training topics, which are based on our *7 Minutes to Save* Rapid Response Series and are designed to be presented in an average of 7-15 minutes.

Wellpath will schedule training sessions in coordination with the Sheriff's Office and the HSA, or their designee, will maintain documentation of completed training sessions. The frequency of training is typically based on accreditation standards and/or facility policy; however, we recommend a minimum of monthly training. We will collaborate with Clark County to develop additional training topics specific to the Main Jail as needed.



## In-Service Training

### NCCHC Standard J-C-03

Wellpath maintains a video library and other reference materials that facilities can use to build site-specific training programs. The Wellpath Organizational Development Department also offers self-study continuing education and training programs, which can be tailored to meet the specific needs of each facility. The self-study programs are available electronically and the Organizational Development Team is available for assistance as needed.

The self-study training programs build on the foundation established during the orientation process and meet professional and legal standards. For example, Wellpath ensures that all staff members are trained on PREA standards by providing education, testing their knowledge, and providing certification based on demonstrated competency. Suicide Prevention training is mandatory for Wellpath new employees during orientation and is required twice annually for all Wellpath employees and subcontractors.

The HSA will ensure that healthcare personnel receive regular training on topics specific to the Main Jail. Wellpath will identify new topics regularly through the CQI program. Additional training may be requested through a clinical training request submitted to the Regional Director of Operations. The HSA will maintain documentation of completed training in an individualized training record for each employee.

## 7 Minutes to Save

### NCCHC Standard J-B-05

Wellpath is mindful of the need to provide timely guidance and education to both healthcare and correctional staff. We developed our *7 Minutes to Save* campaign to present topics vital to the management of urgent and emergent issues encountered within a correctional setting, in **short, easy-to-comprehend training sessions**.



*7 Minutes to Save* is a Rapid Response Series designed to standardize our approach to trauma evaluation. The program addresses many topics, including suicide prevention, pregnancy, trauma, and optimized care for patients experiencing alcohol and drug withdrawal. Training topics for healthcare staff include:

- Alcohol & benzodiazepine withdrawal
- Altered mental status
- Chest pain
- Choking
- Head trauma
- Opioid overdose
- Opioid withdrawal
- Primary & secondary trauma survey
- Respiratory distress
- Seizures
- Serious abdominal pain
- Suicide risk reduction
- Triaging the surgical abdomen
- Use of force

The Wellpath clinical department has also developed a *7 Minutes to Save* rapid response series focused on patient care. The goal of the Patient Care Series is to equip clinicians with up-to-date information to guide their recommendations for diagnostic and therapeutic interventions. The training series

emphasizes intentional concern for patient needs based on the **STEEEP** principle, which dictates that patient care should be **S**afe, **T**imely, **E**ffective, **E**fficient, **E**quitable, and **P**atient-Centered:

- **Safe** – Avoids injuries to patients from the care that is intended to help them
- **Timely** – Reduces waits and delays for both those who receive care and those who give care
- **Effective** – Based on scientific knowledge, extended to all likely to benefit, while avoiding underuse and overuse
- **Efficient** – Avoids waste, including waste of equipment, supplies, ideas, and energy
- **Equitable** – Provides consistent quality, without regard to personal characteristics such as gender, ethnicity, geographic location, and socioeconomic status
- **Patient-centered** – Respects and responds to individual patient preferences, needs, and values, ensuring that patient values guide all clinical decisions

### 5.3.F.2 Wellpath CQI Program

The Wellpath CQI program ensures systems and programs provide superior healthcare services. The CQI program will ensure that clinical care delivery at the Main Jail meets or exceeds our high expectations and NCHC and ACA standards.

Within 90 days of contract implementation, Wellpath will develop a site-specific CQI plan based on the scope of care required at the Main Jail. The CQI plan will assess on-site and off-site healthcare services for quality, appropriateness, and continuity. We will coordinate with the Sheriff's Office to integrate our program with any quality assurance initiatives currently in place.



Upon transitioning the contract, our Home Office CQI team will conduct a series of one-hour monthly onboarding calls for on-site team members. On-site staff follow the Wellpath CQI calendar for program auditing and review. The CQI team is available to help on-site staff implement and coordinate the CQI plan.

### Scope of CQI Program

Wellpath's data-driven CQI program includes audits and medical chart reviews to ensure compliance with contract requirements and established performance measures. We will conduct CQI studies to ensure services at the MJ, JWC, and Juvenile Facility meet established minimum thresholds. We will monitor relevant areas for quality improvement, including accreditations, credentialing, environmental inspections, emergency drills, nursing, intake, medication management, special housing, and ancillary services.

### Routine CQI Studies

Routine CQI studies examine areas where overlap or hand-off occurs, as well as other problem-prone, high frequency/volume, and risk management processes, including but not limited to receiving screenings, screening and evaluation at health assessment, special needs, segregation, treatment planning, suicide prevention, medication administration, initiating medication at intake, as well as processes exclusive to the facility.

## Site-specific Studies

Wellpath will complete monthly CQI screens outlined in the CQI Calendar, plus at least one ad hoc screen each quarter to evaluate a site-specific issue presenting challenges. Examples of ad hoc screens include:

- Missed medication (investigative study)
- TB screening
- Health assessment (periodic)
- Grievances
- Communication with custody
- Initiating essential medications (return from the hospital)
- Prenatal and postpartum care (HEDIS and outcome study)
- Asthma outcome study

Site-specific studies examine a site-specific problem. Examples of how these studies can be accomplished include:

- Completing an existing study in DataTrak Web (DTW) out of order (in a month or quarter when it is not due)
- Modifying the Excel version of a study to meet specific site concerns or issues
- Create a new study to address a novel concern or issue
  - Complete the "Site-Specific Study" in DTW
  - Email or fax the study to your CQI program manager (if the original study is not entered in DTW)

Requirements will be adjusted if more frequent CQI meetings or additional studies are needed.

## Quality Improvement Committee

A multidisciplinary Quality Improvement (QI) Committee will direct CQI activities at the main Jail. The site Medical Director will lead the QI Committee, which will also include the HSA, site Safety Coordinator, Dentist, designated mental health representative, and appropriate Clark County representative(s). The QI Committee will be responsible for performing monitoring activities, discussing the results, and implementing corrective actions if needed.

The QI Committee will meet monthly to review significant issues and changes and discuss plans to improve processes or correct deficiencies. CQI activity records are confidential. Discussions, data collection, meeting minutes, problem monitoring, peer review, and information collected as a result of the CQI program are not for duplication or outside review.

### 5.3.F.3 Administrative Meetings and Reports

#### NCCCHC Standard J-A-04

Wellpath will facilitate monthly administrative meetings with the Sheriff's Office to evaluate statistics, program needs, problems, and coordination between correctional, medical, and mental health staff. We will continually communicate with the County administration on contract matters, such as project coordination, status meetings, and status reports.

Active, open, and honest communication is essential to sustaining a successful healthcare program and a strong partnership. The HSA will maintain open communication and effective working relationships with facility administration, Wellpath employees, correctional staff, contracted providers, and outside agencies. The HSA, as the liaison between healthcare and correctional staff, will lead multidisciplinary meetings to promote continued communication and cooperation between custody and care providers.

### 5.3.F.4 Medical Administration Committee

#### NCCHC Standard J-A-04

Wellpath will establish a Medical Administration Committee (MAC) to oversee healthcare functions at the Main Jail. The MAC will meet quarterly to assess the healthcare program, ensuring the continued availability of high-quality medical, dental, and mental health services. Wellpath will work closely with Clark County administration to coordinate MAC meetings, which will typically include:

- Health Services Administrator (HSA)
- Director of Nursing (DON)
- Medical Director
- Dentist
- Psychiatrist and/or mental health representative
- Designated Clark County representative(s)

Discussions will include monthly health services statistics by category of care, the current status of the healthcare program, costs of services, coordination between security and health services, and identified issues and program needs. The MAC will also review and categorize grievances to identify potential issues and to determine whether patterns exist or are developing. We will document meeting minutes, distribute them to attendees and Clark County administration, and maintain a copy for reference.

Wellpath will also provide monthly and quarterly reports on the clinical operation of the healthcare program, following NCCHC and ACA standards. We will regularly confer with Clark County on issues deemed appropriate, such as existing procedures and proposed procedural changes.

### 5.3.F.5 Weekly interdisciplinary team (IDT)

Wellpath will attend weekly interdisciplinary team (IDT) to discuss inmates of high liability or high risk.

### 5.3.G. Security of Detainee Files

Wellpath understands that the Sheriff's Office detainee files are confidential and will be available to Wellpath employees. These files will only be accessed as needed for duties related to the contract.

As healthcare provider to which HIPAA applies, we understand our responsibility to ensure that clinical and administrative staff understands their legal obligations under the statute and regulations. Accordingly, Wellpath has established the HIPAA Privacy and Security Policies and Procedures to avoid improper uses or disclosures of Protected Health Information. These policies identify when and how disclosure of Protected Health information may be made and how to initiate corrective action when necessary.

### **5.3.H. Public Information**

Wellpath understands that neither Wellpath nor the County can publish any findings based on data obtained from the operation of the contract without prior written consent of the other party, consistent with applicable public records/disclosure local, state, and federal statutes.

### **5.3.I. Liability**

Wellpath understands the requirement to assume responsibility for any liability arising from administering and delivering services to Clark County. We agree to indemnify the County for which result from the negligent or purposeful acts or omissions of Wellpath employees or agents, subject to comparative fault. Wellpath requests to negotiate more specific language with the County.

We will defend against all lawsuits and cover any appropriate, associated legal costs and settlements regarding claims under the contract. Wellpath carries adequate insurance for all necessary professional and malpractice liability claims.

Wellpath will not be responsible for failure to perform duties and responsibilities imposed by the contract due to occurrences beyond our control.

### **5.3.J. Notification of Deficiencies**

Wellpath understands the County's system of progressive disciplinary letters. We will respond to any Alert, Warning, or Notice of Intent to Take Action within 10 calendar days. The response will include a corrective action plan with timetables acceptable to the Sheriff's Office and Wellpath plans to remedy any pattern of problems or compliance issues raised in the letter.

### **5.3.K. Contract Monitor**

Wellpath has reviewed and understands the requirement to grant the County's contract monitor access to all medical records, statistical reports, quality assurance reviews, personnel files, personnel training records, databases, and attendance at quarterly CQI meetings, as the contract monitor deems necessary to fulfill his/her duty. Any information subject to attorney-client privilege, attorney work product, Patient Safety Work Product as defined by 42 U.S.C. 299b-21, trade secrets, confidential financial information (not including financial records related to the delivery of services pursuant to the contract), or employee benefits information cannot be made available to the Contract Monitor.

Wellpath has included \$85,000 annually to cover the expenses of the contract monitor in our price proposal. This service is shown on a separate line item of the budget.

### **5.3.L. Accreditation**

Wellpath understands Clark County Jail is not currently accredited as outlined in Section IB1.L of the RFP. We will not work toward accreditation unless directed by the Sheriff's Office. Wellpath will operate our program in accordance with NCCHC standards. If the County pursues accreditation in the future, the medical program will be audit ready.

### 5.3.M. Scope of Services

The comprehensive health care program Wellpath has designed for Clark County Jail, Jail Work Center, and Juvenile Detention Center meets the requirements outlined in Section IB1.M of the RFP. Our comprehensive health care program, policies and procedures, and clinical and nursing protocols will comply with all federal, state and local laws, statutes, and ordinances governing medical care service delivery and performance under the contract, in addition to all court orders and directives.

Wellpath will provide monthly statistical reports deemed necessary by the Sheriff's Office, such as treatments, sick call visits, grievances, timeliness of intake assessments, pharmaceuticals, etc. A consistent computer tracking system shall be used to collect data for actuary and statistical reasons.

#### Scope of Medical Care Services – JDC, Juvenile Facility

Wellpath manages combined adult and juvenile programs, as well as standalone juvenile programs, for many of our clients. We provide comprehensive medical and mental health services to incarcerated juveniles across the country. Our experience assessing and treating this young and developing population gives us the expertise to offer care unique to juveniles rather than treating them like adult offenders.

Many components of our healthcare programs share the same policies and procedures across both adult and juvenile facilities.

### 5.3.N. Receiving Screening

#### NCCHC Standard J-E-02

Wellpath staff will screen the detainee/juvenile on their arrival at the Main Jail or Juvenile Detention Center for emergent or urgent health needs. The Wellpath receiving screening emphasizes the identification, referral, and treatment of individuals with acute and chronic healthcare conditions, behavioral health disorders, suicide risk, withdrawal risk, and dental issues. We will also assess the need for medication, isolation, or close observation. The receiving screening will set the course for the patient's medical care throughout confinement. Early identification of problems using a systematic intake evaluation prevents more serious and costly problems from developing later.

Wellpath understands the importance of a timely and proper booking and admission screening process to promote individual and facility well-being. We will provide staffing to ensure timely evaluation of intake orders and stabilize patients with health issues as quickly as possible and initiate needed medications. We will allocate properly trained and authorized healthcare staff to conduct receiving screenings 24 hours a day, 7 days a week, including holidays.

Wellpath receiving screenings meet NCCHC and ACA standards.

#### Receiving Screening Tool

Wellpath's standardized, physician-approved receiving screening form guides the assessment, treatment, and referral of individuals admitted with healthcare needs. Wellpath nurses will use the screening results to determine the appropriate intervention. Healthcare staff will be trained by the responsible physician or designee in the early recognition of medical or mental health conditions

requiring clinical attention. Training will include how to complete the receiving screening form and when to contact medical staff to determine disposition.

Intake staff will document screenings electronically which will streamline the intake process and reduce paper transcription errors. It will also reduce transcription time, allowing intake nurses to focus on clinical functions.

The Wellpath Electronic Record Management Application (ERMA) will interface with your Jail Management System (JMS) by pulling demographic data when a new patient is booked, giving medical staff timely access to information. Re-admitted patients with previous medical or mental health history will be immediately identified, providing critical information to the intake nurse and the physician from an authorized computer connected to the internet. Data will also be immediately available on re-admitted patients.

### 5.3.N.1 Admission Deferrals

Admission to the Main Jail or the Juvenile Detention Facility will require clearance for serious, urgent, or emergent injuries or medical problems. Intake staff may identify arrestees whose clinical status requires urgent or emergent health services not available on site. In this case, the intake nurse will refer the arrestee to a local emergency room or approved hospital for care. The arrestee's subsequent admission to the Main Jail or the Juvenile Detention Facility will require written medical clearance from the hospital.

Reasons for admission deferrals include:

- Trauma/injury upon arrest
- Unconscious, semiconscious, or severe confusion
- Excessive bleeding
- Active convulsions
- Active labor
- Chest pain
- Respiratory distress

### 5.3.O. Intoxication and Withdrawal

#### NCCCHC Standard J-F-04

Wellpath will provide medically supervised withdrawal management services on site in accordance with applicable standards of treatment. Patients will undergo medical stabilization for withdrawal management to minimize the risk of adverse symptoms and the need for off-site treatment.

Wellpath will train healthcare and correctional staff to recognize the signs and symptoms of withdrawal and safely manage patients experiencing them. We will also provide correctional staff with Quick Facts for Intoxication and Withdrawal to help them quickly decide if medical intervention is needed.

Wellpath's Withdrawal Management Program and Policies incorporate the following:

- **Receiving screening** – Identifying of those at risk
- **Observation and monitoring** – Monitoring and assessment tools to ensure the necessary treatment as quickly as possible
- **Treatment** – Following American Society of Addiction Medicine (ASAM) national practice guidelines

### 5.3.O.1 Receiving Screening

Many individuals arrive at intake under the influence of drugs or alcohol requiring some degree of withdrawal treatment. Intake staff will ask all arrestees about types of substances used, time of last usage, frequency and amount of usage, length of time using, and side effects experienced during past withdrawals. In addition, we will collect a 12 panel urinalysis with fentanyl dip. Our standardized receiving screening form evaluates all arrestees for signs and symptoms of withdrawal or serious intoxication, including:

- Anxiety and agitation
- Disorientation
- Visual and auditory disturbances
- Nausea and headache
- Tremors
- Paroxysmal sweats
- Elevated pulse, respiratory rate, and blood pressure

Individuals who report alcohol and/or drug dependence or identified as being at risk for withdrawal will receive a more in-depth assessment. Wellpath staff will complete this assessment using the Addiction Research Foundation Clinical Institute Withdrawal Assessment for Alcohol – Revised (CIWA-Ar) and/or the Clinical Opioid Withdrawal Scale (COWS).

These evidence-based tools help nursing staff assess the severity of withdrawal symptoms based on the patient's behavior or responses to questions. Medical providers also use the CIWA-Ar/COWS tools to gauge how patients respond to medications administered to stabilize withdrawal symptoms.

Arrestees who have the potential of withdrawal from alcohol based on frequency, duration of drinking and history, or current experience of symptoms will be started on CIWA protocol and receive their first dose of Librium within four hours. If an individual is receiving medication-assisted treatment (MAT) in the community, healthcare staff will verify treatment and contact the MAT provider for orders. Arrestees who show signs of opioid withdrawal will be started on COWS protocol.

### 5.3.O.2 Observation and Monitoring

When a patient is considered a high risk for withdrawal, intake staff will contact the physician/mid-level provider on duty or on call to determine whether placement in observation is indicated. Healthcare staff will monitor patients at risk for withdrawal throughout the medical stabilization process.

Healthcare staff will monitor patients experiencing withdrawal from alcohol, opiates, or benzodiazepines for at least five days, or longer if deemed necessary by the provider. They will assess patients undergoing withdrawal monitoring three times daily and when requested by facility staff. Assessments will include CIWA/COWS checks to determine the level of withdrawal. Scores will be calculated at each assessment to determine appropriate patient intervention, as well as the success of treatment provided.

The assessment will also include a short mental health screen for thoughts of suicidality, hopelessness, or recent bad news. If a patient gives positive answers to any of these questions, healthcare staff will immediately notify mental health staff and place the patient on suicide watch. Wellpath takes this proactive approach since withdrawal is a risk factor for suicide and suicide attempts.



### 5.3.O.3 Electronic CIWA/COWS Checks

Wellpath staff can complete and document CIWA/COWS checks in ERMA using the Wellpath Point of Care Companion (POCC). The POCC allows healthcare staff to complete and document medication passes and “treatment passes” at the point of care. **Since implementing electronic CIWA/COWS protocols, we have reduced withdrawal-related critical care events by 50%.**



Wellpath staff can add an order for CIWA or COWS protocol in the patient profile in ERMA, automatically adding the required assessment schedule to the patient’s orders. It also creates a Treatment Administration Record (TAR) for documenting each ordered check or treatment.

During medication pass with the POCC, nursing staff can administer an initial CIWA/COWS assessment or a subsequent CIWA/COWS check. A screen with a med pass summary and treatment pass summary shows medications and protocols that must be administered at a specified date and time.

### Medication Pass and Treatment Pass Summaries in POCC

A Wellpath nurse can complete and document ordered protocol assessments at the point of care and administration of required medications during the treatment pass. The POCC will automatically calculate the patient’s CIWA/COWS score and identify further actions needed.

After the nurse returns to the medical unit, the medication pass data automatically synchronizes with ERMA and the completed protocol is added to the patient’s TAR. ERMA also shows the patient’s score trend from all CIWA/COWS checks.

### 5.3.O.4 Treatment

Wellpath has developed an order set for clinicians to use when managing and treating withdrawal symptoms. The order set is based on best practices for determining the medication to be used, starting dose, and dosing frequency. It establishes the minimum amount of medication needed to treat patients going through withdrawal, allowing for real-time use for most patients. If a patient does not respond as expected to the medication, the clinician will develop an individualized treatment plan.

### 5.3.O.5 Alcohol and Benzodiazepine Clinical Decision Support Tools

An individualized treatment plan for individuals at risk for alcohol or benzodiazepine withdrawal will be based on the physician’s assessment of the patient’s condition and may include pharmaceutical therapy. The Regional Medical Director will orient clinicians on effective management of care based on specific criteria.

### 5.3.O.6 Opioid Use Disorder Clinical Decision Support Tools

Patients who are at risk for opioid withdrawal are typically identified during the receiving screening. Opioid withdrawal has significant clinical implications that can lead to an unstable clinical condition for many patients, including those who are pregnant, aged, have multiple co-morbidities, or are otherwise fragile. Wellpath staff will place all patients at risk of opioid withdrawal on COWS protocol and will monitor them three times daily for a minimum of five days.

Opioid-dependent pregnant patients receiving medication-assisted treatment (MAT) in the community will have their medications continued. Wellpath encourages pregnant patients to continue MAT already

in progress, as opioid withdrawal can have an adverse impact on the fetus. Opioid-dependent pregnant patients will never be required to go through withdrawal. All opioid-dependent pregnant patients will be offered either methadone (through a community provider) or buprenorphine and will be monitored and cared for closely, regardless of weeks of gestation.

If a patient is opiate-dependent and *not* pregnant, withdrawal management will be based on clinical stabilization, which may require the use of symptom management medications such as acetaminophen, ibuprofen, and loperamide hydrochloride (Imodium). Some patients may also benefit from the use of a mu-opioid agonist, such as buprenorphine, for better symptom control.

Wellpath supports the use of a minimum five-day buprenorphine taper (typically within 24-72 hours of admittance depending on drug of use/addiction). When a patient reaches a COWS score of 8 or greater, this indicates mild withdrawal symptoms; healthcare staff will notify a DEA-X waived Wellpath provider, who may order the buprenorphine taper. This low dosage of medication helps control symptoms and prevent withdrawal. Other benefits to buprenorphine include a reduction of poor outcomes, enhancement of patient cooperation, reduction of other sick call complaints, and decrease of suicide rates. The buprenorphine taper can be used to accomplish medical stabilization but can also be used as a bridge to a maintenance dose for facilities offering MAT.

### 5.3.O.7 Narcan Use for Possible Opiate Overdose

Wellpath stocks Narcan (naloxone) in emergency response kits at our client facilities as allowed by state law. We train our nurses to administer Narcan when a patient is suspected of having an opioid overdose. It is our policy that patients found unresponsive with unknown cause, or pulseless or apneic, should be given Narcan as part of the resuscitative process.

Wellpath empowers nurses to use Narcan to save lives. Since we started using Narcan in 2015, **our staff have saved more than 1,830 patients from overdosing.**

### 5.3.O.8 Medication-Assisted Treatment (MAT)

#### NCCHC Standard J-F-04

Wellpath aims to provide a consistent, reliable continuum of care for patients suffering from substance use disorder (SUD) throughout their incarceration experience and beyond. We strive for a world where fewer lives are lost, addiction is treated as a disease rather than a criminal activity, and access to successful treatment is available to the millions of Americans whose lives are affected by addiction.

Wellpath works to meet this goal by working with our correctional partners to allow us to continue medication-assisted treatment (MAT) for patients who were receiving treatment in the community before their arrest. We also aspire to induct new patients into treatment while they are incarcerated. We know if we can stabilize someone's addiction while they are incarcerated, the likelihood of community follow-up increases and the risk of overdose death following release decreases.

MAT includes the use of FDA-approved medications, in combination with counseling and behavioral therapies, to treat substance use disorders as a medical disorder. There are three FDA-approved chronic care medications used to treat OUD—methadone, buprenorphine, and naltrexone:

## MAT is More Than Just Methadone

**MAT Therapies wrap counseling, behavioral health, and other services around medication regimens designed to fight physical symptoms and cravings.**

	 <b>Methadone</b>	 <b>Suboxone</b>	 <b>Naltrexone/Vivitrol</b>
Primary Reasons and Effects of Treatment	<ul style="list-style-type: none"> <li>"Full agonist" opioid with side effects including overdose potential</li> <li>Satisfies cravings but does not create euphoria or intoxication</li> <li>Primary indicators of methadone treatment are high risk of resuming illicit drug use or need for daily monitoring of patient</li> </ul>	<ul style="list-style-type: none"> <li>"Partial agonist" – binds preferentially to the opioid receptors of the brain to relieve cravings and withdrawal symptoms.</li> <li>Exhibits a "ceiling effect" – very difficult to consume enough to become euphoric, intoxicated, or in opioid overdose</li> <li>Gaining momentum as the <b>primary</b> option for treatment among both providers and patients</li> <li>Suboxone (buprenorphine) often prescribed alone or in combination with naloxone</li> </ul>	<ul style="list-style-type: none"> <li>Blocks opioids from activating receptors, neutralizing their effect</li> <li>Does not treat cravings or symptoms of withdrawal, although patients on 28-day injectable Vivitrol has been shown to reduce cravings</li> <li>Not an opioid, thus non-addictive and non-intoxicating</li> <li>Generally prescribed as injectable for patients with strong social support structure</li> </ul>
Who can Prescribe?	<ul style="list-style-type: none"> <li>Administered only through a licensed Opioid Treatment Program (OTP), which are regulated at the state and federal level</li> </ul>	<ul style="list-style-type: none"> <li>DATA 2000-waivered providers with a DEA "X" license: MDs, NPs, and PAs can prescribe with a waiver</li> <li>New regulations have expanded to include nurse midwives and anesthetists (CNM/CRNA) until 2023</li> </ul>	<ul style="list-style-type: none"> <li>Any provider with ability to prescribe drugs – no special waivers or treatment centers required as it is not a controlled substance</li> </ul>

Pre-2002

Present-Day/New Therapies for MAT

Wellpath uses these medications in conjunction with other strategies and services to support recovery for people with OUD. We employ all three medications in multiple facilities across the United States in our campaign to impact the current opioid epidemic. The selected treatment for opioid-dependent patients is typically geared toward the availability for continuity of care upon discharge to the community.

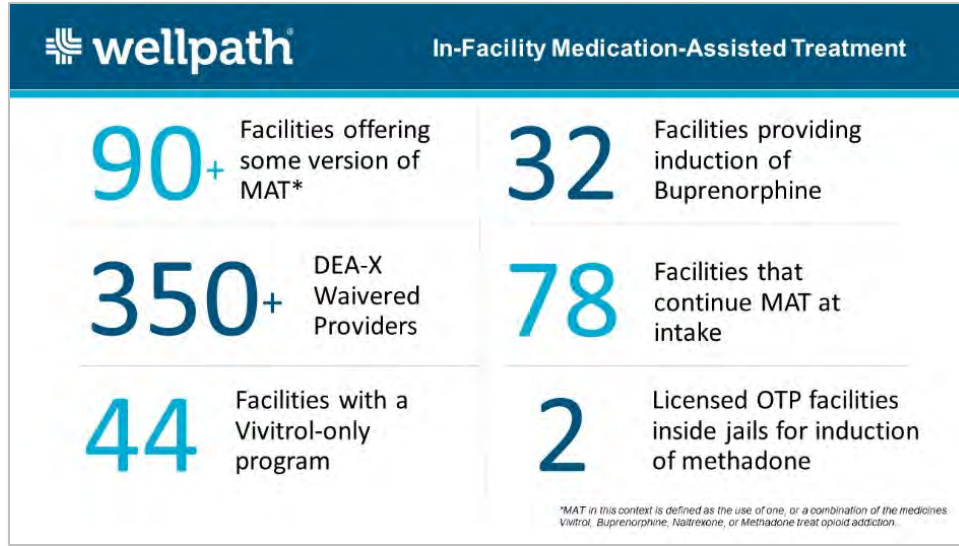
### Wellpath's MAT Experience

Wellpath is a leader in MAT programs for addiction treatment and recovery within correctional facilities. We have been assisting our local government and our state clients with MAT since 2016.

Wellpath currently provides MAT in **more than 90 correctional facilities**, with many more programs in development. Our team includes **more than 400 providers with DEA-X waivers**, plus more than a dozen Board Certified Addiction Specialists, many of whom have presented nationally on MAT.



Wellpath is passionate about the benefits of MAT. The following graphic summarizes our current MAT programs:



Of the 90 MAT programs Wellpath currently manages, two are fully licensed jail-based Opioid Treatment Programs (OTPs), which dispense methadone on site: in Alameda County, California and Essex County, Massachusetts. Each program meets industry standards in addition to federal (Drug Enforcement Administration), state, and local laws and regulations. [Our OTP for Alameda County is accredited by the NCCHC.](#)



### Wellpath's MAT Program

Wellpath has a dedicated MAT program for local detention facilities led by Vice President of Operations for MAT, Justice-Involved, Stephanie Ruckman, DNP, FNP-BC, MBA, CCHP and a multidisciplinary MAT Implementation Team help clients understand the challenges associated with operating a MAT program and educate them on various available options based on their clinical workflows, staffing, counseling capabilities, costs, and other considerations. Wellpath has the experience with various types of MAT programs to include programs 100% run by Wellpath staff as well as programs where care is coordinated with outside partners.



### Induction

Patients are screened and further evaluated to see if they meet the criteria for OUD. Wellpath staff discuss the various treatment options with the patient and begin re-entry planning to ensure patients have resources available to continue treatment after release.

The Wellpath MAT program includes four treatment protocols: buprenorphine, methadone, naltrexone, and/or abstinence. All offerings include mental health services to include group and individual counseling. Wellpath uses multiple factors to determine the best course of treatment: the patient's addiction history, resources for medication availability after discharge, relapse on previous medications, and commitment to recovery. Patients who select MAT are started on medication and seen daily and/or weekly until the medication dosage is stabilized. Once the dosage is stabilized, the patient transitions to our routine chronic care provider schedule.

## Diversion

All participants in our MAT programs sign consents for participation and are educated on participation expectations with medical and mental health staff, as well as behavior expected with medication pass. Wellpath works to provide a very structured medication pass to ensure a safe, diversion-free medication pass. This requires teamwork of both medical and correctional staff. We understand when these medications are not properly handled and controlled, diversion issues can happen in a facility. Based on our expertise and time in the industry, we have developed an effective plan for medication pass.

We encourage all of our sites to have MAT medication pass occur separately from other medication passes in the medical area or in another secure location away from the eyes of the general population. All participants have a mouth check prior to receiving medication, then a swish and a swallow of water. A buprenorphine tablet is then crushed and placed under the tongue. The patient must remain observed for 10 minutes while the medication dissolves. The patient then drinks a larger glass of water, has another mouth check, and returns to the housing unit. Wellpath recommends the use of buprenorphine tablets because they are harder to divert and they are more cost effective. However, if Clark County prefers to use Suboxone strips, we will support this process using the same methods of observation while the medication dissolves.

We realize our patient population is very smart and creative and we continually adapt our practices to meet new challenges. We have also found in our facilities where MAT is readily available through medical and patients who need treatment are receiving treatment, diversion attempts go down. This has been the case in our statewide MAT program for the Maine DOC, whose program has grown to the point that they are able to offer MAT to anyone who is eligible and interested. With diversion literally non-existent, they are now able to pass medications in the routine medication line without extra observation time or security.

### 5.3.P. Health Appraisal

#### NCCCHC Standard J-E-04

Wellpath staff will conduct a comprehensive health assessment, including a complete medical history and physical examination, for patients within their first seven (7) calendar days in custody. This also allows us to identify medical needs or conditions not disclosed by the patient during intake, and to initiate timely and appropriate treatment in an effort to avoid a later need for emergent treatment or hospitalization. Wellpath staff will document patients who refuse physicals and their reasons for refusal.

A physician, a mid-level provider, or a properly trained registered nurse (RN) will conduct the health assessment following local regulations. Before performing health assessments, RNs must complete physical exam training provided or approved by the responsible physician or designee. The RN also must pass a written test and successfully demonstrate an exam for the physician, who will sign off on the RN's competency to complete assessments. The training will be documented in the RN's training record and repeated annually.

A Wellpath physician will review, sign, and date assessments completed by an RN and abnormal assessments completed by a mid-level provider. A physician or mid-level provider will review abnormal health assessment results for disposition.

The comprehensive health assessment will minimally include:

- Review receiving/intake screening
- Record vital signs, height, and weight
- Review immunization history; initiate needed immunizations and therapy
- PPD test for tuberculosis (if not previously administered)
- Laboratory and/or diagnostic tests as required
- Vision and hearing screenings
- Physical examination (including breast, rectal, and testicular exams based on patient gender, age, and risk factors)
- Pap testing for female patients as medically indicated
- Oral screening and hygiene education
- Mental health assessment, including suicide potential and psychiatric screenings
- Review health history; gather additional data needed to complete the medical, dental, and mental health histories
- Document allergies
- Other tests and examinations as appropriate (e.g., diagnostic panel, urinalysis, EKG, etc.)

The healthcare professional conducting the assessment will record findings on an approved form, which will also include the individual's title and signature, as well as the date and time of the assessment. The health assessment will become part of the patient's permanent medical record. Health assessments will be documented electronically.

### 5.3.Q. Non-English Speaking Inmates

#### NCCHC Standard J-E-01

Wellpath will remove communication barriers between healthcare staff and patients, including those with non-English-speaking and hearing-impaired patients. Our purpose is to promote health equity by ensuring that our healthcare programs meet National Culturally and Linguistically Appropriate Services (CLAS) standards, as well as NCCHC standards.

#### *LanguageLine*

Wellpath has an agreement with [LanguageLine Solutions](#) to aid in the provision of services for limited- or non-English speaking and culturally diverse patients. LanguageLine provides over-the-phone interpretation and document translation services for more than 240 languages. Wellpath staff are trained to use LanguageLine to assist limited and non-English speaking patients.

### 5.3.R. Periodic Health Appraisals

#### NCCHC Standard J-B-03

Wellpath will provide comprehensive annual physicals (including dental and vision) for patients incarcerated for prolonged periods to manage existing conditions and identify new conditions or illnesses that may have developed. This [managed care approach](#) allows us to keep down costs for medical services while improving the overall health of our patients.

We will conduct health maintenance exams for long-term patients on the anniversary of their incarceration. Health maintenance exams will be repeated at reasonable intervals thereafter as determined by the treating physician based on the age, gender, and health of the patient. The responsible physician will determine the specific components of the examination based on the current community standard of care.

### **5.3.S. Non-Emergency Health Care Requests and Services**

Wellpath will conduct sick call according to NCCHC standards for jail facilities. A registered nurse, midlevel practitioner or physician will conduct the sick call clinics. In conducting these clinics, health care staff will utilize triage protocols and ensure all appropriate follow-up care is provided. Oral or written requests for care will be received daily and triaged within 24 hours. Wellpath personnel will see all patients within 48 hours (72 hours for weekends or holidays) of their submission of a request for health services – sooner if the situation warrants.

Wellpath understands there is a co-pay program in place for the jail facility and no co-pay for the juvenile detention center. We will comply with recommendations and findings of the local or state auditor as related to the administration of the inmate co-pay system. Patients will not be denied care for the inability to pay.

Intake staff will advise arrestees of their right to access care and the process for requesting healthcare services. We will communicate this information verbally and in writing in a language the arrestee understands. We will ensure that arrestees who do not speak English understand how to obtain healthcare.

Patients will have access to sick call request forms that meet all standards and guidelines. Sheriff's Office staff can also refer patients if they have concerns for their health status. We will record all medical complaints, along with a recommended intervention and referral as appropriate.

Patients will have unimpeded access to routine and emergency care at all times regardless of their location, custody level, or status. If a patient is unable to attend a sick call session due to custody status (e.g., restricted housing) or as a result of physical condition, we will conduct sick call services at the patient's cell.

Healthcare services will comply with state and federal privacy mandates. We understand the importance of decentralized services for minimizing inmate movement, so we will conduct sick call services and nursing encounters in housing units to the fullest extent possible.

### **Triage and Follow-up**

A responsible triage and sick call program is one of several critical operating systems for ensuring appropriate and timely care of patients with onset of acute or semi-chronic symptoms, other than those requiring emergency care. The Wellpath sick call process will ensure that patients have access to medically necessary healthcare services. A combination of nurses, mid-level providers, and physicians will provide sick call services as defined within their scope of practice. We will allocate sufficient healthcare staff for the sick call process to allow patients to be seen in a timely manner according to NCCHC and ACA standards.

## Nurse Triage and Follow-up

Registered Nurses will conduct sick call triage seven days a week, including holidays. Following the collection of healthcare request forms each day, a nurse will review and prioritize sick call requests. Patients will receive a face-to-face consultation at the next scheduled nurse sick call, which will also take place seven days a week per NCCHC standards.

The sick call nurse will assign each sick call request a disposition of emergent, urgent, or routine. Patients will be seen within the appropriate timeframe. Those with emergent requests will receive immediate attention. Those with urgent requests will be scheduled for the next provider sick call clinic. Should the need arise outside the scheduled sick call clinic, Wellpath will arrange for patients requiring urgent or emergent medical attention to be seen the same day.

During triage, the nurse will initiate referrals for patients needing consultation with the medical provider. If the patient needs to see more than one provider, the nurse will initiate multiple referrals. The nurse will document the referral(s) on the request form.

### *Professional Nursing Protocols (PNPs)*

Wellpath nurses at the Clark County Facilities will conduct sick call using Professional Nursing Protocols. Our physicians developed the PNPs to assist nurses with treatment recommendations and promote consistent caregiving. These protocols provide a **consistent structure for patient care, justification for actions, and a set of interventions specific to the patient's presenting condition**. Their purpose is to give nurses information regarding specific health conditions or complaints so they can reach logical conclusions from their observations, then provide appropriate intervention and follow-up.



In its simplest form, a Professional Nursing Protocol is a decision-tree process for nurses to follow, which also improves ease of training and **optimizes practitioners' time**. All Wellpath nurses are trained to use the protocols, which cover topics such as:

- Abdominal pain
- Allergic reaction (emergent)
- Altered mental status
- Behavioral health complaint
- Chest pain
- Cold/allergy symptoms
- Conditions not requiring medical treatment
- Dental complaints/pain
- Ear complaints
- Eye complaints
- Female-specific complaints
- Fever
- Gastrointestinal complaints
- Headache
- Heat-related illness
- Hyperglycemia
- Hypertension
- Hypoglycemia
- Male-specific complaints
- Musculoskeletal complaints
- Neurological impairment
- Nosebleeds
- Pregnancy, 20 weeks or more
- Pregnancy less than 20 weeks
- Respiratory complaints
- Self-injurious behavior
- Skin problems
- Trauma
- Urinary complaints
- Use of force
- Withdrawal, alcohol and benzodiazepine
- Withdrawal, opiate
- Wounds

Nurses access electronic versions of the protocols through ERMA and document findings directly in the patient's medical record. The electronic PNPs include a health education component. The nurse is prompted to educate the patient on symptoms to look for and when to notify medical staff about their

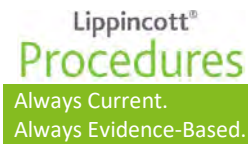


symptoms. For example, a nurse seeing a patient for a headache might tell the patient to notify staff if the pain persists for more than four hours, if the patient experiences auras or visual changes, or if the patient has changes in balance/equilibrium. The education is provided verbally, or the nurse prints a handout for the patient to keep. **The electronic Professional Nursing Protocols have a checkbox for the nurse to note education has been provided; this documentation is a compliance measure for NCCHC.**

### *Nursing Support Tools*

Wellpath is dedicated to supporting our nursing teammates by enabling them to deliver excellent patient care and support improved patient outcomes. We invest in resources that are evidence-based, immediately accessible to each staff member, and support clinical decision-making.

Wellpath partners with Wolters Kluwer to provide our staff with evidence-based resources, including Lippincott Procedures and Lippincott Advisor. Lippincott Procedures is an online source for instant, evidence-based procedure guidance at the point of care. With more than 1,800 procedures and skills from novice to expert and covering a wide variety of nursing specialties, it combines the most trusted clinical content with powerful online workflow functionality that saves time, standardizes care, and delivers improved patient outcomes. We encourage ancillary and support staff to access Lippincott Procedures and Lippincott Advisor to support their scope of practice.



*Nurses can make informed clinical decisions and perform quality skills. Procedures include step-by-step guides, simplified quick lists, information about special considerations, complications, documentation, and visual references, like full-color images and video clips.*



*Staff can quickly and easily consult "Nurse Lippincott" for clinical decision support regarding Signs & Symptoms, Diagnostic Tests, Diseases & Conditions, Hospital-Acquired Conditions, Treatments, Care Plans, and more. Nurses can use the Health Library to access more than 30 evidence-based eBooks on a variety of medical topics.*

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

Wellpath acknowledges and understands outlined in Section IB1.T of the RFP.

### **5.3.U. Sick Call/Segregation Unit (Intake, A and B Pods)**

Wellpath will conduct healthcare assessments daily in the segregation units. Registered Nursing staff or mental health staff will conduct health assessments (to determine whether medical, mental health, or dental needs contraindicate the placement or require accommodation) and provide appropriate follow-up care on a day-to-day basis.

Wellpath personnel will document individual cell logs and the patient's health record with any significant health finding, the date and time of the contact, along with the signature or initials of the health professional making the rounds.

### 5.3.V. Clinician Clinics

A physician or mid-level provider will see referred patients during the next scheduled provider clinic. Wellpath will schedule provider clinics with a frequency and duration sufficient to meet the health needs of the Main Jail's patient population. A physician or mid-level provider will also be on-call 24/7 for emergencies.

The medical provider will assess the patient and provide the appropriate treatment and follow-up. Wellpath practitioners use evidence-based practices to make clinical decisions regarding patient treatment. We have developed clinical monographs that represent best practices our practitioners should use when treating both episodic and chronic medical needs. Wellpath practitioners also receive training from the Wellpath clinical department on clinical decision-making in the correctional environment.

### 5.3.W. Hospital Care

#### [NCCHC Standard J-D-08](#)

Wellpath will make every effort to accommodate appropriate care on-site. We will coordinate routine outpatient/inpatient services needed by Hospitals to meet the patient's healthcare needs in cooperation with Sheriff's Office staff. If outside hospitalization is required, we will coordinate with the security staff in arranging transportation and correctional deputy coverage. We will ensure that all transport information is kept confidential from patients.

Wellpath will authorize, schedule, and coordinate inpatient services when a patient requires hospitalization. We will work with local hospitals when an acute care setting is required, communicating frequently with hospital administrations. Healthcare staff will make referrals for inpatient care through our Care Management system. The site Medical Director must authorize hospitalizations.



We have provided a letter of intent from PeaceHealth Southwest Medical Center on the following page.



**PeaceHealth**  
Southwest Medical Center

Administration

October 27, 2022

Wellpath LLC  
3340 Perimeter Hill Drive  
Nashville, TN 37211  
Attn: John Longfield-Smith

Dear Mr. Longfield-Smith,

PeaceHealth Southwest Medical Center understands that Wellpath LLC ("Wellpath") is responding to a Request for Proposal (RFP) for the provision of healthcare services for Clark County, WA.

This letter serves as confirmation of our willingness to work with Wellpath in the provision of patient care in the event Wellpath is successfully awarded the bid.

Should Wellpath be awarded the Clark County health services contract, we will work with Wellpath in good faith to negotiate, and if acceptable terms are reached, execute a contract that will be beneficial to all parties.

We look forward to contract discussions with Wellpath in the event you are successful in the bid.

Sincerely,



Sean J. Gregory  
Chief Executive, Columbia network

SG/clc

Wellpath will communicate frequently with Clark County to provide the most complete evaluation and treatment of the patient population. When inmates are hospitalized, we will provide the jail administrator or designee with a daily inpatient census report, which can also be accessed directly through the Care Management system.

### **Length of Stay Management**

Wellpath will assign a Wellpath Connect Regional Care Manager to manage all off-site, inpatient care on a daily basis through contact with the hospital. Our Care Management team will be notified of inpatient admissions at the time of admission. The Wellpath Connect Regional Care Manager and Regional Medical Director will review inpatient services daily based on InterQual Criteria, correctional guidelines, and NCHC standards.

### **Concurrent Review**

Wellpath's Medical Director of Care Management will conduct telephonic clinical rounds twice weekly to ensure inpatient stays are appropriate and meet national guidelines, such as InterQual Criteria, for continued inpatient stay. InterQual Criteria are evidence-based clinical decision support guidelines used to determine the appropriate care setting based on severity of illness and level of care required.

The site Medical Director, Regional Medical Director, and Wellpath Connect Regional Care Manager will attend clinical rounds discussions. This multidisciplinary approach will ensure inpatient stays are well-managed, and appropriate transitions of care are completed with improved accuracy.

### **Retrospective Review**

The Wellpath Care Management Department and site leaders will retrospectively review emergency care to resolve claims issues, determine appropriateness of care post-delivery, and perform focused reviews. The Care Management Department can also perform focused reviews at the request of the provider.

### **Discharge Planning**

Wellpath manages a robust hospital discharge planning process that begins at inpatient admission. Our Wellpath Connect Regional Care Manager will work collaboratively with our on-site staff and hospital staff to ensure appropriate transitions of care. This partnership will help us ensure that excellent care continues from hospital discharge through return to the facility.

### **Documentation and Follow-up**

**NCHC Standards J-A-08, J-D-06, J-D-08, J-E-09**

Medical staff will see patients returning from a hospital stay for follow-up during the next provider sick call clinic and will document the follow-up in the patient's medical record. Detailed information and documentation returned with the patient, such as discharge summary, disposition and instruction sheet describing actions taken, orders written, and treatments performed, will become part of the patient's medical record.

## 5.3.X. Specialty Care and Referrals

### NCCHC Standard J-D-08

Wellpath will ensure appropriate and timely access to specialty care and will schedule referrals for specialty care providers according to clinical priority. We will provide specialty services with urgent priorities as quickly as possible within 7 days of referral, and routine specialty services as soon as possible within 30 days of referral. If services do not occur within these timeframes, the medical practitioner will re-evaluate the patient to determine and document the level of need.

Wellpath staff will schedule appointments for specialty services through our powerful **Care Management system**, which allows staff to prioritize and track specialty appointments to ensure they take place within the necessary timeframe. If a patient needs specialty services that are not available on-site, Wellpath staff will authorize, schedule, and coordinate the provision of services with local providers.

### 5.3.X.1 On-Site Specialty Services

#### NCCHC Standard J-D-08

Wellpath will provide as many on-site medical services as possible to limit the number of patients requiring off-site transport, while ensuring that patients receive medically necessary healthcare services in the most appropriate setting. We understand our role as a steward of the taxpayers' dollars and will work to reduce unnecessary costs and community risk associated with off-site care when appropriate.

Wellpath has successfully established many on-site programs and specialty care clinics across the country. Upon contract award, we will evaluate statistics regarding off-site specialist consultations to determine what services could be more cost-effectively provided on site. Services brought on-site typically result in cost savings as a result of clinic rates and decreased officer transportation expenditures.

Wellpath will evaluate the potential benefits of establishing the following on-site clinics and will implement them as appropriate:

- Dialysis
- OB/GYN
- Orthopedics
- Optometry/Ophthalmology
- Physical Therapy
- Podiatry
- Other services as needed

Wellpath will hold vaccine clinics for seasonal issues like the flu as well as for other issues that may arise.

In addition to maximizing on-site medical services, Wellpath also prevents the unnecessary use of outpatient/off-site care and inpatient hospitalizations by using our advanced utilization management techniques. Our Care Management system (described in section **5.3.NN.7**) creates more clinical control and cost efficiencies for both on- and off-site healthcare services.

## Wellpath Healthcare Cloud / Telehealth

Wellpath delivers high-quality telehealth services in correctional facilities that maintain the community standard of care. We deliver reliable and cost-effective services using the best people, technology, and practices available. The Wellpath telehealth program offers customized, optimized medical and mental health services on-site regardless of location. Telehealth reduces the expense and risk of transporting patients to off-site specialists.



Wellpath's telehealth services within the Wellpath Healthcare Cloud comply with NCHC and ACA Standards and include medical, mental health, and dental services. Wellpath strives to provide as many on-site medical services as possible to limit the number of patients requiring off-site transport, while ensuring patients receive medically necessary healthcare services in the most appropriate setting.

The Wellpath Healthcare Cloud, leveraging the use of telehealth and digital health applications, is a **suite of cloud-based clinical delivery models** that is driving quality and care efficiency improvements across the country through an innovative redesign of correctional healthcare. Our proprietary, technologically enabled remote healthcare ecosystem is specifically designed to **optimize on-site care by providing patients specialized clinical expertise as quickly and efficiently as possible**. For more information about the Wellpath Healthcare Cloud, please see section **5.3.NN.15 – Cost Containment Program**.

## Wellpath Healthcare Cloud

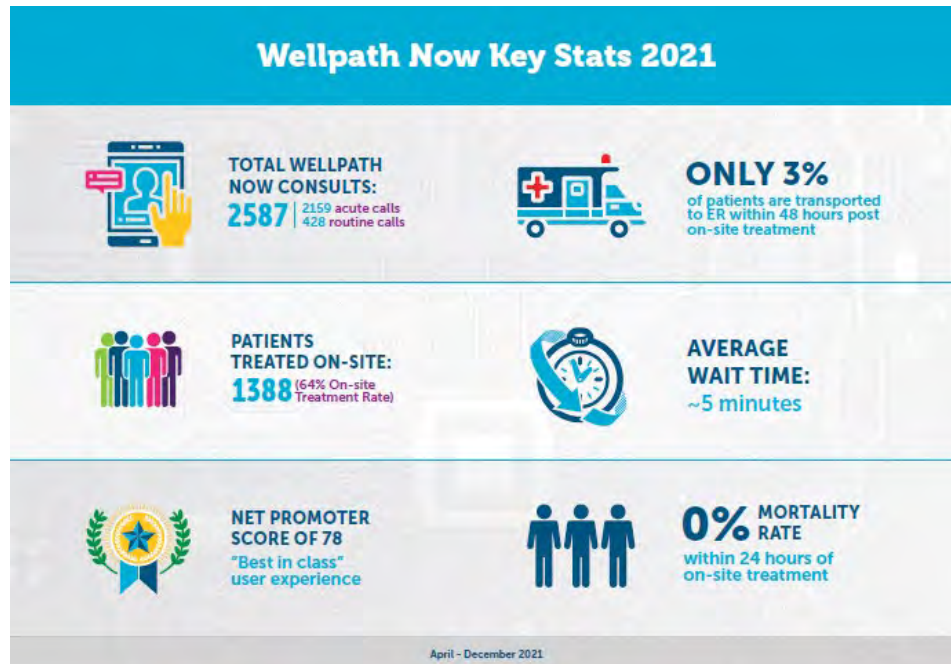
**This unique suite of cloud-based clinical delivery models reduces total cost of care** (medical services, transportations costs, and public safety costs), while delivering high-quality clinical care that meets or exceeds community standards. The Wellpath Healthcare Cloud provides key benefits that improve clinical quality; improve patient and staff safety; increase timeliness to expert emergent and specialty care; offer decision-making for off-site visits; standardize care; ensure adherence to best practices; and reduce risk for the County. Part of the Wellpath Cloud includes Wellpath Now that directly impacts how Emergency Care can be delivered. For more information about the Wellpath Healthcare Cloud, please see section **5.3.NN.15 – Cost Containment Program**.



### **Wellpath Now – Emergent and Urgent, On-Demand Telehealth Services for Patients & Providers**

Wellpath Now brings on-demand clinical expertise directly to the on-site caregiver and patient at the touch of a button. Wellpath Now is staffed by emergency medicine physicians and advanced practice providers (APPs) as well as specialty consultations by emergency medicine-trained providers for non-life-threatening consults regarding need for emergency evaluation. These acute care consultations for patients in need of emergency evaluation are provided **in an average of just six minutes**. With immediate video-enabled access to seasoned providers, on-site nurses, custody staff, and providers can reduce their reliance on the hospital emergency department and provide better care on site. **Our client partners have experienced a significant reduction in emergency room transfers by using Wellpath Now, and we expect to see this pattern continue in Clark County.**

**Wellpath Now**, our emergency medicine telehealth service, has been deployed in more than 100 correctional facilities across 24 states.



### 5.3.X.2 Off-site Specialty Services

#### NCCHC Standards J-D-06, J-D-08

Wellpath will arrange with local providers and hospitals to treat patients with healthcare needs beyond the scope of care provided on site. We will authorize, schedule, and coordinate off-site services, such as outpatient surgery, diagnostic testing (e.g., MRI, CT scan, etc.), and ER ambulance services.

Wellpath staff will initiate referrals for off-site treatment through our Care Management system (described in section 5.3.NN.7). Referrals will be limited to the chief complaint(s) indicated through a referral form and/or medical consultation. Approvals will be based on appropriateness and necessity. The following screenshots show the form used to refer patients for off-site treatment and a view of submitted requests.

#### Preferred Provider Steerage

When a user creates an off-site referral in the Care Management system for an office visit or office visit with a procedure and selects a specialty, the user is prompted to click a link to select a provider from a list of preferred providers. This enables Wellpath to **contain off-site costs** and ensure that patients are seen by specialists who are established within our preferred provider network.



Wellpath's tiered provider system ensures that appointments are secured with the most appropriate specialist:

- Tier 1 = Preferred
- Tier 2 = In-network
- Tier 3 = Out of network

### 5.3.X.3 Counseling and Care of the Pregnant Patient

#### NCCHC Standard J-F-05

Pregnancies among women in custody are often unplanned and high-risk and compromised by poor nutrition, domestic violence, mental illness, drug and alcohol use, and inadequate prenatal care (which increases the risk of low birth weight and neonatal death). Wellpath will ensure pregnant patients receive adequate prenatal care, effective education, and discharge planning that emphasizes continued care upon release and where to access it.

Wellpath will offer voluntary pregnancy testing at intake for female arrestees of childbearing age. We will refer those testing positive for care by medical staff within 48 hours (72 hours on weekends). Pregnant patients will be seen according to American Congress of Obstetricians and Gynecologists (ACOG) guidelines.

Wellpath will provide family planning counseling and discussion of options regarding the outcome of the pregnancy. We will assist the patient based on her expressed desires, whether planning to keep the child, considering adoption, or seeking to end the pregnancy. We will ensure each patient fully understands her options, so she can make the most informed decisions possible.

Pregnant patients will receive timely and appropriate prenatal care, specialized obstetrical services, and postpartum care when indicated. The Wellpath physician will serve as the patient's primary provider, coordinating care with an obstetrical specialist as appropriate. These services will be provided through a scheduled on-site clinic whenever possible (typically through the first 24 weeks of an uncomplicated pregnancy and after delivery). Care of pregnant patients will include but will not be limited to:

- Routine and high-risk care, including monitoring fetal growth and heart tones
- Appropriate counseling and assistance
- Identification and management of chemically dependent pregnant female patients, including education and counseling
- Appropriate housing
- Counseling on appropriate levels of activity and safety precautions
- Prenatal vitamins
- Nutritional counseling and diet plan (diet and vitamins are planned following recommendations from ACOG and Registered Dietitians)
- Laboratory and diagnostic tests, including testing for gestational diabetes, HIV, and testing recommended by ACOG
- Observation for signs of toxemia, including urine testing for proteins and ketones
- Coordination of counseling and assistance to pregnant patients planning to keep their child, considering adoption, or seeking termination services
- On-site obstetrical care when it can reasonably be provided
- Postpartum care, including but not limited to lactation, monitoring for postpartum depression, contraception, and education
- Education on infant care, Counseling regarding future pregnancies
- Family planning services before release



When a pregnant patient requires the services of an off-site OB provider, Wellpath staff will coordinate with correctional staff for transport to off-site scheduled appointments. Wellpath will provide designated correctional staff with an up-to-date listing of pregnant patients, anticipated delivery dates, and high-risk pregnancies to help them plan for required off-site travel.

### **Termination Services**

Wellpath will provide pregnant patients with family planning counseling and discussion of options regarding the outcome of the pregnancy. We will assist the patient based on her expressed desires, whether planning to keep the child, considering adoption, or seeking to end the pregnancy. We will ensure each patient understands her options, so she can make the most informed decisions possible.

Wellpath will make arrangements with an outside provider for pregnant patients seeking termination services.

Wellpath will meet the requirements of the Reproductive Privacy Act, which protects a woman's right to privacy concerning personal reproductive decisions and other reproductive rights under the law. We understand that under the Reproductive Privacy Act, every woman has the fundamental right to choose or refuse birth control, to choose to bear a child or to choose to obtain an abortion without interference from the State (except as specifically limited by the Act).

### **5.3.X.4 High-Risk Pregnancies**

An obstetrical specialist will manage high-risk pregnancies and pregnancies past 24 weeks. Wellpath staff will facilitate testing that can be performed on-site, monitor patients with high-risk pregnancies, and refer patients for hospitalization when needed. A pregnancy is considered high risk if the patient:

- Has diabetes, cancer, high blood pressure, kidney disease, or epilepsy
- Has a history of tobacco, alcohol, or drug use
- Is younger than 17 or older than 35
- Is pregnant with more than one baby
- Has had three or more miscarriages
- Had pre-term labor, preeclampsia, or seizures (eclampsia), or gave birth to a baby with a genetic condition (such as Down Syndrome) during a past pregnancy
- Has an infection such as HIV, hepatitis C, cytomegalovirus (CMV), chickenpox, rubella, toxoplasmosis, or syphilis
- Is taking certain medications such as lithium, phenytoin (e.g., Dilantin), valproic acid (e.g., Depakene), or carbamazepine (e.g., Tegretol)

### **5.3.X.5 Opioid-dependent Pregnant Patients**

#### **NCCHC Standards J-F-04, J-F-05**

Wellpath will coordinate the assessment and enrollment of pregnant, opioid-addicted patients for medication-assisted treatment (MAT). If a pregnant patient reports active drug or alcohol use during the receiving screening, intake staff will contact the physician or mid-level provider for orders. When a medical provider is on-site, the provider will evaluate the pregnant patient immediately; otherwise, the patient will be seen during the next scheduled provider sick call clinic. We will also refer the pregnant

patient to an obstetrical specialist for a high-risk obstetrical evaluation. Because opioid withdrawal during pregnancy may be associated with adverse impact on the fetus, pregnant patients should continue MAT already in progress.

We will treat opioid withdrawal during pregnancy by using specific opioid substitution medications, such as methadone or buprenorphine preparations.

Physicians with special certification may provide office-based buprenorphine treatment for medical stabilization for withdrawal from substance use disorder and/or maintenance therapy. The Wellpath clinical department is undergoing a company-wide effort to staff physicians with DEA X-numbers, which allows them to prescribe buprenorphine and Suboxone. Wellpath currently has more than 400 physicians and mid-level providers with DEA-X waivers throughout the country.

If a pregnant patient declines to participate in an OTP, the Wellpath physician will initiate an appropriate treatment plan for opiate withdrawal syndrome. The physician will also initiate a treatment plan for postpartum patients with opioid dependency. Wellpath will coordinate with community providers for follow-up care as part of our discharge planning process.

### **5.3.X.6 Female Health Needs**

#### **NCCHC Standards J-B-03, J-E-02, J-E-04, J-F-05**

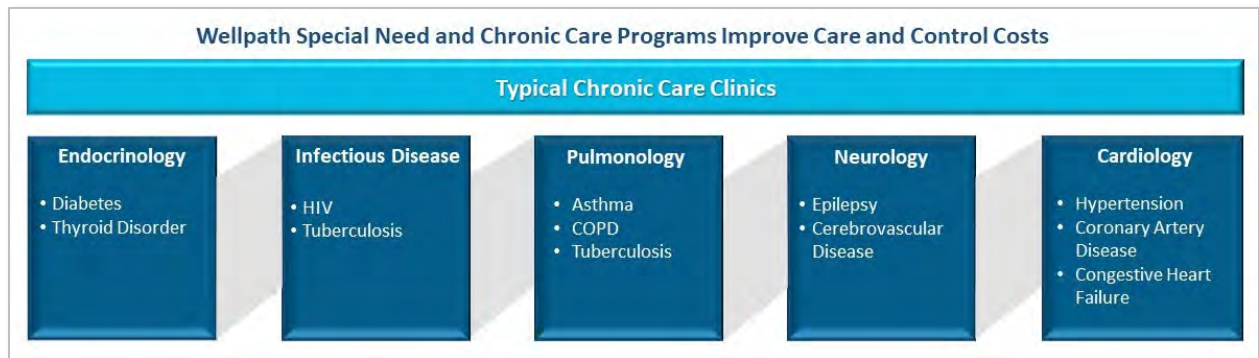
Wellpath understands the special healthcare needs of female patients and has established a program that addresses these needs following NCCHC and ACA standards. We train medical staff working with the female population on the specialized aspects of care required. The Wellpath female health program at the Main Jail will include:

- Determining menstrual and gynecological problems at intake
- Determining pregnancy status by history and/or pregnancy testing, as appropriate
- Identifying activity capabilities for pregnant and non-pregnant female patients (medical clearance for work as appropriate)
- Screening for sexually transmitted diseases found at a significant frequency in the population
- Pap smear testing following the recommendations of major medical societies, modified to reflect individual patient medical needs
- Breast cancer screening following recommendations of major medical societies, modified to reflect individual patient medical needs (and with consideration to anticipated duration of confinement)
- Providing health education on issues specific to the female population
- Providing contraceptive counseling and/or medication as medically necessary
- Access to obstetrical and gynecological specialists

## 5.3.Y. Chronic Care Patients

### NCCHC Standard J-F-01

Many patients have special healthcare needs requiring ongoing medical supervision and/or multidisciplinary care. Wellpath's Special Needs Program focuses on the identification, referral, and treatment of patients with special needs, including chronic conditions (e.g., diabetes, hypertension, asthma, seizures, etc.) and communicable diseases (e.g., HIV, tuberculosis, etc.). This focus allows us to manage patient needs before they escalate and require off-site consultation or result in grievances and litigation.



Wellpath considers individuals with long-term healthcare needs related to chronic conditions or acute medical and/or mental health problems to be special needs patients. This includes patients who are mentally ill, developmentally disabled, and/or at high risk for clinical decompensation. We provide these patients with services that promote health maintenance and health improvement. Wellpath's Special Needs Program also emphasizes patient education to encourage adherence with treatment plans, both during and after incarceration.

### 5.3.Y.1 Special Needs Screening

#### NCCHC Standards J-E-02, J-E-04, J-F-01

Wellpath staff will perform a special needs screening during the intake process and again during the comprehensive health assessment. This screening will address housing, monitoring, and follow-up for special needs patients. Results will be documented on a Chronic Care Referral form in the patient's medical record.

Wellpath staff will receive focused training and guidance on interventions based on the results of the special needs screening. If a patient requires ongoing care, we will recommend specialty healthcare services, appropriate housing, work assignments, and program participation.

Patients with special needs will be identified through self-report, during provider encounters, or by correctional staff. Self-reported conditions and referrals will be entered into the patient's medical record and verified by the medical provider. Referrals from correctional staff will be managed the same as reports made by the patient directly to medical or mental health staff.

## 5.3.Y.2 Individualized Treatment Plans

### NCCHC Standard J-F-01

The physician or mid-level designee will develop a written individualized treatment plan for patients with special medical conditions requiring close medical supervision, including chronic and convalescent care. The plan will be based on medical history and physical examination findings. Patients with a mental health special need condition will be seen by a mental health clinician who will perform an initial mental health special needs assessment and develop an individualized treatment plan. Special needs treatment plans act as a reference for healthcare personnel involved in the patient's care by providing instructions regarding diagnostic and therapeutic interventions, pharmaceutical therapy, special diets, and patient education.

Treatment plans will also include short-term and long-term goals and the methods of pursuing them. They will include information regarding the patient's disposition, scheduled appointments, housing assignment, ability to function in general population, impact on programming, and frequency of follow-up. They will also include medical or mental health instructions to healthcare providers and others involved in the care and supervision of the patient. We will share these plans with Clark County, as needed, to facilitate housing in the appropriate area of the Clark County Facilities and ensure proper treatment of patients with long-term and individualized healthcare needs.

Medical special needs patients are typically seen by a physician or mid-level provider every 90 days, or at other intervals when medically indicated. We will document this consultation in the patient's medical record and include the date and time of the consultation, the provider's name and title, and new orders for the patient's treatment. Wellpath clinicians will determine the frequency of chronic care visits based on the patient's condition(s) and recommendations from the Wellpath Minimum Standards for Care of Chronic Disease.

Mental health special needs patients will be seen a minimum of every 30 days for the first 90 days of placement into the mental health special needs program. After 90 days, the mental health clinician may reduce the frequency of each mental health special needs follow-up visit to no more than 45 days. Additionally, the mental health special needs treatment plan will be updated at least every 180 days until the patient is removed from the special needs program.

When feasible, treatment plans will maintain connections between patients and the community agencies that have been or will be serving them. Wellpath has a long history of establishing connections with local resources to ensure they are ready and willing to accept patients from incarcerated settings.

## 5.3.Y.3 Chronic Care Management

### NCCHC Standard J-F-01

Wellpath will provide a complete chronic disease management program at the Clark County Facilities that meets NCCHC standards. Our chronic disease management program is designed to reduce the frequency and severity of symptoms, prevent disease progression and complication, and foster improved function. Our multifaceted program will include disease-specific guidelines, clinical decision support tools, and a clinical informatics platform to guide population-based interventions consistent with national clinical practice guidelines for common chronic diseases such as:

- Hypertension
- Diabetes
- Asthma/COPD
- Seizure disorders
- Sickle Cell Anemia
- Substance use disorder
- Mental illness
- Coronary artery disease
- Chronic (non-cancer) pain
- Tuberculosis
- HIV
- Hepatitis
- Renal disease and dialysis

### Chronic Care Guidelines

Wellpath practitioners will follow disease-specific, evidence-based clinical decision support protocols to ensure continuity of disease management at the initial and follow-up patient encounters. Practitioners will also use a set of established minimum standards for the care of chronic disease to guide their treatment decisions.

Wellpath has developed clinical monographs that represent the best practices our practitioners will use when treating specific medical conditions. The purpose of the monographs is to reduce variability in the care provided to groups of patients with similar healthcare needs.

Topics include:

- Asthma
- Benzodiazepine Use
- Cataracts
- Cirrhosis
- COPD
- Diabetes
- Emergency Contraception
- GERD
- HIV
- Hyperlipidemia
- Hypertension
- Kidney Disease
- Measles
- Seizures
- Sickle Cell Anemia
- Thyroid Disease
- Tuberculosis
- URI
- Withdrawal from Alcohol and Benzodiazepines
- Wound Closure

### Chronic Care Guidelines for Youth

Wellpath practitioners will follow disease-specific, evidence-based clinical decision support protocols to ensure continuity of disease management at the initial and follow-up patient encounters. Wellpath will use the American Academy of Pediatrics and NCCHC Standards for Health Services in Juvenile Detention and Confinement Facilities as professional references for chronic care conditions in the juvenile population. Practitioners will also use a set of established Minimum Standards for Care of Chronic Disease to guide treatment decisions.

Wellpath has developed clinical monographs specifically tailored to juvenile patients, including:

- Asthma
- Diabetes
- Emergency Contraception
- GERD
- HIV
- Hypertension
- Measles
- Seizures
- Sickle Cell Anemia
- Tuberculosis
- URI
- Wound Closure

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## Adherence to Chronic Care Guidelines

The Wellpath CQI program includes screens such as Continuity of Care – Chronic Disease, Patients with Special Health Needs, and Special Needs Treatment Planning to ensure adherence to appropriate chronic care guidelines.

To ensure we provide optimal patient care, our clinical staff and leadership stay abreast of peer-reviewed research and developments, including emerging therapies, with a focus on their potential use in correctional medicine. We will assess new and emerging therapies and proposed care innovations for feasibility and appropriateness in the correctional setting throughout the term of the contract and in collaboration with Clark County. All such proposed therapies will be based on recommendations from the Centers for Disease Control and Prevention and/or other recognized authorities on the management of chronic diseases.

Additionally, Wellpath staff members will have access to the UpToDate® Clinical Knowledgebase and Support Tools, an online medical resource for evidence-based clinical references and patient education materials. UpToDate includes treatment recommendations based on the latest and best medical evidence. Recommendations are continually updated based on new studies and changes in practice. For additional information regarding UpToDate, please see section **5.3.GG. Health Education**.

## Chronic Care Tracking

Wellpath will track patients with chronic illnesses on a chronic care roster and report these patients to Clark County each month. We will maintain a list of chronic care patients that includes the date of intake, the date referred to the chronic care program, date of most recent visit, and date of next scheduled visit. We will discuss statistics, such as the number of patients by chronic care diagnosis and number of chronic care patients seen in the clinic by the providers, at monthly Medical Administration Committee (MAC) meetings.

The Wellpath Electronic Record Management Application (ERMA) can generate statistical reports and identify outliers beyond agreed-upon timeframes between chronic care visits. We can provide these reports automatically or on-demand. For additional information on tracking and compliance reports, please see section **5.3.II. Medical Records**.

Wellpath staff will enter chronic conditions into the patient's problem list in their electronic medical record. The list will be updated and labeled appropriately at chronic care visits. ERMA allows for automated tracking of chronic problems in the master problem list by combining problem codes for nurses with diagnosis codes for providers. Problems are typically identified by nursing staff and are later confirmed by a provider.

## 5.3.Z. Emergency Care

Wellpath agrees and understands the Emergency Care requirements outlined in RFP section 1B.1.Z.

## 5.3.AA. Medical Observation Unit

Wellpath acknowledges the requirement to operate the six-cell medical observation unit at the Clark County Jail. A Registered Nurse will be assigned to care for inmates admitted to the unit and a separate inpatient record will be created upon a detainee's admission to the unit.

## 5.3.BB. Oral Care

### NCCHC Standard J-E-06

Wellpath provides dental care to patients following NCCHC and ACA standards. We take the dental needs of our patients seriously, as dental health can have a serious impact on the overall physical health of a patient. Neglect of dental needs can lead to serious infection, affecting both the health of the patient and the cost of treatment.

Consistent with the Wellpath care philosophy, we will provide services on site to the extent possible. Dental services, including but not limited to exams and treatment (e.g., emergency fillings and extractions), will be provided by dental personnel licensed to practice in Washington. The Wellpath proposed staffing plan includes a Dental Assistant to assist the Dentist, manage the treatment schedule and care requests, and properly maintain and sterilize equipment.

### 5.3.BB.1 Oral Screening

#### NCCHC Standards J-E-02, J-E-04, J-E-06

Nursing staff will conduct an initial oral screening at intake to identify complaints needing a referral. A more in-depth oral screening will take place during the comprehensive health assessment within 7 days to identify additional dental needs or required referrals. A qualified healthcare professional will perform the screening and educate the patient on proper oral hygiene.

Nursing staff will receive documented training from or approved by a Dentist on performing oral screenings, including questions to ask and what to look for. The oral screening includes:

- Taking dental history
- Documenting evidence of visible cavities/decay, missing restoration, or tissue abnormalities
- Providing oral hygiene instruction and preventive education
- Initiating dental specialist referrals, if needed

Unless an emergent need is identified during the oral screening, a Dentist will perform an oral examination within 12 months. The examination will include a dental treatment plan and X-rays.

### 5.3.BB.2 Dental Treatment Priority

#### NCCHC Standards J-E-06, J-E-07

Patients can request dental services through the sick call process. The Dentist will evaluate the patient's initial oral screening, assess the severity of the complaint, and schedule a dental exam. The Dentist will prioritize and schedule treatment as needed. If non-treatment would compromise the patient's health, the appropriate dental services will be provided as soon as possible.

Wellpath's treatment priority and classification system gives priority scheduling to:

- Patients needing emergency dental treatment, including but not limited to those with abscessed teeth, trauma, and severe facial swelling

- Patients with chronic medical conditions such as diabetes, heart conditions, or any condition that compromises their immune system

### 5.3.BB.3 Emergency Dental Care

#### NCCHC Standards J-D-07, J-E-06

A medical practitioner will evaluate patients needing emergency dental care and provide appropriate intervention until the patient can be seen by a dental practitioner or transferred for emergency care. Dental needs will be categorized as emergent or urgent: emergent intervention is provided within 4 hours and urgent intervention is provided within 48 hours. Emergent and urgent dental needs will be addressed by a medical practitioner until a Dentist is available.

EMERGENT dental conditions include:	URGENT dental conditions include:
<ul style="list-style-type: none"> <li>• Tooth avulsion</li> <li>• Suspected fractured jaw</li> <li>• Difficulty breathing or swallowing due to swelling from a tooth abscess</li> <li>• Uncontrollable bleeding</li> <li>• Acute cellulitis compromising the airway</li> </ul>	<ul style="list-style-type: none"> <li>• Pericoronitis</li> <li>• Heavy calculus accumulation with inflammation</li> <li>• Visual evidence of decay</li> <li>• Visual evidence of missing filling(s)</li> <li>• Swelling surrounding affected tooth/teeth</li> <li>• Redness of gingival surrounding affected tooth/teeth</li> <li>• Drainage from affected tooth/teeth</li> <li>• Generalized mild facial/cheek/jaw swelling without compromise to airway</li> </ul>

### 5.3.CC. Ancillary Services

#### NCCHC Standard J-D-04

Wellpath will authorize, schedule, and coordinate necessary diagnostic services, including phlebotomy, X-ray, EKG, and ultrasound services. Healthcare staff will make referrals for diagnostic services and prioritize tasks for appointment scheduling through our Care Management system. We will provide follow-up care for health problems identified by any health screenings or diagnostic tests.

Consistent with the Wellpath care philosophy, **we will provide diagnostic services on site when possible.** We will provide the necessary staff and supplies for on-site care and treatment of our patients, including medical, radiology, laboratory, dental, and other supplies.

#### 5.3.CC.1 Laboratory Services



Wellpath will provide on-site laboratory services through our national contract with Laboratory Corporation of America (LabCorp). With more than 35 years of experience serving physicians and their patients, LabCorp operates a sophisticated laboratory network, performing more than one million tests on more than 370,000 specimens daily.





Our laboratory program will include supplies and a dedicated printer, timely pickup and delivery, and accurate reporting within 24 hours on most labs. We will ensure that qualified healthcare personnel are trained to collect and prepare laboratory specimens. All point-of-care lab services will be processed on site, including but not limited to:

- Dipstick urinalysis
- Pregnancy testing
- Finger-stick blood glucose
- Stool blood testing

A medical provider will review and sign off on laboratory results, which we will receive on a dedicated printer (until an ERMA interface is established). If test results indicate a critical value, the lab will alert the provider by telephone. The provider will review laboratory results within 24-48. The provider will immediately review the STAT lab report and any abnormal test results. Preliminary results, when available, receive a medical review.

### 5.3.CC.2 X-Ray Services



Wellpath will identify the most cost-effective and comprehensive radiology program in consultation with Clark County. We propose on-site radiology services through our national contract with MobilexUSA (a division of TridentCare). Mobilex is the country's leading provider of mobile X-ray and ultrasound services, serving more than 6,000 facilities nationwide. We will work with Mobilex and Clark County to establish a routine schedule for on-site radiology services, including:



- Mobile X-ray services
- Sonograms
- Ultrasounds
- Doppler studies

Results can be received electronically, via fax, or on paper. Wellpath staff will log the type and number of X-rays completed and the results received. Medical personnel will review the log daily to ensure timely reporting.

A board-certified radiologist will read X-rays and radiology special studies and provide a typed and/or automated report within 24 hours. The radiologist will call the Main Jail for immediate intervention if needed. If notified of abnormal results, the site Medical Director or physician/mid-level designee will review, initial, and date X-ray reports within five working days.

Wellpath staff will document and store digital images and radiology reports in the patient's electronic medical record. The site Medical Director or physician/mid-level designee will meet with the patient to discuss results and establish a plan of care, documenting this this follow up in the patient's medical record.

### 5.3.DD. Therapeutic Diet Program

#### NCCHC Standard J-D-05

The special needs screening performed at intake will include verification of medically necessary special diets. We can also make recommendations regarding special dietary needs based on the patient's medical history and physical evaluation. Patients can refuse this aspect of care, consistent with their

options for participation in care within the community. If a patient refuses a special diet, Wellpath staff will document the refusal in the patient's medical record.

Wellpath only prescribes therapeutic diets, not preferential diets, and ensures that documented food allergies are medically indicated. Wellpath staff will work closely with the Main Jail's food services supervisor to communicate special dietary needs and share suggestions for recommended diets. We will review patients with special dietary needs every 90 days and notify the patient and the food services supervisor if a special diet is no longer required.

If desired, the Food Service Division can receive a daily email with a current list of special diets, auto-generated from the electronic medical record.

### 5.3.EE. Pharmacy Services

#### NCCHC Standard J-D-01

Wellpath will provide pharmaceutical services in accordance with all applicable laws, guidelines, policies and procedures, and accepted community standards. Our pharmaceutical management program will include formulary and non-formulary oversight; prescribing, filling, and administering of medications; record keeping; appropriate licensure; Drug Enforcement Agency (DEA) management; and the secure and proper storage of all medications.

#### 5.3.EE.1 Pharmacy Provider



As our pharmacy vendor, Diamond maintains all necessary pharmaceutical licenses in accordance with state and federal regulations.



Diamond is the nation's largest correctional pharmacy provider, efficiently and accurately filling prescriptions for approximately 700,000 inmates (or 38% of U.S. inmates). With 47 years of experience, Diamond currently provides services in more than 1,700 correctional facilities in 47 states, giving them a comprehensive understanding of federal, state, and local laws and statutes, as well as state Board of Pharmacy rules and regulations.

Diamond offers professional, comprehensive pharmaceutical services for all prescription, non-prescription, and intravenous solutions as ordered by all prescribers, as well as clinical management and technology solutions. They offer reliable delivery to ensure continuity of patient care, and their technicians and support personnel establish working relationships with on-site staff.

#### 5.3.EE.2 Medication Services

#### NCCHC Standard J-D-02

Wellpath will provide written systems and processes for the delivery and administration of medications based on the MJ, JWC And Juvenile Facility's layout and procedures. We will tailor medication passes to ensure the timeliness and accuracy of the process, including coordination with security staffing and mealtimes to ensure accurate and effective medication administration.

Appropriately state-licensed personnel will administer medications, including over-the-counter medications. Our proposed staffing plan provides nursing coverage for medication pass at least twice a day in general population and more frequently as needed for patients in medical housing or observation, per physician's orders.

Trained healthcare personnel will administer medications within 24 hours of physician's order, with urgent medication provided as required and ordered. Wellpath staff will educate patients on prescribed pharmacotherapy when it is ordered and document the education in the patient's medical record.

Wellpath provides orientation training and mandatory continuing education regarding medication administration and preventing medication errors. We do not permit the pre-pouring of medications and we monitor the medication delivery process to ensure it does not occur.

Nursing staff will observe patients taking medications, especially when Direct Observation Therapy (DOT) is required by physician's order. We also train staff to provide DOT for medications subject to abuse, psychotropic medications, and those related to the treatment of communicable and infectious diseases.

### **5.3.EE.3 Receipt and Availability of Medications**

Wellpath will provide pharmacy services seven days a week, with scheduled shipment of medications six days a week and local backup pharmacy services available on Sundays, holidays, and in urgent or emergent situations.

#### **Emergency Medications**

Wellpath will not delay medications for life-threatening conditions, mental illness, or serious chronic conditions. Our list of "no-miss" medications facilitates this process following intake. We will make every effort to verify and administer these medications before the next scheduled dose. We will obtain and administer other medications within 24 hours.

Wellpath will expedite orders for emergency medications. We will use a local pharmacy to supply emergency prescription medications and as a backup for pharmacy services. If there is an immediate need to initiate medication, we will obtain it from the backup pharmacy as quickly as possible.

#### **Over-the-Counter Medications**

Wellpath will establish a protocol to provide over-the-counter (OTC) medications to patients upon consultation with the site Medical Director and facility administration, who will jointly approve patient access to non-prescription medications. Approved OTC medications will be reviewed annually.

#### **KOP Medications**

A Keep on Person (KOP) program gives patients immediate access to medications for an urgent medical need. It also helps reduce the amount of time healthcare staff spend administering medications.

Wellpath has established a spectrum of KOP programs that educate patients about their medications and promote their responsibility for maintaining their state of health. If desired by Clark County we can implement an effective KOP program at the MJ.

KOP medications are limited to those that may be safely self-administered with the proper education, such as inhalers or nitroglycerine. The list of allowable KOP medications requires approval by facility administration. We only give KOP medications to patients who need immediate access to them, based on their chronic care treatment plan (e.g., inhalers for those with severe COPD or severe, persistent asthma).

Healthcare staff will instruct patients on the proper use of KOP medications. Patients must sign an informed consent statement acknowledging that the medication is only to be used as clinically directed, must be kept on person at all times, and must be presented for inspection to any officer or healthcare employee who requests to see it. Patients found to be using KOP medications improperly or abusing the privilege may have their KOP privileges limited or rescinded, based on a physician's review.

### **Medication Renewals**

Wellpath has a system for renewals that ensures continuous availability of medications for patients who require them. A clinician will evaluate the need for continued medication, documenting the evaluation and re-order in the patient's medical record. A psychiatric provider will evaluate patients needing psychotropic medications before renewal.

### **Pharmacy Interface with ERMA**

Wellpath ensures seamless and secure communication between our Electronic Record Management Application (ERMA) and Diamond through a bi-directional interface. ERMA is the sole repository for information regarding all patient services, including medication orders, which allows practitioners to initiate, review, and manage orders quickly and efficiently. Diamond electronically notifies the site if a new or refill order cannot be filled (e.g., because it is too soon to fill, there are no more refills, blood work is needed, a non-formulary authorization is needed, or a provider signature is needed).

#### *Medication Order Entry*

Wellpath supports online pharmaceutical order entry through ERMA. All prescription orders are logged in the patient's record in ERMA, where medical staff can check order status. Medication Order Entry is a key portion of the ERMA patient profile. Authorized users can place new orders, renewal orders, and discharge orders from the patient's profile screen. Relevant information is available at a glance without scrolling.

ERMA is updated to include the medication, administration orders, and stop date after a patient's medication order is entered. Active patient orders are shown in the patient profile.

Immediate access to a full list of active medication orders is available through a one-click drill-down in the patient profile.

### **5.3.EE.4 Discharge Medications**

With sufficient notice of discharge, Wellpath will ensure that patients leaving the Clark County Facilities have a 14-day supply of required medications to accommodate the transition of care to a community provider and ensure no lapse in care. Many patients are coping with chronic and/or mental illnesses that require daily medication administration. Before these patients are discharged, Wellpath staff will educate them on how to obtain and maintain their medications. We will also provide links to community resources for prescription services.

### **5.3.EE.5 Dispensing of Medications**

Wellpath will use a local backup pharmacy for dispensing medications during evening and weekend hours, with a local L/R P as needed.

The supporting Diamond pharmacist will screen for interactions, allergies, and other potential issues (such as non-formulary medications) that may need to be addressed with on-site staff before dispensing an order. The pharmacist will also screen each patient's medication profile to ensure safe and therapeutic medication administration. The pharmacist at Diamond will contact the facility nursing staff before filling expensive prescriptions so on-site staff can consider alternatives or request a smaller supply if a patient is scheduled for release. Before dispensing an order, the following is reviewed:

- Duplicate therapy from medications in the same therapeutic class
- Medication interactions and incompatibilities (including drug-drug, drug-order, and drug-age interactions)
- Excessive/sub-therapeutic dosages
- Appropriateness of medication therapy
- Medications refilled too soon, based on facility-specific established parameters
- Medications ordered past the designated stop date
- Clinical abuse or misuse
- Medications that are to be administered as DOT only
- Medications that are to be administered from stock only

### **Packaging and Labeling**

Medications will be labeled, packaged, and dispensed in compliance with all current local, state, federal and department laws, rules, regulations, and provisions, or in their absence, the best practices of the trade and industry standards. Medications will be dispensed in blister card packaging in the quantity ordered. Blister cards provide a specialized filling system for safe, efficient, and cost-effective medication distribution and allow credit for returns of many medications.

### **5.3.EE.6 Storage and Security of Medications**

Wellpath will store medications and pharmaceutical supplies in a secure, locked area approved by facility administration. The medication room and all cabinets will be locked at all times when healthcare staff are not present. Patients will not have access to any medication other than those administered by a qualified staff member.

Wellpath will store bulk supplies separately, taking inventory weekly and when they are accessed. We will maintain inventory records to ensure adequate control.

### **Consulting Pharmacist Review**

A pharmacist with Diamond will review the on-site pharmaceutical program regularly according to state regulations. The pharmacist's review will be documented and a report will be provided to facility administration. The Quality Improvement Committee will review the report and establish corrective action plans for any problem areas.

The consulting pharmacist will provide the following services:

- On-site audits consistent with NCCHC guidelines
- Quality assurance reviews
- Written reports identifying any areas of concern and/or recommendations for improving pharmacy services
- Inspections of stock medication storage areas
- Assurance that all medications are stored under proper conditions
- Removal and replacement of all compromised or expired medications
- Participation in meetings of the Pharmacy and Therapeutics Committee

During the first on-site visit, the consulting pharmacist will review the facility's medication room to obtain an overview of current processes and offer insights on optimal medication management. The pharmacist will also look for issues that may present a problem during a pharmacy inspection. This initial visit typically takes half a day, depending on availability of personnel, questions, facility size, etc.

### Controlled Substances Accountability

Wellpath will store a limited supply of controlled drugs on site under the control of the responsible physician. The HSA or their designee will monitor and account for these medications. Controlled substances must be signed out to the patient at the time they are administered. As an additional level of control, Wellpath treats certain medications that are not controlled, but have the potential for misuse or abuse, as controlled substances.

Wellpath will train nursing staff on the proper procedures for administering, storing, counting, and logging controlled substances. Class II, III, and IV drugs will be counted at the end of each shift by one staff member going off duty and one coming on duty. Any count discrepancies must be reported immediately and resolved before the outgoing staff member leaves.

Wellpath will maintain a clear "paper trail" to comply with DEA guidelines for accountability and record-keeping. Counts will be tracked in a Controlled Substance Log Book with an index and numbered pages to ensure a perpetual inventory and usage record. Controlled Substance Log Books must be retained on site for five years.

### 5.3.EE.7 Formulary Management

Wellpath will use a customized formulary for the Main Jail, Jail Work Center, and Clark County Juvenile Detention Facility to optimize efficacy and total cost of care. We will review the formulary regularly for updates. Immediate formulary changes, with the approval of the site Medical Director and facility administration, will be incorporated with the release of new medications, when clinical information identifies new safety concerns, and when generic products become available. We have provided Wellpath's Pharmacy Formulary & Resource Manual in **Tabbed Attachment B**. Please note that this information is confidential and proprietary.



Wellpath can provide a monthly Formulary Management Report (FMR) that illustrates monthly expenditures, usage, prescribing habits, and trends. We can also provide a formulary exception report listing all non-formulary medications prescribed over a period and sorted by prescriber, medication name, and patient. The report includes the medication's name and strength, dispense date, inmate

name and number, prescriber, cost per prescription, order stop date, primary therapeutic class, secondary therapeutic class, formulary status indicator, and total cost per medication dispensed.

### **Formulary Exceptions**

Intake staff will ask arrestees whether they were undergoing medical, dental, or mental health treatment before arrest. If so, Wellpath staff will ask for the names of the arrestee's current medical providers and contact them to obtain information about current treatment and medications to facilitate continuity of care.

Wellpath staff will ask individuals who report medication use at intake to complete a Release of Information (ROI) form, allowing the medication verification process to begin. A prescribing clinician (physician or mid-level provider) will review verified medications and continue them as clinically indicated. We will expedite medications for life-threatening or serious chronic diseases by obtaining them from a local backup pharmacy.

Wellpath will bridge non-formulary medications for up to 30 days to prevent a break in care and allow the clinician time to review the necessity of the medication. Given the nature of jails as short-stay facilities, we typically continue verified medications (formulary or not) throughout the duration of a patient's stay, unless the patient reports side effects, poor response to the regimen, or a different medication is deemed more clinically appropriate.

To continue a non-formulary medication after the initial bridge order, the prescribing clinician will request continuation of the medication (to include a brief clinical rationale for the medication) through the Wellpath non-formulary medication request process. The Regional Medical Director will review non-formulary requests daily. The HSA will be notified if a non-formulary medication is ordered without the non-formulary request form.

### **Generics, Narcotics, and Off-Label Use**

Wellpath clinicians will prescribe generic medications whenever possible, unless they provide justification for a brand name request. We will track the percentage of generic versus non-generic use and provide statistical reports on all areas of pharmaceutical management.

Wellpath will only administer non-narcotic medications to patients in general population. Patients requiring narcotic medications will be housed in the appropriate non-general population for the period the medications are prescribed for appropriate medical oversight. In keeping with Wellpath policy, providers will use sleep and pain medications only when clinically indicated.

Wellpath policy discourages the dispensing of medication (prescription or OTC) for any off-label use.

### **Pharmacy Reports**

Wellpath offers the most dynamic and complete reporting capabilities in the correctional industry, including customized pharmaceutical reports for each facility. Analysis of monthly utilization data, formulary management data, expenditures, clinical metrics, poly-pharmacy prescribing data, and overall prescribing habits of clinicians is crucial for properly managing budgetary dollars, ensuring proper care, and optimizing patient outcomes. Statistical data is accompanied by graphs illustrating usage and trends.

Wellpath offers statistical reports for pharmaceutical management that simplify analysis of monthly usage, expenditures, prescribing habits, and trends. Basic, ad hoc, requested, and customized reports are available if requested.

### 5.3.EE.8 Disposal of Pharmaceutical Waste

Medications that cannot be returned to the pharmacy (e.g., non-unit-dose medications, medications refused by the patient, and/or medications left by discharged patients) will be destroyed. Wellpath will dispose of pharmaceutical waste in compliance with federal, state, and local laws and regulations.

Wellpath will make every reasonable accommodation to minimize the quantity of pharmaceuticals destroyed. The HSA will be responsible for overseeing, monitoring, and ensuring compliance with the pharmaceutical waste disposal policy.

Wellpath will conduct regular audits to remove discontinued or expired medications. The pharmacy can provide a daily report of medications approaching expiration. They can also set a trigger to alert staff before a medication expires.

Wellpath staff will place pharmaceutical waste in approved collection containers as soon as possible and will complete the appropriate disposal form. We will provide RX Destroyer containers, which will remain locked in the medication room cabinet.

Wellpath staff will ensure that pharmaceutical waste is kept in a secure location. Controlled waste will be counted until disposal. All controlled substances will be stored in a double-locked area with restricted access and continued counts at each shift until they can be destroyed by authorized individuals. This will be tracked in the Controlled Substance Log Book.



### 5.3.FF. Mental Health

#### NCCHC Standard J-F-03

Mental health issues are a growing concern for all correctional facilities and a key focus for Wellpath. We take a proactive approach to the mental health needs of our patients. Our evidence-based mental health programming targets specific presenting issues and addresses recidivism risk factors.

Wellpath's Mental Health Program emphasizes identification, referral, and treatment. Our program is based on established policies, procedures, and protocols that provide consistency of care for each patient. These policies and procedures address the provision of mental health services, including patient assessment and evaluation, suicide prevention, special needs treatment plans, referrals for care, ongoing care, and discharge planning.

We will begin by seeking out community records, verifying psychotropic medication regimens, and securing continuity of care from intake to release. We will initiate referrals for psychiatry services, special needs program enrollment, placement in identified mental health units, and group programming, including substance abuse treatment services when needed. If mental health issues cannot be safely addressed in the correctional setting, we will recommend referral to a more intensive mental health program.



### 5.3.FF.1 Mental Health Screening and Evaluation

#### NCCHC Standards J-E-05, J-F-03

Everyone benefits when a proactive plan of care begins as soon as possible after admission to a correctional facility. This can be an overwhelming and distressing time for incoming patients. Establishing contact and rapport with a mental health provider quickly can help ease concerns and fears by letting the patient know help is available and to establish and/or maintain stability throughout incarceration.

The early identification process will begin at intake to meet emergent, urgent, and routine mental health needs. The Wellpath receiving screening includes specific and structured questions to determine the patient's:

- Risk of suicide
- History of or current psychotropic medication use
- History of psychiatric hospitalization
- History of outpatient mental health treatment
- Current mental status

The mental health component of the receiving screening will take place as individuals enter the facility. Intake staff will refer patients who are mentally unstable, suicidal, or urgently need clinical attention to mental health staff for further evaluation, or to an outside facility for acute care when indicated. We will refer patients with non-emergent mental health needs to mental health staff within the appropriate timeframe.

Individuals who screen positive for mental health concerns will be referred to a Qualified Mental Health Professional (QMHP) for an initial mental health assessment, which will take place as soon as possible, but no later than 14 calendar days after admission. We will prioritize mental health assessments for patients reporting current mental health treatment in the community at intake, as well as those experiencing mental health distress. We will quickly refer individuals displaying acute symptoms (e.g., appearing psychotic or suicidal) for emergency assessment by a QMHP and ensure their safety pending assessment.

Wellpath mental health assessments comply with NCCHC standards and include a structured interview with inquiries into:

- A history of:
  - Psychiatric hospitalization and outpatient treatment
  - Substance abuse hospitalization
  - Withdrawal seizures
  - Medical stabilization for withdrawal and outpatient treatment
  - Suicidal behavior
  - Violent behavior
  - Victimization
  - Special education placement
  - Traumatic Brain Injury (TBI)
  - Sexual abuse
  - Sex offenses

- The status of:
  - Psychotropic medications
  - Suicidal ideation
  - Drug or alcohol use
  - Drug or alcohol withdrawal or intoxication
  - Orientation to person, place, and time
- Emotional response to incarceration
- Screening for intellectual functioning

The mental health assessment includes a risk assessment and a formal mental status examination. If ongoing evaluation and treatment are required, the QMHP will establish a treatment plan, schedule the patient's next session, and make the appropriate referral to a medical and/or psychiatric provider. The QMHP will complete a Suicide Watch Initial Assessment and start suicide watch for patients at high risk of self-harm. We will transfer those with acute mental illness requiring mental health services beyond the facility's scope to an appropriate healthcare facility.

### 5.3.FF.2 Mental Health Staffing

**NCCHC Standards J-C-07, J-F-03**

Wellpath will provide a sufficient number of mental health care providers to deliver mental health care and supervision. Qualified Mental Health Professionals (MHPs) will provide on-site assessment and treatment of patients with clinical symptoms. A licensed psychiatric provider will deliver psychiatric care, including crisis evaluations, psychiatric assessments and referrals, medication and side effects monitoring, and any required follow-up or discharge planning. A licensed psychiatric provider will be on call 24/7.

### 5.3.FF.3 Crisis Management

**NCCHC Standards J-B-05, J-F-03**

Wellpath will identify individuals demonstrating self-injurious behaviors and increased suicide risk and immediately notify mental health staff to evaluate the patient and determine an appropriate disposition. We will assign patients requiring close monitoring to designated spaces, such as safety cells, as a protective measure.

Mental health staff will perform scheduled rounds and evaluations for patients in observation or isolation. They will visit patients in crisis regularly to provide support and evaluate their risk, collaborating with the psychiatric provider if a patient's medications need to be adjusted or reassessed. These visits will also help Wellpath effectively manage medical services utilization, since individuals in crisis often seek medical attention when they need psychological help.

Mental health staff will collaborate with correctional staff daily to review the status of patients on continuous suicide watch and staggered suicide watch. A QMHP will determine whether the patient needs to stay on suicide watch or return to general population and will document the decision in the patient's medical record. Only a QMHP can downgrade patients from continuous to staggered suicide watch and subsequently to other housing.

### 5.3.FF.4 Placement and Housing

#### NCCHC Standards J-B-07, J-F-01, J-F-03

Determining proper placement is an essential component in the process of developing a care plan for patients suffering from mental illness. If a patient with serious mental illness (SMI) will not participate in treatment protocols, mental health staff will determine appropriate housing.

We will consider whether a patient needs to be monitored more closely and placed in alternative housing. Wellpath staff will screen all patients diagnosed with mental illness before placement in alternative housing so placement does not exacerbate their mental illness.

### Inpatient Psychiatric Care

Wellpath will ensure that patients needing off-site specialty care, including inpatient psychiatric treatment, receive services following NCCHC standards. If a mental health patient exhibits a grave disability that cannot be safely and appropriately managed in a specialized correctional environment, mental health and psychiatric staff, in consultation with the Wellpath Director of Psychiatric Services, will consider the need and appropriateness of involuntary commitment proceedings and work to facilitate proper placement.

### 5.3.FF.5 Mental Health Care Requests

#### NCCHC Standards J-E-07, J-F-03

Patients can request mental health care at any time. Wellpath staff will triage all mental health care requests and provide mental health services that meet or exceed NCCHC standards. We will document all requests and review them for urgency and intervention required. The triage nurse will initiate referrals for patients needing consultation with a mental health provider. A QMHP will respond to mental health care requests and conduct patient encounters in accordance with policy.

Wellpath staff will review and triage referrals daily and respond to them according to clinical judgment and NCCHC standards. We will provide adequate staffing to allow for timely mental health evaluations to stabilize individuals with mental health issues as quickly as possible and initiate medication. Mental health staff will manage urgent referrals without delay and the psychiatric provider will follow up as needed. Medical staff will address urgent referrals received after hours and contact the on-call psychiatric provider, as needed.

### 5.3.FF.6 Treatment Planning

#### NCCHC Standards J-F-01, J-F-03

Once safety and stability issues are addressed, the focus shifts to treatment planning and programming designed to move beyond maintenance and address risk factors for recidivism. Key elements to address include cognitive thinking patterns that support criminal behavior, trauma histories, and lack of adequate community support (e.g., housing and other resources).

Our individualized approach to treatment planning will address each patient's needs throughout their incarceration. Treatment plans will include the care to be provided, the roles of the members of the treatment team, and discharge planning.

Wellpath understands the importance of proactive treatment planning and has learned that the delivery of proactive patient care in the correctional setting produces several long-term benefits, including:

- **Fostering patient trust** – Our patients feel important and heard. We provide care with respect and understanding. We familiarize ourselves with each patient's specific situation and needs, including communication with previous care providers to ensure continuity of care while fostering patient trust.
- **Reducing patient emergencies** – We understand our patients and do not wait for an emergency to occur. Instead, we provide active treatment that ensures we understand and meet each patient's needs. Proactive treatment planning and care reduces emergencies that can result from a reactive approach to patient care.
- **Identifying relevant trends** – We conduct CQI audits to evaluate our programs and to help us anticipate issues before they occur. We systematically review the quality of our mental health services throughout the year and take actions to improve processes and outcomes based on these reviews.
- **Improving the level of services being offered** – We work closely with facility administration to develop site-specific improvements where possible.

### 5.3.FF.7 Mental Health Promotion

#### **NCCHC Standards J-B-01, J-F-03**

Wellpath will provide patient education on mental health, self-care, and healthy lifestyle promotion. We will educate patients on their conditions, their role in their treatment plan, and the importance of adhering to the plan. Education will include information regarding continuity of care following release. We will document this education in the patient's medical record.

Incarceration can give individuals the opportunity to pursue life skills development and sobriety. Various group topics may include:

- Life skills
- Self-esteem building
- Identifying stressors
- Anger de-escalation
- Goal setting
- Communication and problem solving
- Psychoeducational groups on managing anxiety, sleep hygiene, coping with depression, coping with bipolar, and coping with ADHD

We can also offer services to educate patients on identifying, navigating, and applying for community services upon release.

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## 5.3.FF.8 Counseling Services

### NCCHC Standard J-F-03

As part of the mental health evaluation, mental health staff will evaluate individuals with significant mental health needs for enrollment in individual or group counseling services to address their mental health needs.

Wellpath offers group therapy that complements other fundamental aspects of our mental health program, including crisis management, special needs programming, intake evaluations, and suicide prevention. We can provide group programming for patients with mental health issues, assuming the availability of space at the MJ. We will also consult with Clark County regarding the continuation of groups already being offered.

Wellpath uses evidence-based programs for both individual and group counseling, several of which are described in this section. We look forward to discussing these and other options to ensure our mental health programming meets the needs of the MJ, JWC and Juvenile Detention Facility's patient population.

**Thinking for a Change (T4C)** – An integrated cognitive behavioral change program that incorporates research from cognitive restructuring theory, social skills development, and the learning and use of problem-solving skills. The three components of Thinking for a Change are: cognitive self-change, social skills, and problem-solving skills. The cognitive self-change component teaches individuals a concrete process for self-reflection aimed at uncovering antisocial thoughts, feelings, attitudes, and beliefs. Social skills instruction prepares group members to engage in pro-social interactions based on self-understanding and consideration of the impact of their actions on others. The problem-solving skills component integrates the two previous interventions to provide group members with an explicit step-by-step process for addressing challenging and stressful real-life situations.

**Dialectical Behavior Therapy (DBT)** – Dialectical Behavior Therapy (DBT) is a therapeutic methodology designed to treat persons with borderline personality disorder. DBT combines standard cognitive-behavioral techniques for emotion regulation and reality testing with concepts—largely derived from Buddhist meditative practice—of mindful awareness, distress tolerance, and acceptance. DBT is the first therapy that has been experimentally demonstrated to be effective for treating borderline personality disorder. Research indicates that DBT is also effective in treating individuals who represent varied symptoms and behaviors, including self-injury, associated with spectrum mood disorders.

**Beyond Trauma** – For female patients with trauma histories/PTSD diagnosis, this program is associated with “Helping Women Recover,” a program designed for justice-involved populations. Based on relational therapy, Cognitive Behavioral Therapy (CBT), mindfulness, expressive arts, and body-oriented exercises. Participants gain an understanding of the impact of experienced trauma on their physical and mental health and learn strategies for improved coping to decrease depression and anxiety symptoms and improve interpersonal relationships.

**Codependent No More** – A discussion-based group using workbook curriculum from the author of Codependent No More. Participants explore relationship dynamics that impact their sobriety and how to manage their basic needs without engaging in maladaptive behaviors. With instructive life stories, personal reflections, exercises, and self-tests, Codependent No More is a simple, straightforward,

readable map of the perplexing world of codependency, charting the path to freedom and a lifetime of healing, hope, and happiness.

**Start Now** – Designed for correctional populations, this program incorporates CBT, motivational interviewing, neurocognitive modifications, trauma-sensitive care, gender-specific guidance, focusing skills, and functional analysis in a highly structured, non-judgmental approach to skills building. Two primary areas targeted—focusing skills and functional analysis—learning the ABC model for behavior (activators, behavior, consequences). The program includes versions for forensic psychiatric populations and community settings.

**Social Skills Training for Schizophrenia** – Learning activities utilizing behavioral techniques that enable persons with schizophrenia and other disabling mental disorders to acquire interpersonal disease management and independent living skills for improved functioning in their communities. A large and growing body of research supports the efficacy and effectiveness of social skills training for schizophrenia. When the type and frequency of training is linked to the phase of the disorder, patients can learn and retain a wide variety of social and independent living skills. Generalization of the skills for use in everyday life occurs when patients are provided with opportunities, encouragement, and reinforcement for practicing the skills in relevant situations. Recent advances in skills training include special adaptations and applications for improved generalization of training into the community, short-term stays in psychiatric inpatient units, dually diagnosed substance abusing mentally ill, minority groups, amplifying supported employment, treatment refractory schizophrenia, older adults, overcoming cognitive deficits, and negative symptoms, as well as the inclusion of social skills training as part of multidimensional treatment and rehabilitation programs.

### 5.3.FF.9 Suicide Prevention and Intervention Program

#### NCCHC Standards J-B-05, J-F-03

Suicide is a leading cause of death in jails, and Wellpath takes suicide awareness and prevention very seriously. Our Suicide Prevention Program is based on policies and procedures that address education, screening, intervention, special needs treatment plans, and ongoing care. Along with existing policies and procedures, this will include a step-down program from acute suicide watch.

Mental health staff will collaborate with correctional staff daily to review the status of patients on constant and staggered observation. A licensed MHP will determine whether the patient needs to stay in observation or return to general population and documents the decision in the patient's health record. Only a licensed MHP can step down patients from close observation to a staggered suicide watch and subsequently to other housing.

The program includes enhanced staff training, assessment using the Columbia-Suicide Severity Rating Scale (C-SSRS), and monitoring of individuals at increased risk for suicide. Mental health staff will support patients who have been affected by suicide and help them adjust to the situation.

#### Enhanced Staff Training

Wellpath training for healthcare staff includes an intense focus on suicide prevention and emphasizes communication and teamwork between healthcare and correctional staff. We train both healthcare and correctional staff to recognize when a patient needs emergency mental health care, based on questions asked at intake, identified risk factors, and warning signs of self-harming behavior. [In the envelope of](#)

our original proposal, we have included a USB drive containing Wellpath Suicide Prevention Campaign videos for both adults and juveniles. **Please note that these videos are confidential and proprietary.**

Ongoing and frequent staff training on suicide prevention is central to the Wellpath Suicide Prevention Program. Suicide prevention training is mandatory during new employee orientation and also is reinforced at least twice a year for all Wellpath employees and subcontractors. We use best practices and continuously review the available literature to maximize the effectiveness of the training we provide, treatment resources we use, policy requirements, and associated procedures.

As part of our continual focus on suicide prevention and awareness, Wellpath's Regional Directors of Mental Health distribute monthly suicide prevention bulletins to the company.

### Sample Monthly Suicide Prevention Bulletin

Mental health professionals (MHPs) have an extremely important and sometimes very difficult and daunting responsibility to assess and assist patients to prevent suicide. There are a number of risk and protective factors that must be considered when determining risk. Risk factors are characteristics of a person or his or her environment that increase the likelihood that he or she will die by suicide, whereas protective factors are personal or environmental characteristics that help protect people from suicide.

Example risk factors:

- Prior suicide attempt
- Family history of suicide
- Feelings of hopelessness
- First incarceration
- Intoxicated or detoxing
- Mental health history

Example protective factors:

- Family/social supports
- Reasons for living
- Future oriented/goals
- Self-esteem
- Coping skills
- Problem solving skills

MHPs assist potentially suicidal patients to identify risk and protective factors while working collaboratively with them to identify coping skills, reasons for living, and a plan for when he or she may be feeling suicidal. Being able to document successful collaborative safety planning may benefit the employee and company with regards to liability, and provides the patient with an individualized plan aimed to prevent suicide.

## Identification of Risk

Wellpath uses an integrated approach to mental and behavioral health care that prioritizes suicide risk identification, management, and reduction. Certain times during incarceration pose a higher risk of suicide, such as within the first 14 days of incarceration, after major sentencing, during detoxification and the week following detoxification, and after learning of a significant loss or bad news. Although all suicides cannot be predicted or prevented, we believe that the risk and the prevalence of suicide can be reduced through proper screening, training, management, follow-up, and treatment.

Effective mental health screening at intake is a critical component of the Wellpath Suicide Prevention Program. Because it is crucial to identify this risk immediately, the Wellpath receiving screening tool contains an enhanced suicide potential screening. Positive screens, which reflect acute symptoms of mental illness or ideation of danger to self or others, trigger an immediate referral to Wellpath mental health staff. Individuals having suicidal ideation or appearing to be in crisis receive an urgent referral to mental health staff. Patients with a history of mental illness and/or mental health treatment also trigger a referral to mental health staff.

Upon referral, mental health staff will complete a Suicide Watch Initial Assessment. The Wellpath Suicide Watch Initial Assessment uses the C-SSRS to aid in determining whether a patient is at risk for suicide, assess the severity and immediacy of the risk, and gauge the level of support needed. Should mental health staff identify the patient as being at risk for self-harm or suicide, they will initiate suicide watch protocols.

Patients may report suicidal ideation to medical, mental health, or correctional staff. Correctional staff and family members also may express concerns. Regardless of the source, Wellpath staff will promptly follow up on and document these concerns. Wellpath staff will take all self-harm behavior and suicidal comments seriously and act upon them immediately. We will place patients believed to be a suicide risk on suicide watch until they can be evaluated by mental health staff and ultimately cleared by a qualified mental health professional.

### **Referrals and Monitoring**

Patients demonstrating self-harming behaviors, those identified as suicide risks, and those who appear to be in crisis will receive an urgent referral to mental health staff for immediate evaluation. Wellpath recommends placing these patients on constant observation until mental health staff can complete the evaluation and determine an appropriate disposition. We will increase monitoring appropriate to the level of risk. Wellpath suggests the following options for those at risk for self-harm:

- **Continuous Watch** – Constant observation of the patient
- **Staggered Watch** – Direct observation of the patient at staggered intervals not to exceed 15 minutes

Mental health staff will monitor patients on suicide watch daily and create a treatment plan for follow-up care. When a patient is released from suicide watch by a licensed mental health professional, mental health staff will follow up based on a clinical algorithm, starting within one-to-three days post-suicide watch and consisting of two-to-three follow-up visits. Mental health staff will administer the C-SSRS to assist in supporting the clinical decision to discontinue the watch. They will also develop a treatment plan addressing suicidal ideation and its re-occurrence and provide additional follow-up care, as needed.

### **5.3.FF.10 Multidisciplinary Communications**

#### **NCCHC Standards J-B-07, J-F-03**

Wellpath will encourage open communication among mental health, medical, and correctional staff. Collaborative patient care requires cooperation and coordination between medical and mental health teams. Integrating patient information in an accessible medical record will promote and enhance this effort by allowing medical and mental health staff to make decisions based on all data and information.

Wellpath will maintain up-to-date and accurate medical records, service delivery logs, and other reports related to mental health services. We will also participate in periodic administrative and Continuous Quality Improvement (CQI) meetings regarding mental health services.

### **Collaboration with Correctional Staff**

Wellpath mental health staff will collaborate with correctional staff in the provision of services and operations, day-to-day activities, future planning, and evaluation of services. We will focus on effective,



ongoing communication to ensure all parties are fully aware of special needs or concerns within the mental health population. We will participate in the Integrated and interdisciplinary team (IDT), to develop treatment plans for inmates displaying manipulative behaviors or disruptive behaviors that challenge the orderly operation of the jails. Our team will assist in post-trauma incident debriefings when requested and collaborate with community mental health agencies to coordinate care.

Wellpath staff will provide data for the classification, security, and control of patients to the appropriate correctional staff. We will notify correctional staff when a patient has a significant illness that affects housing or program assignments, disciplinary sanctions, or transfers to another institution. Wellpath staff will share pertinent clinical information with appropriate correctional staff to facilitate housing in the appropriate area of the MJ and to ensure proper treatment of patients with long-term and individualized mental health needs.

## Correctional Officer Training

### NCCHC Standard J-C-04

Wellpath routinely trains correctional staff on responding to emergencies, handling life-threatening situations, and their responsibility for the early detection of injury or illness, including recognizing the signs of mental illness. We also offer suicide prevention training to correctional staff to help them recognize when an individual needs emergency mental health care, based on questions asked during booking and any warning signs of self-harming behavior.

If desired by Clark County, we will provide focused correctional staff training on mental health topics, such as:

- Legal aspects of correctional mental health care and the issues
- An overview of the most prevalent mental health diagnoses
- Review of common medications and their potential side effects
- Medical stabilization for withdrawal from substance use disorder
- Communication between clinical and correctional staff
- Intense focus on suicide prevention and teamwork between clinical and correctional staff

### *Individualized Treatment Plans*

Each patient is an individual with his or her own familial, cultural, developmental, and social history. Experiences such as exposure to violence, bullying, and instability in their environment can greatly affect an individual's mental health needs. As such, Wellpath will develop an individualized treatment plan for each patient in the mental health program. Mental health staff will select the interventions to be used with each patient based on the focus areas identified in the treatment plan.

Wellpath will provide trauma-informed, person-directed treatment planning from admission to discharge. Treatment plans will be individualized, person-centered, holistic, achievable, measurable, age-appropriate, and written in a language understandable to the patient and his or her family/guardians. The patient will be invited to participate in the development of the treatment plan, which will serve as a blueprint to guide treatment.

Wellpath has more than three decades of experience developing individualized treatment plans based on multidisciplinary assessments for individuals who experience mental illness and/or developmental disabilities. Our clinical leaders will train mental health staff to develop treatment plans that take into consideration the patient's input and strengths. Plans will include specific issues from assessment results, SMART short-term and long-term goals, and recommended interventions. They will also indicate the frequency of treatment and the team member responsible for providing the treatment.

Treatment plans will be based on the patient's psychiatric, medical, and psychosocial needs and strengths as identified through the various assessments. They will focus on improving the patient's psychological and physical functioning and typically contain:

- A list of all psychiatric and medical diagnoses
- A list of issues that are to be addressed
- Goals and measurable objectives for each issue
- Specific active treatment modalities/interventions to address each goal/objective and frequency
- Timeframes and measures to evaluate progress
- Signatures of the healthcare staff and the patient

Mental health staff will review the treatment plan at each patient encounter and document the patient's progress toward treatment goals. Treatment plans will be reviewed for effectiveness at regular intervals as established by the treatment plan or upon request by the patient (or a juvenile patient's parent/guardian). Plans will also be reviewed if there is a significant change in the patient's condition or diagnosis, or as otherwise clinically indicated. Mental health staff may revise the treatment plan based on the patient's current clinical issues, needs, and response to treatment.

### 5.3.FF.11 Psychiatric Services

#### NCCHC Standards J-B-05, J-D-01, J-E-05, J-F-03

Wellpath emphasizes high standards of psychiatric care by providing quality evaluation and treatment to patients with serious mental health issues. Our written policies, procedures, and clinical letters for psychiatric services, which address treatment planning, laboratory studies, informed consent, non-compliance, and management of various conditions, are based on national standards, best practices, and new epidemiological developments and trends. Our psychiatric services comply with all applicable state and federal rules.

Based on results of the mental health screening and/or initial mental health assessment, patients may be referred for further evaluation. A psychiatric provider completes a comprehensive psychiatric evaluation in response to positive findings on the mental health screening and/or assessment, referral from custody or health care staff, or patient request for mental health services. Staff may refer any patient for psychiatric evaluation if clinically indicated.

A licensed psychiatric provider delivers psychiatric care, including crisis evaluations, psychiatric assessments and referrals, medication and side effects monitoring, and any required follow-up or discharge planning. Wellpath provides efficient psychiatric coverage using a combination of Psychiatrist and Psychiatric Nurse Practitioner hours. A licensed psychiatric provider is on call 24/7. Our psychiatric providers:

- Assess and manage acute and chronic mental health illnesses
- Collaborate with somatic medical providers to provide integrated care
- Prescribe psychiatric medications
- Assess the need for off-site inpatient hospitalization
- Assess suicidal patients

The Psychiatrist monitors appropriate therapies and medications while observing and differentiating between signs and symptoms associated with normal human physiology and those indicative of pathological changes. The Psychiatric Nurse Practitioner performs comprehensive assessments; develops and implements treatment plans; evaluates the effectiveness of interventions and makes revisions as necessary; and initiates, monitors, and alters medications and treatments as needed according to patient need and approved protocols.

### Juvenile Psychiatric Services

Wellpath will provide psychiatric services for the Juvenile Detention Facility. Medications and other Juvenile needs will be coordinated with the Juvenile Facility's Psychologist.

### Psychotropic Medications

#### **NCCHC Standards J-D-01, J-F-03**

Wellpath's psychiatric care includes the prescribing and administration of psychotropic medication as indicated. Other standard features of the psychiatric care delivered by Wellpath include specialized physical examinations to monitor for potential side effects and unfavorable drug-to-drug interactions, scheduled lab work, vital signs monitoring, medical counseling, psychoeducational sessions, and coordination with court-assigned forensic staff as required.

Our psychiatric staff will prescribe psychotropic therapy only as clinically indicated. Aided by trained nursing staff, they will monitor patients for medication adherence, drug toxicities, and any medical comorbidities that may impact treatment response. For patients beginning new medication therapy, in addition to a thorough clinical assessment, the psychiatric provider will conduct a medical record review, educate the patient on medication treatment options, and obtain specific informed consent from the patient.

When it is determined that a patient received mental health care prior to incarceration, efforts will be made by the nursing staff to obtain treatment information and verify medications from community providers to facilitate continuity of care. Arrestees who report current psychotropic medication use at intake are asked to complete a Release of Information (ROI) so that the medication verification process can begin. Patients currently taking psychotropic medication upon arrival in booking will be seen by the psychiatrist, physician, or mid-level provider within 72 hours of admission.

#### *Medication Education*

Wellpath staff will educate patients on the risks and benefits of prescribed medications at the time of the medication order and document the education in the patient's health record. Education will include informed consent, verbal information, and (where available) written information related to contraindications. We will obtain and document informed consent before initiating psychotropic medication, when possible.

Wellpath staff will educate pregnant patients on the risks of taking the prescribed medication(s). We will test all female patients for pregnancy before prescribing psychotropic medications if the patient has not already been tested.

### *Emergency Medication Protocol*

The right to refuse mental health treatment is inherent in informed consent; however, psychiatric emergencies do occur. Wellpath has developed an emergency psychotropic medication protocol for patients determined by a physician to be dangerous to themselves or others due to acute psychiatric symptoms. The emergency administration process complies with NCCHC standards, as well as applicable laws and regulations governing the emergency use of forced psychotropic medications.

Wellpath will prescribe emergency psychotropic medications only when clinically indicated. We do not use psychotropic medications for disciplinary reasons or to manage negative behaviors associated with personality disorders. Our quality improvement process monitors emergency administration of psychotropic medications after it occurs.

When we administer an emergency medication, we will observe the patient continuously for at least one hour. During this time, we will monitor vital signs, including respiratory status. The patient will remain on continuous observation watch until a mental health professional, through a face-to-face evaluation and consultation with a psychiatric provider, determines that the patient is no longer an imminent threat to self or others.

If a second dose of emergency psychotropic medication is considered, the Psychiatrist will reconsider the entire course of care during the immediate event. In no case may a Psychiatrist order a third dose of emergency psychotropic medication without a face-to-face evaluation of the patient. In these cases, the Psychiatrist will also consider whether to petition for commitment to an inpatient psychiatric unit if the patient is determined to present a need for this level of care.

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

### **NCCHC Standard J-B-01**

Much of the incarcerated population suffers from poverty, homelessness, lack of health insurance, mental health issues, and ongoing substance abuse. These groups are often the ones most in need of care. Budget cuts to health and human services in many communities have made accessing healthcare difficult for under-served patients who need it most. We may be the only chance some patients have to access quality medical and mental health services, and we take that responsibility seriously.

Most offenders are under our care for a limited time, so we will focus on health education and discharge planning from Day One. Beginning at intake, we will help patients manage their conditions and inform them of resources in the community to help them after release. Our goal is to educate patients about all resources available to them to confront the challenges of sustaining a healthy and crime-free lifestyle after they have been released from custody. We will work hard to provide as many community resources as possible to enable discharged patients to continue their treatment plans. By enhancing their physical and mental health, we will play a role in **reducing the patient's likelihood of recidivism**.

## 5.3.GG.1 Health Education

### NCCHC Standard J-B-01

Wellpath emphasizes the importance of patient awareness of their healthcare needs, issues, and diseases. We will provide our patients at the MJ, JWC, and Juvenile Detention Facility with detailed information on self-care strategies, personal hygiene, healthy lifestyle choices, getting better sleep, coping with anxiety and depression, and maintaining optimal health. We will also offer health education through group sessions for widespread issues such as MRSA, smoking cessation, fitness, and the flu.

Patient health education will begin at intake and during patient-provider encounters. Patients with chronic conditions such as asthma or diabetes will receive additional health education emphasizing proper health management and nutrition. We will educate patients on their condition, their role in the treatment plan, and the importance of adhering to the plan. We will also recommend lifestyle modifications and information on continuity of care after release. Patient education will be documented in the medical record.

### Educational Materials

Wellpath will collaborate with Clark County to customize a health education program for the specific needs of the MJ's patient population, including, but not limited to, chronic and communicable diseases prevalent in Clark County.

Wellpath will provide health education in multiple formats, including oral instructions during patient-provider encounters and written information such as brochures, pamphlets, orientation packets, and instructional posters. Educational materials will be available in the clinic and other accessible areas. We can add electronic versions to kiosks or tablets in housing units with Clark County's approval.

Wellpath provides health information to patients verbally and in writing, in a language the patient understands, following NCCHC, Americans with Disabilities Act (ADA), and National Culturally and Linguistically Appropriate Services (CLAS) standards. We use other forms of effective communication, such as American Sign Language or other means of non-verbal communication, when necessary.

Patient education materials will be available in English and Spanish and will be translated into other languages as needed. Wellpath also uses a translation service to interpret any spoken language. Our goal is to ensure effective communication of health education with all patients, regardless of disabilities or language barriers.

### Juvenile Health Education

Wellpath understands the unique needs of the juvenile population based on their ongoing growth and development. We will provide health education to juveniles with chronic conditions such as asthma or diabetes to reinforce the importance of proper health management. Understanding the importance of family involvement, we will communicate with each juvenile's parents/guardians regarding his or her condition as appropriate.

Wellpath offers a variety of health education programs that can be customized to meet the specific needs of the Juvenile Detention Facility. For example, in Louisiana, where we have provided statewide juvenile healthcare services for the Louisiana Office of Juvenile Justice (OJJ) since 2010, we implemented

health education programs that have proven to be effective preventative tools with the youth population. Wellpath nurses coordinate with the Louisiana OJJ teachers to conduct health education in the classroom setting, which has boosted youth participation.

## Medical Reference Library

Wellpath maintains a comprehensive library of course content for preventive health education that we will customize for a readily available training agenda and scheduled delivery. Healthcare staff will have instant access to a medical reference library that includes basic reference texts related to diagnosis and treatment in a primary care setting.

### *UpToDate*

Wellpath staff can also access UpToDate® Clinical Knowledgebase and Support Tools, an online resource for evidence-based medical references and patient education materials on a wide range of topics.

**UpToDate helps to increase the quality of patient care by allowing providers to print patient education materials and discuss them with the patient while they are together.**

UpToDate covers more than 10,000 topics across 22 medical specialties and offers more than 9,000 graded recommendations, 27,000 graphics, and 380,000 Medline abstracts, as well as references and a drug database. Content is reviewed and edited continuously and updated every weekday.

UpToDate includes treatment recommendations based on the latest and best medical evidence. Recommendations are kept current with newly released studies and practice changes. Topics available within medical specialties in UpToDate include:

- Medical calculators
- Adult primary care
- Allergy & immunology
- Cardiology
- Critical care
- Drug information
- Emergency medicine
- Endocrinology
- Gastroenterology
- Nephrology
- Neurology
- Hematology
- Hepatology
- Infectious diseases
- Oncology
- Pulmonology
- Rheumatology
- Surgery
- Internal medicine
- Geriatrics
- Psychiatry
- Dermatology
- Palliative care

UpToDate is evidence-based and uses a literature-driven updating system. More than 450 journals are monitored by more than 5,700 doctors, editors, and authors. When new and important information is published, it is incorporated into the program. The keyword is “incorporated.” UpToDate is not a journal watch. **New studies are not simply added, but rather are placed in the context of what has already been published in that field.** This instant availability of continuously updated, evidence-based healthcare information, accessible from inside the medical record, helps medical staff provide the highest quality of care.

UpToDate also includes a continuing education feature that allows physicians and nurses to use their time in the program for credit of AMA PRA Category 1 CME/CEU credits toward maintaining their licenses and applicable certifications. In one study, **90% of users reported that UpToDate makes them a**

**better doctor.** UpToDate is recognized as an official educational tool by multiple medical organizations, including:

- The Society of General Internal Medicine
- The American College of Rheumatology
- The American Gastroenterological Association
- The American Thoracic Society
- The Endocrine Society and the Hormone Foundation

## 5.3.HH. Transfer of Medical Information

**NCCHC Standards J-A-08, J-D-06, J-E-09**

Wellpath will prepare medical information to accompany patients traveling to an off-site specialty appointment, hospital, or emergency room. We will communicate pertinent health information to local specialty providers upon referral. Patients will travel with a medical transfer summary containing all necessary information required for the continuation of treatment.

Medical records being sent to the receiving treatment provider will be placed in a sealed envelope labeled "Confidential." Additionally, another envelope marked "Confidential" will be placed inside the first envelope to ensure that returning medical information remains confidential to the patient. Confidential patient information will be given to custody and returned immediately to the medical unit upon completion of the off-site medical appointment.

### 5.3.HH.1 Return from Off-site Medical Care

**NCCHC Standards J-A-08, J-D-06, J-D-08, J-E-09**

All information and documentation returned with the patient from an outside provider will become part of the patient's medical record. This typically includes a disposition and instruction sheet that describes actions taken, orders written, findings from consults, treatments performed, and a detailed discharge summary for those returning from inpatient hospitalization.

Patients returning from off-site appointments will be seen by the on-site provider in a timely manner. When patients return from an off-site appointment or hospital stay, a medical provider will see them during the next provider sick call clinic and document the follow-up in the patient's medical record. Wellpath will maintain an active log of off-site care to facilitate this process.

## 5.3.II. Medical Records

Wellpath is prepared to implement our Electronic Record Management Application (ERMA®), a web-based application specifically designed to operate as part of the healthcare delivery system inside correctional facilities. More than 150 Wellpath clients use ERMA as their complete electronic medical record solution.



ERMA will interface with your Jail Management System (JMS), Executive Information Systems (EIS), to give medical and mental health staff instant access to important healthcare information for each patient. Our advanced technology will create operational efficiencies by giving facility administration the information needed to better manage care. Wellpath developed, owns, and supports ERMA, which gives

us the flexibility to make enhancements to the system and upgrade our client facilities with new features as they become available, **at no additional cost**.

ERMA's features and benefits are summarized in the following table.

ERMA Features and Benefits	
Our Feature	Your Benefit
<b>Ease of implementation</b>	Web-based system with no software to install, making implementation easy
<b>Increased efficiency and improved patient care</b>	Instant access to patient records; immediate availability of health data for re-admitted patients; Problem lists are retained across all incarcerations within the facility
<b>Remote hosted solution</b>	Hosted on Wellpath servers, which removes the burden of on-site hosting; ensures continuous access to records, even during a disaster
<b>High-availability platform</b>	Highly available and scalable; uses Microsoft technology, including SQL Server Enterprise and C#.net; load balanced across many web servers and replicated to a redundant data center in a different state; client systems only need the Microsoft Net Framework and Google Chrome to access system
<b>Enterprise architecture</b>	Functions as part of the overall healthcare delivery platform to increase productivity and efficiency among all disciplines; end-to-end encryption provides secure access to patient data
<b>Dynamic and static document capabilities</b>	Flexibility to use both electronic input and scanned paper entry to integrate workflows into a single patient chart; dynamic documents allow for capture and reporting capabilities
<b>Physician order entry</b>	Supports the integration of medication order entry and HL7 transmission to the pharmacy provider, providing real-time prompting of contraindications and/or duplicate therapies
<b>Customizable Queues</b>	Customized queues give single-click access to manage patient referrals (e.g., patients needing receiving screenings, health assessments, and chronic care follow-up)
<b>Automated problem tracking</b>	Master problem list tracks chronic and acute, active and inactive problems via ICD 10 codes; problems may be reported (as entered by a nurse), or confirmed (as entered by a provider)
<b>Patient fee tracking</b>	Site-configurable to allow capture and reporting of pre-determined sick call and prescriptions fees; easily creates list of approved charges for processing
<b>Integrated Care Management for off-site services</b>	Distinctive scheduling capability gives utilization management teams a comprehensive view of the patient's medical history, including on-site and off-site care; Wellpath care management team provides integrated case notes, allowing on-site providers to continue directing patient care even when the patient is off site
<b>Unique reporting capabilities</b>	Designed exclusively for the correctional environment, with reporting features that support daily activities in correctional facilities
<b>More efficient use of nursing resources</b>	Designed specifically for correctional workflows, allowing our staff to perform their jobs more efficiently; other EMR systems necessitate increased staffing to accommodate longer process flows
<b>UpToDate provider reference and patient education materials</b>	Integrated with the UpToDate® Clinical Knowledge-base and Tools set, providing single-click access to valuable medical resource materials; supports integration of site-specific patient education materials



## Implementation

Because ERMA is a web-based system, Wellpath only requires the following:

- High-speed internet connectivity and access to wireless service (if available) or electrical outlets in areas where medical services occur
- A simple data extraction from the client JMS so we can build the interface between the two systems; this allows us to initiate the medical record at intake



## Training

Other EMR systems require intense training sessions that leave staff feeling overwhelmed and unsure of how to work the system into their everyday processes. ERMA's user-friendliness allows medical personnel to become competent beginner users in a fraction of the time.

In addition to our Implementation Specialists, we have selected a specialized group of Wellpath Warriors to assist in the successful transition to ERMA. Wellpath Warriors are operational and process experts who assist in the ongoing support of the on-site staff. Most Wellpath Warriors are correctional nurses who easily relate to and build rapport with the on-site staff. This rapport is key as we launch the ERMA system. The Wellpath Warriors stay at the facility and provide support and on-the-job training for an agreed upon time period following the go-live date.

Following successful training and implementation, the site is transitioned to the support of our Wellpath Helpdesk. Helpdesk employees are trained to support our clinical technology platforms and can provide basic training to solve most issues remotely. Site leaders are encouraged to escalate all EMR needs to our helpdesk team to ensure proper triaging and escalation. These support measures allow us to successfully deliver effective EMR technology to our client facilities.

## Patient Management Capabilities

ERMA organizes patient records to allow record indexing and retrieval by patient name, patient number, date of birth, admission date, or other identifiable data elements.

## Patient Profile

Patient Profile provides a snapshot of the patient's essential information, including but not limited to problems, medications, allergies, diets, appliances, etc. Data flows seamlessly between other areas of the patient chart back to the Patient Profile.

## Problem List

ERMA complies with the problem-oriented medical record format and standards. The Problem List contains both acute and chronic care problems via a list of ICD 10 codes. Problems may be identified by nursing staff in a "rule-out" status, which can later be confirmed by a provider, or entered by the provider themselves. Problems may be added from the Patient Profile screen or from a dynamic form.

## Documents

ERMA supports dynamic (interactive data entry) and static (scanned) documentation. Following form creation by the Wellpath Forms Committee, forms are then passed on to our EMR Administration Specialists for implementation in both static and dynamic format in ERMA. All future changes and/or

site-specific changes to forms must be approved by the Wellpath Forms Committee prior to implementation in ERMA. This allows for consistency among all sites companywide.

ERMA contains Wellpath's standard form set, which includes:

- Chronic Care / Provider Care
- Clinic Forms
- Communicable Disease / Infection Control
- Consents and Refusals
- Dental
- Detox / MAT
- Diagnostic
- Discharge Forms
- Health Histories and Physical Exams
- Health Service Request Forms
- Hospital / Emergency
- Infirmary / Outpatient Housing Unit
- Intake
- Mental Health
- Monitoring
- Nursing Documentation Tools
- Outside Records
- Pharmacy
- PREA
- Referrals
- Suicide Watch

### *Dynamic Documents*

Healthcare professionals can document patient encounters quickly and easily through ERMA's dynamic documents feature. Dynamic documents are built, implemented, and maintained by our Administration Specialists.

### *Static Documents*

Static documents located in the ERMA system may be printed for handwritten documentation. Each document is barcoded for ease of indexing upon scanning back into the ERMA system.

### *Document Signatures*

The capturing of electronic signatures is a feature of all dynamic forms. In addition, ERMA also offers a signature hierarchy feature. For example, specific documents can be routed to nurses, medical providers, and/or mental health providers for review, capturing electronic signatures at each step.

## **Order Entry**

ERMA Order Entry is a state-of-the-art medication and treatment ordering system used by clinicians. Medication orders are sent via HL7 interface to the contracted pharmacy to be filled. Orders also immediately flow to the patient's eMAR for administration by nursing staff.

## **Scheduler**

The ERMA scheduling feature allows staff to schedule future patient appointments within the EMR system. Appointments may be marked as scheduled, attended, refused, etc. and may be viewed by patient or by facility.

## Queues

ERMA queues allow tracking of key events in the patient care lifecycle, such as receiving screenings, health assessments, chronic care visits, patient referrals, etc. ERMA allows customization of the queues to organize only the queues applicable to the user's job duties. For example, patients needing receiving screenings or health assessments can be viewed by the clinician in a list view.

## Results Capturing and Reporting

ERMA can generate statistical reports and identify outliers beyond agreed-upon periods. The ERMA report library contains more than 100 standard reports that can be customized to meet specific requirements. The following sample reports show receiving screening statistics, the number of health assessments completed within the required timeframe, and chronic care clinic compliance.

## Technical Support and Customer Service

Wellpath offers the highest level of technical support programs in the industry. We will work closely with Clark County from implementation throughout the contract to provide uninterrupted support of ERMA. The Wellpath Helpdesk is available twenty-four (24) hours, seven (7) days a week.

## 5.3.JJ. Infectious Waste Disposal

Wellpath will collect, store, and remove infectious waste and sharps containers following state and federal regulations. Biohazardous waste disposal is governed by policy and procedure and includes proper containment, housing, and disposal. Wellpath staff follow standard precautions to minimize the risk of exposure to blood and body fluids of potentially infected patients.



Wellpath controls the proper disposal of sharps using disposal containers. Through the services of Stericycle, we provide red biohazard bags for waste disposal and biohazard boxes for bundling and disposal. Wellpath has a national contract with Stericycle for the disposal of biohazardous and infectious waste. Stericycle is a leader in the medical waste industry and specializes in biohazardous waste disposal.



Wellpath will work with Stericycle and Clark County to maintain a regular pickup schedule. Pickup frequency is typically based on volume and storage space availability. The HSA will maintain pickup tracking forms on site.

## 5.3.KK. Supplies and Equipment

### NCCHC Standard J-D-03

### 5.3.KK.1 Equipment

Wellpath will be responsible for medical, dental, and office equipment required to operate Clark County healthcare program. We will work with the County to ensure necessary equipment is available for start-up and will maintain the equipment to perform all contracted services. Materials and equipment will comply with American National Standards Institute (ANSI) standards or with the rules of the Food and Drug Administration under the Safe Medical Devices Act.

### 5.3.KK.2 Repair and Maintenance

Wellpath will coordinate the timely maintenance, repair, and replacement of necessary equipment due to reasonable and expected wear and tear. We will provide general scheduled maintenance and inspections for X-ray and other medical equipment under the manufacturer's suggested maintenance schedule. Should equipment become non-serviceable due to routine use, we will replace it.

Wellpath personnel will only use the property and equipment made available under the contract. We will train medical personnel to use the equipment before operating it. Wellpath will be responsible for loss or damage to any property or equipment resulting from negligence or carelessness by our employees or subcontractors.

### 5.3.KK.3 Supplies

Wellpath will provide supplies for on-site care and treatment, including laboratory, radiology, medical, and dental supplies. Our supplier, McKesson Medical-Surgical, is the nation's largest distributor of wholesale medical supplies and equipment. **Our purchasing volume gives us the best pricing in the industry for goods and services.**



**Wellpath has a dedicated Procurement Team working with our vendor partners on a daily basis to ensure we have the right products, at the right time, for the right price available to care for our patients.** They also work cross-functionally with the Wellpath Clinical Team to better understand the needs of our patients.

### 5.3.LL. Facility and Security Responsibilities

Wellpath understands the County will provide the following:

- Office space, examination rooms, and utilities, to enable Wellpath to perform our obligations and duties under the contract
- Security staff for off-site supervision and transportation of inmates for medical services
- Housekeeping, cleaning supplies and laundry services on existing normal schedules.

Wellpath also understands the County provides security services for the medical personnel, and that the Clark County Juvenile Detention Center will be responsible for any security measures at that site.

### 5.3.MM. Disaster Plan

Wellpath is a solutions-oriented company that considers all aspects of our client's needs, including during a crisis. Our team members are trained and prepared to take meaningful action before, during, and after a disaster.

We continually strengthen our emergency plan to address potential disasters faced by our client facilities. Wellpath will develop procedures for a disaster plan in the event of a man-made or natural disaster. Review of the disaster plan will be part of the initial orientation of new personnel and will be drilled annually with all health care staff. The drills will be captured on a drill form and post-drill analysis will result in the development of an action plan for improvement.

### 5.3.MM.1 Emergency Response Plan

#### NCCHC Standard J-D-07

Wellpath has an effective emergency plan with detailed procedures to ensure continuity of care during unexpected events, disruptions, and natural or man-made disasters. Our emergency preparedness plan defines the roles of healthcare staff in a disaster. It also ensures proper staff recall and allocation, patient movement to designated safe areas, and availability of emergency equipment and supplies. Our plan covers the four major phases of emergency preparedness management—**Mitigation, Preparedness, Response, and Recovery**—as illustrated in the following figure.



The Wellpath emergency preparedness plan for Clark County will follow NCCHC and ACA standards. It will be outlined in our Policies and Procedures manual, which will be reviewed and approved by Clark County. We will work collaboratively with the jail administrator or designee to incorporate our plan into the overall emergency procedures for the Main Jail, Jail Work Center and Juvenile Detention Facility. The emergency preparedness plan will be subject to approval by the jail administrator or designee.

Wellpath will train healthcare staff on the emergency preparedness plan, which includes “man down” incidents, fires, and hostage situations. We will train new employees on the health aspects of the plan during orientation, and we will require healthcare staff to review the plan annually. A health emergency “man down” drill will be practiced annually on each shift where healthcare staff are regularly assigned. We will participate in disaster drill planning programs as requested and will perform an annual critique of the drills.

### 5.3.NN. Program Support Services

In addition to providing on-site, off-site and personnel services, Wellpath will provide professional management services to support the medical program. These additional support services are as follows:

#### 5.3.NN.1 Continuous Quality Improvement Committee

Wellpath is dedicated to continuously improving our services and program offerings for our clients. Our policies and procedures, based on NCCHC and ACA standards, will ensure that patients receive quality, compliant healthcare. We will use proven performance monitoring techniques like our Continuous

Quality Improvement (CQI) program, Medical Administration Committee (MAC), and peer reviews to evaluate our healthcare programs at the Main Jail, Jail Work Center, and Clark County Juvenile Detention Facility. For more information on Continuous Quality Improvement, please see section **5.3.F Quality Assurance/Action Programs**.

### **5.3.NN.2 Medical Audit Committee**

Wellpath's data-driven CQI program includes audits and medical chart reviews to ensure compliance with contract requirements and established performance measures. These regular chart reviews are completed by physicians and registered nurse healthcare staff on both outpatient and inpatient medical records. They evaluate the timeliness and appropriateness of the health care provided to the inmates. Chart reviews, deliberations, and actions taken because of reviews will be documented. Reports will be provided to the Sheriff's Office administration by the 10th of the following month following the meeting or action.

### **5.3.NN.3 Infection Control**

#### **NCCHC Standard J-B-02**

Wellpath has a written infection control policy to ensure a safe and healthy environment for patients, staff, and visitors at each facility. The policy includes recommendations from the Centers for Disease Control (CDC) for infectious disease diagnosis and treatment. Oversight includes medical care, monitoring, and case management of patients with HIV/AIDS, hepatitis C (HCV), and other infectious diseases.

The primary drivers of effective infection control policies, procedures, and guidelines are **Identification, Prevention, Diagnosis, and Treatment**. The Wellpath infection control program aims to effectively control the occurrence and spread of communicable diseases by maintaining compliance with universal precaution procedures. We ensure employees have access to appropriate cleaning and personal protective equipment and we train them on general sanitation issues and preventing the transmission of bloodborne pathogens.

The goals of the Wellpath infection control program are to:

- Identify individuals at risk for infectious diseases
- Monitor and report infectious diseases among patients and staff
- Promote a safe and healthy environment through regular inspections, education, communication, and role modeling
- Survey patients from their entry into the facility
- Provide timely, effective treatment when an infectious disease is identified
- Administer vaccinations to minimize the spread of infectious diseases
- Protect the health and safety of patients and staff through appropriate isolation precautions
- Establish effective decontamination techniques for cleaning of medical equipment and contaminated reusable items
- Provide safe means of disposal for biohazardous waste and used needles and sharps
- Implement standard precautions to minimize the risk of exposure to blood and bodily fluids
- File required reports in a manner consistent with local, state, and federal laws and regulations

- Establish and maintain a good working relationship with the local health department, the community, and the facility in matters related to preventing infectious diseases
- Train staff on all facets of the infection control program
- Monitor the effectiveness of the infection control program through ongoing quality improvement data collection and statistical reporting

We expect to reach these goals through our commitment to early identification from surveillance of potential and actual occurrences of infectious disease. Intake staff will ask arrestees about their history related to infectious or communicable diseases and ensure complete clearance before their assignment to general population. Those at risk for spreading a communicable disease will be segregated from the general population.

The Wellpath clinical team addresses the control of all infectious diseases. For specific diseases, Wellpath staff will consult the UpToDate® clinical knowledgebase (described in section **5.3.GG. Health Education for Inmates**) and CDC guidelines for the latest protocols and will coordinate with the local health department as needed. Wellpath will provide training and education to healthcare and correctional staff on the latest precautions for handling patients with communicable diseases.

We will use our Care Management system to customize a monthly report of patients diagnosed with an infectious disease. The report will include the patient's name and identification number, the date of service, the patient's disposition, and the infectious disease diagnosis. Clinic logs and statistical data will be maintained by the designated infection control coordinator, who will also schedule and complete appointments using the Care Management system.

### **Collaboration and Reporting**

Wellpath helps local health departments meet their goals of promoting health and well-being in the community while preventing the spread of disease. As part of our infection control program, we educate patients, identify and treat those infected with or exposed to contagious diseases, and maintain a collaborative relationship with health departments. We work closely with local health departments on significant emerging public health events impacting the community.

Wellpath will collaborate with the local health department on communicable disease screening, continuing medical surveillance, case management, reporting, and patient referral in the community. We will immediately report highly infectious communicable diseases to the health department, per local regulations. The HSA will report incidents to public health officials; however, all Wellpath staff will be trained on the notification process to ensure timely reporting if the HSA is not on site.

Our on-site healthcare team will closely monitor and promptly communicate with facility administration, the health department, and hospitals or other off-site service providers if a patient that was recently treated or will be treated at their location is diagnosed with a communicable disease. The Wellpath infection control coordinator, in conjunction with the HSA, will manage, report, and record these incidents and implement appropriate educational programs to prevent future occurrences.

### 5.3.NN.4 Detainee Grievances/Complaints

#### NCCHC Standard J-A-10

The Wellpath grievance process will follow national standards and comply with Clark County’s policy. We will coordinate with Clark County to integrate our grievance process with the current grievance system. We will provide standardized data reporting with full transparency of written grievances or complaints received from patients or concerned third parties (e.g., family members, advocates, lawyers).

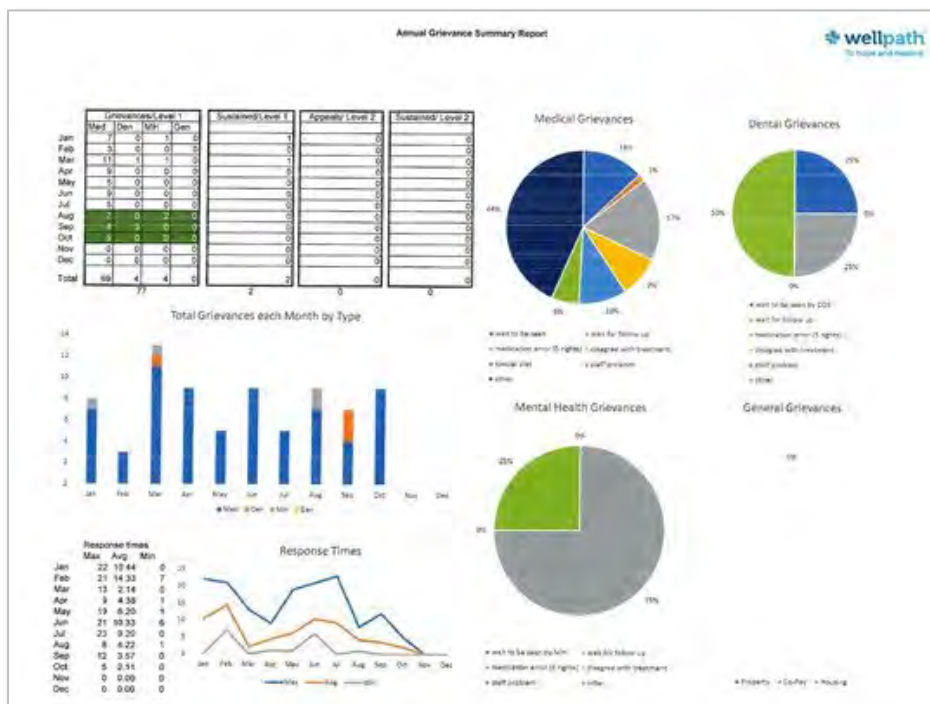
#### Grievance Reporting

Wellpath will maintain a daily log of all grievances that includes the name of the person filing the grievance, the date and nature of the grievance, staff named in grievance if any, whether the grievance is founded or unfounded, staff responding, and date and nature of the response.

We will submit a monthly report of patient grievances, which includes copies of medical grievance requests and their resolutions, to facility administration. We will categorize all grievances received and provide grievance statistics as a part of the monthly health services statistical report. Grievance data will include, but not be limited to:

- Number of patients with grievances
- Number dissatisfied with staff conduct
- Number dissatisfied with medical care
- Number dissatisfied with dental care
- Number dissatisfied with mental health care
- Number dissatisfied with delay in healthcare
- Problems with medications
- Requests to be seen

We can also provide an annual report summarizing all grievance data for the year. A sample of our grievance tracking report is shown here.





## Resolution and Review

Wellpath staff will respond to grievances, complaints, and inquiries as soon as is practical, generally within 72 hours of receipt. All members of the healthcare team can attend to medical grievances, which include complaints such as not being seen promptly for a sick call request, medications not being started promptly, and healthcare staff conduct. The site Medical Director or designee will resolve urgent grievances that involve an immediate need for healthcare services.

The HSA or appropriate designee will work with facility administration in the investigation, follow-up, and resolution of complaints and will implement their recommendations. The HSA or designee will coordinate with mental health, dental, pharmacy, or other appropriate service providers as needed to resolve complaints. When necessary, we will conduct a face-to-face interview with the patient and participate on the grievance committee.

If the grievance is substantiated, the HSA or designee will develop and implement a corrective action plan. The QI Committee and Medical Administration Committee (MAC) will review and categorize grievances to identify potential issues and patterns that exist or are developing.

### 5.3.NN.5 Detainee Litigation

Wellpath will immediately notify the Sheriff or his/her designee if we are served with potential or actual process regarding detainee litigation. Wellpath's legal team will cooperate with County Officials in any legal matters relating to correctional health care involving Clark County as a named party.

### 5.3.NN.6 Policy & Procedure

#### NCCHC Standard J-A-05

Wellpath will develop a site-specific Policies and Procedures manual within 60 days of start-up and following a discovery period. Content will meet or exceed NCCHC, ACA, and Clark County Jail Standards. The manual will be subject to Sheriff's Office and Juvenile personnel's approval and will be reviewed and revised as Wellpath and/or Clark County policies are modified, and at least once a year. Certain policies may require revision within the first 120 days of the contract.

### 5.3.NN.7 Utilization Review

#### NCCHC Standard J-D-08

Wellpath has the **strongest utilization management program** in the industry for managing patient care. Our Care Management program uses evidence-based guidelines to determine medical necessity as part of our approval process.

The Wellpath Care Management program is clinically overseen by Medical Director of Care Management Donald Rhodes, MD, and is operationally managed by Vice President of Care Management Pablo Viteri, MS, MHP. Dr. Rhodes and the Care Management team will work together with Regional Medical Director Vivek Shah, MD, and on-site medical personnel to ensure patients receive medically necessary healthcare services in the most appropriate setting.

## Wellpath Care Management System

Wellpath will implement our web-based Care Management system at the MJ, JWC and Juvenile Detention Facility to be **operational on Day One** of the contract **at no additional cost**. Our Care Management system enhances clinical control and cost efficiencies for off-site care by allowing us to track off-site services, ensure timely return from off-site visits, manage claims, and provide reports that assist our clients with cost containment and budget preparation.



The Care Management system will function alongside the MJ's Jail Management System (JMS), Executive Information Systems (EIS), to ensure accurate reporting. The County designee will have access to the Care Management system to view management information and monitor off-site scheduling and inpatient status. With our robust Care Management system, **Wellpath offers a level of automation and accuracy in reporting that no competitor can match.**

Wellpath will coordinate, validate, and track off-site care and invoicing through the Care Management system. Our established review process will ensure that off-site referrals are medically necessary and payments are appropriate. Following is a summary of the Wellpath Care Management process:



1. When an on-site provider determines that a patient may need community-based services, the provider will use the Care Management system to document and communicate the Consultation Request.
2. Our Chief Clinical Officer and/or Regional Medical Director will access the Care Management system daily to review requests and take one of the following actions:
  - Authorize a specific diagnostic or therapeutic modality
  - Recommend an alternative treatment plan
  - Request additional information
3. If the requested service is medically necessary, it will be approved. An authorization number will be established in the Care Management system, which will automatically send the authorization number to the site and the Wellpath Claims Department.
4. Once the site receives an authorization number, Wellpath staff can schedule an appointment within the system. Authorization numbers are only valid for a specific period. Wellpath will communicate service approval to the community provider and will require pre-approval to assume financial responsibility for services rendered. We will also verify that all invoiced charges are appropriate. Since the system sends the authorization number to our Claims Department, they can review every invoice to ensure that Clark County is billed only for the approved services.
5. If a patient is released from custody before a scheduled appointment, Wellpath will notify the community provider that Clark County is no longer financially responsible and will remove the pending appointment from the system.
6. The site Medical Director will review and address discharge summaries and medical recommendations made by the community provide.

## Utilization Review

The Wellpath Care Management system will generate reports that will allow us to analyze the utilization of off-site services on behalf of Clark County. We will use this data to assess the need for additional on-site and off-site services, as well as the potential impact that systems such as telehealth may have. We

will continuously evaluate the number of cases and the costs associated with transporting patients to determine which clinics are held on site. Constant evaluation of specialty services will ensure the most cost-effective solution for clinics.

Wellpath offers numerous reports to help clients track and manage off-site services. The most important is the Event and Expense Detail Report, which itemizes each off-site referral entered into the Care Management system and tracks important cost data. Each Wellpath site is required to review the Event and Expense Detail Report at least monthly and confirm the report is correct by the third business day of each month. This report is used to establish the monthly off-site cost accrual in the facility's financial statements. Wellpath staff are trained to review this report for accuracy on a weekly basis to identify:

- Events are showing up on the report (compare the events on the report to any internal tracking process)
- Dates of service are accurate, especially ER dates
- All provider information is showing up on the report
- No duplicate records
- All referrals are in the correct category (e.g., ambulance, off-site, dialysis, radiology)
- Inmate type is correct (e.g., State, Federal, ICE)
- All dialysis appointment dates are listed
- Discharge dates are entered and accurate
- Custody release dates are entered when appropriate

## Utilization Statistics

Our Care Management system can produce reports for Clark County containing detailed data for cost analysis and containment. These reports include information on all medical, dental, and mental health services and associated costs, including laboratory, radiology, and other ancillary services; specialty services; pharmaceuticals; and medical supplies. We will analyze utilization statistics and continuously evaluate the potential benefits of establishing on-site clinics.

Wellpath has successfully reduced off-site medical and security costs for our clients by providing cost-effective, medically necessary healthcare services to our contracted populations. The Care Management system is a powerful tool for tracking and analyzing utilization data. The system's visual dashboards allow for the comparison of historical data and patient care trends. Operational and outcome trending can be provided on:

- Admits per 100/1000
- Admits by diagnosis
- Re-admission rates
- ER visits per 100/1000
- ER visits by diagnosis
- ER conversion rates
- Infection rates
- Non-formulary utilization trends
- Non-formulary lab trends
- Prior authorization turnaround times
- Prior authorization outcome rates
- Standard vs. expedited authorization requests

ERMA can also generate reports showing the average length of stay for that month's inpatient admissions.

### 5.3.NN.8 Strategic Planning and Consultation

Should the opportunity arise, Wellpath will collaborate with Clark County on strategic, operational planning, and medical and administrative consultation concerning new construction, operational planning etc.

### 5.3.NN.9 Credentialing

Wellpath's credentialing process ensures that medical personnel remain current with state licensure requirements. Medical and mental health providers must complete the Wellpath credentialing process before starting work. The credentialing process (described in the following graphic) will begin as soon as we have decided to make an offer of employment to the candidate. The Wellpath credentialing department oversees credentialing activities.

#### Interim Privileges (Fast Track)

Wellpath refers to the process of granting interim privileges as "fast tracking." To initiate fast tracking, the healthcare practitioner (HCP) must submit the following forms:

- Completed credential application
- Copy of current state license (verified)
- Copy of current malpractice certificate of insurance (if not covered by Wellpath)
- Copy of DEA
- Copy of diploma
- Copy of certifications (if applicable)
- Copy of CPR
- Copy of resume

Wellpath credentialing specialists will verify the information. Once verifications are completed and files have been submitted, a review committee will review the HCP's credentialing file and deny or grant interim privileges. Final initial approval will be given after references and other required documentation are submitted and verified. Wellpath requires re-credentialing every three years on the anniversary date of the original fast track credentialing.

### 5.3.NN.10 Risk Management and Mortality Review

#### Procedure in the Event of an Inmate Death

##### [NCCHC Standard J-A-09](#)

In the event of an in-custody death, the site Medical Director, HSA, and appropriate correctional personnel will be notified. If the death is the result of suicide, homicide, accident, or suspicious, we will notify the medical examiner and appropriate law enforcement officials. Wellpath and the County Attorney or designee will conduct a mortality review consistent with NCCHC and ACA standards, as well as state and federal law.

The HSA will notify the Wellpath Regional Director of Operations, report the event electronically to the CQI director, and assist in providing information to facility administration, who will communicate with

the patient's next-of-kin and request an autopsy. A copy of the autopsy report and death certificate will be filed in the patient's closed medical record.

The Charge RN on duty at the time of the patient's death will ensure documentation on the progress notes is performed regarding the witnessed facts concerning the death. Documentation includes:

- Time of death
- Circumstances surrounding death
- Nature of death
- Treatment(s) rendered
- Persons notified of the death and by whom

The site QI Committee will review the death to determine the appropriateness of clinical care, determine whether corrective action in the policies and procedures is warranted, and identify trends that define future studies.

Wellpath will report all deaths per pertinent regulations and timeframes. The report will include a narrative medical history covering the previous 90 days, the deceased individual's primary medical or psychiatric diagnosis and therapy provided, and a narrative description of the terminal event. If additional facts or critical information are discovered about a submitted incident, Wellpath will submit a follow-up report within 14 days of discovery.

We will conduct a clinical and administrative mortality review for in-custody deaths within 30 days of death. We may perform a mortality review of deaths occurring after release from custody and proximate to care (which may have a relationship to continuity of care) case-by-case. We will perform a psychological autopsy for all deaths by suicide within 30 days.

Clinical mortality reviews, as a part of the CQI program, are Patient Safety Work Product (PSWP) and part of the Patient Safety Evaluation System (PSES). Information developed through the internal mortality review process may not be released outside of Wellpath due to our legally binding Patient Safety Organization (PSO) agreement.

## Patient Safety

### NCCHC Standard J-B-08

Wellpath is committed to ensuring that our patient populations live, work, recreate, and eat in a safe and healthy environment. We will abide by the MJ, JWC and Juvenile Facility's rules, regulations, policies, and procedures regarding risk management, and will work with all other healthcare contractors to ensure the safety of patients, contractors, and the MJ, JWC and Juvenile Facility's staff.

## High-Risk Items

### NCCHC Standards J-A-06, J-A-09, J-B-08

The Wellpath CQI program addresses many forms of risk management, including clinical and environmental risk management tools that work to identify and reduce variability, as well as reducing liability when adverse events occur. The site QI Committee will address the following risk management items:

- **Critical Clinical Event (CCE) Reviews** – The QI Committee will monitor, review, and report on the healthcare staff’s response to critical clinical events. The QI Committee will use the root cause analysis problem solving methodology to review the CCE.
- **Emergency Drill Reviews** – The QI Committee will monitor, review, and report on the healthcare staff’s response to emergency drills.
- **Environmental Inspection Reports** – Wellpath will participate in monthly facility environmental inspections to ensure that inmates live, work, recreate, and eat in a safe and healthy environment.
- **Resolution Tracking** – The QI Committee will track deficiencies identified during routine environmental inspections through resolution.
- **Utilization Management** – Wellpath will monitor the provision of care to ensure that medically necessary healthcare services are provided in the most appropriate setting.
- **Grievances** – The Wellpath grievance process is consistent with national standards and internal client policies. The QI Committee will review and categorize grievances to identify potential issues and determine if patterns exist or develop. Patient satisfaction surveys will be administered on topics relevant to the patient population.
- **Pharmacy** – Wellpath will ensure quality pharmacy programming through regularly scheduled on-site inspections performed by a consulting state-licensed pharmacist. We will document inspection reports and maintain them on file, and the consulting pharmacist will provide a summary of these discussions and actions to the QI Committee.
- **Pharmacy Reports** – Wellpath will use pharmacy reports to identify outliers and trends, then evaluate and address any outliers. The Regional Medical Director will review pharmacy utilization data regularly.

### *Critical Clinical Events*

#### **NCCHC Standards J-A-06, J-A-09, J-B-08**

Wellpath will promote patient safety by instituting systems to prevent adverse and near-miss clinical events as part of the CQI program and the Wellpath safety program. The HSA will maintain an error reporting system for healthcare staff to voluntarily report, in a non-punitive environment, errors that affect patient safety. The HSA or Medical Director can also recommend a review of an adverse or near-miss clinical event.

A critical clinical event (CCE) is an occurrence involving death or serious physical or psychological injury, or related risk. CCE reviews are conducted on clinical occurrences that are considered a patient safety issue, including but not limited to:

- Medication errors resulting in negative clinical outcome
- Suicide attempts
- Hospitalizations resulting from delayed care or inappropriate treatment
- Potential serious occurrences that were identified before an adverse patient outcome
- Deaths (expected, unexpected, and suicides)
- Hospital readmission for the same diagnosis or secondary diagnosis within three days
- Hospitalizations as a result of medical stabilization for withdrawal from substance use disorder progressing to delirium tremens
- Hunger strikes lasting more than 72 hours
- Use of therapeutic restraints on a patient

- Inmate-on-inmate sexual assault
- Transgender patients
- Significant variances from expected clinical norms at the facility

After the CCE review process, Wellpath will determine if the cause was due to failure of policy or procedure. The QI Committee will discuss the CCE review and develop a corrective action plan. Documentation of the discussion and the corrective action plan is maintained on site. The Home Office Risk Manager will also retain a full record of the CCE review and recommendations, a full record of the root cause analysis (if one was performed), and supporting documentation as deemed necessary by the Risk Manager.

### 5.3.NN.11 Pharmacy and Therapeutics (P&T) Committee

A Pharmacy and Therapeutics (P&T) Committee will oversee pharmaceutical processes and utilization practices at the MJ, JWC, and Juvenile Detention Facility. The P&T Committee will manage the formulary and balance efficacy, safety, and cost by requiring prior approval of certain medications. The site Medical Director will chair the multidisciplinary P&T Committee, which will meet quarterly. Wellpath will provide facility administration with copies of P&T Committee meeting minutes and related reports.

### 5.3.NN.12 Safety and Sanitation Inspections

Wellpath will coordinate monthly safety and sanitation inspections of the housing and work areas with designated County personnel. We will also make appropriate recommendations for corrections on discrepancies or citations noted.

### 5.3.NN.13 Administrative Meetings and Reports

Wellpath will coordinate meetings with the Jail medical designee to discuss health care services. Monthly management meeting will include the Jail medical designee and Independent Contract Monitor. Meetings related to infection control and quality improvement shall be held on a quarterly basis. We will document meeting minutes, distribute them to attendees and Clark County administration, and maintain a copy for reference. Minutes and reports from all committee meetings and inspections, will be forwarded to the Jail medical liaison, contract file, and the independent contract monitor within ten (10) days of the item.

For detailed information regarding Administrative Meetings and Reports, please see section **5.3.F. Quality Assurance/Action Programs**.

### 5.3.NN.14 Statistical Data

#### Wellpath Partner Portal

Wellpath continues to innovate and deploy meaningful correctional healthcare technology. One of our most recent innovations, the **Wellpath Partner Portal**, gives our clients near **real-time reporting** on statistics related to the delivery of care, such as staffing hours provided and off-site treatments.



The Partner Portal is a secure digital gateway for shared communication and information that can be accessed via web browser by Wellpath clients, giving them confidential, secure online access to key information, such as:

- Current performance reporting
- Major contract deliverables, such as health services reports and other required data
- Wellpath contact information

We look forward to demonstrating and bringing this advanced technology to Clark County.

## Reporting

Wellpath seeks to provide the best on-site care possible while being fully accountable to our clients. We expect to be measured by our performance, including reduced medical grievances; accountability as evidenced by operational and financial reporting; reduced staff turnover; and fewer off-site referrals. These are our goals and we will share the details of our performance by providing regular operational and financial reports on these criteria.

**Wellpath typically provides more clinical and operational reports than any other company in the industry.** We will provide a full set of operational reports customized to meet your specific needs. We will deliver detailed monthly statistical reports for your review and daily operational reports to continually review the effectiveness of our program and improve overall program quality and efficiencies.

Wellpath maintains an extensive logging system for collecting data and statistics to analyze trends in the utilization of healthcare services. Demonstrating accountability through transparent reporting is a Wellpath core competency. In all medical operations, but especially in the corrections environment, it is essential to keep detailed accurate records that are readily available and easily accessed.



As stewards of Clark County, we will be responsible and accountable for the success of your program. Wellpath's clinical and operational leadership teams use powerful business intelligence software, such as Tableau®, to ensure efficient delivery of services. Tableau tracks key indicators such as off-site referrals, inpatient and ER utilization, claim details, pharmacy utilization, labs, filled and vacant FTEs, and overtime. These tools allow us to **identify trends as they emerge**.



## Daily Reports

Wellpath will provide a daily narrative report to Clark County's designee covering the previous 24 hours (Saturday and Sunday reports may be submitted Monday morning). Daily reports outline important events of day and night shifts, such as:

- Transfers to off-site hospital emergency departments
- Communicable disease reporting
- Suicide data (i.e., attempts and precautions taken)
- Report of status of inmates in local hospitals
- Report of status of inmates in the infirmary
- Staffing roster changes
- Completed medical incident report copies



- Completed medical grievance report copies
- Receiving screenings performed
- Health assessment status report

## Monthly Reports

Wellpath will provide monthly statistical reports regarding the operation of the healthcare program, staffing fill rates to demonstrate compliance with the contracted staffing plan. Monthly reports will delineate the status of the healthcare program, including potential problems and suggested resolutions.

Wellpath will submit a customized report package to the Jail Medical liaison or designee by the 10th day each month. Monthly reports reflect the previous month/term workload, with data such as:

- Patient requests for various services
- Patients seen at sick call
- Patients seen by a physician
- Patients seen by a dentist
- Patients seen by a psychiatrist
- Off-site hospital and emergency room admissions and cost
- Medical specialty consultation referrals and cost
- Intake medical screenings
- 14-day history and physical examinations
- Diagnostic studies
- Report of third-party reimbursement, pursuit, and recovery
- Percentage of inmate population administered medication
- Inmates testing positive for TB, STDs, HIV, or HIV antibodies
- Inmate mortality
- Number of hours worked by entire medical staff and compliance with contract staffing levels
- Other data deemed appropriate by Clark County

## Annual Reports

Wellpath will provide an annual report based on the contract year, giving a comprehensive review of the monthly statistical and program reports and examining significant trends and issues. We will submit the annual report to the Jail Medical liaison or designee. Annual reports will include utilization statistics and a narrative summary of our accomplishments for the year, as well as recommendations for desirable changes in medical procedures and/or protocols.

### 5.3.NN.15 Cost Containment Program

In all programs we design and operate, our objective is to uncover any possible areas of economy without sacrificing quality. We demonstrate value through our cost-saving initiatives, timely reporting, and overall improved quality of people, programs, and processes.

By applying our **Savings through Value-Added Efficiency (SAVE)** initiative, we continually review best practices at our sites to share success with our clients.



Three areas of significant cost in any program are goods and services, staffing, and off-site trips for care. Wellpath generates efficiencies and savings in these areas through contract negotiations with providers, staffing level management, and utilization management. We are highly confident that we can work with Clark County to reduce and contain costs for both on- and off-site services, based on [our record of cost savings success for our clients](#).

As your partner, Wellpath will negotiate contracts for goods and services to benefit your healthcare program. Our vendor contracts commonly offer an economy of scale to generate savings that we pass on to our clients. Because we care for more than 300,000 patients nationwide, we have significant buying power and can secure the best possible rates with on-site and off-site providers.



Our passion for doing things the right way has led to phenomenal success not only in the quality of our care programs but also in cost containment for our clients. By reviewing the specifics of each client's inmate healthcare needs and maximizing facility and staff capabilities, we create efficiencies and cost savings. We form successful partnerships that help our clients contain costs and improve the quality of healthcare in correctional facilities throughout the country. We have provided just a few examples of our [proven success](#) for your consideration.

Wellpath Cost Containment Success Stories	
<b>Davidson County Sheriff's Office (Nashville, TN)</b>	With our Care Management system in place, the Davidson County Sheriff's Office cut <b>off-site trips in half</b> in the first six months of contract implementation. This reduced hospital and community provider costs, as well as transportation costs and officer overtime.
<b>Mecklenburg County Sheriff's Office (Charlotte, NC)</b>	During the course of our partnership with the Mecklenburg County Sheriff's Office, we have reviewed and updated staffing based on facility openings and closings, security input, decreased ADP, and the development of new programs. We estimate <b>this has saved our client more than \$1.5 million dollars</b> over the past four years. We also implemented a successful telepsychiatry program and an on-site infirmary that has <b>significantly reduced hospital days</b> .
<b>Oakland County Sheriff's Office (Pontiac, MI)</b>	During the first year of our management fee contract in Oakland County, <b>we saved the County more than \$1 million in total direct expenses</b> compared to their budgeted costs, including 40% of their off-site budget and 25% of their direct expenses budget. We <b>reduced outside dental appointments by over 80%</b> by performing routine extractions (which the previous dentist referred to outside providers) on site. We also stabilized staffing and significantly reduced turnover.
<b>Lexington County Sheriff's Dept. (Lexington, SC)</b>	Upon transition of services in Lexington County, we implemented an ongoing quality improvement study regarding off-site emergency transports and evaluated each case for efficacy of care provided on site. <b>In just three months, we dramatically decreased the number of emergency trips</b> while ensuring total accountability regarding efficacy of care.

Wellpath Cost Containment Success Stories	
<b>Will County Sheriff's Office (Joliet, IL)</b>	Upon transition, we immediately made a positive impact on the County's bottom line with efficient staffing adjustments. <b>We saved more than \$120,000 in staffing costs after the first 90 days, which we reimbursed directly to the client.</b> Our operating efficiencies have resulted in the refund of budgeted dollars for each year of the contract. After year three, <b>we were under the off-site cap by \$1.4 million, which we refunded to the County.</b>
<b>Durham County Health Dept. (Durham, NC)</b>	We helped stabilize healthcare costs in Durham County by reducing off-site trips and overall program costs. We brought additional services on site by expanding nursing services and opening an infirmary, significantly decreasing off-site trips and hospital stays. We were also able to <b>improve by 50% the discount the County had with the local hospital provider.</b> We reduced per inmate per day (PIPD) costs below what the County was paying previously, and they have stayed that way under our management.
<b>Mahoning County Sheriff's Office (Youngstown, OH)</b>	We have <b>significantly reduced pharmacy costs</b> in Mahoning County through our partnership with the Ohio Department of Health, which allows us to obtain HIV medications through state funding. We are able to manage most healthcare needs on site through <b>effective management of the Justice Center's infirmary, which reduces the need for off-site trips.</b> We also made improvements in staffing coverage and retention, with <b>100% of positions in the staffing plan filled by permanent employees</b> , many of whom are long-term employees.

## The Wellpath Healthcare Cloud



Wellpath has been delivering reliable, cost-effective, high-quality telehealth services in correctional facilities for many years, meeting community standards of care by using the best people, technology, and practices available.

In 2020, we revolutionized correctional healthcare with the launch of the **Wellpath Healthcare Cloud**, a suite of technology-enabled, remote healthcare services and tools designed to enable the delivery of the best care, to the most patients, in the shortest amount of time.



The Wellpath Healthcare Cloud, leveraging the use of telehealth and digital health applications, is a **suite of cloud-based clinical delivery models** that is driving quality and care efficiency improvements across the country through an innovative redesign of correctional healthcare. Our proprietary, technologically enabled remote healthcare ecosystem is specifically designed to **optimize on-site care by providing patients specialized clinical expertise as quickly and efficiently as possible.**

The Wellpath Healthcare Cloud combines videoconferencing with dynamic workflows to deliver real-time emergent care, scheduled care, care management, eConsults, and specialty chronic care through a secure platform. With a simple click of a button, on-site staff have access to expert resources for treatment planning, decision-making, referrals, and long-term care.

## Wellpath Healthcare Cloud Services

The Wellpath Healthcare Cloud includes these key services:



### **Wellpath Now – Emergent and Urgent, On-Demand Telehealth Services for Patients & Providers**

Wellpath Now, a URAC-accredited telehealth service, brings on-demand clinical expertise directly to the on-site caregiver and patient at the touch of a button. Wellpath Now is staffed by emergency medicine physicians and advanced practice providers (APPs), specifically trained to bring emergency evaluation expertise directly to our patients. These acute care consultations for patients in need of emergency evaluation can be accessed **in an average of less than five minutes**. With immediate video-enabled access to seasoned providers, on-site nurses, custody staff, and providers can reduce their reliance on the hospital emergency department and provide better care on site. **Our client partners have experienced a significant reduction in emergency room transfers by using Wellpath Now, and we expect to see this pattern continue in Clark County.**



### **Wellpath Telehealth – Scheduled, Non-Emergent Telehealth for Patients and Providers**

Our proprietary correctional telehealth platform is easy to use and supercharged with Wellpath clinical expertise. This tool automatically identifies and schedules a licensed Wellpath network specialist, including automating access to information contained in Wellpath's Electronic Record Management Application (ERMA). It coordinates scheduled patient visits with a broad variety of primary care and specialty providers, including psychiatry, mental health, and APPs to remote rural sites or for after-hour on-call services. Wellpath Telehealth is a force multiplier that provides a drastic increase in healthcare options, experience, and efficiencies to patients, partners, and providers. Our multi-specialty telehealth solution can deliver the following care through an established infrastructure of licensed providers:

- Wound care
- Infectious disease
- Dermatology
- Psychiatry
- Neurology
- Rheumatology
- Hematology/Oncology
- Emergency services
- Cardiology
- Endocrinology
- Pulmonology
- Orthopedics
- Nephrology
- Urology
- Gastroenterology



### **Wellpath Telehealth – Virtual Nursing**

In addition to clinician expertise, Wellpath is implementing new innovative telehealth models for delivering nursing expertise to support local care teams in improving clinical outcomes, compliance, and adherence to time metrics. Wellpath's virtual nursing solutions are designed to: improve staffing ratios while decreasing need for agency and travel nurses; enhance the on-site care team who are subject matter experts and focus on adherence to NCCHC standards, Wellpath policies and nursing protocols; improve recruitment and retention through the creation of flexible scheduling and supporting on-site staff with access to experienced correctional nurses; and significantly reduce missed shifts and backlogs. Our sites have access to experienced correctional nurses with focused attention on specific duties that can be delivered virtually.



### ***Wellpath Connect – Care Management and Off-site Consults for On-site Providers & Staff***

Wellpath Connect offers centralized care management and off-site management services that enhance healthcare triage and treatment decisions. Wellpath Connect gives on-site providers timely access to specialty care through enhanced remote care coordination, while additionally supporting on-site providers with expert clinical consultations via eConsults. **At sites using Wellpath Connect, the percentage of potential off-site specialty referrals able to be managed on site more than doubled, resulting in the near elimination of unnecessary off-site specialty consults and reduced use of agency transport staff.** Simultaneously, our centralized Wellpath Connect care management service is maintaining, or exceeding, quality metrics compared to the traditional model.



### ***Wellpath Centers of Excellence – Long-term, Chronic Patient Care and Management***

Wellpath Centers of Excellence (COEs) provide best practice chronic care management (e.g., HIV, Hepatitis C) powered by academic medicine-affiliated expertise. Wellpath COEs leverage telehealth to optimize best practice clinical outcomes, implement evidence-based protocols, increase access to subspecialty care, and achieve the highest community standards of care for chronic conditions. Wellpath chronic care COEs deliver best practice clinical management for chronic conditions through telehealth visits, addressing quality, access, the patient experience, and total cost of care. Wellpath's HIV Population Health Program is the only National Committee for Quality Assurance (NCQA)-accredited correctional healthcare program.



### ***Wellpath Companion – Metrics Dashboard Designed by HSAs for HSAs***

Designed by Wellpath Health Services Administrators (HSAs) for HSAs, this intuitive application provides easy access to key clinical and compliance metrics via laptop, tablet, or smartphone. Proactive notifications alert the HSA to metrics outside a defined acceptable range and can be delivered by email or text. The beta launch of this application is scheduled for fall of 2022.

## **5.3.NN.16 Medical Billing**

Wellpath understands all billing and billing communication for off-site care will be delivered to the Jail Administration. The County is responsible for all off-site care, except for the following, which will be Wellpath's responsibility:

- Diagnostic services
- Emergency department visits that do not result in admission
- Admissions that last less than 24 hours

Wellpath will make use of Clark County's agreement with Washington State's Health Care Authority to pursue Medicaid coverage. We will notify Jail Administration of detainee's acceptance or denial within ten (10) days of determination.

## **5.3.OO. Contract Transition**

Wellpath is prepared to implement a comprehensive turnkey program for Clark County. We have the necessary experience, capabilities, and resources to deliver a smooth transition and meet or exceed your program objectives and requirements. **Immediately on receiving notification of intent to award the contract, Wellpath will begin the transition process.**

To ease the transition of services, we prefer to meet with new clients and current healthcare staff **within 48-72 hours of award notice**. We will develop a detailed transition plan to ensure proper delegation of responsibility and to ensure that our program meets all tenets of the contract. We will use this transition plan to communicate responsibilities and ensure required tasks are completed. Continuous communication helps minimize surprises and promotes a mutual understanding of decisions and protocols.

Wellpath will work with on-site staff, Clark County-contracted providers, and County administration to encourage a fully integrated program that is seen as a success throughout the State of Washington. We will not make change for the sake of change, nor will we accept the status quo where improvements can be made that will benefit patient care or provide cost savings for Clark County.

**In the envelope of our original proposal, we have included a USB drive containing a video that highlights the Wellpath transition process. *Please note that this video is confidential and proprietary.***

### **5.3.00.1 Current Employees**

Wellpath will work closely with Clark County to identify qualified members of the current healthcare team and to ensure a clear understanding of expectations and channels of communication. We will retain qualified, properly credentialed individuals who have the attributes to succeed as a part of our team, with the County's input and approval. We will offer these employees compensation at least equivalent to their current salary. **No one will go backwards in pay**. We will also provide **full benefits on day one** for employees who qualify in their current position.

Wellpath will provide informational sessions to healthcare personnel and distribute applications and paperwork to all on-site staff. Before contract start-up, our team will personally meet with current staff to address any questions or concerns. This gesture of respect and consideration initiates a positive relationship to sustain a long-term commitment in a productive environment.

Wellpath uses an automated process to ease the transition for current employees. We will distribute a "How to Apply" document that guides them through a simple application process. Immediately upon notification of award, we will set up a "start-up portal" website for current employees that will be the repository for all information related to the hiring, orientation, and transition process. An example web address would be: <http://newwellpath.recruiting.com/Clark-County>.

### **5.3.00.2 Transition Team**

Accomplishing a successful transition and implementation means looking beyond the tasks themselves and placing experienced Wellpath team members on site, working hand-in-hand with our new staff. The members of our Regional Management Team will become familiar faces as they provide guidance and insight to the MJ, JWC and Juvenile Detention Facility's medical and mental health teams. The Wellpath executive team will also be closely involved with the implementation and operation of services for Clark County.

Wellpath has assembled an experienced transition team to manage the start-up and implementation process at the MJ, JWC and Juvenile Detention Facility's. The following individuals will support the transition and operation of Clark County's medical program:

- **Vice President of Partnership Development, West** – Melissa Moberly
- **Regional Vice President** – Damon Kinton
- **Regional Director of Operations** – Chris Lamb
- **Regional Medical Director** – Vivek Shah, MD
- **Regional Director of Mental Health** – Jessica Raak, PhD, LPC, CCHP-MH
- **Vice President of Mental Health for Local Government** – Nicole Taylor, PhD, JD, CCHP
- **President of Local Government Healthcare, West** – Justin Searle

Each of these team members will ensure that programming follows the tenets of the contract between Wellpath and Clark County, as well as Wellpath protocols and industry standards. Wellpath also has nearly 500 additional Home Office team members prepared to support Clark County's medical program.

### ACE Team and Wellpath Warriors

Wellpath has an operational support department dedicated to helping our clients and our healthcare teams during the transition period and throughout the life of the contract. The department includes two important teams that are key to our success: **The Achieving Clinical Excellence (ACE) Team** and **Wellpath Warriors**.



The ACE Team is focused on client support. They assist with transitions, as well as existing sites needing operational improvements or implementing new contract requirements. The ACE Team can create standard operating procedures and workflows, develop site-specific programs and CQI toolkits, monitor site-specific risk factors, train and mentor site leadership, educate staff on best practices, assist with root cause analysis and corrective action plans, monitor and analyze key performance indicators to identify trends, organize materials for accreditation tracking, and more. They are also responsible for managing the Wellpath Warriors program.

The Wellpath Warriors program prepares select employees to serve as Wellpath culture ambassadors and assist with contract start-ups across the country. Members are trained to help facilitate the implementation of crucial systems and processes for the transition of new Wellpath contracts. If the need arises for existing Wellpath clients, Wellpath Warriors will help there as well. The Wellpath Warrior Training curriculum covers:

- |                           |  |
|---------------------------|--|
| • Administration          | • Emergency response                     |
| • Policies and procedures | • Medication administration and bridging |
| • Receiving screening     | • Sick call                              |
| • Health assessment       | • ERMA                                   |
| • CIWA/COWs               | • Diabetic protocols                     |
| • Safety Cell/Sobering    | • Accreditation                          |
| • Restraints              | • Professional nursing documents         |
| • Pregnancy               | • Skills labs: learn, teach, and do      |
| • Suicide prevention      |  |

Wellpath Warriors must have at least six months of experience in corrections, a clear background check, and the ability to work flexible shifts during the transition. They must also pass competency exams at

the end of the training course to become part of the Wellpath Warriors team. Each training session, held at our Home Office in Nashville, ends with a graduation and awards ceremony to recognize the new team members. The entire Home Office is invited to join in the celebration, and Wellpath CEO Jorge Dominicus routinely attends the ceremony to recognize the hard work and dedication of these outstanding team members.

### **5.3.OO.3 Transition Plan**

Wellpath will develop a comprehensive contract implementation plan (CIP) describing our approach for transitioning Clark County's medical program. The plan will include specifications for the recruitment of current and new staff; on-site medical services; pharmaceutical, and medical supplies; equipment and inventory; and medical records management.

The CIP will provide a comprehensive listing of tasks, the individuals responsible, and the projected dates for completion. CIP meetings will include various members of the Nashville-based regional support departments to ensure that all transition planning activities are efficient and effective. The final site-specific CIP will be revised as needed to meet the specific needs of Clark County and will be updated weekly.



### **Recruitment of Current and New Staff**

Wellpath will begin recruiting upon notice of award, starting with the current healthcare staff. We then recruit locally for any open positions, and finally conduct a nationwide search if needed. We will have discussions with Clark County leadership to identify high-performing members of the existing medical and mental health teams so we can focus our recruitment efforts. The Wellpath recruiting manager directs these efforts, with the support of our corporate HR department. Once HR has extended an offer to a candidate, our credentialing department begins the credentialing process.

Wellpath has a talent acquisition start-up team to manage the process of evaluating current employee skill levels and recruiting additional staff when needed. This dedicated team includes a project management recruiter who reports staffing levels throughout the transition and recruits for provider-level positions. The team also includes a nurse recruiter responsible for nursing and administrative recruiting to ensure full staffing on day one of the contract.

Transitions can be confusing to new staff and hectic for new managers as they are pulled in many different directions. To provide continuity, the same start-up team responsible for having staff in place on day one keeps the recruiting responsibilities for the first 90 days of the contract. This allows time for the manager to learn their position and get to know their staff, rather than having to focus on recruiting.

### **Hospitals, Subcontractors, and Ancillary Services**

At your direction, the Wellpath network development team will contact on-site and off-site subcontractors and specialists to develop and finalize agreements on your behalf. Throughout the transition, we will continue reaching out to these providers and others recommended to establish a strong provider network and the best possible on-site programs.

### **Pharmaceutical, Laboratory, Radiology, and Medical Supplies**

We will work with our contracted vendors and Clark County to ensure that necessary pharmaceutical, laboratory, radiology, and other medical supplies are available at start-up.



## Identification and Assuming of Current Medical Care Cases

Wellpath will communicate throughout the transition process with the MJ, JWC and Juvenile Detention Facility's medical and mental health teams. We will obtain information regarding hospitalized patients, those in need of specialized chronic care, those with off-site appointments scheduled for the next 30 days, and those on suicide watch. We will communicate with Clark County and the current medical and mental health teams throughout the transition process to identify and care for patients requiring medical attention.

## Equipment and Inventory

Wellpath will work with Clark County to ensure that necessary equipment and supplies are available for start-up and to determine a secure place within the MJ, JWC and Juvenile Detention Facility where packages can be delivered and secured until the transition of services occurs.

## Orientation of New Staff

All new employees will participate in training that includes an introduction to Wellpath, security parameters at the MJ, JWC and Juvenile Detention Facility, and information regarding NCCHC and ACA standards. Each employee we hire during the transition period will undergo specific training on expectations for our program, as well as their specific role in the program. Training will be conducted outside of regular working hours and paid on the first Wellpath paycheck. Clark County team members are welcome to join in these training sessions.

### *On-Site Shadowing and Onboarding*

Members of the ACE Team and Wellpath Warriors will be on site three to four days before go-live to shadow existing staff to validate the standard operating procedures created for go-live. We will also conduct in-depth orientation training for incumbent and external staff. These off-site sessions will present information in three categories: **Journey**, **Readiness**, and **Experience**.

#### Journey

The Journey session will review the following information specifically for RNs, LPNs, and medical assistants:

- Receiving screening
- Emergency response
- Sick Call/documentation
- Medication administration
- Detox withdrawal protocol

#### Readiness

This one-hour session will review RN, LPN, medical assistant, and paramedic skills in the following areas:

- Point of care tests (blood sugar, urine analysis, pregnancy, strep)
- Emergency medication (Narcan, EPI, glucagon)
- PPD (administration and reading)
- Oxygen
- Review of n95 fit testing
- Electrocardiogram (EKG)
- Otoscope and ophthalmoscope
- Vital signs

### Experience

This four-hour session is delivered to RNs by a physician and/or nurse practitioner to review health assessments.

### *Go-Live*

ACE Team members and Wellpath Warriors will be on site at midnight if not allowed sooner. The following Wellpath individuals will lead the transition team in conjunction with the Regional Vice President and Regional Director of Operations:

- ACE Team Lead – Tamara Mackie
- Warrior Day Lead – Caroline Woodard
- Warrior Night Lead – Dianna Ellis

The teams will work one-on-one with healthcare staff and provide hands-on training to help facilitate crucial systems and processes, such as EMR and other systems and practices. This is designed to support the on-site healthcare staff transition.

The ACE Team will conduct the initial onboarding during the Journey trainings with the healthcare staff and develop the standard operating procedures for the site. The Wellpath Warriors will ensure the training provided during the initial orientation is implemented, along with the standard operating procedures during the day and night shifts with the healthcare staff.

Wellpath Warriors will remain on site for 30 days to assist the healthcare staff. The ACE Team will follow up with site leadership 30, 60, and 90 days after the transition to ensure the continuation of systems and processes implemented during the initial transition.

### **5.3.OO.4 Transition Timeline**

We have transitioned many of our clients within 30 days of contract award and will work to ensure a successful and smooth transition for the MJ, JWC and Juvenile Detention Facility. With that in mind, we present the following sample timeline for on-site services beginning March 1, 2023.

<b>Sample Transition Timeline (30 days)</b>	
<b>Date</b>	<b>Activity</b>
<b>Day 1</b>	<ul style="list-style-type: none"> <li>• Wellpath notified of contract award</li> </ul>
<b>Days 4-5</b>	<ul style="list-style-type: none"> <li>• On-site meeting with facility administration and current healthcare staff</li> <li>• Begin recruiting current healthcare staff</li> </ul>
<b>Day 7</b>	<ul style="list-style-type: none"> <li>• Issue first implementation plan with items to be completed, expected due dates, and person(s) responsible; this plan is a working document and is provided weekly to appropriate facility staff</li> <li>• Begin developing site-specific policies and procedures manual</li> <li>• Human Resources processes staff paperwork</li> </ul>

Sample Transition Timeline (30 days)	
Date	Activity
<b>Week 2</b>	<ul style="list-style-type: none"> <li>• Operations team finalizes travel schedules and begins creating binders and training materials</li> <li>• Begin recruiting process for any new positions or expected openings</li> <li>• Network Development solidifies agreements with vendors and outside providers</li> <li>• IT ensures connectivity; orders time clocks, computers, printers, and copiers</li> <li>• Deliver offer letters</li> <li>• Deliver declination letters in person and in private; this list will have been discussed with facility administration to ensure no issues</li> </ul>
<b>Week 3</b>	<ul style="list-style-type: none"> <li>• Orientation schedule posted; sign-up begins</li> <li>• Provide updated implementation plan to facility staff, with many items marked as complete; provide travel schedule for Wellpath senior management team</li> </ul>
<b>Week 4</b>	<ul style="list-style-type: none"> <li>• Complete work schedule and identify any potential openings</li> <li>• In-person benefit enrollment sessions (BENEFITS BEGIN DAY ONE)</li> <li>• Clinical team reviews scheduled chronic care clinics and patients with scheduled off-site appointments</li> <li>• Review pharmacy orders to ensure continuity at start-up and accuracy of MARs</li> <li>• Multiple people on site to ensure a smooth start-up and begin laying out specific responsibilities for all employees on all shifts; Wellpath start-up team mobilizes</li> <li>• Orientation for all employees, covering Wellpath policies, culture, and expectations; occurs outside of work schedule and staff are paid for these hours on first Wellpath paycheck; conducted by members of senior management team; facility staff are welcome to attend</li> <li>• Vendor orientation occurs just before or during the first few days for pharmacy, lab, etc.</li> </ul>
<b>Contract Start</b>	<ul style="list-style-type: none"> <li>• Assume operations at 12 a.m.</li> <li>• Computers, copiers, lab equipment, pharmacy carts, etc. delivered and inventoried</li> </ul>
<b>Month 1 of Contract</b>	<ul style="list-style-type: none"> <li>• Begin monthly reporting</li> <li>• Identify process improvements</li> </ul>
<b>Month 2 of Contract</b>	<ul style="list-style-type: none"> <li>• Implement process improvements</li> <li>• Begin CQI meetings</li> <li>• Begin monthly Infection Control meetings</li> <li>• Submit site-specific policies and procedures for approval</li> </ul>

## 6 Proposed Cost

### 6.1 Base Price

The Wellpath Cost Proposal covers all required services to provide the services described in RFP #845 Professional, Technical and Expert Services. All program services will meet or exceed the requirements and specifications detailed in the RFP and clarified by the answers to questions provided. Wellpath has provided conservative pricing for the County. With more current data, we are open to conversations to further discuss our costs.

Our substantial experience and understanding of correctional healthcare in the state of Washington and Oregon will be a benefit to Clark if Wellpath is selected. Wellpath provides services in several nearby counties, which gives us a better understanding of the nursing labor market, lowers risk for our clients, and provides unique resources that we will leverage for Clark County.

#### 6.1.A. Staffing Philosophy:

Wellpath provides resources to supplement, streamline, and support our on-site staff to improve the efficiency of both the healthcare and correctional staff while enhancing the care of our patients.

We will provide innovative solutions to improve the efficiency and effectiveness of on-site staffing and offer much higher wages than our competitors. Wellpath understands we need to provide wages higher than what is offered in the community. We offer higher wages to attract and retain quality employees at Clark County. Our technology solutions include the [Wellpath Cloud Suite of Technology](#):

- [Wellpath Now](#) is offered in Washington 24/7, which addresses the patient's health needs quicker, drastically reducing the number of emergency room visits and resulting in fewer transport needs.
- [Wellpath Virtual Nursing](#) is used to supplement onsite Intake staff when booking is inundated or to allow site management to reassign posts as needed. This solution can be a resource used in the Work Center to offset costs and reduce the need for onsite coverage if desired by the County.

In spring 2022, we introduced telehealth receiving screenings at the Arapahoe County Detention Facility, a 1,200 ADP jail in Colorado. In the first three days of using the new system, Wellpath nurses were able to see as many as 14 patients in 3 hours, an average of just 13 minutes per receiving screening. Our client has been extremely pleased with the implementation and the seamless transition to this new way of handling intake.

## 6.1.B. Year One Costs:

Main Jail	Wellpath Recommended	County Recommended
<b>Base Cost</b>	<b>\$5,367,071</b>	<b>\$5,134,138</b>
Staffing	22.875 FTE	21.60 FTE
Salary & Benefit Costs	\$3,315,245	\$3,124,834
Pharmaceuticals (excluding pass through)	\$128,976	\$128,976
<b>Juvenile Facility</b>		
<b>Base Cost</b>	<b>\$169,185</b>	<b>\$272,035</b>
Staffing	0.775 FTE	1.225 FTE
Salary & Benefit Costs	\$119,594	\$202,401
Pharmaceuticals (excluding pass through)	\$5,023	\$5,023
<b>Work Center</b>		
<b>Base Cost</b>	<b>\$762,908</b>	<b>\$895,850</b>
Staffing	4.20 FTE	4.20 FTE
Salary & Benefit Costs	\$500,895	\$613,546
Pharmaceuticals (excluding pass through)	\$33,500	\$33,500
<b>Total Base Cost (Main, Juvenile and Work Center)</b>	<b>\$6,299,164</b>	<b>\$6,302,023</b>
Contract Monitor (Included)	\$85,000	\$85,000
*Washington State Business and Occupational Tax (Included)	\$110,235	\$110,285
<b>Total Year One Cost</b>	<b>\$6,299,164</b>	<b>\$6,302,023</b>

\*Reflects the Washington B&O tax at a rate of 0.0175 for services and other activities

### 6.1.B.1 Optional Medication-Assisted Treatment (MAT) Opioid Treatment Program

MAT OTP Costs	
Year One Cost	\$
Staffing	5.200 FTE
MAT Salary & Benefit Costs	\$721,226
MAT Pharmacy and Supplies	\$46,796
<b>Year One Cost</b>	<b>\$903,556</b>

\*The Jail RN MAT Dosing Nurse coverage will be removed should the county desire to proceed with the Licensed MAT OTP program staffing

### 6.1.C. Staffing and Services Overview

Our Cost Proposal covers all professional services; staffing, including salaries and employee benefits; on-site services including laboratory, radiology, and dental; medical supplies and equipment; pharmaceuticals; off-site expenses, ERMA electronic medical record system; Wellpath Regional Management support; and insurance, licenses, applicable taxes, and legal costs, as illustrated in the following chart.

<b>Staffing and Services Overview for Clark County</b>	
<b>Technology</b>	<b>Included</b>
Wellpath Healthcare Cloud / Wellpath Now	✓
ERMA Electronic Medical Record system + 24/7 IT Support	✓
Wellpath Client Portal	✓
Telehealth / Telepsychiatry	✓
<b>Professional On-site Services</b>	<b>Included</b>
Medical Services	✓
Dental Services	✓
Mental Health Services	✓
On-Call 24/7	✓
Emergency Transportation (Ambulance)	✓
Policies and Procedures	✓
Laboratory Services	✓
X-ray Services	✓
Disposable Medical Supplies	✓
Medical Waste Disposal	✓
Basic Medical Training – Corrections Staff	✓
Comprehensive Medical Malpractice Insurance	✓
Corporate Management and Oversight	✓
<b>Professional Off-site Services</b>	<b>Included</b>
Wellpath Care Management Utilization Management	✓
Off-Site Management	✓
<b>Pharmacy Services</b>	
Pharmaceuticals: Over the Counter	✓
Pharmaceuticals: Prescriptions	✓
Pharmaceuticals: Mental Health/Psychotropic	✓
Pharmaceuticals: HIV/Aids, Hepatitis, Biologicals, Psychiatric LAIs, MAT LAIs	Pass through to County

## 6.1.D. Change in Scope of Work

The Wellpath proposed pricing reflects the scope of care as outlined in our Proposal, the RFP requirements, and the current community standards of care regarding correctional healthcare services in the State of Washington.

Should there be any change in or modification of the local, national or community standards of care or scope of services, court rulings or interpretation, state or federal law or statute, or interpretation thereof, that results in sustained and material changes in costs, coverage of costs related to such changes are not included in this proposal and would need to be immediately negotiated with Clark County to ensure all parties' interests are properly aligned. Changes such as the opening of additional areas in the facility or new construction of additional space would all be considered a change in the scope of service and require immediate renegotiation.

### 6.1.D.1 Population Adjustments

This proposal is based on an ADP of 500 detainees. In the event the Average Daily Population (ADP) increases for 3 consecutive months to the extent that a staffing level adjustment is appropriate to maintain the required high level of care, Wellpath reserves the right to negotiate for a contract price increase to maintain the same high quality of care for the increased population.

The annual base price is based on the monthly average daily population (ADP) range of 425 to 575 inmates (combined applicable adults and juveniles). If daily inmate population is greater than or less than 500 inmates for the month, the compensation payable by the County to the Contractor is subject to adjustment by a variable cost per diem rate of \$3.90.

- In any month where the daily census is less than 425, Wellpath shall credit Clark Count a \$3.90 per diem variable cost.
- In any month where the daily census is greater than 575, Wellpath shall invoice Clark Count a \$3.90 per diem variable cost.

## 6.2 Annual Adjustment

Wellpath respectfully takes exception to the requirement that annual price increases be subject to a cap of 5% or medical CPI, whichever is lower.

Given the current economic environment and factors outside the control of both Wellpath and Clark County, Wellpath respectfully requests that annual price increases be based only on the 12-month percent change for the Consumer Price Index (CPI) for Medical care services in U.S. city average, all urban consumers, not seasonally adjusted, as published by the U.S. Bureau of Labor Statistics, no less than 4%, without capitation to ensure we can recruit and pay our employees appropriately to ensure coverage at the facilities and to meet our contractual responsibilities.

## 6.3 Alternate Pricing Arrangement

We have broken out the pricing by the facility in order for Clark to understand the costs associated with each facility. This may assist the county in budgeting for the re-opening of the Work Center.

Additionally, Wellpath would like to discuss a cost-effective alternative to providing 24/7 coverage at the Work Center by utilizing our Wellpath Cloud Telehealth solutions.

We propose the costs of HIV/Aids, Hepatitis, Biologicals, Psychiatric Long-Acting Injectables, and MAT Long-Acting Injectables. be treated as a pass-through expense to the County. This benefits Clark County by keeping the base cost lower, as our price for these would be higher than the actual spend due to risk associated with unpredictable volume. With regard to long-acting injectables, there are generic, daily medications that are less costly to administer and just as medically effective. Wellpath will administer long-acting injectable medications at Clark County, WA's request. The County will only pay the cost that Wellpath pays for any of these medications.

## 6.4 Negotiation Points

Wellpath respectfully submits the following clarifications and exceptions regarding RFP No. 845 for Inmate Health Care Services in Clark County, WA:

- RFP Section I). Liability, Number 2, page 10
  - Wellpath respectfully takes exception to the requirement that it indemnify the County for "any claims under the contract." We agree to indemnify the County for which result from the negligent or purposeful acts or omissions of Wellpath employees or agents, subject to comparative fault. Wellpath requests to negotiate more specific language with the County.
- RFP Section K). Contract Monitor, page 11
  - Wellpath respectfully takes exception to the requirement that the Contract Monitor have access to any and all Wellpath databases and quality assurance reviews as they may deem necessary to fulfill their duties. Any information subject to attorney-client privilege, attorney work product, Patient Safety Work Product as defined by 42 U.S.C. 299b-21, trade secrets, confidential financial information (not including financial records related to the delivery of services pursuant to the contract), or employee benefits information cannot be made available to the Contract Monitor.
- RFP Section 5. Period of Performance, page 27
  - Wellpath respectfully takes exception to the requirement that the County have the sole option to renew the agreement, and requests instead that renewals beyond the initial term be based upon the mutual agreement of the parties in writing.
- RFP Section 6. Proposed Cost, Annual Adjustment page 32
  - Wellpath respectfully takes exception to the requirement that annual price increases be subject to a cap of 5% or medical CPI, whichever is lower. Given the current economic environment and factors outside the control of both Wellpath and Clark County, Wellpath respectfully requests that annual price increases be based only on medical CPI, without capitation.
- RFP Section A) Administrative, Number 17, page 7
  - Wellpath requests the opportunity to further discuss and negotiate staffing credits.







## 9 Reference Letters



OFFICE OF  
**SHERIFF**  
COUNTY OF KINGS  
P.O. BOX 986  
1444 W. LACEY BLVD.  
HANFORD, CA 93232-0986  
PHONE 559/584-1431  
FAX 559/584-4738

DAVID ROBINSON  
SHERIFF-CORONER  
PUBLIC ADMINISTRATOR

E. Patrick Turner  
Group Vice President, PD West  
Wellpath

April 7, 2021

Dear Patrick,

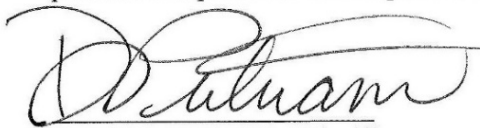
Please accept this letter as my resounding endorsement and reference for Wellpath as an outstanding correctional health care provider. Our current relationship with Wellpath began in July of 2020, after previously struggling to find quality and sufficient communication with our previous provider. As you know, this is our second time to collaborate with Wellpath (previously with CFMG) and the relationship has been phenomenal. We truly struggled with consistent correctional health care services during the period of time in which we were not in partnership with Wellpath.

Since re-establishing our partnership, Wellpath has provided high quality medical, dental, and mental health services to our inmate population. Even through a pandemic, the level and quality of service did not falter.

Additionally, our partnership in the Jail Based Competency Treatment (JBCT) program has been just as successful. With a severe backlog for admittance into Ca. State Hospital facilities, Kings County's JBCT has been a lifesaver and a hugely successful program. In less than one year, over 25 inmate patients were restored to competency through this program.

The leadership and management staff from Wellpath have truly been phenomenal partners and excellent communicators. I would strongly encourage any entity looking to partner with a professional, outstanding correctional health care provider to consider Wellpath, and I offer my highest recommendation.

The Kings County Sheriff's Office is extremely happy with the services provided by Wellpath and we look forward to a long relationship. I would be happy to speak with any potential new partners/clients in person or via telephone to answer any specific questions.



Dave Putnam, Assistant Sheriff  
(559)852-2799 – Office  
(559)469-4017 – cell

## Lane County Sheriff's Office

Clifton G. Harrold, Sheriff



March 12, 2020

To whom it may concern:

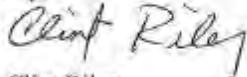
Wellpath has been a valued partner of the Lane County Sheriff's Office since 2015. They have been responsive to the requests of our agency and have offered an innovative approach to managing both the medical and mental health needs of our four-hundred and eleven bed jail facility.

During our partnership Wellpath underwent an ownership change, transitioning from CFMG to Wellpath, but their service continued to be excellent. In particular we have noted the low turnover rate for employees, collaborative approach to problem solving, and frequent contact and site visits from crucial individuals in management and specialty areas.

Examples of their excellent service have included creating a 24/7 nurse position in the Booking area of the jail and tailoring a Mental Health plan to meet the specific needs of our inmate population. This has involved adding additional mental health positions, offering one-on-one mental health services, creating a mental health unit, offering group socialization activities by certified providers, and coordinating yoga classes.

We have been very satisfied with the services provided by Wellpath and their employees and appreciate the great working relationship we have with them in our facility. We are very thankful to have them provide medical and mental health services to the inmates in our custody.

Sincerely,

A handwritten signature in black ink that reads "Clint Riley".

Capt. Clint Riley



# HUMBOLDT COUNTY SHERIFF'S OFFICE

WILLIAM F. HONSAL, SHERIFF/CORONER

CIVIL COURTS  
(707) 445-7336

MAIN STATION  
826 FOURTH STREET • EUREKA CA 96501-0516  
PHONE (707) 445-7251 • FAX (707) 445-7298

CUSTODY SERVICES  
(707) 441-5159

10/05/2022

Kip Hallman  
President  
Wellpath  
3340 Perimeter Hill Drive  
Nashville, TN 37211

Dear Mr. Hallman,

I am pleased to endorse Wellpath as a qualified, quality correctional healthcare provider.

Wellpath has been our County Correctional Facility healthcare provider since December 1, 1999, a relationship that has spanned 23 years. Wellpath has provided professional, competent medical, dental, and mental health services for our facility. Wellpath is also responsible for operating an 8 bed Jail Based Competency Treatment program to the inmate population who have been declared incompetent to stand trial. It is clear Wellpath is proactive as your team continues to look for ways improve and implement best practices. This had never been more evident than during the COVID-19 pandemic.

During the initial stages of the COVID-19 pandemic response there was a lot of confusing and conflicting information and orders. The Wellpath management, doctors, and nurses all met with our leadership team to develop a protocol and response to ensure the safety of those that were incarcerated as well as our team. The Wellpath team understood the complexity of the pandemic response and were helpful every step of the way as we made changes to our policies and procedures (sometimes daily) to keep our inmates and teams healthy and safe.

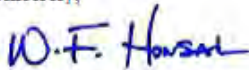
As we continue to live with COVID-19, the nation is experiencing a once-in-a-generation staffing crisis in healthcare. Wellpath is finding creative solutions to the staffing shortages and their initiatives have assisted with those shortages and reduced the impact on our correctional officers and inmates.

Wellpath's regional staff are ready and able to assist whenever they are needed. Their leadership team understand the complexities of meeting all of the California Laws, regulations, the title 15 and 24 requirements. I have found Wellpath and their staff to be extremely professional, caring, and knowledgeable in the performance of their duties. We value our partnership with Wellpath and trust them as a valued member of our team.

We trust Wellpath to provide the best possible care and your consistent responsiveness allows me to confidently call Wellpath our healthcare partner. We look forward to a continued partnership for years to come.

Please feel free to have any potential client contact me for further discussion.

Sincerely,



William Honsal  
Sheriff  
Humboldt County Sheriff's Office

MCKINLEYVILLE STATION  
(707) 839-6600

GARBERVILLE STATION  
(707) 923-2761

CORONER'S OFFICE  
(707) 445-7242

ANIMAL CONTROL  
(707) 840-9132

TRINITY RIVER STATION  
(530) 629-1025

Thomas C. Havel  
Warden



Daniel L. Webb  
Deputy Warden

**Adult Detention Center**

871 Andrea Drive  
Farmington, New Mexico 87401  
Phone: (505)566-4500 Fax: (505)324-3010

August 20, 2019

RE: Correctional Healthcare Provider

Greetings,

When you consider the complex operational requirements associated with correctional healthcare, especially with the diverse medical needs of our detainee populations; providing quality professional healthcare isn't an easy task. Inherently, you want a proven commodity.

Notwithstanding, for the past two years, Wellpath has provided San Juan County Adult Detention Center with proactive professional clinical management to accommodate our 1094-bed facility. They have consistently demonstrated exemplary aptitude with respect to administrative management and medical decision-making protocols that protect the legitimate concerns of all parties.

These dedicated professionals, with their unwavering commitment for medical excellence, have developed specific curriculums for our facility which include pharmacological, Telephonic Medical and Psychological treatment interventions, which provides operational continuity for our facility.

Wellpath schedules all clinical appointments, dispense, documents and supervise inmate prescriptions, collaborate and provides services to other county departments such as; Juvenile Services and the county's Alternative Treatment Facility. Furthermore, Wellpath works with external community providers in maintaining the facility's overall medical functionality. The supplementary services provided by Wellpath are too numerous to mention, yet beneficial to the medical needs of our inmates.

Wellpath's professional, administrative and clinical skills come "packaged" in a sincere, witty and caring manner. Our relationship continues as a direct result of Wellpath's flexibility, humility and their committed reputation as an outstanding Correctional Healthcare provider. It should be noted, Wellpath meets all accreditation requirements.

As you can see, I am impressed with Wellpath's ability and am confident that if selected, they will provide the same exemplary level of service and commitment to your organization as they provide to the San Juan County Adult Detention Facility.

I realize recommendations are subjective views of the writer. To ensure your organization of the quality service provided by Wellpath, I extend a personal invitation for a full tour of our facility as a visual capstone of my recommendations.

Should you have additional questions or wish to speak to me directly, please do not hesitate to contact my office: (505) 566-4504 or my direct cell number: (505) 330-8046.

Sincerely,



Thomas C. Havel, Warden  
San Juan County Adult Detention Center

## Exhibit C – Staffing Matrix

As a mutually agreed upon change to proposal a staffing matrix is supplied indicating 25.800 FTE's and a first year cost for Main Jail and Juvenile \$5,874,049.00.

Main Jail and Juvenile Facility												
Day Shift												
POSITION	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Hrs/Week	FTEs			
Health Services Administrator RN	8	8	8	8	8	8		40	1.000			
Medical Director		4		4				8	0.200			
Mid Level Provider (NP/PA) (Includes 2 hrs. a week at Juvenile)	8	8	8	8	8			40	1.000			
Director of Nursing	8	8	8	8	8			40	1.000			
Nurse Intake (RN)	12	12	12	12	12	12	12	84	2.100			
MAT Dosing RN/Juvenile Clinic RN (shared position includes 14 hrs a week at Juvenile)	6	6	6	6	6	6	6	42	1.050			
Clinic Nurse (RN)	12	12	12	12	12	12	12	84	2.100			
Clinic Nurse (LPN)	24	24	24	24	24	24	24	168	4.200			
Administrative Assistant	8	8	8	8	8			40	1.000			
Medical Records Clerk	8	8	8	8	8			40	1.000			
Mental Health Coordinator (8a-4p)	8	8	8	8	8			40	1.000			
Mental Health Professional (9a-7p)	10	10	20	10	10	10	10	80	2.000			
Psychiatrist			4					4	0.100			
Psych Mid Level (Includes 1 hr a week at Juvenile)	8	8	8	8	8			40	1.000			
Dentist			8					8	0.200			
Dental Assistant			8					8	0.200			
<b>Total Hours/FTE - Day</b>								<b>766</b>	<b>19.150</b>			
Evening Shift												
Clinic RN Juvenile	2	2	2	2	2	2	2	14	0.350			
<b>Total Hours/FTE - Day</b>								<b>14</b>	<b>0.35</b>			
Night Shift												
Nurse Intake (RN)	12	12	12	12	12	12	12	84	2.100			
Clinic Nurse (RN)	12	12	12	12	12	12	12	84	2.100			
Clinic Nurse (LPN)	12	12	12	12	12	12	12	84	2.100			
<b>Total Hours/FTE - Night</b>								<b>252</b>	<b>6.300</b>			
Weekly Total												
<b>TOTAL HOURS/FTE - Per Week</b>								<b>1,032</b>	<b>25.800</b>			

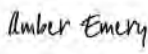
**Certificate Of Completion**

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Source Envelope:	
Document Pages: 218	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michelle Schuster
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1300 Franklin St
	Vancouver, WA 98660
	Michelle.Schuster@clark.wa.gov
	IP Address: 64.4.184.5

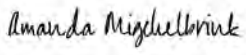
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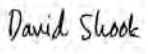
**Signer Events**

Signer Events	Signature	Timestamp
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ID: 9a310ad4-d8d0-47ee-a6b1-74a62b1bbebf

Amanda Migchelbrink Amanda.Migchelbrink@clark.wa.gov Deputy Prosecuting Attorney Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 64.4.184.5	Sent: 2/23/2023 9:24:24 AM Viewed: 2/23/2023 9:28:21 AM Signed: 2/23/2023 9:28:50 AM
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Accepted: 2/23/2023 9:28:21 AM  
ID: 14fa02ce-8986-43f5-9e2e-5291d78a2070

David Shook david.shook@clark.wa.gov Director Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 174.204.197.21 Signed using mobile	Sent: 2/23/2023 9:29:02 AM Viewed: 2/23/2023 9:42:14 AM Signed: 2/23/2023 9:42:50 AM
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**Electronic Record and Signature Disclosure:**  
Accepted: 12/23/2022 12:24:56 PM  
ID: e7ba71f0-5162-4881-9ce8-df5fbac384bb

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp



Carbon Copy Events	Status	Timestamp
<p>Rebecca Messinger  Rebecca.Messinger@clark.wa.gov  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 8/10/2022 9:20:28 AM  ID: 87b36f04-3bfc-4e03-9608-ddb37a5fa730</p>	<b>COPIED</b>	Sent: 2/23/2023 9:43:01 AM
<p>Bethany Rohr  Bethany.Rohr@clark.wa.gov  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 2/23/2023 9:43:04 AM
<p>Joe Barnett  joe.barnett@clark.wa.gov  Deputy Director of Jail Administration  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 4/5/2021 9:53:53 AM  ID: 0e3fb4ea-5642-4c1d-b147-4509b5cc2a97</p>	<b>COPIED</b>	Sent: 2/23/2023 9:43:08 AM Viewed: 2/23/2023 9:44:49 AM
<p>Kimberly Beltran  kimberly.beltran@clark.wa.gov  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 2/23/2023 9:43:10 AM Viewed: 2/23/2023 10:49:58 AM
<p>Michelle Schuster  michelle.schuster@clark.wa.gov  Interim Facilities Manager  Clark County  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 2/23/2023 9:43:13 AM Resent: 2/23/2023 9:43:17 AM Viewed: 2/23/2023 9:43:37 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/23/2023 9:22:42 AM
Certified Delivered	Security Checked	2/23/2023 9:42:14 AM
Signing Complete	Security Checked	2/23/2023 9:42:50 AM
Completed	Security Checked	2/23/2023 9:43:13 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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