



Deschutes County

## **REQUEST FOR PROPOSAL**

For Operation of  
Employee Health Clinic Services  
And/or  
Pharmaceutical Services

Proposals must be received no later than 3:00 p.m. PDT  
Monday, March 29, 2021

Deschutes County Human Resources  
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Bend, Oregon 97701  
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## Deschutes County Government

Deschutes County Human Resources Department, in partnership with Deschutes County Leadership, solicits proposals from qualified parties who wish to be evaluated and considered to provide on-site clinic and/or pharmacy management and services for Deschutes County Health Plan members and dependents.

Deschutes County encompasses 3,055 square miles located in the central portion of Oregon. In the last several years, Deschutes County has been the fastest growing county in the state. As the population in the County has grown, the Deschutes County government has grown as well. Currently, the County has more than 1,060 FTE positions working in facilities throughout the county.

Deschutes County is governed by the Board of County Commissioners (BOCC). The BOCC consists of three commissioners, elected at-large, responsible for establishing policies and setting priorities for the County. The other elected officials for the County include the District Attorney, County Assessor, County Clerk, County Treasurer, Justice of the Peace, and County Sheriff. Excepting for County Legal and departments overseen by elected officials, the County Administrator oversees the daily functions and activities of the various County departments.

Deschutes County consists of a variety of departments providing public services that include Public Health and Behavioral Health services, public safety and emergency services, planning and zoning, community justice, public works and solid waste. Indirect services that support county operations include finance, human resources, property and facilities management, internal auditing, information technology, legal counsel, and public information. Deschutes County, through its Health Benefits Fund, provides health coverage for County employees, their eligible dependents and retired employees. On February 7, 2011, Deschutes County opened the Deschutes Onsite Clinic (DOC) that provides primary and episodic care to all covered persons on the health benefits plan. On May 30, 2012, Deschutes County open the DOC Pharmacy that provides pharmacy services to all covered persons on the health benefits plan.

In addition, Central Oregon Intergovernmental Council (COIC) employees also participate in the Deschutes County health benefits program and are afforded access to the clinic and pharmacy services. Established in 1972, COIC is a Council of Governments (COG) serving Deschutes County, as well as Crook, and Jefferson Counties and the Confederated Tribes of Warm Springs. COIC currently has more than 100 employees and is governed by a 17-member board with representatives from local jurisdictions and economic interests in the region. This organization provides a means for local government and private industry to work together to address community, transportation, economic and workforce development issues.

There are approximately 1,150 total employees in the Deschutes County health benefits program and approximately 3,200 total individuals/participants covered under the plan. The budget for the Health Benefits Fund is approximately \$16 million per year and is self-funded by Deschutes County and COIC. The DOC Clinic budget accounts for approximately \$1.1 million dollars of that and the DOC Pharmacy accounts for \$2.5 million including prescriptions.

For more information on these organizations, please visit [www.deschutes.org](http://www.deschutes.org) and [www.coic.org](http://www.coic.org).

## Detail of Current Operations

### CLINIC OPERATIONS

Deschutes Onsite Clinic (DOC) is currently staffed with two Physician Assistants (combined 54 hours/week) with limited oversight provided by an MD not on-site, a Registered Nurse clinic manager, and two Certified Medical Assistants, with additional support for coverage to ensure continuity of operations. The DOC Clinic operates out of a County building with 3 fully furnished exam rooms, 1 laboratory/phlebotomy room, 1 small waiting room, and provider offices as well as limited medication and cold storage space. Marketing and outreach is currently handled by DOC Clinic vendor. Standard hours of operation are:

- Monday 7:00 am - 5:00 pm
- Tuesday 7:00 am - 6:00 pm
- Wednesday 7:00 am - 5:00 pm
- Thursday 7:00 am - 6:00 pm
- Friday 7:00 am - 5:00 pm
- Saturday 9:00 am – 1:00 pm

The clinic averages over 11,500 individual encounters each year and operates at a 95% capacity during the week and an 82% capacity during half days on Saturday.

- Clinic provider encounters by type:
  - BP Check
  - DOT Physical
  - HRA Lab & Follow Up
  - Lab Draws & Follow Up
  - Medication Follow Up
  - Office Visit
  - Physical
  - Physical-Sports
  - Procedure Visits
  - RN Triage Calls
  - Travel Consult
  - Walk-in
  - Patient Communication / Results Review (Other)
  - Treatment and management of chronic conditions

The Wellness program operates in conjunction with the DOC and is currently staffed with a part-time Wellness Coordinator who holds a Master's Degree in Nutrition and Functional Medicine, including training in digestive issues, autoimmune diseases, cardiovascular disease, hormonal imbalances, and sport performance. This position previously included physical and fitness education as a full time position with over 1,500 individual encounters each year. Proposals should include a staffing plan that includes physical and fitness education.

- Wellness encounters by type:
  - Wellness Education Initial Consultation & Follow Up
  - Chronic Disease Initial Visit & Follow Up
  - Exercise Initial & Follow Up
  - Classes/Meetings
  - Wellness support via Phone Calls/Email

The Juvenile Detention medical services are operated separately, but is part of the current DOC contracted services. Services are provided by the following positions:

- Registered Nurse for 20 hours per week providing:

- Assessment and care
- Manage prescribed medications
- Provide clinical support for Juvenile Department staff
- Document health services provided in electronic health records system
- Nurse Practitioner for four hours per week providing:
  - Physical Examinations
  - Diagnosis and treatment of juvenile acute illness, accident and injury care and other services provided at a typical urgent care facility
  - Review care documentation
  - Serve as a clinical resource for the Juvenile Department staff
  - Provide clinical support to the Registered Nurse
- One licensed primary care practitioner board-certified in an appropriate specialty; either an allopathic physician (Medical Doctor) or an osteopathic physician (Doctor of Osteopathy). This position provides service on an as needed basis; averaging ten hours per month as follows:
  - Oversight and support for the Nurse Practitioner and Registered Nurse
  - Advise and consult with Juvenile Department on facility medical services
  - Consult on complex cases
  - Act as liaison to community providers for care coordination
  - Approve and submit an annual service assessment and report
  - Review, approve and submit monthly service reports

## **PHARMACY OPERATIONS**

The DOC Pharmacy currently operates independently of the DOC Clinic and Wellness program. Although they are operated independently, they have a very close working relationship to coordinate care of the patients. The DOC Pharmacy is currently staffed 5 days a week with one Doctor of Pharmacy (PharmD) and one Pharmacy Technician. Standard hours of operation are Monday – Friday 9:00 am – 6:00 pm and is closed for lunch from 1:30 pm – 2:30 pm. Substitute staff are supplied from the vendor as needed for continuity of operations. The pharmacy supports the entire health plan with over 2,200 unique patients and dispenses over 23,000 prescriptions per year. Of those, over 20,000 are generic and 2,700 are brand, with options for both in-house pick up and mail order. The pharmacy also provides vaccinations for Influenza (Flu), Shingles, Tdap (Tetanus, Diphtheria, Pertussis/whooping cough), and separate Td (Tetanus boosters.) The pharmacy maintains a total adherence rate of 83.3% and a generic dispensing rate of 88%. The pharmacy maintains a variable copay program which leverages existing coupon programs to reduce plan costs and offset copays for expensive medications saving the County hundreds of thousands of dollars on prescription costs. Marketing and outreach currently handled by DOC Pharmacy vendor.

# **Deschutes County Request for Proposals: Employee Health Clinic Services And/or Pharmaceutical Services**

Deschutes County is accepting proposals for the Employee Health Clinic Services and the Pharmacy Services. Proposals can include one of these operations or both of these operations, however pricing should be separate for proposals for the two services.

## **1.0 PURPOSE OF REQUEST FOR PROPOSAL**

Deschutes County, a political subdivision of the State of Oregon, is soliciting proposals to provide cost-effective and quality health care and/or pharmaceutical services for employees, dependents and retirees of Deschutes County and COIC employees, dependents, and retirees.

In an effort to provide quality care to participants in the County health benefits program, while maintaining control of health care expenses, Deschutes County established the DOC on-site health clinic for employees, dependents and retirees in February 2011. Soon after the clinic was established, Deschutes County opened an on-site pharmacy next to the clinic. Deschutes County provides general health and wellness services and full pharmaceutical services through the Deschutes Onsite Clinic. The County partners with a Third Party Administrator (TPA) for health plan and claims administration as well as a Pharmacy Benefits Manager (PBM), these administrators work closely with the DOC Clinic and Pharmacy for the benefit of the County and the health plan participants. These services would not be made available to the general population.

Deschutes County promotes the following objectives of “The Triple Aim,” as developed by the Institute for Healthcare Improvement.

1. Improve the overall health of employees, dependents and retirees
2. Reduce the per-capita cost for healthcare
3. Improve the individual patient experience in terms of clinical outcome, patient safety and patient satisfaction

**Proposals in response to this RFP must be received no later than 3:00 p.m. PDT on Monday, March 29, 2021. Proposals received after this time will not be considered.**

Deschutes County is committed to equal opportunity in its procurement and contracting process.

## **2.0 GENERAL REQUIREMENTS – EMPLOYEE HEALTH CLINIC SERVICES**

Deschutes County is seeking a contractor to provide, at a minimum, the following services:

### **2.1 Clinic Operations**

The Deschutes Onsite Clinic (DOC) shall provide services using the existing clinic facility or a proposed off-site facility that best meet the needs of County health plan participants. Strong consideration should be given regarding the following:

- Operation of the DOC Clinic with a minimum of 50 hours per week including some early and late hours, as well as some Saturday hours
- Appointment scheduling, online, telephone, and text confirmation
- Utilize electronic medical records, with the ability to accept digital radiology records and other electronic records from outside medical providers
- Coordinate treatment with the DOC Pharmacy
- Coordinate treatment with the Deschutes County Wellness Program

### 2.1.1 **Clinical Services**

It is recommended that the selected vendor provide, at a minimum, the following services for both adults and children at the clinic:

- Routine medical care – consistent with primary care office and urgent care centers
- Chronic disease management program (i.e. diabetes self-care)
- Physical examinations
- Preventive screenings
- Acute illness treatment
- Immunizations
- Diagnostics
- Laboratory testing - blood draws and urinalysis
- Workers compensation/occupational injury treatment (consistent with OAR 436.009 Oregon Medical Fee and Payment Rules)DOT Examinations
- Health risk assessments – testing and follow-up consultation
- Behavioral health services (limited to provider scope)
- Access to individual electronic medical records available to each patient through on online patient portal
- Send claims reports to the County's Third Party Claims Administrator

The following services are not currently provided at the clinic, however the proposal should include a plan to add future services such as these or other recommended services. The proposer should identify these services' costs separately from the proposal cost:

- Physical therapy
- Imaging
- Behavioral health services – full services

The following services are not expected to be provided at the clinic:

- Vision services
- Dental services



- Surgery
- Specialty Care
- Maternity Care
- Prescription dispensing (is expected through the DOC Pharmacy)

### 2.1.2 **Staff**

The selected vendor will be required to hire and/or contract staff qualified to provide the specified clinical services (2.2). Extra scoring points will be given to vendors whose proposal includes hiring and retaining the existing staff working at the DOC Clinic. A buy-out fee to the current vendor is not needed.

Staff will be expected to operate in a fashion consistent with the objectives of the Triple Aim. Staff will be expected to develop a thorough understanding of Deschutes County's health plan coverage and prescription drug program coverage. Successful coordination of care with specialists on referrals and other interaction with local health providers, the DOC Wellness Coordinator and Pharmacy by the staff is critical.

The current staff includes two nurse practitioners (combined 54 hours/week), one nurse clinic manager, and two certified medical assistants. The successful proposer should consider maintaining the current staff. The County will be consulted and have meaningful input in decisions concerning staff selection and retention. All changes to staff will require written approval from Deschutes County.

The successful proposer, as an express condition of its contract with Deschutes County, may not enter into a non-compete or other restrictive agreement with any staff assigned to work at the Deschutes County site, such that the staff person will not otherwise be precluded from working for any other employer associated with services/work at the Deschutes County site.

## **2.2 Wellness Program Operations**

The Deschutes Onsite Clinic (DOC) Wellness Program shall provide services that best meet the needs of County health plan participants. It is recommended that the selected vendor provide, at a minimum, the following services for both adults and children:

- Meet with participants individually to better understand their health risks, explain benefit of improving their health and the actions they can take to improve their health.
- Offer ongoing group wellness programs in the following areas: physical activity & exercise, weight management tobacco cessation, nutrition and chronic disease management.
- Conduct health education sessions to participants in various County locations on health-related topics
- Maintain website and utilize other multimedia to provide information on wellness programs and events, as well as general health related information.
- Develop and track wellness service objectives and advance wellness initiatives.
- Support the DOC clinic providers in administering and promoting an annual health risk assessment for participants.

- Create and provide for distribution and promotion of monthly wellness information.
- Analyze aggregate clinic and health plan data for top conditions treated, recommend and develop programs to address identified conditions.
- Facilitate Wellness Task Forces meeting and implement approved actions

### 2.2.1 **Wellness Staff**

The selected vendor will be required to hire and/or contract staff qualified to provide the specified clinical services (section 2.1.1) Strong consideration will be given to vendors whose proposal includes hiring and retaining the existing staff working at the DOC Clinic Wellness Program. Strong consideration should be given to the following position:

- Wellness Coordinator that holds a degree in a related field, has relevant experience and additional training and certifications as necessary to deliver the scope of service as described in section 2.1.1.

Staff will be expected to operate in a fashion consistent with the objectives of the Triple Aim. Staff will be expected to develop a thorough understanding of Deschutes County's health plan coverage and prescription drug program coverage. Successful coordination of care with specialists on referrals and other interaction with local health providers, the DOC Pharmacy and DOC Clinic by the staff is critical.

The current staff includes one wellness coordinator for 20 hours per week and a fitness coordinator for 8 hours per week, however the proposal should also include a plan to expand services to full-time.

The successful proposer should consider maintaining the current staff. The County will be consulted and have meaningful input in decisions concerning staff selection and retention. All changes to staff will require written approval from Deschutes County. The successful proposer, as an express condition of its contract with Deschutes County, may not enter into a non-compete or other restrictive agreement with any staff assigned to work at the Deschutes County site, such that the staff person will not otherwise be precluded from working for any other employer associated with services/work at the Deschutes County site.

### 2.2.2 **Billing**

On a monthly basis, the selected vendor will provide Deschutes County an itemized invoice for all DOC Clinic and Wellness Program related expenses. The selected proposer will also provide an itemized budget for DOC Clinic operations and Wellness Program operations to the county for evaluation prior to each plan year. The selected proposer will be required to send separate invoice to Deschutes County Risk Management for Workers' Compensation visits.

## **2.3 Reporting**

The proposal should include details on how the proposer would improve upon existing DOC reports, see Exhibit #1, Deschutes County DOC Clinic and Wellness Program Utilization Report for existing DOC report examples.

- 2.3.1 The selected vendor shall be responsible for providing Deschutes County with monthly reports for the DOC Clinic that include, at a minimum, the following information and explain how you would improve upon these reports:
- Return on Investment calculations (ROI) for the DOC Clinic
  - Total patient visits
  - Patient visits per condition and/or type
  - Provider productivity
  - Clinic Utilization and Capacity
  - Workers compensation claims and treatment
  - Health Risk Assessment (HRA) outcomes and return on investment
  - Develop a strategic plan for the DOC Clinic, including objectives for each plan year
  - Quarterly updates on strategic plan initiatives and performance
  - Send claims reports to the County's Third Party Claims Administrator to use in health utilization and claims review
- 2.3.2 The selected vendor shall be responsible for providing Deschutes County with monthly reports for the DOC Wellness Program that include, at a minimum, the following information and explain how you would improve upon these reports:
- Return on Investment calculations (ROI) for Wellness Program
  - Individual visits
  - Group wellness programs
  - Health Education Sessions
  - Wellness Coordinator time and tasks
  - Develop a strategic plan for wellness, including objectives for each plan year
  - Quarterly updates on strategic plan initiatives and performance
- 2.3.3 Conduct annual patient satisfaction survey regarding the DOC Clinic and Wellness Program and report findings to various County committees.

These reports must be able to be merged coherently and meaningfully with Third Party Administrator data and shall be received within 30 days of the end of the period.

The selected vendor will be expected to meet with Deschutes County staff on a quarterly basis to review clinic operations and performance to coincide with the County's Benefits Committee meetings.

## **2.4 Marketing and Assessment**

The selected vendor will be expected to develop marketing materials for the promotion of the DOC Clinic and Wellness Program to employees, dependents and retirees. This should, at minimum, include the following:

- Distributing of literature and other educational materials
- Advertisement of services and providers at the clinic and wellness program
- Annual communications calendar for health education, awareness, and outreach

- Hosting events and activities
- Offering programs relating to health, wellness and prevention
- Developing clinic and wellness program utilization incentives
- Periodic surveys of employees regarding DOC operation and overall satisfaction

## **2.5 Facilities**

Proposals should include facility plans to provide services outlined in in this RFP. It is preferred that the employee clinic and wellness services remain at the current DOC Clinic and Wellness facilities owned by the County. Alternative, or additional, location will be considered. Provide details in the proposal as to why the County should consider the alternative, or additional, locations.

## **2.6 Insurance**

The selected vendor will be required to maintain professional liability insurance coverage for the clinic and its staff of not less than \$2 million per occurrence and an aggregate of \$3 million per year. Commercial general liability insurance must also be maintained at not less than the Oregon Tort Claims Act (ORS 30.272) limits. Currently Deschutes County requires a minimum of \$1 million for a single claimant and \$2 million for all claimants. The contract with the selected vendor will provide that vendor shall defend, indemnify and hold harmless, Deschutes County, its officer, agents and employees for claims arising from or related to the actions of the clinic staff. Vendor acknowledgement of insurance coverage must be included in proposal. The selected vendor will be required to provide proof of coverage before finalization of a contract for service.

## **2.7 Juvenile Detention Clinic Services**

The selected vendor will provide licensed and certified staff qualified to provide the clinical services identified and qualified back-up staff to ensure coverage of all positions for 52 weeks a year. It is recommended that the selected vendor provide, at a minimum, the following services for youth age 18 and younger housed in the Juvenile Detention Center:

2.7.1 **Services** - Currently performed by a registered nurse on site for four hours per day or up to twenty hours per week:

- Assessment and care
- Manage prescribed medications
- Coordinate off-site medical service referrals
- Document health services provided in EHR system
- Submit monthly service report

2.7.2 **Services** - Currently performed by a Nurse Practitioner or Physician Assistant on site as needed up to two hours per week. In addition, one licensed primary care practitioner board-certified in an appropriate specialty, an allopathic physician (medical doctor) or an osteopathic physician (doctor of osteopathy,) to provide oversight as needed. Services to include:

- Physical examinations (minimal
- Review assessment and care plan documentation

- Provide clinical support and oversight as needed
  - Consult on complex cases
  - Act as a liaison with community partners for care coordination
- 2.7.3 **Staff** - The selected vendor will be required to hire and/or contract staff qualified to provide the specified services in section 2.7.1 and 2.7.2.
- 2.7.4 **Billing** - On a monthly basis, the selected vendor will provide Deschutes County an itemized invoice for all Juvenile Services related expenses. The selected vendor will also provide an itemized budget to the County for evaluation prior to each plan year.
- 2.7.5 **Reporting** - The selected vendor shall be responsible for providing Deschutes County with monthly reports that include, at a minimum, the following information:
- Return on Investment calculations (ROI) for Juvenile Services program
  - Total patient visits
  - Patient visits per condition and/or type
  - Provider productivity
  - Itemized list of labs conducted
  - Itemized budget to the county for evaluation prior to each year
  - The selected vendor will be expected to meet with Deschutes County staff on a quarterly basis to review Juvenile Services operations and performance.

### **3.0 GENERAL REQUIREMENTS - PHARMACEUTICAL SERVICES**

Deschutes County is seeking a contractor to provide, at a minimum, the following:

#### **3.1 Pharmacy Operations**

The pharmacy provides a broad formulary of pharmaceutical services, including cost effective over the counter retail items, that best meets the needs of County health plan participants. The DOC Pharmacy provides services within Oregon, including mail order, and the pharmacy is co-located in the same building as the DOC Clinic and Wellness program, with hours of operation as Monday through Friday from 8:00am to 6:00pm. There is access to electronic or telephone prescribing, auto refills and other comparable services. Current operations manage standard prescribed medication and over the counter inventory and have the ability to fill prescriptions written by DOC staff and non-DOC providers. The pharmacy includes an on-site expired prescription collection box managed in partnership with the County.

3.1.1 Proposers should explain how they will at minimum maintain, but preferable improve, the current key performance measures for the DOC Pharmacy:

- Total Adherence Rate: 83.3%
- Generic Dispensing Rate: 88%
- Variable Copay Program Savings: \$387,000 annually
- Patient Satisfaction: 100%

Proposers should explain how they would plan to do following:

- 3.1.2 Expanding accessibility to prescription dispensing in other areas of Deschutes County (Redmond, La Pine, etc...), the greater state of Oregon, and nationally; if possible.
- 3.1.3 Keep staggered hours from standard office hours and possible weekend hours consistent with the DOC clinic preferred. The DOC is open six days a week, with hours as follows:
  - Monday 7:00 am - 5:00 pm
  - Tuesday 7:00 am - 6:00 pm
  - Wednesday 7:00 am - 5:00 pm
  - Thursday 7:00 am - 6:00 pm
  - Friday 8:00 am - 5:00 pm
  - Saturday 9:00 am - 1:00 pm

### **3.2 Pharmaceutical Services**

The selected proposer will continue to provide the following services

- 3.2.1 Dispensing and compounding a broad formulary of medications, focusing on generics and less costly alternatives, for prescriptions issued by the DOC's authorized medical practitioners, as well as outside providers.
- 3.2.2 Support other County health related programs such as vaccinations, flu shots, tobacco cessation, and wellness education.
- 3.2.3 Periodic consultation with DOC Clinic and Wellness Program staff regarding patient treatments.
- 3.2.4 Education and counseling of patients regarding medication use, medication effects, treatment options, drug interactions.
- 3.2.5 Development and administration of cost containment efforts and quality improvement programs, including but not limited to:
  - 3.2.5.1 Coupon and Variable Co-pay program
  - 3.2.5.2 Medication Sync and Adherence
  - 3.2.5.3 Generic Medication Dispensing
  - 3.2.5.4 High Cost Chronic Condition Management Programs
- 3.2.6 Distributing of literature and other educational materials.
- 3.2.7 Timely telephone, and text confirmation of prescription fulfillment.
- 3.2.8 Timely review of Pharmacy metrics, reporting, and budget.
- 3.2.9 Integration with County PBM

### **3.3 Pharmacy Staff**

Currently the pharmacy is staffed with one Doctor of Pharmacy and one Pharmacy Technician. The selected proposer will be required to hire and/or contract with an Oregon Board of Pharmacy licensed pharmacist qualified to provide the specified clinical services described in this RFP. Extra scoring points will be given to vendors whose proposal includes hiring and retaining the existing staff working at the DOC Pharmacy.

Strong consideration will be given to proposals which include:

- Full time licensed pharmacist (preferably Doctor of Pharmacy)

- Back-up staff to cover vacations, illness or other time off work

Staff will be expected to operate in a fashion consistent with the objectives of the Triple Aim. Staff will be expected to develop a thorough understanding of Deschutes County's health plan coverage and prescription drug program coverage. Close coordination and data transfers with the County's third party administrators will be critical. The selected vendor should consider maintaining the current staff. The County will be consulted and have input in decisions concerning staff selection and retention. All changes to staff will require approval from Deschutes County.

The successful proposer should consider maintaining the current staff. The County will be consulted and have meaningful input in decisions concerning staff selection and retention. All changes to staff will require written approval from Deschutes County. The successful proposer, as an express condition of its contract with Deschutes County, may not enter into a non-compete or other restrictive agreement with any staff assigned to work at the Deschutes County site, such that the staff person will not otherwise be precluded from working for any other employer associated with services/work at the Deschutes County site.

### **3.4 Billing**

Currently, on a monthly basis, Deschutes County is provided invoices covering the following charges for the Pharmacy:

- An administrative fee
- The Pharmacy staff salary and benefits
- An itemized list, including both by unit and extended cost, of all medications dispensed
- An itemized list, including both by unit and extended cost, of all supplies utilized

Proposals should include the invoice and billing structure for all services and costs associated with running the pharmacy and purchasing prescription medications. Proposal will need to include delivery of an itemized budget to the county for evaluation prior to each plan year.

### **3.5 Reporting**

The selected proposer shall be responsible for providing Deschutes County and its third party administrators with monthly, quarterly and annual reports that include, at a minimum, the following information and explain how you would improve upon these reports:

- **Return on Investment** - Return on Investment calculations (ROI) for pharmacy services generally and as compared to the community.
- **Utilization Management** – An itemized report that identifies utilization by medication dispensed
- **Program Trending** – Top 25 Medication/Supplies by volume and by cost per quarter.
- **Achieved Total Adherence** – A report that identifies the average patient medication adherence rate.
- **Generic Dispensing** - A report that identifies the average generic dispensing rate.
- **Value Add Programming**: A report on cost containment efforts and quality improvement programs outlining their progress and outcomes.

- **Stock Management** – A report that includes identification of prescriptions where items were not in stock upon request.
- **Script Turnaround Time** - A report that identifies the average turnaround time from receipt of prescriptions until it is dispensed to the patient, as well as the longest turnaround time.
- **Zero Dollar Claims** – A file, containing an itemized list of all medications dispensed, submitted as health claims with no cost to the County’s third party administrators.
- **Annual Budget** - Delivery of an itemized budget to the County for evaluation prior to each plan year.

These reports must be able to be merged coherently with Third Party Administrator data and shall be received within 30 days of the end of the period.

### **3.6 Facilities**

Deschutes County currently provides office space, utilities, and a refrigerator for the operation of the pharmacy. Comprehensive policies and procedures for its operation must be developed by the selected vendor proposer and approved by Deschutes County.

### **3.7 Insurance**

The selected vendor will be required to maintain professional liability insurance coverage for the clinic and its staff of not less than \$2 million per occurrence and an aggregate of \$3 million per year. Commercial general liability insurance must also be maintained at not less than the Oregon Tort Claims Act (ORS 30.272) limits. Currently Deschutes County requires a minimum of \$1 million for a single claimant and \$2 million for all claimants. The contract with the selected vendor will provide that vendor shall defend, indemnify and hold harmless, Deschutes County, its officer, agents and employees for claims arising from or related to the actions of the pharmacy staff. All staff operating at the pharmacy must obtain and continuously maintain appropriate licensing and certification through the Oregon Board of Pharmacy. Proposer’s acknowledgement of insurance coverage must be included in proposal. The selected proposer will be required to provide proof of coverage before finalization of a contract for service.

### **3.8 Federal and State Law**

In addition to the provisions of this RFP, and the selected proposal, which may in whole or in part be incorporated by reference in the service contract, any additional clauses or provisions required by federal or state law or regulation in effect at the time the contract is executed with be included

## **4.0 RFP SCHEDULE AND PROPOSAL SUBMITTAL**

### **4.1 Timeline**

The following chart shows the schedule of key events in this RFP process. All posted dates are subject to change. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the sections that follow:



February 23, 2021	Issuance of RFP
March 11, 2021	Deadline for Submission of Written Questions
March 19, 2021	Responses to Written Questions
March 29, 2021	Proposal Submittal Deadline
May 3-7, 2021	Presentations of Finalist(s)
May 17-21, 2021	Possible Site/Virtual Visits
June 1, 2021	Projected for Vendor Selection
January 1, 2022	Projected Commencement of Services

#### **4.2 Written Questions**

Proposers may submit questions in writing to [benefits@deschutes.org](mailto:benefits@deschutes.org) up until March 11, 2021 at 5:00pm PDT. Answers to questions will be provided as questions are received on the RFP website, [www.deschutes.org/rfps](http://www.deschutes.org/rfps). All submitted questions will be answered no later than 5:00pm PDT on March 19, 2021.

Any questions or issues that may arise regarding the specifications, the solicitation process, or the selection process shall be directed to Trygve Bolken at (541) 317-3154 or [benefits@deschutes.org](mailto:benefits@deschutes.org). Oral instructions or information concerning this RFP given by officers, employees or agents of Deschutes County to prospective bidders will not be binding.

#### **4.3 Proposal Submittal**

In order to be considered, proposers must submit a comprehensive response to the RFP via email only (maximum 10 MB). This proposal must meet the minimum requirements included in this RFP and the corresponding attachments. All proposers are required to respond to this RFP as outlined in Section 5, to allow for a fair and timely evaluation of all proposals. Any information not specifically requested in this RFP will not be considered in the evaluation of the proposal.

The following chart provides critical submission guidelines:

<b>Proposal Deadline</b>	Complete proposal received by Deschutes County's server by March 29, 2021 at 3:00 p.m. PDT
<b>Electronic Submission</b>	1 signed copy must be emailed to: <a href="mailto:Benefits@deschutes.org">Benefits@deschutes.org</a>
<b>Contact</b>	Trygve Bolken (541) 317-3154 <a href="mailto:Benefits@deschutes.org">Benefits@deschutes.org</a>

**No proposals received after 3:00 p.m. PDT on March 29, 2021 will be accepted. All responses received after the deadline will not be considered.** Deschutes County will verify official receipt of proposals by sending an e-mail to the e-mail address of each proposer. Deschutes County is not liable for any costs

incurred by proposer for the preparation and presentation of their proposal. This includes any costs in the submission of a proposal or in making the necessary studies or designs as part of the preparation.

#### **4.4 Oral Presentations**

At the County's option, oral presentations by selected proposers may be required. Proposers will be notified if an oral presentation is required. The County will determine if the oral presentations will be completed in person or virtually at the time of invitation. Any cost incidental to an oral presentation shall be borne entirely by the proposer and the County shall not compensate the proposer. Proposers may be requested to provide demonstrations of components of their program as part of the presentation.

#### **4.5 Site Visits**

At the County's option, site visits may be requested for the purpose of reviewing the proposer's organizational structure, sub-contractor agreements, policies and procedures and any other aspect of the proposal that might affect the delivery of services contemplated under this RFP. Travel costs associated with site visits to proposer's offices shall be borne entirely by the County. Travel costs associated with site visits to Deschutes County shall be borne entirely by the proposer.

#### **4.6 Contract Award**

Final selection of the successful proposer is targeted for June 1, 2021. This target date is subject to revision. The selected proposer will be expected to enter contract negotiations with Deschutes County upon approval of the Intent to Award a Contract by the Board of County Commissioners. The County may elect to negotiate general contract terms and conditions, services, pricing, implementation schedules, and such other terms as the County determines are in the County's best interest.

#### **4.7 Period of Performance**

The period of performance shall begin on or before January 1, 2022 and ends on December 31, 2023. Deschutes County may extend the agreement for up to five (5) years based on proposer's performance, County needs and available funding.

#### **4.8 Notice of Solicitation of Cooperative Price Agreement**

Deschutes County is soliciting competitive proposals for Deschutes Onsite Clinic Services, which includes Clinical Services, Wellness Program, and Juvenile Detention Services and for Deschutes Onsite Clinic Pharmacy Services. These two solicitations will ultimately result in one or more price agreements, under which the successful proposer will supply the Deschutes Onsite Clinic with services to include Clinical Services, Wellness Program, and Juvenile Detention Services and/or Pharmacy Services for the Deschutes On-site Clinic Pharmacy. Proposers are hereby advised that they may respond to either solicitation or to both.

## **5.0 PROPOSAL FORMAT**

All proposals shall be valid for 90 days after the RFP closing date. The selected proposer will be expected to enter into a service contract with Deschutes County. A copy of a standard Deschutes County personal service contract appears in Attachment D.

All proposals must be submitted in 10-point Arial font, 1.5-line spacing with one inch margins.

### **5.1 Vendor Qualifications and Experience**

- 5.1.1 **Transmittal Letter** – The proposal must include an introductory letter attesting to the accuracy of the proposal, signed by an individual authorized to execute binding legal documents on behalf of the proposer. The letter should present the proposer’s intent on bidding on services for the Employee Health Clinic, Pharmaceutical, or for both, an understanding of the services requested in the RFP, a brief summary of the approach to be taken in performing the services, highlights of the proposer’s expertise and history. This letter should be signed by the authorized representative for the proposer.
- 5.1.2 **Contact Person** – Provide a contact person for this RFP process, including name, title, mailing address, telephone number, fax number and e-mail address.
- 5.1.3 **General Information** – List the proposer name, address, tax-ID number, evidence of business license(s) held, fax number, phone number, e-mail and the name and title of the authorized representative.
- 5.1.4 **Company Description**, including the following:
  - 5.1.4.1 Brief Company History
  - 5.1.4.2 Indicate the specific line of business or branch of the company that will be operating the DOC Clinic or DOC Pharmacy
  - 5.1.4.3 Indicate whether the company is incorporated, public or privately owned, and whether it is licensed to operate a pharmacy and provide services in Section 2 and/or 3 in Oregon; if so, provide licensure details
  - 5.1.4.4 Identify all owners and subsidiaries that own more than 5% of the company
  - 5.1.4.5 If the company is an affiliate of another organization, describe the relationship
  - 5.1.4.6 Indicate whether the company qualifies as a Minority-owned Business Enterprise (MBE) or Woman-owned Business Enterprise (WBE). If so, list the certifying agency.
  - 5.1.4.7 List the name and address of any subcontractors that will be utilized on this account, state which services they will provide and whether they are certified as a MBE or WBE.
  - 5.1.4.8 Describe all affiliations and relationships with medical and pharmaceutical suppliers and retail pharmacies including: retail pharmacy services, mail order pharmacy services, drug manufacturing and drug distribution.

- 5.1.4.9 Last two years of audited financial reports. If proposer wishes County to maintain such material in confidence, it must specifically identify such material. County will endeavor to maintain the confidential nature of material so identified.
- 5.1.5 **Experience**
- 5.1.5.1 Describe your company's experience managing on-site employee clinics as described in Section 2, and/or onsite pharmacies as described in Section 3; for both the public and private sector entities.
- 5.1.5.2 Describe your company's philosophy in the approach to employee health and wellness.
- 5.1.5.3 Describe your approach in managing the services outlined in Section 2 and/or 3 and providing account support.
- 5.1.5.4 Provide information on the location of the office from which consulting services would be provided and the employee turnover rate among staff personnel for the past two years.
- 5.1.5.5 Summarize staff credentials, expertise and significant employment history for personnel assigned to the County, include a designation of a project leader.
- 5.1.6 **References**
- 5.1.6.1 The proposal must include references for a minimum of three health services clients, and/or pharmacy clients, of a similar size and scope to Deschutes County. The list must include each reference's name, address, contact person, length of the relationship, number of employees and a description of the services provided. Preference will be given for proposer providing public sector references.
- 5.1.6.2 Each proposal must include a list of onsite or other specialty clinics, wellness programs, onsite or specialty pharmacies currently being administered by the proposer.
- 5.1.7 **Contract Consideration / Litigation Warranty** – Deschutes County will negotiate a contract with the successful proposer. By submitting a proposal, the proposer warrants that it is not currently involved in litigation or arbitration concerning the materials or proposer's performance in supplying the same or similar materials, unless such fact is disclosed in the proposal. Such litigation or arbitration will not automatically disqualify the proposer. Deschutes County reserves the right to evaluate the proposal with consideration for any litigation or arbitration by the proposer.
- 5.1.8 **Pending Agreements** – Describe any pending agreements to merge or sell your company.
- 5.1.9 **Default Disclosure** – Within the last five years describe whether proposer has defaulted on a contract to provide Employee Medical or Pharmacy Clinics and any litigation regarding such contracts; cancellation of, or failure to be renewed, for alleged fault of the part of your company.

## **5.2 Operations and Services**

### **5.2.1 Description**

Each proposal must include a detailed description of the proposed clinic and/or pharmacy, as well as necessary furniture and equipment. Additionally, each proposal must include a list of the type and quantity of supplies required for operating the clinic and/or pharmacy. The proposal should also include a detailed proposed timeline of County and proposer's actions beginning with notification as the selected proposer on June 1, 2021 to the opening of the clinic and/or pharmacy on or before January 1, 2022.

### **5.2.2 Operations** - Each proposal must include the following operational details:

5.2.2.1 Days and hours of operation, including holidays

5.2.2.2 All staff positions (both on and off-site) necessary for the development, transition and operation of this clinic and/or pharmacy, including, but not limited to, account management, training, information technology, communications, medical expertise

5.2.2.3 Provide a proposed staffing plan and include staff positions and working hours per week. The staffing plan should address key contacts, any potential workload issues, and a plan to provide back-up to the team, during vacations, illness and or other absence.

5.2.2.4 Billing procedures: County monthly billing, patient billing, workers compensation billing, immunizations, prescription drug billing, over the counter medication billing, etc...

5.2.2.5 Locations of services, either in existing facilities or any proposed changes to locations. Discuss any efficiencies gained in proposed location changes

5.2.2.6 Coordination between the DOC Clinic and DOC Pharmacy staff

5.2.2.7 Communication with third-party health benefits administrator (TPA), pharmacy benefits manager (PBM), and Deschutes County Benefit Consultants

### **5.2.3 Services** - Each proposal must include the following service details:

5.2.3.1 A list of services provided through the DOC Clinic as listed in Section 2; and a list of services provided through the DOC Pharmacy as listed in Section 3,

5.2.3.2 Give three examples that demonstrate your company being proactive in finding opportunities to enhance benefits and services.

5.2.3.3 Give three examples that demonstrate your company being proactive in finding opportunities cost savings for the client.

5.2.3.4 Identify whether you utilize kiosks or other mobile or portable health stations for the delivery of services. If so, please describe how they are used and how they integrate with other services.

5.2.3.5 Describe how your services differentiate you in the onsite clinic marketplace.

5.2.3.6 Describe clinical and/or pharmaceutical management services you have available which are designed to reduce costs and improve outcomes.

5.2.3.7 Describe how you handle member issues and complaints.

### **5.2.4 Reporting** –Each proposal must include a description of all reporting details:

- 5.2.4.1 A reports to be provided to the County on a monthly, quarterly and annual basis.
- 5.2.4.2 Include sample reports your company has completed for projects similar in scope.
- 5.2.4.3 Provide one sample of each report as provided to current clients meeting the specifications outlined in reporting sections 2.3, 2.7.5, and 3.5 are also required. All confidential information should be redacted to comply with HIPPA standards.
- 5.2.4.4 Provide a description and sample report to be provided to the County to identify the County's return on investment.
- 5.2.5 **Marketing and Assessment** - Each proposal must include the following marketing details:
  - 5.2.5.1 An annual promotional calendar with details
  - 5.2.5.2 A narrative detailing the approach, methodology and activities that will be taken to encourage employee utilization of the clinic.
  - 5.2.5.3 A schedule for offering periodic programs for employees relating to health, wellness and prevention.
  - 5.2.5.4 Strategy for educating the DOC Clinic and/or Pharmacy staff on employee working conditions and environmental considerations for employees.
  - 5.2.5.5 Plan for Deschutes County employee incentives promoting use of the clinic, participation in health risk assessments, and other health, wellness and prevention activities.
  - 5.2.5.6 An example of a promotional campaign conducted for another client including the quantitative and qualitative impact of that effort.
- 5.2.6 **Additional Services (Optional and separate from main proposal.)**  
Provide explanations of any additional recommended services not listed in this RFP, together with associated charges. This should also include any long-term strategy for expansion of pharmacy services over the next five to ten years. Recommendations will be assessed based on cost benefit, quality and scope of the services provided.

### **5.3 Quality of Services**

- 5.3.1 **Quality** - Each proposal must explain in detail how the proposer will monitor and measure the quality of service provided at the DOC Clinic and/or Pharmacy. This should include quality of service measures currently being used with existing clients.
  - 5.3.1.1 In addition, the proposer must provide the most recent assessment of service quality as determined by the measures identified.
  - 5.3.1.2 In addition, the proposer must provide a detailed plan for regularly measuring and reporting to the County the return on investment for services identified in this RFP; examples should be provided.
- 5.3.2 **Adherence to The Triple Aim** – Each proposal must explain in detail how the proposer will adhere to The Triple Aim approach to healthcare and describe how your company has implemented this approach into operations at your other clinics and/or pharmacies.  
The Institute for Healthcare Improvement developed The Triple Aim as a means to challenge stakeholders to rethink healthcare by simultaneously improving the overall health of the

population, improve the patient's healthcare experience (quality, access, reliability) and reduce the cost of care. For more information regarding this approach, please refer to <http://www.ihl.org/Engage/Initiatives/TripleAim/Pages/default.aspx>. Deschutes County supports The Triple Aim and expects the DOC Clinic and Pharmacy to promote its objectives. The selected vendor is expected to administer a services which exemplify the three primary objectives of The Triple Aim.

- The overall health of the population is improved
- The patient's healthcare experience is improved
- The cost per capita of healthcare is reduced

## **5.4 Transition Plan**

The proposal should include a transition plan with a detailed timeline of County and vendor actions beginning with notification as the selected vendor on June 1, 2021 to operational responsibility on January 1, 2022. The transition plan should include, at a minimum, details for the following:

- 5.4.1 Dates for key decisions and transition milestones
- 5.4.2 Any changes to the existing DOC Clinic and/or Pharmacy models
- 5.4.3 Strategy for retaining and hiring staff (existing and/or new)
- 5.4.4 Any suggested staffing changes
- 5.4.5 Transfer of existing electronic medical records
- 5.4.6 Strategy for communicating the transition to participants on the County's health plan
- 5.4.7 Disruption report for any prescription medications and/or services currently provided by the DOC Clinic and/or Pharmacy which your company is unable to provide or support.

## **5.5 Pricing**

- 5.5.1 **Completed Pricing Forms** - Each proposal must include a completed Pricing Form (Attachment B) and Prescription Pricing Form (Attachment C). These forms include pricing for the following items:

- 5.5.1.1 Initial Set-up Expenses
  - 5.5.1.1.2 Equipment
  - 5.5.1.1.3 Furniture
  - 5.5.1.1.4 Initial Supplies
  - 5.5.1.1.5 Other Initial Set-up Expenses
- 5.5.1.2 Ongoing Monthly Expenses
  - 5.5.1.2.1 Oversight or Administrative Fee
  - 5.5.1.2.2 Staff Salaries – itemized by position
  - 5.5.1.2.3 Ongoing Supplies – estimate of monthly supply use
  - 5.5.1.2.4 Other Ongoing Monthly Expenses
- 5.5.1.3 Any Additional Expenses
- 5.5.1.4 Pricing for Any Optional Services listed here

- 5.5.1.5 Structure and amount of any proposed annual increases or cost escalators
- 5.5.1.6 Prescriptions – Pricing for County’s most utilized medications
- 5.5.1.7 Prescriptions – Include an executable pharmacy contract for the County to review
- 5.5.2 **Alternative Pricing Structure** – Provide details of proposed alternative pricing structures.

All pricing submitted in response to this RFP will constitute a binding offer. Signature by the authorized representative on the cover letter also certifies that the proposer has read, fully understands, and agrees with all pricing specifications, terms and conditions. Comprehension of the pricing requirements shall be the responsibility of the proposer. Claims regarding a failure to comprehend pricing requirements will not be considered. Proposals that do not include a fully completed Pricing Form and do not provide a fully detailed alternative pricing structure will be disqualified from consideration. Multi-year administrative fee guarantees will be viewed favorably by the County.

## **6.0 PROPOSAL QUALIFICATIONS AND EVALUATION CRITERIA**

### **6.1 Qualification Requirements**

Any qualified company, firm or corporation that is, or will be, licensed to conduct business and operate employee health clinic services and/or a pharmacy in the state of Oregon, and that can provide services in accordance with the specifications of the RFP is qualified to submit a proposal. The selected proposer(s) will be expected to comply with all federal and state laws and regulations required for the operation of an employee health clinic and/or pharmacy in the State of Oregon for services as described in this RFP.

### **6.2 Proposal Evaluation Criteria**

All proposals will be reviewed for completeness and compliance with the terms and conditions of the RFP. Proposals inconsistent with the RFP requirements will be eliminated from further consideration.

Proposals that are complete and compliant will be evaluated in a two-stage process. First, each proposal will be rated by an evaluation committee on the following criteria:

<b>Criteria</b>	<b>Maximum Points</b>
1. Proposer Qualifications and Experience (5.1)	25 points
2. Operations and Services (5.2)	25 points
3. Quality of Services (5.3)	15 points
4. Transition Plan (5.4)	15 points
5. Pricing (5.5)	20 points
<b>TOTAL POINTS AVAILABLE</b>	<b>100 POINTS</b>

Proposers are also encouraged to describe any additional services that have not been requested specifically by the RFP. Although points will not be directly awarded for this portion of the proposal, it may be used to



improve evaluation score for one or more of the six criteria. Additionally, Deschutes County may opt to incorporate part or all of these services into the contract with the selected proposer.

Each evaluation committee member (evaluator) will assign a proposal score for each criterion. The combined scores for the above criteria will constitute the total evaluator score for each proposal. Based on the total evaluator score, each evaluator will rank proposals. No two proposals may receive the same rank. Both ratings and rankings will be used to identify up to five proposals for final consideration.

The second stage of evaluation is the final consideration. Final consideration may require proposers to respond to additional questions, clarify or elaborate on certain aspects of their proposal, operational clinic or pharmacy site visits, and deliver oral presentations to the evaluation committee. All proposers submitting proposals will be notified as to whether they will participate in final consideration. Detailed explanations of the final consideration process will be provided to those vendors invited to participate.

### **6.3 Cancellation, Delay or Suspension; Rejection of Proposals**

The County may cancel, delay, or suspend this solicitation if it is in the best interest of the County as determined by the County. The County may reject any or all proposals, in whole or in part, if in the best interest of the County as determined by the County.

### **6.4 Irregularities**

The County reserves the right to waive any non-material irregularities or information in the RFP or in any proposal.

### **6.5 Incurred costs**

The County is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal.

### **6.6 Ownership of Documents**

Any material submitted by the proposer shall become the property of the County. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract. The County reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether the proposal is selected. Deschutes County reserves the right to implement any idea included in any submitted proposal.

### **6.7 Confidentiality of Information**

6.7.1 The County is subject to the Oregon Public Records Law (ORS Chapter 192), which requires the County to disclose all records generated or received in the transaction of County business, except as expressly exempted in ORS 192.345, 192.355, or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.345 (2)) and computer programs (ORS 192.345(15)). The County will endeavor not to disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.

6.7.2 The entire RFP cannot be marked confidential, nor, shall any pricing be marked confidential.

- 6.7.3 All pages containing the records exempt from disclosure shall be marked “confidential” and segregated in the following manner:
- 6.7.3.1 The cover page of the confidential documents must be **red**, and the header or footer for each page must provide as follows: “Not Subject to Public Disclosure.”
  - 6.7.3.2 It shall be clearly marked in bulk and on each page of the confidential document.
  - 6.7.3.3 It shall be kept separate from the other RFP documents in a separate envelope or package.
  - 6.7.3.4 Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
  - 6.7.3.5 Where such conflict occurs, the Proposer is instructed to respond with the following: “Refer to confidential information enclosed.”
  - 6.7.3.6 This statement shall be inserted in the place where the requested information was to have been placed.
- 6.7.4 Proposers who desire that information be treated as confidential must mark those pages as “confidential,” cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. Should a proposal be submitted as described in this section no portion of it can be held as confidential unless that portion is segregated as described in the criteria in subsection c above.

Notwithstanding the above procedures, the County reserves the right to disclose information that the County determines, in its sole discretion, is not exempt from disclosure or that the County is directed to disclose by the County’s Attorney, the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, the County will notify the Proposer. If the Proposer disagrees with the County’s decision, the County may, but is not required to enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney’s fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision. Where authorized by law, and at its sole discretion.

## **6.8 Selection**

A selected proposer will be the one best able to meet the needs of Deschutes County and COIC, based on the information outlined in this RFP. The determination of the selected proposer will be based on the information supplied by the proposer in response to the RFP, as well as any additional information requested or obtained as part of the final consideration process.

Cost will not be the primary factor in the selection of a vendor. Proposed costs shall be all inclusive of the requested scope, including necessary travel expenses. The County reserves the right to contact vendors on price and scope clarification at any time throughout the selection and negotiation process.

## **7.0 Additional Terms and Conditions**

As more fully described in 6.7 above, as applicable, the County must disclose information relating to the Contract pursuant to Oregon's Open Records Law. Under Oregon ORS 279B.110(3) any and all proposals and correspondence are public records and as such any "Trade Secrets" must be clearly identified as defined in ORS 192.345 & 192.355.

County reserves the right to investigate proposers' background, references, and any other claims made as a result of the proposers' participation in this process.

County is not responsible for costs of proposing if county decides to cancel or re-solicit, any costs incurred are at the proposer's own risk.

County reserves the right to accept or reject any or all proposals and to waive any informalities in proposals. Exceptions and/or conditions may result in the proposals rejection as non responsive.

County reserves the right to cancel the procurement in accordance with applicable statute, including ORS 279B.100.

Protests and requests for clarification must be in writing. Any changes by county will only be reliable if made by formal written addenda and posted to the county's website, subject to the timeline in section 4.1. Protests based on terms, condition, or requirement of proposal documents must be raised by submission deadline or be waived by proposer. Protests procedures are as defined under Oregon ORS 279B.405 and OAR 137-047-0730.

## Exhibit 1: Sample Clinic Utilization Report

### Clinic Utilization Report Deschutes On-Site Clinic

The following reports are reflective of the utilization of the Deschutes On-Site Clinic by the employees, spouses and dependents of Deschutes County.

#### Clinic Provider Encounters and Visits by Type

There were **686** total encounters with 2020 totals of **5,187**. The top visit types are:

Visit Type	7/2020	Total 2020	2020 Projection	Total 2019
BP Check	7	40	69	24
DOT Physical	2	31	53	59
Immunization/Vaccine	10	128	N/A	N/A
Lab Draw – I	48	300	514	513
Lab Draw – O	29	191	327	366
Lab F/U	5	130	223	395
Medication F/U	1	59	101	N/A
Office Visit	166	1,345	2,306	3,334
Physical	9	54	93	146
Physical-Sports	10	27	46	85
Telehealth <b>NEW</b>	144	570	977	N/A
Travel Consult	0	13	22	39
Patient Communication / Results Review (Other)	255	2,299	3,941	4,208
<b>Totals</b>	<b>686</b>	<b>5,187</b>	<b>8,892</b>	<b>11,693</b>

#### Utilization by Patient Type

##### County

	7/2020	2020	2019
Employee	229	1,550	4,310
Spouse	99	645	1,756
Dependent	71	516	1,300
Retiree	3	4	0

##### COIC

	7/2020	2020	2019
Employee	12	108	238
Spouse	4	32	86
Dependent	8	22	37

#### Total Percent Utilization

	7/2020	2020	2019
Employee	57%	58%	58%
Spouse	24%	23%	24%
Dependent	18%	18%	17%
Retiree	1%	1%	1%

#### Visit by Location

	7/2020	2020	2019
In Person Visit	87%	76%	83%
Remote Visit	13%	24%	17%

#### Chronic Conditions – Monthly Trending

**Our goal: *Early detection of potential disease, decrease chronic conditions and health risk while improving health outcomes.***

Condition	7/2020	Total 2020	2020 Projection	Total 2019
Asthma	4	33	57	49
Cholesterol	15	92	158	179
Diabetes	9	63	108	89
Hypertension	32	190	326	370

**Diagnosis List:**

The leading diagnosis presented at the clinic include acute as well as chronic conditions.

Diagnosis	7/2020	Total 2020	2020 Projection	Total 2019
Enc. for admin exam	21	132	226	1,372
Essential Hypertension	41	253	433	451
Hypothyroidism	13	96	165	141
Hyperlipidemia	21	103	177	179
Major Depression	13	61	105	139
Type 2 Diabetes	9	51	87	76
Anxiety Disorder	25	123	211	187

**Capacity/Productivity Report**

Capacity/productivity continues to be impacted in the month of June with the advent of COVID-19. In a concerted and collaborative effort to decrease the potential spread of infection, new office procedures remain in force.

Saturday visits were temporarily cancelled in an effort to maximize provider visits M-F

**Capacity M-F: 87%**

**No Shows**

Patients who do not cancel their appointment and do not arrive within 10 minutes of a scheduled 20 minute appointment or within 20 minutes of a scheduled 40 minute appointment are considered “no show”. In the month of July there were **5.7** hours of lost provider time. There are three (3) patients that have three (3) or more occurrences of “No Show” appointments.

**YTD hours lost hours: 65 (2.7 days)**

The Employee Benefit Advisory Committee (EBAC) recommended the “No Show Policy” that was initiated in January, 2019. No letters have been issued at this time.

**Late Cancellations**

Same Day Cancellations/No Shows are as follows for 2020:

Month	Cancellations	No Shows	Total Time
January	7	15	95 hours
February	7	14	29 hours
March	8	5	16 hours
April	5	4	10 hours
May	5	1	3.3 hours
June	9	3	9 hours
July	6	7	10 hours
August			
September			
October			
November			
December			

**July: Patients Appointment**

Due to the COVID-19 is not being time

**Top Referrals**

The DOC continue to refer patients to the specialist that will best meet their diagnosed needs.

**No Available** advent of the procedures this tracked at this

**by Specialty** providers appropriate

Referral	7/2020	Total 2020	2020 Projection	Total 2019
ORTHO SURG	2	33	57	79
GI	7	40	69	95
DERM	2	19	33	25
ENT	2	21	36	25
SURGERY	0	10	17	25
SLEEP MED	4	16	27	50
PSYCHIATRY	4	16	27	36
PT	5	22	38	new

### **Wellness Overview**

Wellness Visit by Type	7/2020	Total 2020
Chronic Disease Initial	4	6
Chronic Disease F/U	1	9
Wellness Initial	2	19
Wellness F/U	4	51
Classes/Meetings	15	77
Phone Visit/Email	2	25
Total Encounters	28	187

### **Wellness Activity Highlights**

Coordinated IT upgrade and provided training and collaboration to enable provider to provide per diem wellness services remotely.

Currently using Personal Health Assessment results from 2019 as a guide for establishing next year's wellness topics and curriculum. Proposed topics and outline to be discussed and approved at August Wellness Task Force meeting.

### **Goals for 2020**

- Continue to refer and encourage participation with the Wellness Coordinator in conjunction with PacificSource Wellness Plan.
- Ensure client satisfaction through administration of a satisfaction survey and subsequent plan of improvement.
- 2020 Strategic Plan

### **ACCESS TO CARE**

- Increase ease of access for appointments.
  - Improve HRA process to provide increased access to care
    - **HRA was cancelled for 2020**
  - Log all patients not able to be seen daily to determine volume for adding a per diem provider on the one-provider day
    - **On hold due to office procedure changes with COVID-19**
- Enact New Employee Engagement Strategy.
  - All new employees (DC or COIC) are eligible for a \$50 gift card drawing if they make and keep an appointment the first month of their health benefits. The appointment can be with a medical or wellness provider.
    - **On hold due to office procedure changes with COVID-19**
- Ensure positive first contact with clinic staff.
  - Make a positive connection with each person entering the clinic
  - Answer all calls within three rings when at front desk
  - Return messages within **one** hour of receipt
  - Messages: log time, who, issue, who resolved and time resolved

Average return call time

Month	Average Time
January	27
February	32
March	17
April	19
May	32
June	19
July	20
August	
September	
October	
November	
December	

- **Access to Wellness**
  - Improve utilization of Wellness Coordinator
    - Access WC for PHA follow up visits with the goal of 75%
      - **PHA cancelled for 2020**
  - Enhance partnership efforts with supplemental resources
    - Continue collaboration with PacificSource Wellness Plan
  
- **Access to Behavioral Health**
  - Decrease or eliminate barriers to mental health care
    - Provide EAP access and referral for specific mental health, financial or legal assistance
  - Elevate range and visibility of mental and behavioral health
    - Include mental health information in Friday Update and in DOC promotional materials during Mental Health Awareness Month.

# Exhibit 2: 2021 Summary of Benefits

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services


Deschutes County: Standard Plan



The Summary of Benefits and Coverage (SBC) document will help you choose a health [plan](#). The SBC shows you how you and the [plan](#) would share the cost for covered health care services. **NOTE: Information about the cost of this [plan](#) (called the [premium](#)) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, please contact the PacificSource customer service team at 1-888-246-1370. For definitions of common terms, such as [allowed amount](#), [balance billing](#), [coinsurance](#), [copayment](#), [deductible](#), [provider](#), or other underlined terms see the Glossary. You can view the Glossary at [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) or call 1-888-246-1370 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <a href="#">deductible</a> ?	Deschutes County Onsite Clinic <a href="#">provider</a> : \$0   Voyager in-network <a href="#">provider</a> and <a href="#">out-of-network providers</a> : \$500 individual/ \$1,500 family	Generally, you must pay all of the costs from providers up to the <a href="#">deductible</a> amount before this <a href="#">plan</a> begins to pay. If you have other family members on the <a href="#">plan</a> , each family member must meet their own individual <a href="#">deductible</a> until the total amount of <a href="#">deductible</a> expenses paid by all family members meets the overall family <a href="#">deductible</a> .
Are there services covered before you meet your <a href="#">deductible</a> ?	Yes. Deschutes County Onsite Clinic <a href="#">provider</a> : all available services through the clinic. <a href="#">Preventive care</a> , <a href="#">prescription drugs</a> office visits, <a href="#">diagnostic tests</a> , imaging, and vision services are covered before you meet your <a href="#">deductible</a> .	This <a href="#">plan</a> covers some items and services even if you haven't yet met the <a href="#">deductible</a> amount. But a <a href="#">copayment</a> or <a href="#">coinsurance</a> may apply. For example, this <a href="#">plan</a> covers certain <a href="#">preventive services</a> without <a href="#">cost sharing</a> and before you meet your <a href="#">deductible</a> . See a list of covered <a href="#">preventive services</a> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other <a href="#">deductibles</a> for specific services?	No.	You don't have to meet <a href="#">deductibles</a> for specific services.
What is the <a href="#">out-of-pocket limit</a> for this <a href="#">plan</a> ?	Medical: Deschutes County Onsite Clinic <a href="#">provider</a> : \$0   Voyager in-network <a href="#">provider</a> : \$2,000 individual/ \$6,000 family   <a href="#">Out-of-network providers</a> : \$4,000 individual/ \$12,000 family <a href="#">Prescription drugs</a> : \$1,200 individual / \$3,600 family	The <a href="#">out-of-pocket limit</a> is the most you could pay in a year for covered services. If you have other family members in this <a href="#">plan</a> , they have to meet their own <a href="#">out-of-pocket limits</a> until the overall family <a href="#">out-of-pocket limit</a> has been met.
What is not included in the <a href="#">out-of-pocket limit</a> ?	<a href="#">Premiums</a> , <a href="#">balance-billing</a> charges, and health care this <a href="#">plan</a> doesn't cover.	Even though you pay these expenses, they don't count toward the <a href="#">out-of-pocket limit</a> .
Will you pay less if you use a <a href="#">network provider</a> ?	Yes. See <a href="http://providerdirectory.PacificSource.com/?nPPlan">http://providerdirectory.PacificSource.com/?nPPlan</a> or call 1-888-246-1370 for a list of <a href="#">network providers</a> . Please refer to your member id card for the name of your <a href="#">network</a> .	This <a href="#">plan</a> uses a <a href="#">provider network</a> . You will pay less if you use a <a href="#">provider</a> in the <a href="#">plan's network</a> . You will pay the most if you use an <a href="#">out-of-network provider</a> , and you might receive a bill from a <a href="#">provider</a> for the difference between the <a href="#">provider's</a> charge and what your <a href="#">plan</a> pays ( <a href="#">balance billing</a> ). Be aware, your <a href="#">network provider</a> might use an <a href="#">out-of-network provider</a> for some services (such as lab work). Check with your <a href="#">provider</a> before you get services.
Do you need a <a href="#">referral</a> to see a <a href="#">specialist</a> ?	No.	You can see the <a href="#">specialist</a> you choose without a <a href="#">referral</a> .



 All [copayment](#) and [coinsurance](#) costs shown in this chart are after your [deductible](#) has been met, if a [deductible](#) applies.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Deschutes County Onsite Clinic Provider (You will pay the least)	Voyager In-network Provider	Out-of-network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	No charge, <a href="#">deductible</a> does not apply	\$25 <a href="#">copayment</a> , <a href="#">deductible</a> does not apply	\$25 <a href="#">copayment</a> plus 20% <a href="#">coinsurance</a> , <a href="#">deductible</a> does not apply	None
	<a href="#">Specialist</a> visit				
	<a href="#">Preventive care/screening/immunization</a>	No charge, <a href="#">deductible</a> does not apply		20% <a href="#">coinsurance</a> , <a href="#">deductible</a> does not apply	
If you have a test	<a href="#">Diagnostic test</a> (x-ray, blood work)	No charge, <a href="#">deductible</a> does not apply	20% <a href="#">coinsurance</a> , <a href="#">deductible</a> does not apply	40% <a href="#">coinsurance</a> , <a href="#">deductible</a> does not apply	None
	Imaging (CT/PET scans, MRIs)	Not available			<a href="#">Preauthorization</a> is required.
If you need drugs to treat your illness or condition  More information about <a href="#">prescription drug coverage</a> is available at Deschutes County Onsite	Generic drugs	Deschutes County Onsite Clinic: 30 day supply: \$2 <a href="#">copayment</a> , <a href="#">deductible</a> does not apply. 90 day supply: \$4 <a href="#">copayment</a> , <a href="#">deductible</a> does not apply	Northwest Pharmacy Services: 34 day supply: \$20 <a href="#">copayment</a> , <a href="#">deductible</a> does not apply. Kelly-Ross Union Center Pharmacy Mail: 100 day supply: \$40 <a href="#">copayment</a> , <a href="#">deductible</a> does not apply	50% <a href="#">coinsurance</a> , <a href="#">deductible</a> does not apply	Out-of-network is limited to a 34 day supply at retail.  <a href="#">Preauthorization</a> is required for certain drugs.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Deschutes County Onsite Clinic Provider (You will pay the least)	Voyager In-network Provider	Out-of-network Provider (You will pay the most)	
<p>Clinic: (541) 385-1071.  <a href="http://www.deschutes.org/benefits/page/doc-pharmacy">http://www.deschutes.org/benefits/page/doc-pharmacy</a></p> <p>Northwest Pharmacy Services: (800) 998-2611.</p> <p>Kelley-Ross Union Center Pharmacy: (800) 441-9174.  <a href="http://www.kelley-ross.com/union-center">www.kelley-ross.com/union-center</a></p>	Formulary drugs	<p>Deschutes County Onsite Clinic:  30 day supply: \$20 <a href="#">copayment</a>, <a href="#">deductible</a> does not apply  90 day supply: \$40 <a href="#">copayment</a>, <a href="#">deductible</a> does not apply</p>	<p>Northwest Pharmacy Services:  34 day supply: Greater of 20% <a href="#">coinsurance</a> or \$50 <a href="#">copayment</a> up to a maximum of \$100, <a href="#">deductible</a> does not apply.</p> <p>Kelley-Ross Union Center Pharmacy Mail:  100 day supply: Greater of 20% <a href="#">coinsurance</a> or \$100 <a href="#">copayment</a> up to a maximum of \$200, <a href="#">deductible</a> does not apply.</p>	<p>50% <a href="#">coinsurance</a>, <a href="#">deductible</a> does not apply</p>	<p>Out-of-network is limited to a 34 day supply at retail.</p> <p><a href="#">Preauthorization</a> is required for certain drugs.</p>
	Non-formulary drugs	<p>Deschutes County Onsite Clinic:  30 day supply: \$40 <a href="#">copayment</a>, <a href="#">deductible</a> does not apply  90 day supply: \$80 <a href="#">copayment</a>, <a href="#">deductible</a> does not apply</p>	<p>Northwest Pharmacy Services:  34 day supply: Greater of 20% <a href="#">coinsurance</a> or \$75 <a href="#">copayment</a> up to a maximum of \$125, <a href="#">deductible</a> does not apply.</p>	<p>50% <a href="#">coinsurance</a>, <a href="#">deductible</a> does not apply</p>	<p>Out-of-network is limited to a 34 day supply at retail.</p> <p><a href="#">Preauthorization</a> is required for certain drugs.</p>

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Deschutes County Onsite Clinic Provider (You will pay the least)	Voyager In-network Provider	Out-of-network Provider (You will pay the most)	
			Kelly-Ross Union Center Pharmacy Mail: 100 day supply: Greater of 20% <a href="#">coinsurance</a> or \$150 <a href="#">copayment</a> up to a maximum of \$300, <a href="#">deductible</a> does not apply.		
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Not available	20% <a href="#">coinsurance</a>	40% <a href="#">coinsurance</a>	None
	Physician/surgeon fees				
If you need immediate medical attention	<a href="#">Emergency room care</a>	Not available	\$100 <a href="#">copayment</a> /admit, 20% <a href="#">coinsurance</a>		<a href="#">Copay</a> waived if admitted. Non-emergency care is not covered in the emergency room. Limited to nearest facility able to treat condition. Air covered if ground medically or physically inappropriate.
	<a href="#">Emergency medical transportation</a>		20% <a href="#">coinsurance</a>		
	<a href="#">Urgent care</a>		Not available	20% <a href="#">coinsurance</a>	
If you have a hospital stay	Facility fee (e.g., hospital room)	Not available	\$100 <a href="#">copayment</a> /admit, 20% <a href="#">coinsurance</a>	\$100 <a href="#">copayment</a> /admit, 40% <a href="#">coinsurance</a>	Limited to semi-private room unless intensive or coronary care units, <a href="#">medically necessary</a> isolation, or hospital only has private rooms. <a href="#">Preauthorization</a> is required for some inpatient services.
	Physician/surgeon fees	Not available	20% <a href="#">coinsurance</a>	40% <a href="#">coinsurance</a>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No charge, <a href="#">deductible</a> does not apply	\$25 <a href="#">copayment</a> , <a href="#">deductible</a> does not apply	\$25 <a href="#">copayment</a> plus 20% <a href="#">coinsurance</a> , <a href="#">deductible</a> does not apply	None
	Inpatient services	Not available	20% <a href="#">coinsurance</a>	40% <a href="#">coinsurance</a>	<a href="#">Preauthorization</a> is required for some inpatient services.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Deschutes County Onsite Clinic Provider (You will pay the least)	Voyager In-network Provider	Out-of-network Provider (You will pay the most)	
If you are pregnant	Office visits	Not available	12% <a href="#">coinsurance</a> , <a href="#">deductible</a> does not apply	40% <a href="#">coinsurance</a>	<p><a href="#">Cost sharing</a> does not apply to certain <a href="#">preventive services</a>. Practitioner delivery and hospital visits are covered under prenatal and postnatal care. Facility is covered the same as any other hospital services. Elective abortions are excluded, except in cases of rape, incest, or to save the life of the mother.</p>
	Childbirth/delivery professional services				
	Childbirth/delivery facility services		20% <a href="#">coinsurance</a>		
If you need help recovering or have other special health needs	<a href="#">Home health care</a>	Not available	20% <a href="#">coinsurance</a>	40% <a href="#">coinsurance</a>	Limited to 180 visits/calendar year. No coverage for private duty nursing or custodial care.
	<a href="#">Rehabilitation services</a>				Inpatient: <a href="#">Preauthorization</a> is required. Covered up to 30 days/year, unless <a href="#">medically necessary</a> to treat a mental health diagnosis. Outpatient: Covered up to 30 visits/year, unless <a href="#">medically necessary</a> to treat a mental health diagnosis. Up to 30 additional visits will be allowed for head and spinal injury, cardiovascular accident, stroke, or major injury. No coverage for recreation therapy.
	<a href="#">Habilitation services</a>				Inpatient: <a href="#">Preauthorization</a> is required. Covered up to 30 days/year, unless <a href="#">medically necessary</a> to treat a mental health diagnosis. Outpatient: Covered up to 30 visits/year, unless <a href="#">medically necessary</a> to treat a mental health diagnosis. Up to 30 additional visits will be allowed for head and spinal injury, cardiovascular accident, stroke, or major injury. No coverage for recreation therapy.
	<a href="#">Skilled nursing care</a>				No coverage for custodial care.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Deschutes County Onsite Clinic Provider (You will pay the least)	Voyager In-network Provider	Out-of-network Provider (You will pay the most)	
	<a href="#">Durable medical equipment</a>	Not available	20% <a href="#">coinsurance</a>	40% <a href="#">coinsurance</a>	Limited to: one pair/year for glasses or contact lenses; one breast pump/pregnancy; \$150/year for wig for chemotherapy or radiation therapy. <a href="#">Preauthorization</a> is required if equipment is over \$1,000 and for power-assisted wheelchairs.
	<a href="#">Hospice services</a>				No coverage for private duty nursing.
If your child needs dental or eye care	Children's eye exam	Not available	No charge, <a href="#">deductible</a> does not apply		For age 18 or younger, one routine eye exam/year, includes contact fitting if applicable.
	Children's glasses		No charge, <a href="#">deductible</a> does not apply up to \$250.		Combined in-network and out-of-network: For age 18 or younger, includes glasses (frames and lenses) and/or contact lenses. Once the \$250 maximum is reached, member <a href="#">cost sharing</a> will apply, <a href="#">deductible</a> then 20% <a href="#">coinsurance</a> . Additional coatings not covered.
	Children's dental check-up	Not covered			

**Excluded Services & Other Covered Services:**

Services Your <a href="#">plan</a> Generally Does NOT Cover (Check your policy or <a href="#">plan</a> document for more information and a list of any other <a href="#">excluded services</a> .)		
<ul style="list-style-type: none"> <li>Abortion (except in cases of rape, incest, or to save the life of the mother)</li> <li>Bariatric surgery</li> <li>Cosmetic surgery (except in certain situations)</li> </ul>	<ul style="list-style-type: none"> <li>Custodial care</li> <li>Dental care (Adult)</li> <li>Dental check-up (Child)</li> <li>Infertility treatment</li> </ul>	<ul style="list-style-type: none"> <li>Long-term care Non-emergency care when traveling outside the U.S.</li> <li>Private-duty nursing</li> <li>Routine foot care, other than with diabetes mellitus</li> </ul>
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <a href="#">plan</a> document.)		
<ul style="list-style-type: none"> <li>Acupuncture</li> <li>Chiropractic care</li> </ul>	<ul style="list-style-type: none"> <li>Hearing aids</li> </ul>	<ul style="list-style-type: none"> <li>Routine eye care (Adult)</li> <li>Weight loss programs</li> </ul>

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov). Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance [Marketplace](#). For more information about the [Marketplace](#), visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: The PacificSource Customer Service team at 1-888-246-1370 or the Division of Financial Regulation at 1-888-877-4894 or at <http://dfr.oregon.gov>.

**Does this [plan](#) provide Minimum Essential Coverage? Yes.**

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

**Does this [plan](#) meet Minimum Value Standards? Yes.**

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

**Language Access Services:**

Spanish (Español): Para obtener asistencia en Español, llame al 1-866-281-1464.

To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.

## About these Coverage Examples:



**This is not a cost estimator.** Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

### Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <a href="#">plan's</a> overall <a href="#">deductible</a>	\$500
■ <a href="#">Specialist cost sharing</a>	No <a href="#">cost sharing</a>
■ <a href="#">Hospital (facility) coinsurance</a>	20%
■ Other <a href="#">coinsurance</a>	12%

This EXAMPLE event includes services like:

[Specialist](#) office visits (*prenatal care*)  
 Childbirth/Delivery Professional Services  
 Childbirth/Delivery Facility Services  
[Diagnostic tests](#) (*ultrasounds and blood work*)  
[Specialist](#) visit (*anesthesia*)

<b>Total Example Cost</b>	<b>\$12,700</b>
---------------------------	-----------------

In this example, Peg would pay:

Cost Sharing	
<a href="#">Deductibles</a>	\$500
<a href="#">Copayments</a>	\$0
<a href="#">Coinsurance</a>	\$1,500
What isn't covered	
Limits or exclusions	\$60
<b>The total Peg would pay is</b>	<b>\$2,060</b>

### Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The <a href="#">plan's</a> overall <a href="#">deductible</a>	\$500
■ <a href="#">Specialist cost sharing</a>	No <a href="#">cost sharing</a>
■ <a href="#">Hospital (facility) coinsurance</a>	20%
■ Other <a href="#">copayment</a>	\$20

This EXAMPLE event includes services like:

[Primary care physician](#) office visits (*including disease education*)  
[Diagnostic tests](#) (*blood work*)  
[Prescription drugs](#)  
[Durable medical equipment](#) (*glucose meter*)

<b>Total Example Cost</b>	<b>\$5,600</b>
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In this example, Joe would pay:

Cost Sharing	
<a href="#">Deductibles</a>	\$500
<a href="#">Copayments</a>	\$300
<a href="#">Coinsurance</a>	\$60
What isn't covered	
Limits or exclusions	\$20
<b>The total Joe would pay is</b>	<b>\$880</b>

### Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The <a href="#">plan's</a> overall <a href="#">deductible</a>	\$500
■ <a href="#">Specialist cost sharing</a>	No <a href="#">cost sharing</a>
■ <a href="#">Hospital (facility) coinsurance</a>	20%
■ Other <a href="#">copayment</a>	\$100

This EXAMPLE event includes services like:

[Emergency room care](#) (*including medical supplies*)  
[Diagnostic test](#) (*x-ray*)  
[Durable medical equipment](#) (*crutches*)  
[Rehabilitation services](#) (*physical therapy*)

<b>Total Example Cost</b>	<b>\$2,800</b>
---------------------------	----------------

In this example, Mia would pay:

Cost Sharing	
<a href="#">Deductibles</a>	\$500
<a href="#">Copayments</a>	\$100
<a href="#">Coinsurance</a>	\$300
What isn't covered	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$900</b>

## **Attachment A: Operational Questionnaire**

1. Is there content in the generic service contract (Attachment D) to which your organization objects?
2. Does your organization have a license to conduct business and operate a medical clinic and/or pharmacy in the state of Oregon? Explain.
3. What age limitations, if any, does your organization have for treatment of patients?
4. What limitations, if any does your organization have in regard to prescribing medications (i.e. narcotics, birth control)?
5. How many onsite clinics and/or pharmacies does your organization operate?
6. List all onsite clinics and/or pharmacies your organization operates in Oregon.
7. List all onsite clinics and/or pharmacies your organization operates for public sector clients.
8. List all onsite clinics and/or pharmacies your organization operates that are open at least 40 hours per week.
9. List all onsite clinics your organization operates staffing both a medical doctor and mid-level provider (nurse practitioner or physician's assistant).
10. List all onsite clinics and/or pharmacies appearing in lists 7, 8 and 9. For each indicate the length of time your organization has operated the clinic.
11. Describe your organization's experience operating an onsite clinic in conjunction with an onsite pharmacy.
12. How will day to day clinic and/or pharmacy oversight be handled? By whom?
13. What are the hours and days of availability by your account manager to Deschutes County?
14. What are the hours and days of availability by your information technology to clinic staff, and what is the standard response time?
15. Are there additional costs associated with ad hoc reporting? Please explain.
16. What medical records software does your organization use?
17. Can your providers e-prescribe?
18. Are there any lab procedures that cannot be taken at the clinic?
19. What is your organization's process for investigating a provider's possible medical errors?



**ATTACHMENT B: Pricing Form**

**Provide separate forms for Clinic and Pharmacy Proposals**

**One-Time Set-up Expenses**

- Equipment and Furniture Requirements – Attach an itemized list of all necessary equipment and furniture with associated costs. This list should include item name and/or description, item cost, quantity of each item and total cost for each item.

**A. Total Cost for all Equipment and Furniture \_\_\_\_\_**

- Initial Purchase of Supplies – Attach a list of supplies to be purchased previous to transition of the clinic and/or pharmacy. This may be an itemized list, including the item name and/or description, item cost, quantity of each item and total cost for each item. Alternatively, an estimated list, providing a list of supplies by type with approximate item costs, quantities and total cost per supply type. For an estimated list, a maximum total cost for initial purchase of supplies must be provided.

**B. Total Cost for Initial Purchase of Supplies \_\_\_\_\_**

- Other Initial Costs – Attach an itemized list of all other initial costs proposed here.

**C. Total Cost for Other Initial Costs \_\_\_\_\_**

**Reoccurring Expenses**

- Administrative Fee – Any fee(s) charged to operate the clinic and/or pharmacy and provide associated services. Explain the process used to establish this fee(s) and the frequency of the proposed fee(s).

**D. Total Administrative Fee \_\_\_\_\_ per \_\_\_\_\_**

- Staff Salaries – List all positions, number of employees per position (or FTE), employee cost per hour, total hours per month for the position and total monthly employee cost for the position in the chart below.

Position	# Employees	Cost/Hr	Hrs/Mo	Salary/Mo

**E. Total Monthly Salary Expense \_\_\_\_\_**

- Ongoing Supplies – Provide an estimated monthly expense for supplies and details for those associated supplies.

**F. Total Monthly Supply Expense \_\_\_\_\_**

**Additional Expenses**

- Additional Expenses – Provide a list of all additional expenses or fees that Deschutes County will be required to pay in addition to those listed for items above. This list should include the item, a description, cost and the frequency of the expense.

Item	Description	Expense Cost	Expense Frequency

**G1. Total Additional Reoccurring Expenses \_\_\_\_\_**

**G2. Total Additional One-Time Expenses \_\_\_\_\_**

- Pricing for Optional Services – Attach a list of any optional services Deschutes County may elect to provide for an additional fee. This list should include the name of the service, cost and the frequency of the fee associated with the service.

**Total Expenses**

**Total One-Time Set-up Expenses (A + B + C + G2) = \_\_\_\_\_**

**Total Recurring Expenses (D + E + F + G1) = \_\_\_\_\_**

- Explain any proposed estimated cost increases per year, or annual cost escalators. This should include the proposed method for the cost increase, the name of the service impacted, and the frequency of the increase.

**H. Total annual cost increase or escalator \_\_\_\_\_**

- For proposals including both clinic services and pharmacy services, explain any proposed savings by combining the services under one proposer.

**I. Total annual savings for using same proposer for Clinical and Pharmacy Services \_\_\_\_\_**

## ATTACHMENT C: Lab Cost Worksheet

1. Provide the cost Deschutes County would pay for any of the following lab procedures:

CPT Code	Lab Description	Cost
80047	Basic Metabolic Panel (BMP)	
87491	Chlamydia/GC, DNA Probe	
85027	Complete Blood Count (CBC)	
85025	Complete Blood Count with Differential (CBC w/diff)	
80053	Comprehensive Metabolic Panel (CMP)	
87426	COVID	
86140	C-Reactive Protein (CRP)	
85652	Erythro Sedimentation Rate (ESR)	
82670	Estradiol	
82728	Ferritin	
83037	Hemoglobin A1C (HbA1c)	
86689	HIV Screen	
83540	Iron Deficiency Panel	
80061	Lipid Panel	
82043	Microalbumin	
84153	Prostate Specific Antigen (PSA)	
86376	Thyroid Peroxidase Antibody (TPO)	
84443	Thyroid Stimulating Hormone (TSH)	
84439	Thyroxine (T4 Free)	
84403	Total Testosterone	
84481	Triiodothyronine (T3 Free)	
84480	Triiodothyronine (T3 Total)	
87086	Urine Culture	
82746	Vitamin B12	
82306	Vitamin D-25	

## ATTACHMENT D: Prescription Pricing Form

Provide the price for each of the prescriptions listed below. The pricing must be a percentage reduction against the Average Wholesale Price (AWP) for a 30-day prescription. Any drugs not available should be indicated with "NA." Illustrate manufacturer rebates which will be guaranteed to the County.

Prescription/Dose	Rx Price (% Less AWP)	Dispensing Fee
ALBUTEROL HFA INH (200 PU		
ALOGLIPTIN 25MG TABLETS		
AMLODIPINE BESYLATE 10MG		
AMLODIPINE BESYLATE 5MG T		
AMOXICILLIN 500MG CAPSULE		
ATORVASTATIN 10MG TABLETS		
ATORVASTATIN 20MG TABLETS		
ATORVASTATIN 40MG TABLETS		
AVONEX 30MCG PEN KIT (4 P		
BREO ELLIPTA 200-25MCG OR		
BUPROPION XL 150MG TABLET		
BUPROPION XL 300MG TABLET		
BYDUREON BCISE 2MG/0.85ML		
CEPHALEXIN 500MG CAPSULES		
CIMZIA 200MG/ML PRF SYR K		
CYCLOBENZAPRINE 10MG TABL		
D-AMPHETAMINE SALT COMBO		
DESCOVY 200MG/25MG TABLET		
DEXCOM G6 SENSOR (3 PACK)		
DICLOFENAC 1% GEL 100GM		
DUPIXENT 300/2ML INJ, PRE		
ELIQUIS 5MG TABLETS		
EMGALITY 120MG/ML AUTO IN		
ENBREL 50MG/ML INJ (4 SYR		
ENBREL SURECLICK 50MG/ML(		
EPCLUSA TABLETS		
ESCITALOPRAM 20MG TABLETS		
FLUCONAZOLE 150MG TABLETS		
FLUOXETINE 20MG CAPSULES		
FLUTICASONE 50MCG NASAL S		
FLUZONE PFS 2020-21 INJ 0		
FORTEO 600MCG PEN(20MCG/D		
FREESTYLE LIBRE 14DAY SEN		
GABAPENTIN 300MG CAPSULES		
GLATOPA 40MG/ML PF SYR, 1		
HUMALOG INSULIN (VL-7510)		
HUMIRA 40MG/0.4ML KIT (2		
HUMIRA 40MG/0.8ML KIT (2		
HUMIRA PEN 40MG/0.4ML KIT		

Prescription/Dose	Rx Price (% Less AWP)	Dispensing Fee
HUMIRA PEN 40MG/0.8ML KIT		
HYDROCHLOROTHIAZIDE 25MG		
HYDROCODONE/ACETAMINOPHEN		
ICATIBANT 30MG/3ML INJ, 3		
INSULIN ASPART 100/ML INJ		
INSULIN ASPART FLEXPEN IN		
INSULIN LISPRO 100U/ML VI		
INVOKANA 300MG TABLETS		
JARDIANCE 25MG TABLETS		
LANTUS U-100 INSULIN 10ML		
LEVALBUTEROL HFA INH (200		
LEVOTHYROXINE 0.05MG (50M		
LEVOTHYROXINE 0.075MG (75		
LEVOTHYROXINE 0.100MG (10		
LISINOPRIL 10MG TABLETS		
LISINOPRIL 20MG TABLETS		
LORAZEPAM 0.5MG TABLETS		
LORAZEPAM 1MG TABLETS		
LOSARTAN 100MG TABLETS		
MELOXICAM 15MG TABLETS		
METFORMIN 500MG TABLETS		
METHOCARBAMOL 500MG TABLE		
METOPROLOL ER SUCCINATE 2		
MONTELUKAST 10MG TABLETS		
NOVOLOG U-100 INSULIN VL1		
OMEPRAZOLE 20MG CAPSULES		
ONE TOUCH ULTRA BLUE TEST		
OXYCODONE HYDROCHLORIDE		
OZEMPIC 0.25 OR 0.5MG/DOS		
PANTOPRAZOLE 40MG TABLETS		
REXULTI 0.5MG TABLETS		
SERTRALINE 100MG TABLETS		
SERTRALINE 50MG TABLETS		
SHINGRIX 50MCG INJ(IM)SNG		
SIMPONI 50MG/0.5ML SMTJT		
SUDOGEST 12 HOUR 120MG ER		
SUMATRIPTAN 100MG TABLETS		
TAMSULOSIN 0.4MG CAPSULES		
TOUJEO SOLOSTAR 300U/ML P		
TRAZODONE 50MG TABLETS		
TRULICITY 1.5MG/0.5ML SDP		
TRULICITY 1.5MG/0.5ML SIN		
VALACYCLOVIR 1GM TABLETS		
VALACYCLOVIR 500MG TABLET		
VICTOZA 18MG/3ML INJ PEN		

Prescription/Dose	Rx Price (% Less AWP)	Dispensing Fee
VRAYLAR 3MG CAPSULES		
VYVANSE 30MG CAPSULES		
VYVANSE 60MG CAPSULES		
VYVANSE 70MG CAPSULES		
WIXELA INHUB DISKUS 250/5		
XARELTO 20MG TABLETS		
XELJANZ XR 11MG TABLETS		
ZOLPIDEM 10MG TABLETS		
ZORTRESS 0.5MG TABLETS		
ZYFLO 600MG TABLETS		

**ATTACHMENT E: Standard Deschutes County Service Contract**

**DESCHUTES COUNTY SERVICES CONTRACT  
CONTRACT NO. 20\_\_-**

This Contract is between DESCHUTES COUNTY, a political subdivision, acting by and through the \_\_\_\_\_ Department (County) and \_\_\_\_\_ (Contractor). The parties agree as follows:

**Effective Date and Termination Date.** The effective date of this Contract shall be \_\_\_\_\_ or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on \_\_\_\_\_, \_\_\_\_\_, whichever date occurs last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

**Statement of Work.** Contractor shall perform the work described in Exhibit 1.

**Payment for Work.** County agrees to pay Contractor in accordance with Exhibit 1.

**Contract Documents.** This Contract includes Page 1-9 and Exhibits 1, 2, 3, 4, 5 and 6.

**CONTRACTOR DATA AND SIGNATURE**

Contractor Address:

Federal Tax ID# or Social Security #: \_\_\_\_\_

Is Contractor a nonresident alien?  Yes  No

Business Designation (check one):  Sole Proprietorship  Partnership  
 Corporation-for profit  Corporation-non-profit  Other, describe

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. **NOTE:**

**Contractor shall also sign Exhibits 3 and 4 and, if applicable, Exhibit 6.**

\_\_\_\_\_  
Signature Title  
\_\_\_\_\_  
Name (please print) Date

**DESCHUTES COUNTY SIGNATURE**

Contracts with a maximum consideration of not greater than \$25,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$25,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_ Dated this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_

DESCHUTES COUNTY DIRECTOR OF \_\_\_\_\_ ANTHONY DeBONE, Chair, County Commissioner

\_\_\_\_\_  
PHIL CHANG, Vice Chair, County Commissioner

\_\_\_\_\_  
PATTI ADAIR, County Commissioner

## STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
  - a. Payments shall be made to Contractor following County's review and approval of billings and deliverables submitted by Contractor.
  - b. All Contractor billings are subject to the maximum compensation amount of this contract.
  - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
    - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
    - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
  - d. This Contract shall not be amended after the expiration date.
  - e. Unless otherwise specifically provided in Exhibit 5, Contractor shall submit monthly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
  - f. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
  - g. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.
3. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
  - a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
  - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
  - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
  - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
  - e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.
4. **No Third Party Beneficiaries.**
  - a. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
  - b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
5. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
6. **Early Termination.** This Contract may be terminated as follows:
  - a. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
  - b. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.



- c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
  - 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
  - 2) This Contract may be modified to accommodate the change in available funds.
  - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
  - 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
  - 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
  - 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
  - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
  - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
- e. County Default or Breach.
  - 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
  - 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

**7. Payment on Early Termination.** Upon termination pursuant to paragraph 6, payment shall be made as follows:

- a. If terminated under subparagraphs 6 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- b. If this Contract is terminated under subparagraph 6 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- c. If terminated under subparagraph 6 e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
  - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and
  - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
  - 3) Subject to the limitations under paragraph 8 of this Contract.

**8. Remedies.** In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs 6 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
  - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.

- 2) Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- b. If terminated under subparagraph 6 d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
  - 1) Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
  - 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- c. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- d. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- f. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

**9. Contractor's Tender upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- a. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- b. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

**10. Work Standard.**

- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- b. For goods and services to be provided under this contract, Contractor agrees to:
  - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
  - 2) comply with all applicable legal requirements;
  - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
  - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

**11. Drugs and Alcohol.** Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.

**12. Insurance.** Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.

**13. Expense Reimbursement.** If the consideration under this Contract provides for the reimbursement of Contractor for expenses, in addition to Exhibit 5, Exhibit 1 shall state that Contractor is or is not entitled to reimbursement for such expenses.

- a. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the

performance of this contract.

- b. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.
- c. The cost of any subcontracted work approved in this Contract shall not be marked up.
- d. Contractor shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
- e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5," attached hereto and by reference incorporated herein.

**14. Criminal Background Investigations.** Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.

**15. Confidentiality.** Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- a. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- b. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- c. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
- d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
- f. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- h. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract.

**16. Reports.** Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

**17. Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract.

- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
  - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
  - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
- b. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
  - 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.

- 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.
- 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.

**18. Ownership of Work.** All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.

- a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- c. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- e. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
- f. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- g. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
- h. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.

**19. County Code Provisions.** Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: <https://weblink.deschutes.org/public/DocView.aspx?id=78735&searchid=818e81ed-6663-4f5b-9782-9b5523b345fc>.

**20. Partnership.** County is not, by virtue of this contract, a partner or joint venturer with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

**21. Indemnity and Hold Harmless.**

- a. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's

legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County without the approval of the County's legal counsel.

- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.

**22. Waiver.**

- a. County's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

**23. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- b. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

**24. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.

**25. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

**26. Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:

\*

Fax No.

To County:

Tom Anderson  
County Administrator  
1300 NW Wall Street, Suite 200  
Bend, Oregon 97701  
Fax No. 541-385-3202

**27. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties.

- a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

- b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

**28. Identity Theft Protection.** Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

**29. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.

**30. Representations and Warranties.**

- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
  - 1) Contractor has the power and authority to enter into and perform this Contract;
  - 2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
  - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
  - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
  - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
  - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
- b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

**31. Representation and Covenant.**

- a. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- b. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this contract.
- c. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the contract or during the term of the contract is and will be deemed a default for which Deschutes County may terminate the contract and seek damages and/or other relief available under the terms of the contract or under applicable law.

EXHIBIT 1

DESCHUTES COUNTY SERVICES CONTRACT

Contract No. 20\_\_-

STATEMENT OF WORK, COMPENSATION

PAYMENT TERMS and SCHEDULE

1. Contractor shall perform the following work:

- a.
- b.

2. **County Services.** County shall provide Contractor, at county's expense, with material and services described as follows:

- a.
- b.

3. **Consideration.**

- a. County shall pay Contractor on a fee-for-service basis at the rate of \_\_\_\_\_.
- b. Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit 5  
 YES    NO [Check one]

4. **The maximum compensation.**

- a. The maximum compensation under this contract, including allowable expenses, is \$\_\_\_\_\_.
- b. Contractor shall not submit invoices for, and County shall not pay for any amount in excess of the maximum compensation amount set forth above.
  - 1) If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before contractor performs work subject to the amendment.
  - 2) Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

5. **Schedule of Performance or Delivery.**

- a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the following schedule:
- b. County will only pay for completed work that conforms to this schedule.

**EXHIBIT 2  
DESCHUTES COUNTY SERVICES CONTRACT  
Contract No. 20\_\_-**

**INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor’s expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a “claims made” basis must be approved and authorized by Deschutes County.

Contractor Name \_\_\_\_\_

**Workers Compensation insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers’ compensation coverage for all subject workers, or provide certification of exempt status. Worker’s Compensation Insurance to cover claims made under Worker’s Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer’s Liability coverage all at the statutory limits. . In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured’s right of subrogation against County.**

**Professional Liability** insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as “tail coverage” for claims made within two years after the contract work is completed.

Required by County                       Not required by County (one box must be checked)

**Commercial General Liability** insurance with a combined single limit of not less than:

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys’ fees, incurred or arising out of the defense of such action.



The policy shall be endorsed to name **Deschutes County, its officers, agents, employees and volunteers as an additional insured**. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Required by County                       Not required by County      (One box must be checked)

**Automobile Liability** insurance with a combined single limit of not less than:

Per Occurrence

- \$500,000
- \$1,000,000
- \$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by County                       Not required by County      (one box must be checked)

**Additional Requirements.** Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County.

Risk Management review

Date

\_\_\_\_\_

\_\_\_\_\_

DESCHUTES COUNTY SERVICES CONTRACT

Contract No. 20\_\_ -

**CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR**

NOTE: Contractor Shall Complete A or B in addition to C below:

**A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.**

<b>I certify under penalty of perjury that Contractor is a [check one]:</b>		
<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership authorized to do business in the State of Oregon.
_____	_____	_____
Signature	Title	Date

**B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.**

<b>Contractor certifies under penalty of perjury that the following statements are true:</b>	
1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), <b><u>and</u></b>	
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, <b><u>and</u></b>	
3. All of the statements checked below are true.	
<b>NOTE: Check all that apply. <u>You shall check at least three (3)</u> - to establish that you are an Independent Contractor.</b>	
___ A.	The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.
___ B.	I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.
___ C.	I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.
___ D.	I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.
___ E.	Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
_____	_____
Contractor Signature	Date

**C. Representation and Warranties.**

**Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:**

1. Contractor has the power and authority to enter into and perform this contract;
2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

**EXHIBIT 4**

**DESCHUTES COUNTY SERVICES CONTRACT**

**Contract No. 20\_\_ -**

**Workers' Compensation Exemption Certificate**

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (*check the appropriate box*):

**SOLE PROPRIETOR**

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

**CORPORATION - FOR PROFIT**

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

**CORPORATION - NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

**PARTNERSHIP**

- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

**LIMITED LIABILITY COMPANY**

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

\*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

\*\*NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

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

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Contractor Title

\_\_\_\_\_  
Date

EXHIBIT 5

DESCHUTES COUNTY SERVICES CONTRACT

Contract No. 20\_\_ - \_\_\_\_

Expense Reimbursement

**1. Travel and Other Expenses.** (When travel and other expenses are reimbursed.)

- a. It is the policy of the County that all travel shall be allowed only when the travel is essential to the normal discharge of the County responsibilities.
  - 1) All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
  - 2) Travel expenses shall be reimbursed for official County business only.
  - 3) County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County per Deschutes County Finance Policy F-1, "REIMBURSEMENT FOR MISCELLANEOUS EXPENSES AND EXPENSES INCURRED WHILE TRAVELING ON COUNTY BUSINESS," dated 11/8/06.
  - 4) County may approve a form other than the County Employee Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
  - 5) Personal expenses shall not be authorized at any time.
  - 6) All expenses are included in the total maximum contract amount.
- b. Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit 1, paragraph 3 of this contract.
- c. The current approved rates for reimbursement of travel expenses are set forth in the above described policy.
- d. County shall not reimburse for any expenses related to alcohol consumption or entertainment.
- e. Except where noted, detailed receipts for all expenses shall be provided.
- f. Charge slips for gross amounts are not acceptable.
- g. County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.

**2. Approved reimbursements:**

- a. Mileage. Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
  - 1) Reimbursement for mileage shall be equal to but not exceed those set by the United States General Services Administration ("GSA") and are subject to change accordingly.
  - 2) To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
  - 3) No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
- b. Meals.
  - 1) Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this contract.
  - 2) For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies:
    - a) Breakfast, \$10;
    - b) Lunch, \$12;
    - c) Dinner, \$22.
  - 3) Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
    - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor's regular workday (i.e. 8:00 a.m.).
    - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
    - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).

- 4) Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this contract and shall not exceed those set by the GSA. and are subject to change accordingly.
  - c. Lodging.
    - 1) County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.
    - 2) Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.
  - d County shall not reimburse Contractor in excess of the lowest fair for any airline ticket or vehicle rental charges.
3. **Exceptions.** Contractor shall obtain separate written approval of the County Administrator for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

**Exhibit 6**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 20\_\_-**

Compliance with provisions, requirements of funding source and  
**Federal and State laws, statutes, rules, regulations, executive orders and policies.**

*Conflicts of Interest*

**Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:**

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - a. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
    - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
    - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
    - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
  - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
  - c. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
  - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
  - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.
3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date