

Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12th Floor, Oakland, CA 94612-4305



Gregory J. Ahern, Sheriff

Director of Emergency Services
Coroner - Marshal

January 28, 2016

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

Dear Board Members:

SUBJECT: AUTHORIZE ISSUANCE OF THE REQUEST FOR PROPOSAL FOR
COMPREHENSIVE MEDICAL CARE FOR SERVICES FOR INMATES

RECOMMENDATION:

Authorize the Director of the General Services Agency to advertise and issue a Request for Proposal for Comprehensive Medical Care Services on or before February 2, 2016, for the inmates at correctional facilities managed by the Alameda County Sheriff's Office.

DISCUSSION/SUMMARY:

On November 3, 2015, the General Services Agency received a request for contract from the Alameda County Sheriff's Office (ACSO) to solicit proposals from qualified vendors capable of performing comprehensive medical care services valued at \$100,000,000 for a three-year term.

The current contract with Corizon Health Systems covers the comprehensive inmate medical care to the County's inmate population at the Santa Rita Jail and Glenn E. Dyer detention facilities. The cost for providing these services for the initial contract period was \$86,644,623 for the term of July 1, 2008, through June 30, 2011. Seven amendments were subsequently approved. The current agreement expires on June 30, 2016.

FUNDING:

Appropriations for this contract are included in the ACSO FY 2016-17 MOE Budget and will be requested in future budget years. No additional appropriations are required, and there will be no increase to net County cost.

Respectfully submitted,

A blue ink signature of Gregory J. Ahern, written in a cursive style.

Gregory J. Ahern
Sheriff/Coroner

A blue ink signature of Willie A. Hopkins, Jr., written in a cursive style.

Willie A. Hopkins, Jr.
Director, General Services Agency

cc: Susan S. Muranishi, County Administrator
Steve Manning, Auditor-Controller/Clerk-Recorder
Donna R. Ziegler, County Counsel

****IMPORTANT NOTICE****

ONLINE BIDDING PROCESS

- Bid pricing must be submitted online through Alameda County Strategic Sourcing Supplier Portal.
- The following pages require signatures and must be scanned and uploaded to Alameda County Strategic Sourcing Supplier Portal:
 1. Exhibit A – Bid Response Packet, Bidder Information and Acceptance page
 - a. Must be signed by Bidder
 2. Exhibit A – Bid Response Packet
 - a. Must be signed by Bidder

Please read **EXHIBIT A – Bid Response Packet** carefully, **INCOMPLETE BIDS WILL BE REJECTED**. Alameda County will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.



WILLIE A. HOPKINS, JR., Director

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 901426

for

Comprehensive Medical Care

For complete information regarding this project, see RFP posted at http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp or contact the County representative listed below. Thank you for your interest!

Contact Person: Umiika Wright, Lead Procurement & Contracts Specialist

Phone Number: 510-208-9607

E-mail Address: Umiika.Wright@acgov.org

RESPONSE DUE

by

2:00 p.m.

on

March 31, 2016

through

Alameda County, GSA–Procurement

Strategic Sourcing Supplier Portal

<https://ezsourcing.acgov.org/psp/SS/SUPPLIER/ERP/h/?tab=DEFAULT>

COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL No. 901426
SPECIFICATIONS, TERMS & CONDITIONS
for
Comprehensive Medical Care

TABLE OF CONTENTS

	Page
I. STATEMENT OF WORK	4
A. INTENT	4
B. BACKGROUND	4
C. BIDDER QUALIFICATIONS	6
D. SPECIFIC REQUIREMENTS	16
II. CALENDAR OF EVENTS.....	37
E. NETWORKING / BIDDERS CONFERENCES.....	37
III. COUNTY PROCEDURES, TERMS, AND CONDITIONS	38
F. EVALUATION CRITERIA / SELECTION COMMITTEE	38
G. CONTRACT EVALUATION AND ASSESSMENT	43
H. NOTICE OF RECOMMENDATION TO AWARD.....	43
I. TERM / TERMINATION / RENEWAL.....	44
J. AWARD	44
K. METHOD OF ORDERING	45
L. INVOICING	45
M. ACCOUNT MANAGER / SUPPORT STAFF	46
IV. INSTRUCTIONS TO BIDDERS.....	46
N. COUNTY CONTACTS.....	47
O. SUBMITTAL OF BIDS	47
P. RESPONSE FORMAT	49

ATTACHMENTS

EXHIBIT A – BID RESPONSE PACKET
EXHIBIT B – INSURANCE REQUIREMENTS
EXHIBIT C – VENDOR BID LIST
EXHIBIT D – SECURITY SITE CLEARANCE
EXHIBIT E – TITLE 15. CRIME PREVENTION AND CORRECTIONS
EXHIBIT F – STAFFING MATRIX (POPULATION 3201 - 4000)
EXHIBIT G – STAFFING MATRIX (POPULATION 2601 - 3200)
EXHIBIT H – STAFFING MATRIX (POPULATION 2100 TO 2600)
EXHIBIT I – STANDARD SERVICES AGREEMENT
EXHIBIT J – HIPPA BUSINESS ASSOCIATE AGREEMENT

I. STATEMENT OF WORK

A. INTENT

It is the intent of this Request for Proposal (RFP) to locate qualified vendors who are interested and able to provide and coordinate comprehensive medical care services and associated systems of care for inmates at correctional facilities managed by the Alameda County Sheriff's Office (ACSO). The selected vendor will provide medical services for inmates housed at two correctional facilities located within Alameda County. The elected vendor shall work cooperatively with ACSO, the Alameda County Behavioral Health Care Services (BHCS) department which is responsible for providing mental health care to inmates, and local hospitals. The provision of inmate health services by the vendor shall include comprehensive medical care including administering and prescribing medicine, women's health, dental care, coordination with mental health care providers, clinic time and other services as more specifically identified in this RFP.

The County intends to award a three-year contract (with one two-year option to renew and an additional one-year option) to the bidder(s) selected as most qualified in providing the medical health care services that meet the needs of County inmates.

B. BACKGROUND

Alameda County was incorporated in 1853, covers seven hundred and thirty-eight (738) square miles, and extends from the eastern shore of San Francisco Bay to San Joaquin County. There are fourteen (14) incorporated cities and three (3) unincorporated cities (Castro Valley, San Lorenzo, and Sunol) located in Alameda County.

ACSO Detention and Corrections is managed by the County Sheriff, whom is primarily accountable for the care, custody, and control of the inmates housed in two separate detention facilities: Santa Rita Jail (SRJ), 5325 Broder Boulevard, Dublin, CA, and Glenn E. Dyer Detention Facility (GEDDF), 550 6th Street, Oakland, CA.

Approximately sixty thousand (60,000) inmates are processed through the County's detention and corrections' facilities each year. Due to the changes to the California law impacting state prisons, inmate population numbers are in flux. The inmate population is cyclical, typically with a higher census during the winter months. Both of the facilities are considered a "new generation jail" in which as many of the services as possible are brought to the inmate at the facility rather than bringing the inmate to a separate medical facility.

Santa Rita Jail (SRJ), Dublin

SRJ is the larger of the two detention facilities currently operated by ACSO. There are eighteen (18) housing units and the facility can hold approximately four thousand two hundred (4,200) inmates. This facility's current average daily population is two thousand three hundred (2,300) inmates. Many of these inmates are held under contract with local, State, and Federal governments. Approximately two hundred fifty (250) of these inmates are women. The facility includes the following areas where medical services are to be provided:

Main Clinic: Many medical services for inmates are provided at the medical clinic on the premises. The clinic has three exams rooms, two offices, and one trauma room. On average, 80 inmates are seen daily in the clinic, 400 inmates weekly, 1,600 inmates monthly, and around 20,000 inmates yearly. The main clinic is housed in the Core Building, and contains a twenty (20) room outpatient housing unit (OPHU) with a total capacity of twenty five (25) beds that can accommodate convalescence care, intravenous treatment, centralized detoxification, psychological observation, on-site dialysis, and management of non-ambulatory inmates.

Dental Office: There is a complete dental office and laboratory. Oral surgery is performed on site.

Women's Medical Office: A complete Obstetric-Gynecological (OB/GYN) clinic is located in the women's area which has offices and examination rooms. The clinic is staffed by a prenatal coordinator, nurse practitioner, and prenatal educator.

Intake and Receiving: This holding area allows the separation of inmates by classification and gender. There is a complete intake screening clinic which screens an average of one hundred forty (140) inmates in a twenty-four (24) hour period. Mandatory tuberculosis testing is a component of the intake screening process. Pregnancy testing is conducted on a voluntary basis and diabetes testing is conducted on an as needed basis.

Glenn E. Dyer Detention Facility (GEDDF), Oakland

GEDDF is a high-rise facility currently housing an average daily population of four hundred twenty (420) inmates, with a maximum capacity for housing eight hundred (800) inmates. The population of this facility may also vary due to contracts with the Federal Government and State of California.

Building Design: The building has nine (9) stories comprising of six (6) housing floors, one (1) medical floor, one (1) booking floor, and one (1) exercise floor.

Medical Floor: This floor contains medical offices, a dental operating room, and the examination area. In addition, the medical floor has the capacity to support x-ray facilities. Currently, this area is used primarily for office space, and inmates are seen on the individual housing floors. Dental hygienic cleanings are conducted in the dental area.

Housing Floor Examination Rooms: Each housing floor has a medical room with an exam table and desk.

Potential Booking Screening Examination Room: The booking floor has male and female examination rooms. Currently, female inmates are not being booked into GEDDF. The daily intake screening process averages 60-70 inmates over the counter during a 12-hour shift (1700-0500 hours). Mandatory tuberculosis testing occurs during the booking process. Diabetes testing is conducted on an as needed basis.

C. **BIDDER QUALIFICATIONS**

Bidders must be able to safely and securely provide and coordinate comprehensive medical care services and associated systems of care to meet the needs of inmates at the ACSO's detention and corrections facilities. Bidder must be qualified and experienced in providing comprehensive medical care services in a correctional environment.

1. **Bidder Minimum Qualifications.** Proposals not meeting minimum qualifications will be disqualified. Due to the complex nature and security concerns of correctional facilities, bidder's minimum qualification criteria include, but are not limited to, the following:
 - a. **Bidder Experience and Accreditation.**
 - (1) *Experience.* Bidder shall be regularly and continuously engaged in the business of providing comprehensive inmate detention and/or correction medical care services for at least five (5) years. Bidder shall have minimum one (1) year experience providing medical care services in a California detentions and corrections facility within the last three (3) years.
 - (2) *Accreditation.* Bidder must have provided services in a facility accredited under the American Correctional Association (ACA) standards, National Commission on Correctional Health Care (NCCHC), or a similar accreditation/oversight process during the last (5) five years.

- (3) *Substantiation.* The proposal must include the following information:
 - (a) For each of the above requirements, specify the name(s) and locations of each facility Bidder has provided services.
 - (b) Specify what type of accreditation the facility possessed, and if so, the dates of the accreditation, if known.
 - (c) Include data on the average inmate census, the types of medical services provided, and frequency of the different types of medical services. Identify the services provided at each of the facility or offsite.
 - (d) Provide at least two references, with titles and contact information, for each facility.
- (4) *NCCHC Accreditation.* Contractor must obtain, within 180 days of contract start date, NCCHC accreditation for an Opioid Treatment Program, which is an onsite methadone detoxification program for inmates who were enrolled in a methadone maintenance treatment program in the community prior to incarceration.
 - (a) Bidder must specify in their proposal whether they have obtained NCCHC accreditation in the past, and the status of each of those accreditations. If any accreditation was not renewed please explain why.
 - (b) Bidder's proposal must include the confirmation to obtain NCCHC accreditation in Alameda County if awarded the contract.
- b. **Staff Minimum Qualifications.** The medical professionals and individuals providing services through the Bidder, **MUST** individually meet certain minimum qualifications.
 - (1) *Supervising Doctors and Nurses.* Each supervising doctor and nurse must have at least three (3) years' experience in medical practice at a correctional facility after obtaining his or her credentials.

- (2) *Health Services Administrator.* The Health Services Administrator must have at least three (3) years' experience providing similar services in a detention and/or correctional facility.
- (3) *Other Supervisors.* All other supervisors must have at least three (3) years' experience in the profession they are supervising, providing similar services in a detention and/or correctional facility.
- (4) *All Individuals.* All service providers, employees, and subcontractors working at the detention and correctional facilities must pass and maintain, to the satisfaction of ACSO, a security and background check performed by ACSO. Failure to pass, divulge information, or comply with the background process will prohibit an individual from entry into ACSO facilities.
- (5) *Substantiation.* The proposal must include the following information:
 - (a) General
 - (i) The titles of the professions, minimum educational levels, certifications, and licenses the individual in each position is required to have and maintain.
 - (ii) Staffing levels, with titles and anticipated shifts. For each proposed staffing position, the years of experience that Bidder will be requiring for that position must be identified. Bidder may identify the level of experience for each proposed position by using the following ranges, new (0-2 years), average (2-5 years), experienced (5-10 years), and very experienced (10 years and over). The proposed staffing levels must include the anticipated scheduling of such staff. Furthermore, specify the minimum levels of experience working in a detention and/or correctional setting that will be required, again identifying them by new (0-2 years), average (2-5 years), experienced (5-10 years), and very experienced (10 years and over).
 - (b) Initial Staff

If known, Bidder may provide the names of the proposed staff with their education, certifications and licenses

(including license numbers), which may be resume format (business addresses are sufficient, home contact information for staff should not be provided). If awarded the contract, such documentation and verification is an ongoing requirement for all replacement staff of the successful Bidder.

2. **Demonstration of Bidder Qualifications.** Bidders must respond to each of the following questions explaining and demonstrating their qualifications. Each response will be evaluated and scored. Supporting documentation must be provided for the response to each question. For each question, required documentation is noted, or examples of supporting documentation have been identified. Bidders may include additional supporting documentation. Please note that all proposals will be public record, and all personally identifiable information must be redacted from documentation. Scoring will be based on the content, depth, detail in the response, and the documentation provided in support of responses. Failure to provide supporting documentation or inadequate document may result in a reduced or failing score.

a. Staff Qualifications

- (1) *Licensing and Credentialing.* How will Bidder ensure that existing staff and new hires possess and maintain all permits, licenses, and professional credentials necessary to provide quality comprehensive medical health services as specified under this RFP? What systems does Bidder have in place to monitor credentials and continuing education requirements by the appropriate certification and/or licensing board, as required, by the State of California?
- (a) Examples of documentation are copies of policies and procedures, screen shots of electronic system displaying tracking or copies of physical tracking records.
- (b) Names, license numbers, and personal information on individuals are encouraged to be redacted.

b. Medical Records System

- (1) *Description of Medical Records System.* Describe Bidder's medical records system, including electronic access, protections, input, and maintenance process for medical records.
- (a) Documentation may be policies and procedures and screen shots.

- (b) Any patient information shown must be fictitious or redacted.
- (2) *Examples of Medical Records Systems.* Provide examples of medical records systems in place at existing detention and/or correction facilities where Bidder is providing services.
 - (a) Documentation must include examples of reports and summary notes.
 - (b) Any patient information shown must be fictitious or redacted.
- c. Services
 - (1) *General Description.* Describe the types of medical services Bidder has provided in a correctional setting.
 - (a) To document this include, at a minimum, descriptions of each of the following:
 - (i) On-site care, including equipment and access for inmates;
 - (ii) On-call services;
 - (iii) Provision of services pursuant to court orders;
 - (iv) Coordinating inmate transfers. Documentation must demonstrate that Bidder has previously managed contracts with Ambulance Services providers for transfer of inmates, and has a successful track record of contracting and managing such transport services;
 - (v) Coordinating services with outside health care systems;
 - (vi) Dental Services;
 - (vii) Provision of Prosthesis/Glasses;
 - (viii) Detoxification from Drugs and Alcohol;
 - (ix) AIDS – including testing, education and working with community groups);

- (x) Continuity of care services after release including coordination, if any, with public health agencies and community based organizations;
 - (xi) Managing and facilitating follow up care after an inmate returns from an outside medical appointment or procedure; and
 - (xii) Managing and facilitating discharge planning
- (2) *Infectious Outbreak.* Specify how you have handled a communicable/infectious disease outbreak (for example a chicken pox, lice, or flu outbreak).
 - (a) Include any policies, procedures and/or reports and notifications advising treatment plans.
 - (b) Include a description of employees responsible for managing such an incident, who would be responsible for the reporting of such incidents to public health officials, who would be responsible for recording and charting such incidents, and the education programs that would occur to prevent future occurrences of such incidents.
- (3) *Medical Care Management.* Specify at least two medical care management programs your organization has implemented which comply with the ACA and community-based standards of care.
 - (a) Documentation may be copies of program specifics showing policies and procedures for maintaining certification and standards of care.
- (4) *Development and Implementation of Programs.* Specify if you have developed and implemented a successful comprehensive medical care program in a correctional facility within the last five years.
 - (a) Documentation must include clear goals, objectives, policies, and procedures for goal achievements in the clinical environment.
 - (b) Provide copies of materials from the program.
 - (c) The response must also detail if goals and objectives were met.

- (5) *Mental Health Services.* Describe your experience, protocols, and organizational staffing plans for mental health services. Advise if you provided the services (1) directly or (2) if was done in coordination with a prior client agency's jurisdictions, BHCS department, or (3) an outside vendor. If you have experience in all three types, please focus your description on the experience working the jurisdictions BHCS.
- (a) Please provide examples of how you are currently or have in the past provided coordination of mental health services in correctional facilities.
 - (b) Documentation may be policies, procedures, and/or copies of agreements.
- (6) *Pharmacy Services.* Describe your experience, protocols, and organizational staffing plans for providing pharmacy services. Describe the number of on-site pharmacists, policies, and procedures and the methods you will use for dispensing and administering pharmaceuticals.
- (a) Please provide examples of existing detention and/or correction facilities where on-site pharmacy services are in place.
 - (b) Provide descriptive procedures and examples for the control, tracking, and dispensing of pharmaceuticals in a detentions and corrections facility.
 - (c) The proposal must include two distinctly different methods for dispensing and administering mass amounts of pharmaceuticals on a daily basis if awarded this contract. One method will be considered as the primary method and the other as the secondary, Contractor must have the ability to implement both methods at each facility.
- (7) *Health Screening.* Describe how you will provide health screening, including appropriate lab work, for intake, inmate food workers, and other inmate workers as required by statutes, regulations, or ACSO.
- (a) Documentation may be current or proposed policies and procedures.

(8) *Prenatal, Pregnant, and Postpartum Services.* Specify how Bidder will address the needs of pregnant and postpartum female inmates.

(a) Documentation may be current or proposed policies and procedures.

(9) *Family Services.* Describe Bidder's experience in providing family services to inmates pursuant to Penal Code Sections 3409, 4023.5 and other applicable laws and how Bidder will provide these services to ACSO.

(a) Documentation may be current or proposed policies and procedures.

d. Coordination of Special and Outside Services

(1) *Consulting Medical Specialties.* Describe how Bidder will make arrangements to provide payments for all consulting medical specialty services and special medical equipment including, but not limited to, wheel chairs, braces, crutches, etc. Note, each piece of equipment to be brought into either detention facility must be cleared by ACSO.

(a) Documentation may include current or proposed policies and procedures.

(2) *Experience and Protocols.* Describe your experience, protocols, and organizational staffing plans for coordinating medical services with hospitals for both in-patient and outpatient treatment. Include descriptions of services provided pursuant to court ordered and routine treatment.

(a) Provide examples of how Bidder is currently or has in the past provided for such services in correctional facilities.

(b) Documentation may be policies, procedures, and/or copies of agreements.

(3) *Emergency Services.* Describe Bidder's qualifications and procedures for providing emergency services provided on-site, off-site, and during a natural disaster, including payment for such services. This must include both medical and dental emergencies. Describe how you have provided medical services when off-site treatment is required or needed. Documentation should include:

- (a) Policies and Procedures.
 - (b) Billing Statements.
 - (c) Summary Notes or Reports.
- (4) *Disaster Services.* Describe Bidder's qualifications and procedures for providing comprehensive medical services during a natural disaster.
 - (a) Provide current or proposed contingency plans to provide medical services to inmates following a natural disaster or declared state of emergency.
- e. Quality Assurance / Oversight / Reporting
 - (1) *Protocols.* Describe your protocols for medical quality assurance review and implementation of any identified corrective action.
 - (a) Documentation must include sample reports and summaries from past actions.
 - (b) Include current or proposed policies and procedures.
 - (2) *Health Appraisal.* Describe Bidder's experience with providing family services to inmates pursuant to Penal Code Sections 3409, 4023.5 and other applicable laws and advise how Bidder will provide these services to ACSO.
 - (a) Include current or proposed policies and procedures.
 - (3) *Coordination and Cooperation.* Describe Bidder's past experience providing reports and coordinating with quality assurance consultants, medical advisory boards, and other advisory organizations. Include a description of how Bidder will work with quality review committees in Alameda County to address identified issues and recommendations for change.
 - (a) Documentation must include proposed policies and procedures.
 - (b) Documentation may include reports, client feedback, or summaries of how Bidder has improved Bidder's services in the past after incidents or recommendation after quality review.

- (c) Documentation may include reports, summaries, and prior meeting agenda.
- (4) *Participation.* Describe how you will work with ACSO, the County and the community, including assignments for meeting attendance.
 - (a) Provide proposed policies and procedures.
 - (b) Provide titles and levels of experience for individuals to be assigned as coordinators and liaisons for County and community meetings and communications.
- f. **Structure and Litigation**
 - (1) *Organization.* Describe Bidder organizational structure, administrative policies, procedures, and practices that support cost accountability, provision of quality care, quality assurance, medical audits, oversight, and escalation protocols.
 - (a) Documentation may include sample reports, organizational charts, job descriptions, policies, procedures, or memos describing identified issues and resolutions.
 - (2) *Penalties and Fines.* Summarize any federal, state, and/or local government investigations conducted in which Bidder was the subject of during the past ten years which resulted in fines, penalties, or loss of accreditation. Provide a narrative describing these investigations, why they were implemented, and the results of such investigations.
 - (a) Provide copies of all reports from State or Federal Investigations in the last ten years which resulted in fines, penalties, or loss of accreditation.
 - (b) If a report is more than five pages long, Bidder may include the summary; however, if requested Bidder must provide full report.
 - (3) *Terminated Contracts.* Bidder's proposal must disclose any contracts lost, terminated, and/or cancelled over the past ten years, and the reasons why such contracts were lost, terminated, and/or cancelled.

- (4) *Litigation.* Provide a list of all litigation in which Bidder has been named as party in the last ten years with the name of the case, court and current status or disposition of suit. Include any litigation in which a provider was named while providing services through Bidder, even if Bidder's entity was not named.
 - (a) For all cases include a narrative describing the case, the current status of the case, and if the case has been settled provide any settlement terms including amounts of settlement, any specific performance requirements and any agreement regarding changed procedures for providing services.
 - (b) Include details for any consent decrees associated with providing services to inmates within the last ten years. Provide reason, year, and value for each consent decree.

g. **Protocols.**

- (1) Include sample copies of the following plans and protocols and explain how, if at all, they will be revised for services provided to the County.
 - (a) Staff Contagious Disease Testing Plan: including testing for other exposures on a case-by-case basis for various contagious diseases.
 - (b) Inmate Court Referral Protocols: including procedures and protocols for addressing medical referrals from the courts (Section 4011 of the Penal Code).

- h. **Transition.** Include a proposed or sample implementation plan for transition of health care services from existing providers. Describe lessons learned from previous experiences assuming health care services management from existing correctional facility medical services providers.

D. **SPECIFIC REQUIREMENTS**

The ACSO requires a highly qualified vendor to provide inmate health care services. The selected vendor will be responsible for inmate health care services immediately upon the inmate being brought and accepted into ACSO's custody through the intake processes at both SRJ and GEDDF facilities, and throughout the term of inmate detention. The selected vendor will be responsible for providing, paying and

coordinating all medical services brought to the inmate, and the services provided at medical sites within the facilities arranging and paying for outside services.

The provision of inmate health services by the vendor shall include comprehensive medical care services, including administering and prescribing medicine, women's health, dental care, coordination with mental health care providers, and clinic time as more specifically identified in this RFP.

Bidder's proposal must demonstrate how it will provide a system of care that meets the unique needs of the County. Bidder, through its system of care, programs, and services must provide, at a minimum, the following services, and structure during the term of the contract. Bidder's proposal must describe generally how it will provide the requested services, including the specific requirements contained in this section. You may refer back to responses given in the numbered questions under **explanation of BIDDER qualifications**. Your proposal must address the specific requirements, but you do not need to discuss each requirement individually. The successful bidder shall provide the following:

1. **SERVICES.** Contractor shall provide comprehensive health care services for inmates housed at the SRJ and GEDDF facilities, including preventative services. Contractor's services shall include the following minimum levels of service:
 - a. *Intake Health Screening.* Intake screening shall be performed for all inmates by a licensed registered nurse (RN) at the time of booking. Booking takes place intermittently but is heaviest on the P.M. shift. Mandatory tuberculosis testing is started at this point of contact in accordance with State and local standards. Contractor shall develop an intake pre-screening procedure for mental health issues and referrals.
 - b. *Fourteen (14) Day Health Appraisal.* An appraisal shall be performed by a licensed RN of all incoming inmates, which meets the ACA standards, and is fully compliant with County protocols and requirements. ACA standards include that an examination (history and physical) of all inmates coming into custody be completed within the first 14 days of their incarceration.
 - c. *General Healthcare.* Contractor shall provide basic healthcare services to inmates including preventative care.
 - d. *Sick Call.* Inmates shall have access to essential health care services at all times. At a minimum, a licensed RN and a physician shall be on duty at all times. Contractor shall conduct sick call. Contractor shall conduct sick call Monday through Friday at both. Sick call shall be held in the medical rooms located in the inmate housing areas of the facilities. Additional sick call hours may be added as required.

- e. *Health Care Plans.* Development and Implementation of Health Care Plans. Inmates being treated at each facility shall have health care plans with clear goals, objectives, policies, and procedures for documenting goal achievements.
- f. *Best Practices.* Provide recommendations to ACSO and BHCS and assistance with any changes, policy updates, legal updates, or compliance changes in ACA Standards or other applicable laws or standards for the entire duration of any contract.
- g. *Leadership.* Administrative leadership services shall have cost accountability and if requested, justify medical care and responsiveness to the inmates, and the County.
- h. *Food Services – Special Diets:* Provide recommendations for all medical and special needs diets. Contractor shall adhere to the medical dietary standards outlined in Title 15, Section 1248, as they may change from time to time.
- i. *Services On-Site Outpatient Housing Unit Care – Santa Rita Jail :*

Contractor shall appropriately utilize the space available for use in including twenty-five (25) beds in twenty (20) rooms at Santa Rita Jail. Contractor operations at the Out Patient Housing Unit (OPHU) shall include:

- (1) A Physician on-site eight (8) hours per day, forty (40) hours per week, Monday through Friday;
 - (2) Physician on call twenty-four (24) hours per day, when there is no doctor already on-site;
 - (3) Contractor shall provide on-site supervision in the OPHU by a licensed registered nurse on a twenty-four (24) hours basis;
 - (4) Contractor shall provide twenty-four (24) hour nursing services;
 - (5) Contractor shall provide an on-site copy of the Manual of Nursing Services; and,
 - (6) Separate, individual, and complete medical record kept for each inmate.
- j. *Services Suicide Prevention Program:* Coordinate with BHCS, as the lead agency in the Suicide Prevention Program. This shall include attending

- program meetings and working in collaboration to provide pre-screening and crisis intervention. Contractor shall provide a physician to participate in the program, review issues related to suicide prevention, and address the resolution of problems in accordance with applicable ACA/NCCHC standards. Contractor must work cooperatively with BHCS; however, Contractor is responsible for the health and well-being of the inmate, including medication, vitals, other medical needs, and confirmation of wellbeing.
- k. *Dental Services:* Provide emergency, medically necessary, and non-emergency dental services, including but not limited to extractions and hygienic cleanings. Services shall be provided forty (40) hours per week at the Glenn E. Dyer Detention Facility and five (5) days a week and eighty (80) hours per week at Santa Rita Jail unless a lesser number of hours is agreed to in writing by the Contracts Lieutenant.
- l. *Special Needs of Pregnant and Postpartum Women:* Care for the special needs of pregnant and postpartum women, including, but not be limited to:
- (1) Optional Screening and testing for pregnancy at the time of booking the inmate into the facility;
 - (2) Following Pregnant Female Protocols established by statute of regulation and County Policies and Procedures. Any new protocols must be approved in writing by County;
 - (3) Referrals and coordination with community based methadone treatment program experienced in the special needs of pregnant/postpartum clients;
 - (4) Prenatal education and counseling; and,
 - (5) Coordination of special medical services, if requested by County, Contractor shall provide verification by supplying copies of written agreements with service providers to assure the continuous availability of the full range of routine and emergency obstetrical services including management of high risk conditions.
- m. *Family Planning Services:* Providing family planning services pursuant to Penal Code Sections 3409, 4023.5 and other applicable laws.
- n. *Prosthesis/Glasses:* Provide and make payment for medically required medical and dental prosthesis and eye glasses.

- o. *Hospital Care:* Making arrangements to provide payments for all in-patient and out-patient treatment following booking. For the following services, Contractor shall enter into agreements with and use the providers agreed to by the County:
 - (1) **Acute Care Needs.** Emergencies that require care outside of the facility, for which there is unavailability of specific services, hospitalization for the acute care needs of all incarcerated inmates are currently provided by Alameda Health System (AHS, formerly Alameda Medical Center), Highland Hospital located in Oakland, however, Contactor may use another provider with the written consent of County.
 - (2) **Emergency Room.** Emergency room care for SRJ inmates is currently provided by Valley Care Medical Systems located in Pleasanton. Emergency room care for GEDDF inmates is currently provided by AHS. Contactor may use other providers with the written consent of County.
 - (3) **Mental Health Services.** Mental health care for all inmates is provided by BHCS, although some acute services may be provided through an outside services provider. Contractor shall work in collaboration with BHCS and any outside mental health services provider.
- p. *Disaster:* Provisions of comprehensive medical care services during a natural disaster. Contractor shall implement a contingency plan to provide medical services to inmates following a natural disaster or declared state of emergency.
- q. *AIDS:* Contractor shall cooperate with the Alameda County AIDS Task Force in continuing with AIDS education in the Detention and Corrections facilities. AIDS/HIV testing shall be provided as clinically indicated within current community standards or upon inmate or Sheriff's Office staff request, pursuant to Labor and Health and Safety Codes. All testing shall be done in accordance with State law.
- r. *Ancillary Services:* Provide and arrange for laboratory, x-ray, and other ancillary services as required. Ancillary services may be performed off-site but preferably on-site.
- s. *Detoxification from Drug and Alcohol:* Provision of detoxification services in accordance with the American Correctional Association standards.

Provide a methadone maintenance/detoxification program and for obtaining all licenses necessary to operate the program. Contractor shall assure that pregnant women with histories of drug dependency are evaluated on-site by registered nurses immediately and referred within four (4) hours for high risk obstetrical evaluation. Contractor shall coordinate and pay enrollment and assessment services of pregnant opiate addicted women for methadone maintenance programs.

2. **ADMINISTRATIVE STAFFING.** Contractor shall provide the following minimum Administrative staffing:
- a. *Health Services Administrator.* A qualified master level manager/administrator with minimum five (5) years' experience in health care management services, with at three (3) of those years in a correctional facility health care setting. The individual in the position must have a bachelor's degree and master's degree in business or related field (such as health care administration).
 - b. *Assistant Health Services Administrator.* A qualified master level manager/administrator with three (3) years' experience in health care management services in a correctional facility health care setting. The individual must have a bachelor's degree and master's degree in business or related field (such as health care administration).
 - c. *Director of Nursing.* A qualified director of nursing that is a registered nurse, preferably with a bachelor's of science in nursing. The individual's nursing license must be up to date and in good standing. The Individual must possess minimum of five (5) years' experience, including some health care management experience and at least one (1) year of experience in a correctional facility health care setting
 - d. *Medical Secretary.* A qualified medical secretary. The individual must possess a diploma or certificate from a two year college program in a related field. Individual must have completed thirty (30) minimum credits in medical language or transcription or have two (2) years' work experience as a medical secretary. Individual must possess CPR/AED certifications and have a thorough knowledge of computer based word processing and spreadsheet programs.
 - e. *Medical Director.* A qualified Board Certified physician designated as medical director or lead physician. The individual must have a specialty certification in the field of internal medicine, family practice, or emergency

room (ER) medicine. The individual shall have at least one (1) year of experience in a correctional facility health care setting.

3. **MEDICAL STAFFING.** Contractor must maintain minimum staffing based on Average Daily Population (ADP) levels. Attached are matrices (See Exhibit F, Exhibit G, and Exhibit H) for the minimum staffing based on sliding scale ADP. **Pricing in proposals must address each matrix individually. For all matrices, and at all times Contractor shall:**
 - a. Provide adequate staffing, including physicians and licensed RNs at all times.
 - b. React and promptly accommodate the consistently changing population in the jails.
 - c. Provide a physician on site at each facility at all times during their shift. In addition, 24-hour coverage for physician services shall be available on-call if additional or specialized services are needed at either or both facilities.
 - d. Provide ACSO specific details throughout the term of contract on physician coverage to ensure continued 24-hour coverage.
 - e. Provide coverage five (5) day per week for an on-site physician and have a 24-hour physician on-call and available by telephone to answer questions and travel to the facility as necessary.
 - f. Maintain designated full time equivalents (FTEs) at all times (i.e. should a person go on vacation they must be replaced). Staffing plan shall include consideration for a relief factor for practitioners.
4. **MINIMUM STAFFING REQUIREMENT ILLUSTRATION:** The following illustration is for SRJ based on Matrix Exhibit F, showing minimum staffing levels based on an ADP of 3,201-4,000:
 - a. *Physician Staffing.* One hundred sixty-eight (168) hours per week shall be provided for on-site physician services. The minimum onsite coverage will include twenty four (24) hours each day, Monday through Friday, and rounds in the OPHU on Saturday and Sunday.
 - b. *Specialist Staffing.* OB/GYN physician shall be on site for six (6) hours per week, with twenty four (24) hour OB/GYN services available. Support staff shall include a prenatal coordinator, nurse practitioner, and medical assistants.

- c. *Clinic Hours.* Hours for specialty clinics are as indicated below. The hours included are estimates, and subject to change dependent on inmate needs. Any hours in excess of the estimate must be approved in writing by ACSO, except in cases of emergency, in which case Contractor shall immediately notify the Contracts Lieutenant and request the approval. The specialty clinics to be provided are:

- (1) Optometry, 4 hours per month
- (2) Orthopedics, 4 hours per week
- (3) Physical Therapy, 2 hours per week
- (4) Obstetrics, 4 hours per week
- (5) AIDS/HIV, 16 hours per month
- (6) Radiology, 3 hours per day
- (7) Nephrology, 4 hours per month
- (8) Tuberculosis, 5 hours per week
- (9) Asthma, 6 hours per week
- (10) Diabetes, 4 hours per week
- (11) Hypertension, 6 hours per week
- (12) Seizure, 4 hours per week
- (13) Lipid and Coumadin, 3 hours per week
- (14) Ultrasound, 16 hours per month
- (15) Dialysis, 8 hours per week
- (16) Oral Surgery, 6 hours per week. On-site oral surgical procedures shall include:
 - (a) All facial lacerations
 - (b) Maxillary LeFort I fractures
 - (c) Zygomatic arch fractures
 - (d) Traumatic Nasal-Septal deformities
 - (e) Mandible fractures (both open and closed)
 - (f) Denoalveolar fractures
 - (g) Incision and drainage of maxillofacial abscesses
 - (h) Complex odontotomies
 - (i) Complex biopsies

5. **STAFFING DOCUMENTATION.** Contactor shall provide the following:

- a. *Work Post.* Work Post descriptions (defining the duties, responsibilities, job descriptions, shift and location) for all assignments is to be clearly posted at each facility in an area that is open to all Contractor staff, but not to inmates. Contractor shall review and update the Work Post every six months. Reviewed and approved copies of each Work Post, with the date, must be provided to Contracts Lieutenant and Detention and

Corrections Administration Captain on February 1st and July 1st of each year. Copies of any Work Post changes must be immediately provided to the Contracts Lieutenant.

- b. *Shift Coverage and Daily Attendance Record.* Copies of staffing schedules, which include all health care staff, are to be posted in designated areas and submitted to the Contracts Lieutenant on a daily basis. Actual shift coverage must be verified by the Contracts Lieutenant or designee by facility, signed by the supervisor of each shift, and submitted daily to the Contracts Lieutenant.
 - c. *Credit for Inadequate Coverage.* Any Work Post left vacant in whole or in part of any shift will result in a credit to the County equal to the Contractor's cost of that position, had the Work Post been staffed (salary plus benefits of the individual assigned to that Work Post for the hours the post is vacant). In addition, Contractor shall be liable for penalties pursuant to the terms of the contract.
 - d. *Penalty for Inadequate Staffing.* Each facility must be fully staffed for the number of inmates in custody in accordance with the staffing matrices attached as Exhibit F, Exhibit G, and Exhibit H and factoring in any special circumstances at any given time such, as high rates of illness. In addition to any other relief and or cause action, the County shall be entitled to a penalty if there is inadequate staffing for any Work Post(s). A Work Post is considered staffed when a qualified individual is present at the facility performing all duties of the position. In the case of the "on call" physician the position is adequately staffed when a qualified physician is immediately reachable by phone and available to come to the facility if needed. Contractor shall pay a penalty for each Work Post that is not adequately staffed. Any time a Work Post is not adequately staffed for more than one day, ACSO may assess a penalty amount of up to \$1,000.00 per day per shift position for the inadequately staffed shift position(s). If the County does not assess a penalty on any occasion(s) it does not waive its right or ability to assess penalties in the future.
6. **Training and Education.** Contractor shall provide on-going staff training programs consistent with legal and accreditation standards, including but not limited to:
- a. Development and implantation of training program for review of medical protocol and issues for pregnant inmates.

- b. Development and maintenance of a reliable structured program of continuing education that meet or exceed accreditation standards for health care staff annually, including employees, agents, subcontractors, and service providers.
- c. Contractor shall provide the County with a copy of its training program if requested; and, shall provide the training and accreditation certification for all of its staff, agents, and/or personnel who work in County detention and correction facilities if requested.

7. PHARMACEUTICALS

- a. Contractor shall provide pharmacy services, directly or through an approved subcontractor.
- b. Contractor shall have an on-site pharmacy at each facility, with a pharmacist that shall be responsible for the exercise of proper controls, ordering, payments, administration, and timely distribution by licensed personnel of all pharmaceuticals.
- c. The on-site pharmacist (s) shall be licensed in the State of California and have correctional experience. The Pharmacist must be on-site filling prescriptions. A fax/fill system is not acceptable. The Pharmacy shall be open with an on-duty Pharmacist on-site Monday through Friday from 7:00 a.m. to 5:00 p.m. After hours and on weekends, a pharmacist will be on-call 24/7 and must come into the facility as needed.
- d. Contractor shall establish a qualified pharmaceutical committee to review inventory and controls management for all drugs. A qualified pharmacist, licensed by the State of California with correctional facility experience, shall be a member of this committee. Contractor shall provide reports from the committee at meetings with County.
- e. Pharmacy staff shall work in collaboration with BHCS and/or their contracted services provider when ordering, dispensing, billing, and reviewing documents related to psychotropic medicines for all inmates.
- f. County shall be responsible for all eligible HIV medication established by the AIDS Drug Assistance Program to eligible inmates in accordance with State regulations.
- g. Pharmaceuticals shall be dispensed using pill cups that are paper, wax-coated paper, or certified compostable meeting American Society for Testing and Materials Standards (ASTM); ASTM-D6400 and/or ASTM-

D6868. Contractor may utilize a system whereby pill cups are reused resulting in a reduction in solid waste generation.

- h. Contractor shall dispense medications to inmates using a system that includes tracking, accountability, and ease of transporting and providing the medications. Contractor shall also have available and ready to implement an alternative system and upon the request of the County, Contractor shall promptly transition to the secondary

8. **TRANSPORTATION**

- a. Contractor shall contract with a licensed ambulance entity and pay for necessary ambulance transportation for non-emergency related transports. The current ambulance transport provider is Paramedics Plus. If requested, Contractor shall provide a copy of the contract to County. **Policies and procedures for appropriate modes of transportation shall be jointly developed by ACSO and Contractor.**
- b. Contractor shall pay for the costs of deputy security, transportation and any other extraneous expenses related to the transfer to or housing of inmates in outside medical facilities.
- c. Contractor shall provide \$3,000,000.00 annually for these associated costs including, anticipated and unanticipated medical transfers, outside medical appointments, outside hospital stays, and unanticipated outside medical incidents.
- d. Payment of the annual fee shall be handled by Contractor through the issuance of a check made out to Alameda County Sheriff's Office in the amount of two hundred and fifty thousand (\$250,000.00).

9. **MAINTENANCE OF ACCREDITATIONS**

- a. During the term of the contract, Contractor must provide and maintain the following:
 - (1) All required accreditations, including ACA accreditation
 - (2) NCCHC accreditation on the Opioid Treatment Program.
 - (3) Contractor shall provide copies of any accreditation or other documentation related to qualifications, continuing education, and training upon request of the County.

- (4) Compliance with ACA accreditations is mandatory. Contractor shall help to supply documentation for the accreditation process. Formal audits are required every three (3) year and Contractor shall cooperate with ACSO who may informally perform maintenance audits periodically throughout the year.

10. **COMPLIANCE WITH LEGAL REQUIREMENTS.** Contractor shall comply with all relevant legal requirements including but not limited to the following:

- a. *Female Inmates Rights Plan.* Contractor is required to meet the requirements of the Reproductive Privacy Act (Health and Safety Code 123460 et seq.) (Jan. 1, 2003).
- b. *Inmates with Disabilities, Mental Health Issues, and Gender Matters.* Contractor shall comply with and abide by the federal and state laws as they relate to inmates, including but not limited to the Americans with Disabilities Act (ADA), inmates determined to have a mental issue, and matters involving transgender inmates
- c. *Prison Rape Elimination.* Contractor shall adopt and comply with the Prison Rape Elimination Act ("PREA") standards, and make information available to Alameda County, as required under 28 CFR § 115.12, to demonstrate its PREA compliance. 28 CFR §115.401 requires Contractor to engage in and receive a PREA audit at least once during a three-year audit cycle. The audit cycle began on August 20, 2013. Contractor will make available to Alameda County Sheriff's Office Contract Monitor the auditor's final report after completion of an audit. Until the first audit report becomes available, Contractor shall demonstrate PREA compliance to Alameda County by furnishing a copy of its PREA policy to Alameda County Sheriff's Office Contract Monitor Contractor. If no PREA audit has been conducted by the time the contract begins, plans to conduct a PREA audit must be demonstrated to ACSO within the statutorily set time frame.

11. **QUALITY ASSURANCE / OVERSIGHT / REPORTING**

- a. The County may, at its own expense, contract with a neutral third party experienced in medical quality assurance reviews ("Quality Assurance Consultant"). The services of this third party consultant may include items such as conducting monthly audits of inmate medical records for treatment of medical conditions in order to evaluate the timeliness of care, appropriateness of assessment, treatment, and type of provider and level of care. Contractor shall cooperate fully with County's Quality

- Assurance Consultant including providing full and immediate access to records, including inmate medical records.
- b. Contractor shall cooperate with other consultants and advisory boards established by the County, including the medical advisory board, which has been designated as advisory to the Board of Supervisors (Board) with regard to criminal justice medical services.
 - c. Contractor shall participate, as requested, on County committees related to inmate medical care, including providing service information and statistics.
 - d. Contractor shall assign a qualified professional to attend and participate in all meetings.
 - e. Contractor will work with County, quality assurance consultants and committees to assist County in refining goals for minor and major error rates, based on a monthly assessment. Error rates shall be set for a variety of categories including but not limited to services levels and record keeping.
 - f. Results of the medical quality assurance reviews, as well as recommendations for corrective action, will be provided to Contractor. Contractor will take recommended corrective action, or will advise the County in writing why such corrective action should not be taken. Contractor will cooperate with procedures to resolve any impasse in recommendations to take corrective actions.
 - (1) Contractor shall provide written responses to County regarding all issues identified in the medical quality assurance reviews within 30 days of receiving them unless an extension is granted in writing by the Contracts Lieutenant.
 - (2) Contractor shall provide timely written responses, in no event later than 30 days, from receipt regarding findings in any cases with which Contractor disagree.
 - g. Contractor shall provide quality services with a low error rate. If Contractor's error rate exceeds the goal limits set for either minor errors or major errors, they will be subject to penalties, in addition to any other remedies and actions the County may have. If Contractor exceeds the goal limits in any month it shall be subject penalties as follows, per category, (1) \$5,000.00 for the first occurrence, (2) \$10,000.00 if there is a second occurrence in a twelve month period and (3) \$15,000.00 for a third time in

an eighteen month period. Failure to maintain a low error rate may also result in termination of the contract for failure to provide adequate services.

12. **OVERSIGHT AND COMMITTEE PARTICIPATION:**

- a. The Medical Director, Health Services Administrator (HSA), and other appropriate representatives of the medical provider shall regularly attend scheduled meetings of the Adult Inmate Medical Care Quality Assurance Services (AIMS) and other meetings as requested by County. Attendance at meetings shall include participation to report on issues of concern to that committee and cooperate on an ongoing basis with designated committee representatives.
- b. The HSA, or a designee approved by the ACSO Contracts Lieutenant, shall attend and participate in committee and review meeting as requested by County, including but not limited to Board of Supervisors Community meetings, and internal review meetings.
- c. All services provided by the contractor are subject to review and evaluation for quality of care through established and regularly performed audits. Procedures, protocols and of administrative policies and practices are also subject to review.

13. **MEDICAL AUDIT COMMITTEE:** Contractor shall collaborate and participate in meetings, committees, and audits responsible for developing, recommending and implementing all future policies and procedures necessary for the operation of the health care program. The objective of this committee will be to assure quality health care is accessible to all inmates.

14. **GRIEVANCE PROCEDURE:** Contractor will follow the current grievance policy and procedure with the ACSO for the communication and resolution of inmate and staff complaints or other items regarding any aspect of health care delivery. Contractor shall identify an individual to respond to and act as the primary contact with ACSO in reviewing and responding to complaints. Contractor shall promptly respond and provide information to ACSO and adhere to all times lines for responses. When the assigned individual is on vacation or otherwise unavailable, coverage must be provided and a responsible individual identified to the Contracts Lieutenant.

15. **ACCESS.** Security staff shall accompany health care staff in providing health care services in secure areas in accordance with written policies or procedures.

Contractor, their employees, agents, and contractors shall follow ACSO policies and procedures at all times.

16. **CLAIMS AND LEGAL ACTIONS:** Contractor shall actively and fully cooperate with County legal counsel and risk management staff in the investigation, defense or and other work related to any claim or legal action against or on behalf of the County, including any of its departments, employees, volunteers or agents. Said assistance shall include, but is not limited to:

- a. Timely provision of data;
- b. Medical records;
- c. Investigation of claims;
- d. Preparation of declarations or affidavits;
- e. Other information as counsel deems necessary to prepare the defense or prosecution including the participation at any trial or hearing; and
- f. Contractor must comply with all past, current, future settlements, and litigation concerning the delivery of inmate health care services.

17. **TRANSFERS, RELEASES AND CONTINUITY OF CARE:**

- a. *Public Health Notification.* Contractor is responsible for notifying the appropriate public health agencies of reportable illnesses and communicable diseases, and will make such reports prior to inmate release where possible.
- b. *Transfer of Health Records.* Health records of an inmate who is being transferred, whether for medical or other reasons, shall be evaluated by medical staff and a transfer summary completed.
- c. *Tuberculosis.* Procedures for transfer of inmates with suspected or known active tuberculosis shall be established by Contractor in compliance with statutory and regulatory requirements.
- d. *Compassionate Care.* ACSO is in the process of developing a compassionate care release program. Humanitarian, court approved releases are currently used whenever feasible. Contractor will provide assistance as requested in developing the program and participate in and cooperate with the compassionate care release program when implemented.

18. **MENTAL HEALTH SERVICES:**

- a. Contractor shall conduct the mental health initial screening at intake for all inmates. Employees responsible for mental health screening are to have specialized training and appropriate educational degrees in this area. Consistent with federal and state law, Contractor shall make appropriate referrals to BHCS and, cooperate in any ongoing treatments. Contractor shall work cooperatively with BHCS for any services related to mental health.
- b. Contractor will collaborate with BHCS services including, providing timely responses to requests for medical evaluations, medical consults, and laboratory analyses. Contractor's nursing staff will administer psychotropic medications including injections, as ordered by BHCS psychiatrists.

19. CONTRACT ADMINISTRATOR:

- a. Contractor shall provide a dedicated and competent Contract Administrator who shall be responsible for this contract.
- b. Contractor shall work with the County Contract Compliance Officer whose responsibilities include, but are not be limited to:
 - (1) Contract compliance
 - (2) Fiscal Considerations
 - (3) Liaison with provider and respective County agencies, and
 - (4) Protocol development assistance

20. MEDICAL RECORDS.

- a. *Maintenance:* Individual inmate health records shall be fully and properly maintained, including but not limited to:
 - (1) Pre-screen history
 - (2) Medical evaluation report
 - (3) Complaints of injury or illness and action taken
 - (4) Physician orders
 - (5) Progress notes
 - (6) Names of all personnel treating, prescribing, and/or issuing education
 - (7) Medications administered
 - (8) All laboratory, x-ray, and other documentation of treatment provided, and

(9) Documentation of all off-site services.

- b. *Confidentiality.* Contractor shall maintain confidentiality of the health care records as is required by law. All medical records shall be and remain the property of the County. In the event of a contract termination, Contractor shall confirm County has received and has access to the full updated and accurate records, in part to assure compliance with medical records retention practices
- c. *Audit:* Contractor shall cooperate with the County and third parties authorized by County for medical records review.
- d. *Specific Performance Requirements and Penalties:* Contractor shall be subject to penalties for error in record keeping. Penalties shall be based on type and frequency of errors and be assessed in increasing increments. A minor error might include, but is not limited to, "file not found," "signature" or "documentation missing." A major error might include but is not limited to, an error that caused severe injury, extensive delay in providing medical services, or failure to abide by judicial orders. These penalties are in addition to any other remedies and cause of action.
- e. Contractor shall prepare and submit regular reports to the County unless otherwise stated reports are to be submitted on July 1st of each year and at other times as requested by county.

21. REPORTS.

- a. *Statistical Information.* Contractor shall maintain general statistics and record keeping about the services provided. Contractor shall make available to the County accrued data regarding services provided. Data shall be compiled in appropriate reports as defined by the County and be provided in a monthly report. Such reports shall be in a format that does not contain any personally identifiable information about inmates
- b. *Credential Report.* Contractor shall submit an annual Compliance Report by calendar year, due each year by no later than January 15, to ACSO on all applicable certifications, accreditations, and licenses during the life of this contract.
- c. *Health Appraisal Status Report.* Contractor shall prepare an annual report by calendar year, due each year no later than January 15 to County on compliance with federal laws and California laws, regulations, and codes relating to Detention and Corrections Facilities Medical Programs at Santa

Rita Jail and Glenn Dyer Detention Facility, including, but not limited to compliance with PREA and the Americans with Disabilities Act. Reports shall include:

- (1) Inmate requests for various services
 - (2) Inmates seen at sick call
 - (3) Inmates seen by physician
 - (4) Inmates seen by dentist
 - (5) Inmates seen by psychiatrist
 - (6) Inmates seen by psychologist
 - (7) Inmates seen by OB/GYN
 - (8) Inmates seen by case manager
 - (9) Out Patient Housing Unit admission, patient days, average length of stay
 - (10) Mental Health referrals
 - (11) Off-site hospital admissions
 - (12) Medical specialty consultation referrals
 - (13) Intake medical screening
 - (14) History and physical assessments
 - (15) Psychiatric evaluations
 - (16) Specialty clinics attendance and screenings in house
 - (17) Diagnostic studies
 - (18) Report of third party reimbursement, pursuit of recovery
 - (19) Percentage of inmate population dispensed medication
 - (20) Inmates testing positive for venereal disease
 - (21) Inmates testing positive for AIDS or AIDS antibodies
 - (22) Inmates testing positive for TB
 - (23) Inmate mortality
 - (24) Number of hours worked by entire medical staff, specifying each post or shift
 - (25) Other data deemed appropriate by the Commander of Detentions and Corrections Division or the ACSO Contract Administrator.
- d. *Health Services Utilization.* Contractor shall provide monthly statistical reports on health services utilization, the reports shall include the data set and report formats approved by the County. A quarterly synopsis of this data shall also be prepared and provided to the County.
- e. *Objectives.* Quarterly and annual summaries shall be submitted to the County describing progress toward agreed upon objectives for the services and the status of special projects or reports requested. This report shall

contain data reflecting the previous month's workload, without identifying the inmates' personal information.

- f. Reporting and Scheduled Reviews shall adhere to the following:
 - (1) All reports should be provided to the Contracts Lieutenant, with copies to other individual as identified by the Contracts Lieutenant.
 - (2) Reports for monthly reports shall be submitted on the fifth calendar day of each month.
- g. *Offsite activity/cost report.* Contractor shall provide an off-site activity/cost report by the 20th of each month. The report shall contain all off-site cost reports outlining off-site outpatient, in-patient, emergency room visits, and clinical services visits.
- h. *Daily Report.* Contractor shall submit a daily report for the previous twenty-four (24) hours prior to 0900 hours which includes the following:
 - (1) Transfers to off-site hospital emergency departments
 - (2) Communicable disease reporting
 - (3) Suicide data (i.e., attempts and precautions taken)
 - (4) Report of status of inmates in local hospitals and infirmaries
 - (5) Staffing rosters
 - (6) Submit completed medical incident report copies
 - (7) Submit completed medical grievance report copies
 - (8) A list of lost medical files
 - (9) Intake screenings performed
- (i) *Procedures Manual:* Contractor shall maintain an updated on-site procedures manual that meets the requirements of applicable standards as outlined by the ACA, as well as the requirements of the Sheriff's Office as defined in Title 15, Section 1206. A separate communicable disease manual shall also be maintained onsite.

22. TRANSITION:

- a. *Transition Team.* For transition to and from providing services, Contractor and County shall establish a transition team composed of appropriate medical and correctional staff, including medical records and clinical representatives, and any County identified consultants. Contractor shall follow the transition plan approved by the County. Contractor shall cooperate fully with, as applicable, the prior or subsequent vendor in effecting a smooth transition.

- b. *Transition to Providing Services.* If the current contractor is not the successful bidder, the successful bidder shall work cooperatively to transition into providing services. Contractor shall be responsible for, but not limited, to the following:
- (1) Preparing proposed transition plan;
 - (2) Preparing a strategic/operational plan;
 - (3) Conducting in-service training to County and Contractor staff;
 - (4) Supervision and development of a disease/injury oriented medical record system;
 - (5) Developing drug utilization data and evaluating existing inventories;
 - (6) Establishing professional contracts with referral facilities;
 - (7) Personnel recruitment and hiring;
 - (8) Ordering of supplies and equipment;
 - (9) Developing both internal and external plans for emergency care;
 - (10) Establishing reporting procedures;
 - (11) Medical records, including electronic medical records software systems;
 - (12) Transition of services from the current vendor, including but not limited to pending and future appointments and follow up on care needs for current and active medical cases: and
 - (13) All applicable licensure requirements shall be met prior to the start of the Contract. A written list with the names, years of experience, and types of license held for persons who will be providing these services must be given to the ACSO during the transition phase.
- c. *Transition from Providing Services.*
- (1) *Conclusion.* In the event Contractor will no longer be providing services for any reason including but not limited to termination of the Agreement, Contractor shall be responsible for ensuring that the management, operational, and reporting responsibilities for health services are transferred as efficiently as possible and with as little interruption as possible. Contractor shall cooperate fully with the County and any service provider(s) during the transition.

- (2) *Continuity of Care.* Contractor shall allow their personnel to apply for and receive a position with the new provider(s) without penalty or payment of a finder's fee, or any other fee, assessment or charge of any nature, assessed to such provider or the County
23. **PUBLIC COMMUNICATIONS.** Contractor shall immediately notify County of any inquiries from the media regarding the services provided and coordinate any response with the County. Contractor shall not disclose any information regarding inmates, including but not limited to protected health information under the Health Information Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), Confidentiality of Medical Information Act (CMIA located in the California Civil Code Sec 56-56.37) and all other relevant laws and regulations. With regard to any claim or lawsuit tendered to the Contractor, regardless of whether a reservation of rights is issued, the Contractor and its defense counsel agree to coordinate all media contact related to the claim or lawsuit with the County.
24. **WASTE PREVENTION AND RECYCLING:** Contractor shall ensure recyclable and compostable items generated in Pharmacy, Clinics, and onsite office operations are separated appropriately by contractor staff and disposed of in appropriate hauler provided collection containers. At minimum, the following materials shall be sorted, managed, and disposed of to ensure recycling:
- a. Compostable items and food waste;
 - b. Corrugated cardboard;
 - c. Mixed office paper;
 - d. Paperboard packaging;
 - e. Hard plastic packaging, e.g. plastic bottles; and
 - f. Other packaging materials acceptable in hauler provided recycling program.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
Request Issued	February 2, 2016	
Site Clearance Form Due	February 9, 2016	
Written Questions Due	by 5:00 p.m. on February 17, 2016	
*Networking/Site Visit/Bidders Conference #1	February 16, 2016 @ 2:00 p.m.	at: Santa Rita Jail Room TBD 5325 Broder Blvd Dublin, CA
*Networking/Bidders Conference #2	February 17, 2016 @ 10:00 a.m.	at: Glenn E. Dyer Det. Facility Room TBD 550 6 th Street Oakland, CA
Addendum Issued	March 4, 2016	
Response Due	March 31, 2016 by 2:00 p.m.	
Evaluation Period	April 1 – May 3, 2016	
Vendor Interviews	April 21, 2016	
Board Consideration Award Date	June 7, 2016	
Contract Start Date	July 1, 2016	

* Includes a tutorial of how to register and use Online Bid Process.

Note: Award and start dates are approximate.

E. NETWORKING / BIDDERS CONFERENCES

1. **Site Visits of all facilities are MANDATORY.** County shall permit between 2-5 members from each organization into the facilities for site visits. In the event your organization requires more than 5 individuals prior consent from County is required. This request should be submitted in writing by February 9, 2016 to the contract specialist listed below.
2. **Bidders must complete in its entirety Exhibit D - Alameda County Sherriff's Office Security Site Clearance form attached to this RFP.** Bidders must complete all fields divulging any criminal activity and dates. Forms must be emailed, mailed, or faxed for receipt by February 9, 2016 to allow processing and notification of approval prior to the scheduled site visits (February 16– 17, 2016).

Return your completed form to:

Umiika Wright, Lead Procurement & Contracts Specialist
Alameda County, GSA–Procurement
1401 Lakeside Drive, Suite 907
Oakland, CA 94612
E-Mail: Umiika.Wright@acgov.org
PHONE: (510) 208-9607

3. Networking/bidders conferences will be held to:
 - a. Provide an opportunity for bidders to ask specific questions about the project and request RFP clarification.
 - b. Provide bidders an opportunity to view a site, necessary to respond to this RFP.
 - c. Provide the County with an opportunity to receive feedback regarding the project and RFP.
 - d. Provide the bidders with tutorials on how to submit bid online through Alameda County's Strategic Sourcing Supplier Portal.
4. All questions will be addressed, and the list of attendees will be included, in an RFP Addendum following the networking/bidders conference(s).
5. **Potential bidders are REQUIRED to attend networking/bidders conference(s). Attendance at the networking/bidders conferences, walk-through, and/or site visit are mandatory. Vendors who attend the networking/bidders conference will be added to the Vendor Bid List.**

III. COUNTY PROCEDURES, TERMS, AND CONDITIONS

F. EVALUATION CRITERIA / SELECTION COMMITTEE

All proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis (Completeness of Response, Financial Stability, and Debarment and Suspension) will be evaluated by a County Selection Committee (CSC). The County Selection Committee may be composed of County staff and other parties that may have expertise or experience in comprehensive medical care services. The CSC will score and recommend a Contractor in accordance with the evaluation criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

All contact during the evaluation phase shall be through the GSA–Procurement department only. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the CSC may result in disqualification of Bidder.

The CSC will evaluate each proposal meeting the qualification requirements set forth in this RFP. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFP, the County intends to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the bidder(s) that proposes the County the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced response.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of bidders' proposals. Proposals will be evaluated according to each Evaluation Criteria, and scored on the zero to five-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

The evaluation process may include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of bidders that will continue to the final stage of oral presentation and interview and reference

checks. The preliminary scoring will be based on the total points, excluding points allocated to references, oral presentation, and interview.

If the two-stage approach is used, the four bidders receiving the highest preliminary scores and with at least 200 points will be invited to an oral presentation and interview. Only the bidders meeting the short list criteria will proceed to the next stage. All other bidders will be deemed eliminated from the process. All bidders will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to bidders.

The zero to five-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFP specification. The approach has no probability of success. If a mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria and their respective weights are as follows:

	Evaluation Criteria	Weight
A.	Completeness of Response: Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be	Pass/Fail

	<p>considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p> <p>Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.</p>	
	<p>Debarment and Suspension: Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at www.sam.gov</p>	Pass/Fail
	Meeting Minimum Qualifications	Pass/Fail
	<p>Site Visit: All bidders are required to attend the mandatory site visits, in order to bid on this RFP.</p>	Pass/Fail
B.	<p>Demonstration of Qualifications (RFP pages 9-16)</p> <ul style="list-style-type: none"> a. Staff Qualifications (5 Total) <ul style="list-style-type: none"> (1) Licensing and Credentialing b. Medical Records System (5 Total) <ul style="list-style-type: none"> (1) Medical Records System (2) Examples of Medical Records system c. Services (10 Total) <ul style="list-style-type: none"> (1) General Description (2) Infectious Outbreak (3) Development and Implementation of Programs (4) Medical Care Management (5) Mental Health Services (6) Pharmacy Services (7) Health Screening (8) Prenatal, Pregnant and Postpartum Services (9) Family Services d. Coordination of Special and Outside Services (6 Total) <ul style="list-style-type: none"> (1) Consulting Medical Specialties (2) Experience and Protocols (3) Emergency Services (4) Disaster Services 	45 Points

	<p>e. Quality Assurance/Oversight/Reporting (5 Total)</p> <ul style="list-style-type: none"> (1) Protocols (2) Health Appraisal (3) Coordination and Cooperation (4) Participation <p>f. Structure and Litigation (4 Total)</p> <ul style="list-style-type: none"> (1) Organization (2) Penalties and Fines (3) Terminated Contracts (4) Litigation <p>g. Protocols (5 Total)</p> <p>h. Transition Plan (5 Total)</p>	
C.	<p>Cost:</p> <p>The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each bidder's total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> 1. Reasonableness (i.e., does the proposed pricing accurately reflect the bidder's effort to meet requirements and objectives?); 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and 3. Affordability (i.e., the ability of the County to finance). Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford. 	15 Points
D.	<p>Experience and Overall Proposal</p> <p>Proposals will be evaluated against the RFP specifications and the qualification of the proposed staff, the experiences, and qualifications of the provider and overall proposal to provide services to inmates.</p>	15 Points
E.	References (See Exhibit A – Bid Response Packet)	10 Points

F.	Oral Presentation and Interview: The oral presentation by each bidder shall not exceed sixty (60) minutes in length. The oral interview will consist of standard questions asked of each of the bidders and specific questions regarding the specific proposal. The proposals may then be re-evaluated and re-scored based on the oral presentation and interview.	15 Points
SMALL LOCAL EMERGING BUSINESS PREFERENCE		
	Small and Local or Emerging and Local Preference: Points equaling five percent (5%) of bidder's total score, for the above Evaluation Criteria, will be added. This will be the bidder's <u>final score</u> for purposes of award evaluation.	Five Percent (5%)

G. CONTRACT EVALUATION AND ASSESSMENT

During the initial sixty (60) day period of any contract, which may be awarded to Contractor, the CSC and/or other persons designated by the County may meet with the Contractor to evaluate the system and service performance and to identify any issues or potential problems.

The County reserves the right to determine, at its sole discretion, whether:

1. Contractor has complied with all terms of this RFP; and,
2. Any problems or potential problems with the proposed equipment, systems and services were evidenced which make it unlikely (even with possible modifications) that such equipment, systems and services have met the County requirements.

If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's services as contracted for therein, the Contractor will be notified of contract termination effective forty-five (45) days following notice. Contractor shall be responsible for the removal of any equipment or systems returning County facilities to their original state at no charge to the County. The County will have the right to invite the next highest ranked bidder to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

H. NOTICE OF RECOMMENDATION TO AWARD

1. At the conclusion of the RFP response evaluation process ("Evaluation Process"), all bidders will be notified in writing by e-mail, fax, or US Postal Service mail, of

the contract award recommendation, if any, by GSA–Procurement. The document providing this notification is the Notice of Recommendation to Award.

The Notice of Recommendation to Award will provide the following information:

- a. The name of the bidder being recommended for contract award; and,
 - b. The names of all other parties that submitted proposals.
2. At the conclusion of the RFP response evaluation process, debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror's bid.
 - a. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder.
 - b. Debriefing may include review of successful bidder's proposal with redactions as appropriate.
 3. The submitted proposals shall be made available upon request no later than five (5) calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

I. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFP, will be three (3) years.
2. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for an additional two-year term, with an option for one additional year at agreed prices with all other terms and conditions remaining the same

J. AWARD

1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The committee will recommend award to the bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest price.
3. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to

waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.

4. The County reserves the right to award to a single or multiple Contractors.
5. The County has the right to decline to award this contract or any part thereof for any reason.
6. Board approval to award a contract is required.
7. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.

Final Standard Agreement terms and conditions will be negotiated with the selected bidder. A draft copy of the Standard Services Agreement that will be used for this contract is attached as Exhibit I. Any terms that a bidder wishes to negotiate must be identified on the EXCEPTIONS, CLARIFICATIONS, AMENDMENTS form in the Bid Response Packet.

8. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

K. METHOD OF ORDERING

1. A written PO and signed Standard Agreement contract will be issued upon Board approval
2. POs and Standard Agreements will be faxed, transmitted electronically or mailed and shall be the only authorization for the Contractor to place an order.
3. POs and payments for products and/or services will be issued only in the name of Contractor.
4. Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.

L. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.

2. County will use best efforts to make payment within thirty (30) days following receipt and review of invoice and upon complete satisfactory receipt of product and performance of services.
3. County shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
5. Contractor shall utilize standardized invoice upon request.
6. Invoices shall only be issued by the Contractor who is awarded a contract.
7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.
8. The County will pay Contractor monthly or as agreed upon, not to exceed the total quoted in the bid response.

M. ACCOUNT MANAGER / SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder's response to this RFP and any contract which may arise pursuant to this RFP.
2. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
3. Contractor account manager shall be familiar with County requirements and standards and work with the ACSO and other County assigned personnel to ensure that established standards are adhered to.
4. Contractor account manager shall keep the County Specialist informed of requests from departments as required.

IV. INSTRUCTIONS TO BIDDERS

N. COUNTY CONTACTS

GSA–Procurement is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA–Procurement department only.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded. Bidders shall not contact or lobby evaluators during the evaluation process. Attempts by Bidder to contact evaluators may result in disqualification of bidder.

All questions regarding these specifications, terms, and conditions are to be submitted in writing, preferably via e-mail by 5:00 p.m. on February 17, 2016. **Error! Reference source not found.** to:

Umiika Wright, Lead Procurement & Contracts Specialist
Alameda County, GSA–Procurement
1401 Lakeside Drive, Suite 907
Oakland, CA 94612
E-Mail: Umiika.Wright@acgov.org
Phone: (510) 208-9607

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes, and Addenda. Go to http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp to view current contracting opportunities.

O. SUBMITTAL OF BIDS

1. All bids must be completed and successfully uploaded through Alameda County Strategic Sourcing Supplier Portal BY 2:00 p.m. on the due date specified in the Calendar of Events. Technical difficulties in downloading/submitting documents through the Alameda County Strategic Sourcing Supplier Portal shall not extend the due date and time.
2. Bidders **must** also submit an attached electronic copy of their proposal. The electronic copy must be in a single file (PDF with OCR preferred), and shall be an **exact** scanned image of the original hard copy Exhibit A – Bid Response Packet, including additional required documentation.
3. No email (electronic) or facsimile bids will be considered.
4. All costs required for the preparation and submission of a bid shall be borne by Bidder.

5. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state's Corporations Code or an equivalent statute.
6. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed its evaluation, a recommended award has been made by the County Selection, and the contract has been fully negotiated with the intended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five (5) calendar days before the recommendation to award and enter into a contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will receive mailed recommend to award/non-award notification(s), which will include the name of the bidder to be recommended for award of this project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.
7. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.
8. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
9. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
10. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder

further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.

11. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
12. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the Bid Documents.

P. RESPONSE FORMAT

1. Bid responses must be submitted online through Alameda County Strategic Sourcing Supplier Portal.
2. Bid responses are to be straightforward, clear, concise, and specific to the information requested.
3. In order for bids to be considered complete, Bidder **must** provide responses to all information requested. See Exhibit A – Bid Response Packet.
4. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP/Q may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Please refer to the County's website at:
<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.



EXHIBIT A

BID RESPONSE PACKET

RFP No. 901426 – Comprehensive Medical Care

To: The County of Alameda

From: _____

(Official Name of Bidder)

- **AS DESCRIBED IN THE SUBMITTAL OF BIDS SECTION OF THIS RFP, BIDDERS ARE TO SUBMIT ONE (1) ELECTRONIC COPY OF THE BID IN PDF (with OCR preferred). THE ELECTRONIC COPY MUST HAVE ALL APPROPRIATE PAGES SIGNED**
- **ALL PAGES OF THE BID RESPONSE PACKET (EXHIBIT A) MUST BE SUBMITTED THROUGH STRATEGIC SOURCING SUPPLIER PORTAL AS PDF ATTACHMENT(S) IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES OF EXHIBIT A (OR ITEMS THEREIN) NOT APPLICABLE TO THE BIDDER MUST STILL BE SUBMITTED AS PART OF A COMPLETE BID RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED "N/A"**
- **BIDDERS SHALL NOT SUBMIT TO THE COUNTY A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A – BID RESPONSE PACKET OR ANY OTHER COUNTY-PROVIDED DOCUMENT**
- **ALL NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING BID**
- **BIDDER MUST QUOTE PRICE(S) AS SPECIFIED IN RFP DOCUMENT AND AS SPECIFIED IN THE STRATEGIC SOURCING SUPPLIER PORTAL EVENT**
- **BIDDERS MUST ATTACH DOCUMENTATION/EXPLANATION OF HOW THEY MEET EACH OF THE QUALIFICATIONS AND REQUIREMENT. BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE BID PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR BIDS REJECTED IN TOTAL**
- **IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP, INCLUDING THOSE TO THE COUNTY SLEB POLICY, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT A – BID RESPONSE PACKET IN ORDER FOR THE BID RESPONSE TO BE CONSIDERED COMPLETE**

BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the Bid Documents, including, without limitation, the RFP, Addenda, and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP No. 901426 – Comprehensive Medical Care.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, the requirements under the County Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
 - **Bid Protests / Appeals Process**
[<http://www.acgov.org/gsa/departments/purchasing/policy/bidappeal.htm>]
 - **Debarment / Suspension Policy**
[<http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm>]
 - **Iran Contracting Act (ICA) of 2010**
[<http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm>]
 - **General Environmental Requirements**
[<http://www.acgov.org/gsa/departments/purchasing/policy/envIRON.htm>]
 - **General Requirements**
[<http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm>]
 - **Proprietary and Confidential Information**
[<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>]
6. The undersigned acknowledges that Bidder will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated Bid Documents.
7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
8. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and

expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.

9. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – Bid Response Packet, the Contractor agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

Official Name of Bidder: _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

SIGNATURE: _____

Name and Title of Signer: _____

Dated this _____ day of _____ 20_____

BID FORM

Online Bid Process

<https://ezsourcing.acgov.org/psp/SS/SUPPLIER/ERP/h/?tab=DEFAULT>

COST SHALL BE SUBMITTED ON EXHIBIT A AS IS. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED. Bid responses that do not comply will be subject to rejection in total. The cost quoted shall include all taxes and all other charges, including travel expenses, and is the cost the County will pay for the three-year term of any contract that is a result of this bid.

Quantities listed on Alameda County **Strategic Sourcing Supplier Portal** are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

By submission through the Alameda County **Strategic Sourcing Supplier Portal** Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the Alameda County Strategic **Sourcing Supplier Portal** and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.) and attached it as PDF file(s) to their online bid submissions through Strategic Sourcing Supplier Portal.

1. **Table of Contents:** Bid responses shall include a table of contents listing the individual sections of the proposal/quotation and their corresponding page numbers.
2. **Letter of Transmittal:** Bid responses shall include a description of Bidder's capabilities and approach in providing its services to the County, and provide a brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the County. This synopsis should not exceed three (3) pages in length and should be easily understood.
3. **Exhibit A – Bid Response Packet:** Every bidder must fill out and submit the complete Exhibit A – Bid Response Packet.

(a) Bidder Information and Acceptance:

- (1) Every Bidder must select one choice under Item 10 of page 3 of Exhibit A and must fill out, submit a signed page 4 of Exhibit A.

(b) References:

- (1) Bidders must use the templates on pages 9-10 of this Exhibit A – Bid Response Packet to provide references.
- (2) Bidders are to provide a list of 5 current and 5 former clients. References must be satisfactory as deemed solely by County. References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - Bidder must provide a minimum of 2 references per location where comprehensive medical services are currently being provided.
 - Bidder must provide a minimum of 2 references per location where comprehensive medical services were provided during or before January 2011.
 - Bidders must verify the contact information for all references provided is current and valid.
 - Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.
- (3) The County may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

(c) **Exceptions, Clarifications, Amendments:**

- (1) This shall include clarifications, exceptions, and amendments, if any, to the RFP and associated Bid Documents, and shall be submitted with your bid response using the template on page 11 of this Exhibit A – Bid Response Packet.
 - (2) **THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.**
4. **Key Personnel:** Bid responses shall include the titles of the professions, minimum educational levels, certifications, and licenses the individual in each position is required to have and maintain Staffing levels, with titles and anticipated shifts.
5. **Demonstration of Bidder Qualifications:** Bid responses shall include responses and supporting documentation as requested, and following the numbered format, Section C. **BIDDER QUALIFICATIONS, ITEM 2. Demonstration of Bidder Qualifications.**
6. **Description of the Proposed System:** Bid response shall include a description of the proposed medical and pharmaceutical systems, as it will be finally configured during the term of the contract. The description shall specify how the proposed systems will meet or exceed the requirements of the County and shall explain any advantages that this proposed system would have over other possible systems. The description shall include any disadvantages or limitations that the County should be aware of in evaluating the proposal.
7. **Description of the Proposed Services:** Bid response shall include detailed information and documentation for the proposed services outlined within the RFP. Response shall include the following: General Description, Infectious Outbreak, Development and Implementation of Programs, Medical Care Management, Mental Health Services, Pharmacy Services, Health Screening, Prenatal, Pregnant and Postpartum Services, Family Services, Coordination of Special and Outside Services, Consulting Medical Specialties, Experience and Protocols, Emergency Services, Disaster Services, Quality Assurance/Oversight/Reporting, Protocols, Health Appraisal, Coordination and Cooperation, and Participation.
8. **Transition Plan:** Bid response must include a proposed or sample implementation plan for transition of health care services from existing providers.



CURRENT REFERENCES

RFP No. 901426 Comprehensive Medical Care

Note: Proposer must list a minimum of two individuals for each correctional facility where proposer is currently providing services.

Bidder Name: _____

Company Name:	Contact 1:	Contact 2:
Address:	Telephone 1:	Telephone 2 :
City, State, Zip:	E-mail 1:	E-mail 2:
Services Provided / Date(s) of Service:		

Company Name:	Contact 1:	Contact 2:
Address:	Telephone 1:	Telephone 2 :
City, State, Zip:	E-mail 1:	E-mail 2:
Services Provided / Date(s) of Service:		

Company Name:	Contact 1:	Contact 2:
Address:	Telephone 1:	Telephone 2 :
City, State, Zip:	E-mail 1:	E-mail 2:
Services Provided / Date(s) of Service:		

Company Name:	Contact 1:	Contact 2:
Address:	Telephone 1:	Telephone 2 :
City, State, Zip:	E-mail 1:	E-mail 2:
Services Provided / Date(s) of Service:		

Company Name:	Contact 1:	Contact 2:
Address:	Telephone 1:	Telephone 2 :
City, State, Zip:	E-mail 1:	E-mail 2:
Services Provided / Date(s) of Service:		



FORMER REFERENCES

RFP No. 901426 Comprehensive Medical Care

NOTE: These References must include correctional facilities where proposer was providing service during or before January 2011.

Bidder Name: _____

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP No. 901426 Comprehensive Medical Care

Bidder Name: _____

List below requests for clarifications, exceptions, and amendments, if any, to the RFP and associated Bid Documents, and submit with your bid response. Any exceptions and amendments to terms the BIDDER desires to negotiate on the Services Contract, as included in this RFP, MUST be identified below.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Vendor takes exception to...</i>

*Print additional pages as necessary



EXHIBIT B

INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Bid Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFP, prior to award. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit B – Insurance Requirements.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFP:

***** SEE NEXT PAGE FOR COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS *****

EXHIBIT B
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$2,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional, Medical and Hospital Liability	\$3,000,000 per occurrence \$10,000,000 minimum aggregate
E	Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: ALL INSURANCE REQUIRED ABOVE WITH THE EXCEPTION OF PROFESSIONAL LIABILITY, COMMERCIAL OR BUSINESS AUTOMOBILE LIABILITY, WORKERS' COMPENSATION AND EMPLOYERS LIABILITY, SHALL BE ENDORSED TO NAME AS ADDITIONAL INSURED: COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND REPRESENTATIVES. THE ADDITIONAL INSURED ENDORSEMENT SHALL BE AT LEAST AS BROAD AS ISO FORM NUMBER CG 20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 5 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencement of any operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to the Department/Agency issuing the contract 	



EXHIBIT C

VENDOR BID LIST

RFP No. 901426 Comprehensive Medical Care

Below is the Vendor Bid List for this project consisting of vendors who have responded to RFP No. 900324 and/or been issued a copy of this RFP. This Vendor Bid List is being provided for informational purposes to assist bidders in making contact with other businesses as needed to develop local small and emerging business subcontracting relationships to meet the requirements of the Small Local Emerging Business (SLEB) Program: <http://www.acgov.org/gsa/departments/purchasing/policy/slebpref.htm>.



EXHIBIT D

RFP No. 901426 Comprehensive Medical Care

Due February 9, 2016

ALAMEDA COUNTY SHERIFF'S OFFICE

SECURITY SITE CLEARANCE

PLEASE TYPE OR PRINT

LAST NAME: _____ FIRST: _____ MI: _____ DOB: _____

ADDRESS: _____ CITY: _____ APT: _____ ZIP: _____

RESIDENCE PHONE: _____ BUSINESS PHONE: _____ RACE: _____ SEX: _____

AGE: _____ HEIGHT: _____ WEIGHT: _____ EYES: _____ HAIR: _____

DRIVER'S LICENSE #: _____ STATE: _____ SSN: _____

CONTRACTOR EMPLOYER: _____ JOB TITLE: _____ SUPV: _____

REASON FOR VISIT: _____ DATE OF VISIT: _____

START DATE: _____ PERMANENT POSITION: _____ TEMPORARY POSITION: _____

PERSON TO NOTIFY IN CASE OF EMERGENCY: _____ PHONE: _____

DO YOU CURRENTLY KNOW ANYONE IN CUSTODY IN THE ALAMEDA COUNTY JAIL SYSTEM? YES ☐ NO ☐
(THIS INCLUDES FAMILY, FRIENDS, ASSOCIATES, ETC.)
HAVE YOU EVER BEEN ARRESTED BY ANY LAW ENFORCEMENT AGENCIES? YES ☐ NO ☐
HAVE YOU EVER BEEN CHARGED WITH ANY TYPE OF CRIMINAL OFFENSE? YES ☐ NO ☐
HAVE YOU EVER BEEN CONVICTED OF ANY TYPE OF CRIMINAL OFFENSE? YES ☐ NO ☐
HAVE YOU EVER BEEN ACCUSED OF SEXUAL ABUSE/HARASSMENT? YES ☐ NO ☐

FAILING TO LIST AN ARREST OR CONVICTION WOULD BE BASIS FOR DENIAL.

IF YOU HAVE BEEN ARRESTED OR CHARGED WITH A CRIME EXPLAIN BELOW

DATE	CHARGE	ARRESTING AGENCY	DISPOSITION
------	--------	------------------	-------------

(IF MORE SPACE IS REQUIRED USE AN ADDITIONAL SHEET OF PAPER)

I UNDERSTAND THAT I AM SUBJECT TO AND GIVE MY CONSENT TO BE SEARCHED, INCLUDING MY PERSON, AFFECTS AND VEHICLE AT ALL TIMES THAT I AM ON JAIL PROPERTY.

FURTHERMORE, IF ANYONE I KNOW COMES INTO CUSTODY WITHIN THE ALAMEDA COUNTY JAIL SYSTEM, I WILL NOTIFY THE CLASSIFICATION UNIT SERGEANT IN WRITING WITHIN 24 HOURS.

THIS STATEMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND ANY FALSE STATEMENT IS CAUSE FOR MY SITE CLEARANCE TO BE REVOKED.

APPLICANT SIGNATURE: _____ DATE: _____

(APPLICANT: KEEP A COPY OF THIS FORM FOR YOUR REFERENCE)

DMV: _____	REMARKS: _____
JPQN: _____	REMARKS: _____
JPPS: _____	REMARKS: _____
WPS: _____	REMARKS: _____
CIB: _____	REMARKS: _____

CLEARANCE DEPUTY: _____ BADGE#: _____ DATE: _____

SUPERVISOR: _____ BADGE#: _____ DATE: _____

APPROVED ☐ DENIED ☐ COMMENTS: _____

GDJ _____ SRJ _____ CRC _____ ID BADGE ISSUED AT DATE: _____

FAX to Backgrounds _____



EXHIBIT E

TITLE 15. CRIME PREVENTION AND CORRECTIONS

RFP No. 901426 Comprehensive Medical Care

Please access through the below link

http://cdcr.ca.gov/Regulations/Adult_Operations/docs/Title15-2015.pdf



EXHIBIT F

RFP No. 901426 Comprehensive Medical Care

Proposed Staffing for Alameda County Jails (Population 3201 - 4000) Proposal Santa Rita Jail

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TBS*	Hrs/ Wk.	FTE
DAY SHIFT										
Health Services Administrator - HSA	8	8	8	8	8				40	1.000
Assistant Administrator - AHSA	8	8	8	8	8				40	1.000
Director of Nursing	8	8	8	8	8				40	1.000
Administrative Assistant	16	16	16	16	8				72	1.800
Nursing Supervisor	8	8	8	8	8	8	8		56	1.400
Medical Secretary	8	8	8	8	8				40	1.000
Medical Director (Physician)	8	8	8	8	8				40	1.000
Physician Services (MD)	32	32	32	32	24	8	8		168	4.200
NP / PA	16	16	16	16	16				80	2.000
RN (8 HR Shifts)	192	192	192	192	192	144	120		1224	30.600
LVN	32	32	32	32	32	16	16		192	4.800
Medical Assistant	64	64	64	64	64				320	8.000
Dentist	16	16	16	16	16				80	2.000
Dental Asst.	8	8	8	8	8				40	1.000
Discharge Plan Coordinator	8	8	8	8	8				40	1.000
Case Manager (Hourly)	4	4	4	4	4				20	0.500
Medical Record Clerk	64	64	64	64	64				320	8.000
Medical Record Supervisor	8	8	8	8	8				40	1.000
Infection Control Coordinator	8	8	8	8	8				40	1.000
Quality Assurance Coordinator	8	8	8	8	8				40	1.000
Director of Women's Health (NP)	8	8	8	8	8				40	1.000
Prenatal Coordinator	8	8		8	8				32	0.800
OBGYN			6						6	0.150
Physical Therapist		6		6					12	0.300
Ortho			4						4	0.100
OTP Coordinator		4							4	0.100
Optometry			8						8	0.200
TOTAL HOURS/FTE-Day									3038	75.950
EVENING SHIFT										
RN (8 HR Shifts)	128	128	128	120	120	120	120		864	21.600
LVN	16	16	16	16	16	8	8		96	2.400
Nursing Supervisor	8	8	8	8	8	8	8		56	1.400
Medical Record Clerk	40	40	40	40	40				200	5.000
TOTAL HOURS/FTE-Evening									1216	30.400
NIGHT SHIFT										
RN (8 HR Shifts)	80	72	72	72	72	72	72		512	12.800
LVN	8	8	8	8	8	8	8		56	1.400
Nursing Supervisor	8	8	8	8	8	8	8		56	1.400
TOTAL HOURS/FTE-Night									624	15.600
TOTAL HOURS/FTE per week									4878	121.950

*TBS= To be scheduled

**Alameda County Jails
Glenn Dyer Detention Facility**

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TBS*	Hrs./ Wk.	FTE
DAY SHIFT										
Nursing Supervisor	8	8	8	8	8				40	1.000
(Physician)	8	8	8	8	8				40	1.000
NP / PA	0	0	0	0	0				0	0.000
RN	32	32	32	32	32	32	32		224	5.600
LVN	0	0	0	0	0	0	0		0	0.000
Medical Record Clerk	24	24	24	24	24				120	3.000
Dentist	8	8	8	8	8				40	1.000
Dental Asst.	8	8	8	8	8				40	1.000
TOTAL HOURS/FTE-Day									504	12.600
EVENING SHIFT										
RN	32	32	32	32	32	32	32		224	5.600
LVN	0	0	0	0	0	0	0		0	0.000
TOTAL HOURS/FTE-Evening									224	5.600
NIGHT SHIFT										
RN	32	32	32	32	32	24	24		208	5.200
LVN	0	0	0	0	0	0	0		0	0.000
TOTAL HOURS/FTE-Night									208	5.200
TOTAL HOURS/FTE per week									936	23.400
TOTAL CONTRACT HOURS/WEEK									5814	
TOTAL CONTRACT FTEs/WEEK										145.350



EXHIBIT G

RFP NO. 901426 COMPREHENSIVE MEDICAL CARE

**Proposed Staffing for
Alameda County Jails (Population 2401 - 3200)
Proposal Santa Rita Jail**

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TBS*	Hrs./ Wk.	FTE
DAY SHIFT										
Health Services Administrator - HSA	8	8	8	8	8				40	1.000
Assistant Administrator - AHSA	8	8	8	8	8				40	1.000
Director of Nursing	8	8	8	8	8				40	1.000
Administrative Assistant	16	16	16	16	8				72	1.800
Nursing Supervisor	8	8		8					24	0.600
Medical Secretary	8	8	8	8	8				40	1.000
Medical Director (Physician)	4	4	4	4	4				20	0.500
Physician Services (MD)	24	24	24	24	16	8	8		128	3.200
NP / PA	12	12	12	12	12				60	1.500
RN (8 HR Shifts)	176	176	176	176	176	112	112		1104	27.600
LVN	0	0	0	0	0	0	0		0	0.000
Medical Assistant	48	48	48	48	48				240	6.000
Dentist	16	16	16	16	16				80	2.000
Dental Asst.	8	8	8	8	8				40	1.000
Discharge Plan Coordinator	8	8	8	8	8				40	1.000
Case Manager (Hourly)	4	4	4	4	4				20	0.500
Medical Record Clerk	56	56	56	56	56				280	7.000
Medical Record Supervisor									0	0.000
Infection Control Coordinator	4	4	4	4	4				20	0.500
Quality Assurance Coordinator	8	8	8	8	8				40	1.000
Director of Women's Health (NP)	8	8	8	8	8				40	1.000
Prenatal Coordinator	8	8		8					24	0.600
OBGYN			6						6	0.150
Physical Therapist		6		6					12	0.300
Ortho			4						4	0.100
OTP Coordinator		4							4	0.100
Optometry			8						8	0.200
TOTAL HOURS/FTE-Day									2426	60.650
EVENING SHIFT										
RN (8 HR Shifts)	112	112	112	112	112	112	112		784	19.600
LVN	0	0	0	0	0	0	0		0	0.000
Nursing Supervisor	8	8	8	8	8	8	8		56	1.400
Medical Record Clerk	40	40	40	40	40				200	5.000
TOTAL HOURS/FTE-Evening									1040	26.000
NIGHT SHIFT										
RN (8 HR Shifts)	49	64	64	64	64	64	64		433	10.825
LVN	0	0	0	0	0	0	0		0	0.000
Nursing Supervisor	8	8	8	8	8	8	8		56	1.400
TOTAL HOURS/FTE-Night									489	12.225
TOTAL HOURS/FTE per week									3955	98.875

*TBS= To be scheduled

**Alameda County Jails
Glenn Dyer Detention Facility**

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TBS*	Hrs./ Wk.	FTE
DAY SHIFT										
Nursing Supervisor	8	8	8	8	8				40	1.000
Medical Director (Physician)	4	4	4	4	4				20	0.500
NP / PA	4	4	4	4	4				20	0.500
RN	32	32	32	32	32	32	32		224	5.600
LVN	0	0	0	0	0	0	0		0	0.000
Medical Record Clerk	12	12	12	12	12				60	1.500
Dentist	8	8	8	8	8				40	1.000
Dental Asst.	8	8	8	8	8				40	1.000
TOTAL HOURS/FTE-Day									444	11.100
EVENING SHIFT										
RN	32	32	32	32	32	32	32		224	5.600
LVN	0	0	0	0	0	0	0		0	0.000
TOTAL HOURS/FTE-Evening									224	5.600
NIGHT SHIFT										
RN	24	24	24	24	24	24	24		168	4.200
LVN	0	0	0	0	0	0	0		0	0.000
TOTAL HOURS/FTE-Night									168	4.200
TOTAL HOURS/FTE per week									836	20.900
TOTAL CONTRACT HOURS/WEEK									4791	
TOTAL CONTRACT FTEs/WEEK										119.775



EXHIBIT H

RFP No. 901426 Comprehensive Medical Care

Proposed Staffing for

Alameda County Jails (Population 1900 to 2400)

Proposal Santa Rita Jail

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TBS*	Hrs./ Wk.	FTE
DAY SHIFT										
Health Services Administrator - HSA	8	8	8	8	8				40	1.000
Assistant Administrator - AHSA	8	8	8	8	8				40	1.000
Director of Nursing	8	8	8	8	8				40	1.000
Administrative Assistant	16	16	16	16					64	1.600
Nursing Supervisor	8	8	8	8	8	8	8		56	1.400
Medical Secretary	8	8	8	8	8				40	1.000
Medical Director (Physician)	4	4	4	4	4				20	0.500
Physician Services (MD)	16	16	16	16	16	8	8		96	2.400
NP / PA	12	12	12	12	12				60	1.500
RN (8 HR Shifts)	160	160	160	160	160	96	96		992	24.800
LVN	0	0	0	0	0	0	0		0	0.000
Medical Assistant	48	48	48	48	48				240	6.000
Dentist	16	16	16	16	16				80	2.000
Dental Asst.	8	8	8	8	8				40	1.000
Discharge Plan Coordinator	8	8	8	8	8				40	1.000
Case Manager (Hourly)	4	4	4	4	4				20	0.500
Medical Record Clerk	48	48	48	48	48				240	6.000
Medical Record Supervisor									0	0.000
Infection Control Coordinator	4	4	4	4	4				20	0.500
Quality Assurance Coordinator	4	4	4	4	4				20	0.500
Director of Women's Health (NP)	8	8	8	8	8				40	1.000
Prenatal Coordinator	8	8		8					24	0.600
OBGYN			6						6	0.150
Physical Therapist		6		6					12	0.300
Ortho			4						4	0.100
OTP Coordinator		4							4	0.100
Optometry			8						8	0.200
TOTAL HOURS/FTE-Day									2246	56.150
EVENING SHIFT										
RN (8 HR Shifts)	88	88	88	88	88	88	88		616	15.400
LVN	0	0	0	0	0	0	0		0	0.000
Nursing Supervisor	8	8	8	8	8	8	8		56	1.400
Medical Record Clerk	24	24	24	24	24				120	3.000
TOTAL HOURS/FTE-Evening									792	19.800
NIGHT SHIFT										
RN (8 HR Shifts)	40	40	40	40	40	40	40		280	7.000
LVN	0	0	0	0	0	0	0		0	0.000
Nursing Supervisor	8	8	8	8	8	8	8		56	1.400
TOTAL HOURS/FTE-Night									336	8.400
TOTAL HOURS/FTE per week									3374	84.350

*TBS= To be scheduled

Alameda County Jails

Glenn Dyer Detention Facility

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TBS*	Hrs./ Wk.	FTE
DAY SHIFT										
Nursing Supervisor	8	8	8	8	8				40	1.000
Medical Director (Physician)	4	4	4	4	4				20	0.500
NP / PA	4	4	4	4	4				20	0.500
RN	24	24	24	24	24	24	24		168	4.200
LVN	0	0	0	0	0	0	0		0	0.000
Medical Record Clerk	12	12	12	12	12				60	1.500
Dentist	8	8	8	8	8				40	1.000
Dental Asst.	8	8	8	8	8				40	1.000
TOTAL HOURS/FTE-Day									388	9.700
EVENING SHIFT										
RN	24	24	24	24	24	24	24		168	4.200
LVN	0	0	0	0	0	0	0		0	0.000
TOTAL HOURS/FTE-Evening									168	4.200
NIGHT SHIFT										
RN	24	24	24	24	24	24	24		168	4.200
LVN	0	0	0	0	0	0	0		0	0.000
TOTAL HOURS/FTE-Night									168	4.200
TOTAL HOURS/FTE per week									724	18.100
TOTAL CONTRACT HOURS/WEEK									4098	
TOTAL CONTRACT FTEs/WEEK										102.450



EXHIBIT I

RFP No. 901426 Comprehensive Medical Care

COUNTY OF ALAMEDA SERVICE AGREEMENT

This Agreement, dated as of _____, 2016, is by and between the County of Alameda, hereinafter referred to as the "County", and _____, hereinafter referred to as the "Contractor".

V. WITNESSETH

Whereas, County desires to obtain Comprehensive Inmate Medical Care Services which are more fully described in Exhibit A hereto ("Description of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Comprehensive Inmate Medical Care Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Description of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	HIPPA Business Associate Agreement
Exhibit O	The Iran Contracting Act (ICA) OF 2010
Exhibit J	

The term of this Agreement shall be from July 1, 2016 through June 30, 2019

The compensation payable to Contractor hereunder shall not exceed (*dollar amount written out*) (\$ _____) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: _____
Signature

By: _____
Signature

Name: John Glann

Name: _____
(Printed)

Title: Purchasing Agent

Title: _____

Date: _____

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

Approved as to Form:
Donna R Ziegler, County Counsel

By: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **STANDARD OF SERVICES:** In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits. In the event that the Contractor accepts a tender of defense with a reservation of rights, the selection of defense counsel is subject to the approval of the County, and the Contractor agrees to coordinate its defense strategy with the County.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION:

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

- 8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
- 9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
- 10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
- 11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the

request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA

Attn: _____

To Contractor: _____

Attn: _____

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall,

on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

- a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the

County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in above of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its services shall not exceed the amount identified as the maximum amount of the contract set forth below the recitals on page one.
21. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:**

Contractor has been approved by County to participate in contract without SLEB participation. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) via e-mail at ACSLEBcompliance@acgov.org.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and

signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.

- c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification, Ownership of Documents, and Conflict of Interest, shall survive termination or expiration.
32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. EXTENSION: This agreement may be extended for an additional two years by mutual agreement of the County and the Contractor.
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DESCRIPTION OF SERVICES

SECTION I

1. Contractor shall provide Comprehensive Inmate Medical Services as contained in this Exhibit A
 - a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal 901426, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 - b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

SECTION II

Contractor shall have and maintain the following minimum qualifications:

- II. *NCCHC Accreditation.* Contractor must obtain, within 180 days of contract start date, National Commission on Correctional Health Care ("NCCHC") accreditation for an Opioid Treatment Program. Contractor shall operate the onsite methadone detoxification program for inmates who were enrolled in a methadone maintenance treatment program in the community prior to incarceration in accordance with all NCCHC standards.
- III. *Staff Minimum Qualifications.* The medical professionals providing services through the Contractor, including doctors and nurses, **MUST** individually meet and maintain the following minimum qualifications.
- Q. *Supervising Doctors and Nurses.* Each supervising doctor and nurse must have a California license and have at least three (3) years' experience in medical practice at a correctional facility after obtaining his or her credentials.
- R. *Health Services Administrator.* The Health Services Administrator must have at least three (3) years' experience providing similar services in a detention and/or correctional facility.
- S. *Other Supervisors.* All other supervisors must have at least three (3) years' experience in the profession providing similar services in a detention and/or correctional facility.
- T. *Non-supervising providers.* All service providers, employees, and subcontractors working at the detention and correction facilities must pass and maintain, to the satisfaction of ACSO, a security and background check to be performed by ACSO. Failure to pass, divulge information, or comply with the background process will eliminate personnel from entry into ACSO facilities.

SECTION III

Contractor shall provide services as follows:

This section will incorporate all of the Specific Requirements contained in the RFP and the proposal of the successful bidder

EXHIBIT B

PAYMENT TERMS

1. County will make reasonable efforts to make payment to Contractor upon successful completion and acceptance of the services provided within thirty (30) days upon receipt and approval of invoice.
2. Contractor shall invoice County monthly for services provided during the calendar month.
 - a. Contractor shall charge no more than the following amounts based on the Average Daily Population (ADP) averaged from the first day of the month to the last day of the month:

	Year 1	Year 2	Year 3
i. Matrix 1 (1900-2400)	\$ _____	\$ _____	\$ _____
ii. Matrix 2 (2401-3200)	\$ _____	\$ _____	\$ _____
iii. Matrix 3 (3201-4000)	\$ _____	\$ _____	\$ _____
 - b. Contractor shall include a credit for all Positions/Work Posts that were not staffed for any shift during the month.
 - c. If the ADP drops below 1900 or above 4000 for more than a 90 day period, Contractor shall meet with County to negotiate and amend the Contract to include a reduced cost for the lower ADP range or an increased cost for the higher ADP range.
3. Invoices will be reviewed for approval by the County, by the Alameda County Sheriff's Office Finance Department.
4. Total payment under the terms of this Agreement will not exceed the total amount of _____. This cost includes all taxes and all other charges.
5. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$2,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional, Medical and Hospital Liability	\$3,000,000 per occurrence \$10,000,000 minimum aggregate
E	<p>Endorsements and Conditions:</p> <p>9. ADDITIONAL INSURED: ALL INSURANCE REQUIRED ABOVE WITH THE EXCEPTION OF PROFESSIONAL LIABILITY, COMMERCIAL OR BUSINESS AUTOMOBILE LIABILITY, WORKERS' COMPENSATION AND EMPLOYERS LIABILITY, SHALL BE ENDORSED TO NAME AS ADDITIONAL INSURED: COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND REPRESENTATIVES. THE ADDITIONAL INSURED ENDORSEMENT SHALL BE AT LEAST AS BROAD AS ISO FORM NUMBER CG 20 38 04 13.</p> <p>10. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 5 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</p> <p>11. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</p> <p>12. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</p> <p>13. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</p> <p>14. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:</p> <ul style="list-style-type: none"> • Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. • Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. <p>15. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</p> <p>16. CERTIFICATE OF INSURANCE: Before commencement of any operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to the Department/Agency issuing the contract</p>	

EXHIBIT O

COUNTY OF ALAMEDA

THE IRAN CONTRACTING ACT (ICA) OF 2010

For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception:

NAME: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____



EXHIBIT J

RFP No. 901426 Comprehensive Medical Care HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and _____, ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.

- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical, and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.
- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.

- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business

Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation, or expiration of this Exhibit shall survive said termination, cancellation, or expiration, and shall continue to bind Business Associate, its agents, employees, contractors, and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations, and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by CONTRACTOR:

Name: _____

By (Signature): _____

Print Name: _____

Title: _____