

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # \*B-3

Urgent

Routine

AGENDA DATE August 7, 2012

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Accept the Request for Early Termination of the Inmate Health Care Provider Agreement between California Correct Care Solutions, PC, and the County of Stanislaus and to Issue a Request for Proposals for Inmate Health Care Services

STAFF RECOMMENDATIONS:

1. Authorize the Chief Executive Officer to accept the request of California Correct Care Solutions, PC, to early exit its contract with Stanislaus County no earlier than January 1, 2013, but continuing until transition to a new provider has been completed.
2. Authorize the County's Purchasing Agent to issue a Request for Proposals for inmate health care services.

FISCAL IMPACT:

The current annual contract for inmate health care services is \$7.9 million and is included in the Jail Medical Program Adopted Proposed Budget for Fiscal Year 2012-2013. The monthly amount, approximately \$660,000 will be paid to the current contractor throughout the next several months for services rendered as specified in the contract and until a new provider is chosen through the Request for Proposals process.

BOARD ACTION AS FOLLOWS:

No. 2012-405

On motion of Supervisor Withdraw, Seconded by Supervisor De Martini  
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withdraw, De Martini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: Monteith

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Accept the Request for Early Termination of the Inmate Health Care Provider Agreement between California Correct Care Solutions, PC, and the County of Stanislaus and to Issue a Request for Proposals for Inmate Health Care Services

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**DISCUSSION:**

California Correct Care Solutions, PC (CCCS) was awarded the contract for the provision of inmate health care services for Stanislaus County beginning July 1, 2009. The initial term of the agreement was for the period of July 1, 2009, through June 30, 2014, with the possibility of two one year extensions for a total term of seven years. The contract has been amended twice since the initial agreement was signed. The first amendment was approved by the Board of Supervisors on September 21, 2010, to be retroactive to July 1, 2010. The amendment reduced the annual contract amount as a result of the closing of 270 beds at the Honor Farm. It also increased the amount to provide additional staffing to cover the relocation of un-sentenced female inmates to the Minimum Housing Unit, and included the new provision of psychiatric services at the Juvenile Hall facility. The second amendment was approved by the Board on April 17, 2012, and focused on changes to the medical staffing pattern of the jail facilities.

On July 20, 2012, CCCS sent a letter to the County requesting early termination of the contract. Cited were numerous challenges from the beginning of the contract, coupled with changing California laws related to inmate healthcare, resulting in a negative financial impact to CCCS. They proposed that the Contract would terminate no earlier than January 1, 2013, but continue until transition to a new provider can be completed in order to assure continuity of care. The County acknowledges the challenges of the contractor in providing stable leadership with key positions such as the Medical Director and the Health Services Administrator and on that basis recommends acceptance of the early termination request. This will allow the County the opportunity to seek other options available for the provision of health care services to inmates.

The County Purchasing Agent is prepared to issue a Request for Proposals (RFP) for inmate health care services. The scoring and evaluation schedule that is a part of the RFP is divided into three phases: financial soundness, experience and qualifications, and pricing. Pricing accounts for 25% of the evaluation and the remaining percentages are reflected in the following chart:

Approval to Accept the Request for Early Termination of the Inmate Health Care Provider Agreement between California Correct Care Solutions, PC, and the County of Stanislaus and to Issue a Request for Proposals for Inmate Health Care Services  
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<b>EVALUATION CATEGORIES – THREE PHASES</b>	
<b>PHASE I – FINANCIAL REPORT</b>	<b>MAXIMUM POINTS</b>
Review and Evaluate Proposal Submission and Financial Report	PASS/FAIL
<b>PHASE II – QUALIFICATION PROPOSAL</b>	<b>MAXIMUM POINTS</b>
<b>A. Medical Care Services</b>	
Experience and qualification of firm	10
Experience and qualification of proposed staff	25
Service delivery proposal and capabilities	<u>40</u>
<b>Maximum Available Points – Phase II (Medical Care Services)</b>	75
<b>B. Mental Health Services</b>	
Experience and qualification of firm	10
Experience and qualification of proposed staff	25
Service delivery proposal and capabilities	<u>40</u>
<b>Maximum Available Points – Phase II (Mental Health Services)</b>	75

The RFP and sample Agreement for the provision of detainee health care services, including medical, dental, vision, and mental health are available from the Clerk of the Board’s Office. It is recommended that the Board authorize the issuance of this Request for Proposals.

**POLICY ISSUES:**

The Board of Supervisors is asked to decide if staff’s recommendations are consistent with the Board Priority of A Safe Community.

**STAFFING IMPACTS:**

Existing staff from the Sheriff’s Office, Probation, and the Chief Executive Office will continue to monitor the services provided and will work with staff from the General Services Agency – Purchasing Division and County Counsel to issue the Request for Proposals.

**CONTACT PERSON:**

Stan Risen, Assistant Executive Officer, (209) 525-6333.



CHIEF EXECUTIVE OFFICE

July 20, 2012

2012 JUL 26 P 3 16

VIA ELECTRONIC COMMUNICATION  
AND REGULAR U.S. MAIL

Stan Risen  
Assistant Executive Officer  
Chief Executive Office, Stanislaus County  
1010 10<sup>th</sup> Street, Suite 6800  
Modesto, California 95354

Re: Early Termination of Contract by and between California CCS, PC and the County of Stanislaus

Dear Mr. Risen:

Per our conversation yesterday, California CCS, PC ("CCCS") respectfully requests to early exit its contract with the County of Stanislaus entered into on April 28, 2009 and amended July 1, 2010 and April 17, 2012 (the "Contract").

CCCS has enjoyed its relationship with the County and is proud to provide comprehensive healthcare services to the inmates and youth of the Sheriff's Department and Probation Department, respectively. Although the healthcare programs have improved tremendously since CCCS began providing services, as evidenced by the recent successful IMQ reaccreditation audit, we believe that due to multiple factors it is in the best interest of both CCCS and the County to early exit the Contract.

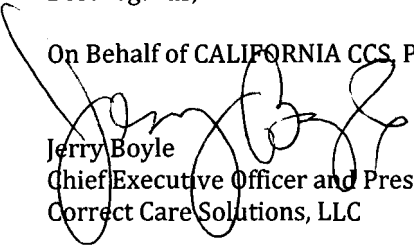
Since the Contract began, California laws related to inmate healthcare have changed, resulting in a negative financial impact to CCCS. Moreover, from the beginning of the Contract, there were numerous challenges. While many challenges have been resolved, the area of identifying stable local leadership for the program continues to be an issue. Because of such, we believe it advisable to consider a change in provider at this time.

A smooth transition to another provider is important to assure continuity of care for our inmates and youth, and because of such, we propose that the Contract terminate no earlier than January 1, 2013 but continue until transition to a new provider has been completed. This will allow you time for planning and an orderly transition. Regardless of when a change occurs, CCCS is committed to providing the same quality comprehensive healthcare services until transition to a new provider has been completed.

We appreciate your consideration of this request and look forward to hearing from you soon.

Best regards,

On Behalf of CALIFORNIA CCS, PC

  
Jerry Boyle  
Chief Executive Officer and President  
Correct Care Solutions, LLC

Cc: Sheriff Adam Christianson  
Ms. Jill Silva



DRAFT

# Request for Proposal

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**RFP #12-31 MP**

**Comprehensive Inmate Medical Care**

**Pre-Conference Date and Time:**

**August 20, 2012 @ 8:30 A.M.**

**Closing Date and Time:**

**September 12, 2012 @ 2:30 p.m.**

Proposers are required to submit an original and five (5) additional copies of their proposal response (including all required attachments) to the address below. Proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope. Failure to do so may cause the proposal to be rejected.

**Deliver to:  
Stanislaus County  
General Service Agency/Purchasing Division  
1010 10<sup>th</sup> Street Suite #5400  
Modesto, CA 95354  
(209) 525-6319**

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**Any changes to this RFP are invalid unless specifically modified by Stanislaus County (County) and issued as a separate addendum document. Should there be any question as to changes to the content of this document, the County's copy shall prevail. All addenda and notices related to this solicitation will be posted by the County on PlanetBids. In the event this RFP is obtained through any means other than PlanetBids, the County will not be responsible for the completeness, accuracy or timeliness of the final RFP document.**

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## SECTION ONE—INTRODUCTION

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### 1.1 Statement of Purpose

The County of Stanislaus (County) is seeking proposals from qualified and experienced organizations for the provision of medical care at the County's Custodial Facilities (defined below) on behalf of the County's Sheriff Department and Probation Department.

While it is the County's intent to award a single contract for both medical care and mental health services beginning February 1, 2013, the County may consider breaking out mental health services and awarding these services separately if it is determined to be in the County's best interest.

The selected proposer must meet all the requirements and expectations listed, as well as all the general contractual requirements mandated by the County. Any specifications and processes defined in this Request for Proposal (RFP) reflect the current environment, but in no way limit response to this solicitation. All proposers, however, must explain thoroughly, how their offering meets the minimum service and deliverable expectations specified in the RFP. Award shall be made to the proposer whose proposal is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County.

This RFP contains the instructions governing the requirements for proposals including the format in which proposal information is to be submitted and the material to be included; the requirements that must be met to be eligible for consideration; and the responsibilities of the proposer before and after implementation.

#### **Background**

Stanislaus County is located in California's Central Valley, and is bordered by San Joaquin on the north, Calaveras and Tuolumne on the east, Merced on the south, and Santa Clara on the west. There are 9 incorporated cities, 22 census designated places and 14 unincorporated communities located in Stanislaus County. The population in 2010 was approximately 514,450.

The County's Custodial Facilities consist of Men's Jail, the Public Safety Center, the Honor Farm and Juvenile Hall. The County's Sheriff's Department manages the Adult Facilities, comprised of the Men's Jail, the Public Safety Center, and the Honor Farm. The County's Probation Department operates Juvenile Hall.

#### Men's Jail:

The Men's Jail is located in downtown Modesto at 1115 H Street. The structure is a three-story linear style jail opened in 1955. The third story was added in 1972 and included the most modern and most secure electric door and security panels for its day.

The Men's Jail has a 396-bed capacity. The average daily inmate population is 376. The Men's Jail receives approximately 1489 bookings (arrests) per month.

The Men's Jail contains facilities for booking and temporary detention of all male inmates and provides housing for all unsentenced and high-risk male prisoners who cannot be housed at the Honor Farm.



#### Public Safety Center:

The Public Safety Center is located six miles south of downtown Modesto at 250 East Hackett Road. It was opened in 1992, with incremental openings of additional modular structures to include a 196-bed minimum facility in 1994. The Public Safety Center is the site of the consolidated jails as well as other Sheriff Offices. The Public Safety Center facility has a 726-bed capacity for medium/maximum security male and female inmates. The Average inmate population is 650. The Public Safety Center receives approximately 354 bookings (arrests) per month.

#### Men's Honor Farm:

The Men's Honor Farm is located at 8224 West Grayson Road, fourteen miles southwest of Modesto. The Honor Farm was relocated and opened at its current site in 1967. Two of the eighty-six bed barracks were lost to fire in June of 2010. Currently, the facility holds an average inmate population of 86.

The Honor Farm houses sentenced inmates and pre-trial inmates. Located in a rural setting, inmates housed here have the ability to participate in outdoor exercise and are permitted open area visits with relatives and friends.

#### Juvenile Hall:

Juvenile Hall is located at 2215 Blue Gum Avenue in Modesto. The Juvenile Hall is a maximum-security detention facility for juveniles who are alleged to have committed criminal offenses prior to their eighteenth birthday. Juveniles who are arrested and not released by law enforcement agencies are delivered to the Probation Officer's custody at Juvenile Hall. Minors who are not released by the Probation Officer or the Juvenile Court are detained at the facility pending completion of their court proceedings. Since it is the only secure facility for juveniles in Stanislaus County, Juvenile Hall also serves as a commitment facility for minors who are ordered by the Juvenile Court to serve a period of incarceration.

The Juvenile Hall has a state-rated capacity of 158 minors. For year 2011 the average daily population was 133, total admissions were 1,600 and the average length of stay was 29 days. While housed at the institution, minors receive comprehensive medical, mental health and educational services.

Stanislaus County is currently in the process of constructing a 47,207 square foot Commitment Facility, which is expected to be operational in Spring of 2013. This facility will operate largely on a self-contained basis within its own secure fenced perimeter. The 60-bed treatment facility will be comprised of three living units; a 30-bed living unit and two 15-bed living units. The facility will be separated from, but directly adjacent to the existing Juvenile Hall and Juvenile Justice Center located at 2215 Blue Gum Ave in Modesto. The existing Juvenile Hall will provide support to the Commitment Facility by providing the following functions and services: juvenile admissions/release/property storage; security and movement control during the graveyard shift; initial medical assessments; and laundry. The Commitment Facility will provide residential programming for post-adjudicated wards, thereby preserving secure beds at the Juvenile Hall for pre-adjudicated juvenile offenders. The facility will be designed to house longer term Juvenile Court commitments and will provide academic and vocational education programs, mental health and substance abuse services, and other programs which promote a sense of self-discipline and responsibility.

## **1.2 Scope of Services**

It is the proposer's responsibility to propose two (2) complete Scopes of Work that explain in detail the proposer's offering for both (A) medical care services and (B) mental health services. Proposers are to use the Scopes of Work for both (A) and (B) as set forth in Appendix B (Medical SOW) and Appendix C (MH SOW). The Medical SOW and MH SOW each contain the minimum list of services and deliverables the selected proposer is expected to provide the County with respect to medical care services and mental health services. This RFP contains the minimum list of services and deliverables the selected proposer is expected to provide the County.

## **1.3 Contract Duration**

The County intends to enter into a contract with an effective period of five (5) years. The County reserves the right to extend this contract on a year-to-year basis for an additional two (2) years; however, in no case shall the renewal extend beyond seven (7) years from the expiration date of the original Agreement. An extension of the term of this contract will be affected through an amendment to the contract. If the extension of the contract necessitates additional funding beyond that which was included in the original contract, the increase in the County's maximum liability will also be affected through an amendment to the contract and shall be based upon rates provided in the original contract and proposal.

## **1.4 Other Government/Publicly Funded Agencies**

If mutually agreeable to all parties, the issuance of any resultant contract and/or purchase order referencing the scope of services and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. All terms and conditions as specified in the agreement shall apply.

## **1.5 Proposal Deadline**

Original proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, RFP Schedule of Events. Proposals shall clearly identify the Project Name, RFP Number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope. Failure to do so will cause the proposal to be rejected. It is the County's recommendation that the delivery method chosen require a receipt confirmation. Proposers shall respond to the RFP and any exhibits, attachments, or amendments. A proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the County. Late proposals shall not be accepted nor shall additional time be granted to any potential proposer.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means unless specifically requested by Stanislaus County General Services Agency (GSA).

## **1.6 Nondiscrimination**

No person shall be excluded from participation in, denied benefits of, discriminated against in the admission or access to, or discriminated against in treatment or employment in the County's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by

federal or California State Constitutional or statutory law. Additionally, no person shall be excluded from participation in, denied benefits of, or otherwise subjected to discrimination in the performance of contracts with the County or in the employment practices of the County's proposers. Accordingly, all proposers entering into contracts with the County shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

#### **1.7 Assistance to Proposers with a Disability**

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the RFP Point of Contact identified in Section 3.1 to request reasonable accommodation no later than the deadline for accommodation requests detailed in the Section 2, RFP Schedule of Events.

**SECTION TWO—RFP SCHEDULE OF EVENTS**

**2.1 Schedule of Events**

The following Schedule of Events represents the County’s best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be prior to 5:00 p.m., Pacific Daylight Time. The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

<b>SCHEDULE OF EVENTS</b>		
<b>1</b>	County Issues Request for Proposal (RFP)	8/7/2012
<b>2</b>	Pre-Conference	8/20/2012
<b>3</b>	Site Visits	8/20/2012
<b>4</b>	Question Deadline	8/31/2012
<b>5</b>	Assistance to Proposers with a Disability Deadline	8/31/2012
<b>6</b>	Submission Deadline— <b>2:30 p.m.</b>	9/12/2012
<b>7</b>	Site visits/Oral interviews (Tentative)	9/17/2012 – 9/21/2012
<b>8</b>	Mail - Notice of Intent to Award (Tentative)	10/12/2012
<b>9</b>	Protest Deadline (Tentative)	10/19/2012
<b>10</b>	Appeals Deadline (Tentative)	11/2/2012
<b>11</b>	Board of Supervisors Authorizes Contract (Tentative)	11/13/2012
<b>12</b>	Proposer Transition (Tentative)	11/13/2012-1/31/2013
<b>13</b>	Begin Contract Services (Tentative)	2/1/2013

**2.2 Pre-Conference Requirement**

<b>MANDATORY ATTENDANCE AT PRE-CONFERENCE</b>	
<input checked="" type="checkbox"/> Yes*	<input type="checkbox"/> No

**\*If attendance is mandatory, Stanislaus County will accept proposals only from those who have attended the Pre-Conference. All other submittals shall be rejected.**

**2.3 Pre-Conference**

A Pre-Conference for all potential proposers is scheduled at the time and date set forth below and in the preceding Section 2.1, Schedule of Events.

<b>PRE-CONFERENCE LOCATION</b>	
<b>Stanislaus County Public Safety Center</b>	
Date: August 20, 2012	Time: 8:30 a.m.
Address: 250 E. Hackett Road	City: Modesto
Conference Room T101	Phone: (209) 525-5637

The purpose of the Pre-Conference is to discuss the work to be performed with the prospective proposers and allow for questions concerning the RFP. Proposers are strongly encouraged to (a) read through this RFP document in its entirety prior to the scheduled Pre-Conference and (b) bring the RFP document in printed format to the scheduled Pre-Conference. The Pre-Conference serves solely to clarify the contents of the RFP and is not intended to provide technical assistance to proposers or to add information to this RFP. The purpose is to answer questions; respond to previously submitted written questions; and clarify any ambiguities. Such clarification may aid potential proposers in deciding whether to submit proposals.

The response to any question that is given orally at the Pre-Conference is to be considered tentative and nonbinding on the County. After the Pre-Conference, the official response to all questions shall be published in writing by issuing an addendum. This is to ensure accurate, consistent responses to all proposers.

**2.4 Site Walk**

Four (4) **mandatory** site walks are available to all potential proposers on August 20, 2012 as set forth below and in the preceding Section 2.1, Schedule of Events.

<b>Public Safety Center</b>	<b>Honor Farm</b>
250 E. Hackett Road, Modesto	8224 West Grayson Road, Modesto
Meet at 11:00 a.m.	Meet at 1:30 p.m.
<b>Men's Jail</b>	<b>Juvenile Hall</b>
1115 H Street, Modesto	2215 Blue Gum Road, Modesto
Meet at 3:00 p.m.	Meet at 4:30 p.m.

The purpose of the Site Walks is to provide an opportunity for all potential proposers to view the four (4) Custodial facilities, which may aid potential proposers in deciding whether to submit proposals.

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**SECTION THREE—GENERAL REQUIREMENTS AND INFORMATION**

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**3.1 Proposal Inquiries**

Questions, in written form, regarding this proposal should be referred to:

RFP POINT OF CONTACT	
<b>Stanislaus County</b>	<b>General Services Agency/Purchasing Division</b>
1010 10 <sup>th</sup> St., Ste. 5400	Modesto, CA 95354-0859
Attn: Melinda Pallotta, Purchasing Supervisor	Phone: 209-567-4958
E-mail: <a href="mailto:PallottaM@stancounty.com">PallottaM@stancounty.com</a>	Fax: 209-525-7787

All inquiries are to be submitted at least ten (10) working business days prior to the proposal closing date. Any responses by the County will be made in written form. Any change in requirements will be done in the form of a written addendum. The receipt of any resulting addendum must be acknowledged in accordance with the directions on the addendum. Oral explanations or instructions given before the award of the contract will not be binding.

Proposers shall direct any questions or requests for clarification to the RFP Point of Contact (or designee) named above. Proposers seeking information related to this RFP, including the scope of services described herein, obtained from sources other than the RFP Point of Contact (or designee) do so at their own risk. The County cannot be responsible for the completeness, accuracy or timeliness of such information.

**3.2 Proposal Format**

Proposals must be submitted in the format identified in Section Five—Proposal Submittal Process. All items shall be completed and the signatures of all persons signing shall be written in longhand. GSA Purchasing may not consider proposals not submitted in the format specified.

Proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope no later than 2:30 p.m., to:

Stanislaus County  
GSA Purchasing Division  
1010 10th Street, Suite 5400  
Modesto, CA 95354-0859

**3.3 Proposals Received Late**

Proposals received after the time specified will be returned unopened to the respective proposer and will not be considered for evaluation. Proposals will be opened in public at 2:30 p.m. on said date at the above location.

### **3.4 Alternate Proposals**

The Scopes of Work for Health and Mental Health Services are intended to provide a framework as to the County's minimum standards. Firms are encouraged to include in their proposals alternate forms of service delivery that continue to meet or exceed Title 15 and 24 and the County's minimum standards while providing the highest level of cost effectiveness. This may include variations from current staffing patterns.

### **3.5 Proposal Errors**

Mistakes in a proposer's submittal must be corrected and the correction inserted; the person signing the proposal must initial the correction in ink. The County reserves the right to waive any informalities or minor irregularities in connection with proposals received.

### **3.6 Default or Failure to Perform**

The principal protection of the County's interests in the case of default or other failure to perform shall be by means of bonds. Below are descriptions of the types of bonds that may be required:

#### **3.6.1 Proposal Security**

No proposal security shall be required to represent the proposer's firm commitment to stand behind the RFP price.

#### **3.6.2 Performance Bonds**

No performance bond is required to secure fulfillment of all of the proposer's obligations under the contract resultant from this RFP.

#### **3.6.3 Payment Bonds**

No payment bond shall be required to assure the proposer's full discharge of its obligations to subproposer, suppliers, and other labor used on the project with respect to this RFP.

### **3.7 County Code**

All provisions of the County Code are applicable to any proposal submitted or contract awarded pursuant thereto. Note: Stanislaus County enacted a Local Vendor Preference in 2008. Please see the Local Vendor Preference Notice attached hereto in Section 8.

### **3.8 Cash Discounts**

Cash discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total Proposal price for the purposes of the Proposal evaluation. Any cash discount offered by the successful proposer will be accepted by the County, whether or not it was considered as a basis of award. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, which ever is latest.

### **3.9 Award**

Within thirty (30) days after the proposal opening, a contract may be awarded by the County to the proposer whose proposal is determined in writing to be the best value to the County, taking into consideration price and adherence to the specifications set forth herein. The time for awarding a contract may be extended at the sole discretion of the County, if required to evaluate proposals or for such other purposes as the County may determine.

### **3.10 Right of Rejection**

The County reserves the right to reject all proposals, as it may deem proper in its absolute discretion.

### **3.11 Form Agreement/Exceptions and Alternatives**

The Sample Agreement attached to this Request for Proposal ("RFP") contains terms and conditions that will become binding upon the successful proposer upon execution of the contract. This Sample Agreement is attached solely for the purpose of informing proposers of the fixed, predetermined, standard contract provisions with which the successful proposer will be required to comply.

If the proposer suggests alternatives or states exceptions to any term or condition in the Agreement, or to any provision or requirement of the RFP, such alternative or exception shall be clearly stated and identified in the submitted proposal. Any alternatives or stated exceptions proposed must satisfy all minimum qualifications specified in this RFP. The successful proposer will otherwise be expected to sign the agreement upon award of the contract. The County expressly reserves the right, in its sole discretion, to (1) reject a proposal containing any exception or alternatives as non-conforming, or (2) accept any proposal alternative or exception and to award a contract based thereon if determined to be in the best interest of the County.

### **3.12 Nondiscrimination**

Stanislaus County does not unlawfully discriminate in violation of any federal, state or local law, rule or regulation because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition, marital status, age, political affiliation, sex or sexual orientation.

### **3.13 Failure to Comply**

The County cannot accept any proposal that does not comply with all of the above stated requirements.

### **3.14 Protest and Appeal Procedures**

#### **3.14.1 General**

Potential bidders, proposers, and sub-proposers wishing to protest or appeal a procurement or contracting decision by the County of Stanislaus Purchasing Division must follow the procedures provided by this section. Protests or appeals that are not submitted in accordance with these procedures will not be reviewed.



### **3.14.2 Definitions**

1. For the purposes of this procedure: "Days" means working days of the County of Stanislaus.
2. "Filing Date" or "Submission Date" means the date of receipt by the Purchasing Division of the County of Stanislaus.
3. "Interested Party" means an actual or prospective proposer or vendor.
4. "Proposal" includes the term "offer" as used in the context of formal, informal, or negotiated procurements.

### **3.14.3 Protest Procedure**

1. Any proposers, and sub-proposers may file a written protest with the Stanislaus County Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award or Notice of Non-Award.
2. The protest shall be delivered by a courier or sent by registered mail to the Purchasing Agent.
3. The protest filed with the Purchasing Agent shall:
  - a. Include the name, address, and business telephone number of the protestor.
  - b. Identify the project under protest by name, RFP number, and RFP date.
  - c. Contain a concise statement of the grounds for protest; provided, however, RFP processes and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to such issues should be raised and addressed, if at all, prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals.
  - d. Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

### **3.14.4 Protest Review**

1. Upon receipt of a written protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) days after receipt of the written protest.
2. Purchasing Agent decisions may be appealed in writing to the Stanislaus County Board of Supervisors not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. Such appeal shall be delivered by a courier or sent by registered mail to the Stanislaus County Board of Supervisors, with a copy to the Purchasing Agent. The Board of Supervisors shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the Board of Supervisors shall be final.

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## SECTION FOUR—TERMS AND CONDITIONS

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### **4.1 Cost of Preparation of Proposal**

The County shall not pay costs incurred in the proposal preparation, printing, or demonstration process. All such costs shall be borne by the proposer.

### **4.2 Rights to Pertinent Materials**

All responses, inquiries, and correspondence relating to the Request For Proposal and all reports, charts, coverage maps, displays, schedules, exhibits, and other documentation produced by the proposer that are submitted as part of the proposal shall become the property of the County after the proposal submission deadline.

Proposers shall be responsible for identifying information in their responses deemed to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information shall be held in confidence whenever possible. All other information shall be considered public after the award of the RFP.

### **4.3 Public Records Act**

All proposals become public information no later than after the award of the RFP, with the exception of those portions of a proposal that are identified at the time of the submittal by the proposer as “Confidential” or “Proprietary” and which are reasonably deemed by the County as not being public documents that must be disclosed under applicable sections of the California Public Records Act and other appropriate statutes and regulations.

### **4.4 Modification of Scope of Work**

The Scope of Work may be amended to meet available funding or to best meet the needs of the County. In the event that any additional services are required as identified herein, the County reserves the right to add such services by amending the contract.

### **4.5 Right of County to Reject Proposals**

The County reserves the right to reject any and all proposals or any part of the proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the County may deem necessary.

All proposals received after the time specified in this Notice will not be considered and will be returned unopened.

### **4.6 Examination of Proposal Documents**

Proposers shall carefully examine the specification and satisfy themselves as to their sufficiency, and shall not at any time after submission of the proposal, dispute or complain of such Specifications and the directions explaining or interpreting them. Any questions or concerns that arise shall be submitted in writing to the contact person identified in Section 3.1 prior to the question deadline.

Should a proposer find discrepancies in, or omissions from, the specifications, or should the undersigned be in doubt as to their meaning, the undersigned shall at once notify the Stanislaus County Purchasing Division. Notification is to be in written form and must be

submitted at least ten (10) days prior to the proposal closing date. Any interpretations by the County will be made in the form of a written addendum. Any change in requirements will also be done in the form of a written addendum. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding.**

#### **4.7 Insurance Provisions**

The "Insurance Provisions" contained in Section 6 of the Sample Agreement are hereby made a part of this RFP and any resultant contract. The proposer shall acknowledge in their proposal responses their ability to meet the below insurance requirements and the requirements contained in the Sample Agreement. All exceptions to the insurance requirements must be communicated in writing and included with the proposal response. The proposer awarded the Agreement shall provide the County with a Certificate of Insurance and endorsements meeting and/or containing the following:

1. Policy limits of insurance as required in the Sample Agreement Page 5;
2. Deductibles shall be declared;
3. NAIC# for insurers shall be provided on the certificate;
4. 30 - day notice of cancellation;
5. Certificate Holder is "Stanislaus County;"
6. Endorsement naming "Stanislaus County, its officers, directors, agents, employees, and volunteers" as additional insured (GL and Auto);
7. Waiver of subrogation (Worker's Compensation Page 6 of the Sample Agreement);
8. Carrier admitted/licensed to issue insurance in California; and
9. Best's rating of no less than A-, and Financial Size Category of at least VII.

An "Insurance Checklist" is included in this RFP package on Page 34.

#### **4.8 Sample Agreement**

A Sample Agreement is attached solely for the purpose of informing the proposer of the fixed, predetermined, standard contract provisions with which they will be required to comply and, with the exception of the insurance requirements set forth therein and described in detail in section 4.7 above, do not constitute requirements of this RFP. These provisions are subject to revision by the County at any time prior to the signing of the agreement.

The submission of a proposal shall be considered an agreement to all the terms, conditions (including insurance requirements) and specifications set forth in this RFP and in the various proposal documents, unless specifically noted otherwise in the proposal.

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## SECTION FIVE—PROPOSAL SUBMITTAL PROCESS

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### 5.1 Submittal Documents

Proposers shall submit the following documents as a response to this RFP:

1. Signed Proposal Cover Page;
2. Local Vendor Preference;
3. RFP package completed and signed;
4. W9 form Request for Taxpayer Identification Number and Certification;
5. Exceptions to the terms and conditions of this RFP;
6. Exception to the Sample Agreement;
7. Insurance Checklist;
8. Signed Non-Collusion Affidavit;
9. Bond Requirements;
10. Response Clarification Addendum; and
11. Pricing.

Proposals shall contain all of the elements set forth in Section 5.2 below and shall be submitted in three (3) separately sealed envelopes, each clearly identifying the project name, number and closing date. The envelopes shall be marked as follows:

1. One marked "FINANCIALS" consisting of those items set forth in section 5.3.1 below (note that only one set of company financials are required);
2. One marked "QUALIFICATION PROPOSAL" which shall consist of items set forth in section 5.3.2 below; and
3. One marked "PRICING PROPOSAL" which shall include pricing/fee schedule only as described in section 5.3.3 below.

### 5.2 Proposal Submittal

Proposals shall be submitted to the General Services Agency Purchasing Division at the place and time specified in this notice.

### 5.3 Proposal Elements

The "PROPOSAL" response shall be divided into three parts:

- Part One—Financial Reports**
- Part Two—Qualification Proposal**
- Part Three—Pricing Proposal**

Each part shall be preceded by a 8 ½" by 11" tab divider, with each part clearly labeled. Proposal documents not identified above shall be included in a section labeled "Other RFP documents."

Below are the detailed elements of part of the proposal. The actual scope of work is detailed in Appendix B (medical care services) and Appendix C (mental health services). Proposers shall address these elements as indicated:

#### 5.3.1 Part One—Financial Reports

Proposers are required to submit only one copy of Financial Reports in original response only which includes detailed information about the proposer's financial condition, which includes the following information:

1. Statement of Income and Retained Earnings, last five (5) years, prepared by an independent auditing firm.
2. Changes in financial position last five (5) years.
3. Balance sheet, last five (5) years prepared by an independent auditing firm.
4. Latest interim Balance Sheet and Income Sheet prepared by an independent auditing firm.
5. Proof of insurance satisfactory and acceptable to the County as evidence that insurance meets the requirements set forth in Section 6, Insurance, of the Sample Agreement included in the RFP package.
6. List of bonding and insurance companies, including addresses, telephone numbers, and contacts.
7. Identify what percent of proposer's annual revenue this contract shall represent.

Please note that Proposers may not submit income tax returns in lieu of the above requested items.

### **5.3.2 Part Two—Qualification Proposal**

Please submit proposer's qualification proposal, which includes a complete corporate profile of proposer outlining proposer's background, philosophy and experience and other pertinent information about proposer's ability to perform the work. This section shall include responses to the following:

1. General Corporate Information:
  - a. Provide an Executive Summary of your firm consisting of 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. This summary should include:
    - i. Evidence of proposer's authority to conduct business within the state of California.
    - ii. Number of years in business as a provider of custodial health care services.
    - iii. Brief history of the firm including ownership structure, key principals and current organization structure.
    - iv. A description of any structural changes within the past 10 years, including a list of any prior business names.
  - b. Provide a list of references of firms for whom services have been provided by proposer. List names, addresses, telephone numbers and contact persons.
  - c. List any/all contracts that have been terminated or not been renewed within the past ten (10) years. For each, list names, addresses, telephone numbers and contact persons.
  - d. Provide a description (including resolution) of any claims or litigation filed against the firm within the past ten (10) years. Include in your response a description of any administrative processes or findings your firm has been subjected to within the past ten (10) years. Also include any curative measures taken in response to such litigation, claims or administrative processes.
  - e. Please indicate if any proposer's facilities are accredited and if any of proposer's facilities have lost accreditation.

2. Medical Care Services:
  - a. Indicate the primary contacts (and management hierarchy) that will be available for all aspects of the work. Include contacts for customer service and senior management.
  - b. Identify the staff to be assigned to fill the four (4) key positions (described in the Scope of Work attached as Appendix B) on this project and their relevant experience and qualifications to this project. Attach resumes of the individuals assigned to the key positions (described in the Scope of Work attached hereto as Appendix B), including certifications and licenses of such individuals.
  - c. Describe the recruitment and retention strategies in general and for the four (4) key positions.
  - d. List the number of full-time employees and the number of part-time employees to be assigned to this project as of the date of submission of proposer's response to this Request for Proposal.
  - e. Provide the firm's employee background check procedures and security procedures. Proposers acknowledges that Proposer's employees assigned to provide services under the resultant Agreement shall be required to undergo a rigorous, in-depth background investigation (High Level Background) to determine his/her suitability for such assignment. Such High Level Background shall be in addition to any screening or interviewing performed by Proposer as part of its normal hiring process. The County, in its sole discretion, reserves the right to bar any of Proposer's employees from providing services at such locations on the basis of background investigation process.
  - f. Provide a description of Proposer's capabilities pertaining to this RFP. This description should not exceed five (5) pages and should include a detailed summary of Proposer's experience relative to the RFP requirements described herein, including references.
  - g. Proposer's response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of personnel (both Proposer's and County) involved, and the number of hours scheduled for such personnel. Finally, the description must:
    - i. specify how the services in the RFP response will meet or exceed the requirements of the County;
    - ii. explain any special resources, procedures or approaches that make the services of Proposer particularly advantageous to the County; and
    - iii. identify any limitations or restrictions of Proposer in providing the services that the County should be aware of in evaluating its response to this RFP.
  - h. Submit a detailed description of expected sub-proposer(s) who might be involved including a general overview of the firm and brief resumes of key personnel.
  - i. Submit a description of similar work performed by your firm demonstrating expertise in the area of interest. Include detailed information about the size and scope of each of proposer's current contracts.

- j. Provide a description of proposer's understanding of the specific project goals and requirements with highlights of those that are particularly significant to the project and the delivery of services.
  - k. Submit a technical proposal describing the detailed scope of work including specifying tasks (and firms if preparation of the analysis involves other firms) that will be completed to accomplish the Scope of Work outlined in this RFP. This shall include:
    - i. A statement of approach to the project;
    - ii. A detailed work plan;
    - iii. Specific staffing procedures, including a staffing chart using the form attached hereto as Appendix D;
    - iv. A detailed resource plan; and
    - v. A discussion which includes the focus on issues concerning the Companies, the County, and cooperating jurisdictions.
    - vi. A description of what coordination and meetings the County will be required to attend.
3. Mental Health Services:
- a. Indicate the primary contacts (and management hierarchy) that will be available for all aspects of the work. Include contacts for customer service and senior management.
  - b. Identify the staff to be assigned to fill the key position (described in the Scope of Work attached hereto as Appendix C) on this project and their relevant experience and qualifications to this project. Attach resume of the individual assigned to the key position, including certifications and licenses of such individual.
  - c. Describe the recruitment and retention strategies for key position.
  - d. List the number of full-time employees and the number of part-time employees to be assigned to this project as of the date of submission of proposer's response to this Request for Proposal.
  - e. Provide the firm's employee background check procedures and security procedures. Proposer acknowledges that Proposer's employees assigned to provide services under the resultant Agreement shall be required to undergo a rigorous, in-depth background investigation (High Level Background) to determine his/her suitability for such assignment. Such High Level Background shall be in addition to any screening or interviewing performed by Proposer as part of its normal hiring process. The County, in its sole discretion, reserves the right to bar any of Proposer's employees from providing services at such locations on the basis of background investigation process.
  - f. Provide a description of Proposer's capabilities pertaining to this RFP. This description should not exceed five (5) pages and should include a detailed summary of Proposer's experience relative to the RFP requirements described herein, including references.
  - g. Proposer's response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of personnel (both Proposer's and County) involved, and the number of hours scheduled for such personnel. Finally, the description must:
    - i. specify how the services in the RFP response will meet or exceed the requirements of the County;

- ii. explain any special resources, procedures or approaches that make the services of Proposer particularly advantageous to the County; and
  - iii. identify any limitations or restrictions of Proposer in providing the services that the County should be aware of in evaluating its response to this RFP.
- h. Submit a detailed description of expected sub-proposer(s) who might be involved including a general overview of the firm and brief resumes of key personnel.
  - i. Submit a description of similar work performed by your firm demonstrating expertise in the area of interest. Include detailed information about the size and scope of each of proposer's current contracts.
  - j. Provide a description of proposer's understanding of the specific project goals and requirements with highlights of those that are particularly significant to the project and the delivery of services.
  - k. Submit a technical proposal describing the detailed scope of work including specifying tasks (and firms if preparation of the analysis involves other firms) that will be completed to accomplish the Scope of Work outlined in this RFP. This shall include:
    - i. A statement of approach to the project;
    - ii. A detailed work plan;
    - iii. Specific staffing procedures;
    - iv. A detailed resource plan; and
    - v. A discussion which includes the focus on issues concerning the Companies, the County, and cooperating jurisdictions.
    - vi. A description of what coordination and meetings the County will be required to provide.

### **5.3.3 Part Three—Pricing Proposals**

1. A separate sealed document that details the total cost in U.S. dollars to the County for the proposal being submitted using the two-part Pricing Proposal form attached hereto as Appendix E. The Pricing Proposal shall consist of a base price (Part A of Pricing Proposal) and a cost adjustment factor for census increases or decreases (Part B of Pricing Proposal) for both medical care services (Part I) and mental health services (Part II). Proposers must submit pricing using the form provided, which shall be used as the basis for Phase III of the Evaluation Process. Proposers may submit an alternate pricing proposal separately in addition to this required Pricing Proposal. Such alternate pricing will not be considered as part of the evaluation process but may be incorporated into the final agreement.
2. Pricing set forth in the Pricing Proposal shall include primary care (on-site), hospital care (in/out patient) and all other expected and /or anticipated costs associated with meeting the demands contained in the bidder's proposal.
3. ALL cost incurred and billed to the County, including labor, materials, overhead and profit shall be included within the Pricing Proposal. Prices quoted shall include any and all payment incentives available to the County.
4. The proposer shall provide pricing for a period of time as described in Section I, Item 1.3; Contract Duration. Should the County and the successful proposer mutually agree to renew the Agreement, the pricing provided by the proposer in its RFP response for the subsequent years shall be utilized.



5. Prices quoted in response to this RFP shall be subject to acceptance at any time within one hundred eighty (180) days after the proposal due date.
6. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
7. Unless otherwise stated, Contractor agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
8. The County has the right to decline to award this contract if it is determined that proposed pricing is not competitively priced with similar sized counties or non-county agencies within the State of California.

#### **5.4 Pricing Evaluation**

In determining the amount proposed by each proposer, the County shall disregard the mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the proposal. When an item price is required to be set forth in the proposal and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the County's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the County, such a procedure would be inconsistent with the policy of the proposal procedure. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the proposal contain only a total price for the item and the item price is omitted, the County shall determine the item price by estimated quantities of work to be performed as items of work. If the proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the proposal shall be disregarded.

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## SECTION SIX—EVALUATION CRITERIA AND PROPOSER SELECTION

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### 6.1 Evaluation of Proposals

This section identifies the selection process, evaluation criteria, and steps that shall be used in evaluating Proposer responses. Award shall be made to the proposer whose proposal is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County. The following describes the evaluation process and associated components.

### 6.2 Selection Process

The County shall name, for the purpose of evaluating the proposals received in response to this RFP, establish an Evaluation Committee (EC) composed of representatives from the County. The County may elect to include as part of the Committee qualified representatives from other agencies or entities.

Proposal documentation requirements set forth in this RFP are designed to provide guidance to the proposer concerning the type of information that shall be used by the EC. Proposers shall be prepared to respond to requests by the EC for oral presentations, facility surveys, and other items deemed necessary to assist in the detailed evaluation process. Proposers are advised that the County, at its option, may award this proposal on the basis of the initial proposals.

### 6.3 Evaluation Phases

It is anticipated that the following steps will be performed by the EC in evaluating proposals; however, a strict observance to the Evaluation Steps is not required. A description of each evaluation step is provided.

- Phase I Review and Evaluate Proposals for Completion; Financial Review
- Phase II Evaluation of Qualification Proposals; Interviews and Reference Checks
- Phase III Review and Evaluate Pricing Proposals

#### 6.3.1 Phase I (Pass/Fail)

Phase I is a pass/fail evaluation for submission completeness and financial review. Purchasing will conduct a pass/fail analysis of (a) each submitted Proposal for completeness and (b) the financial stability of each proposer. During Phase One, the RFP-Pricing will remain unopened and be retained by the County's Purchasing Division. Upon completion of its analysis Purchasing will forward those Proposals that have passed Phase I to the Evaluation Committee (EC). The RFP Pricing/Fee Schedules will remain with the Purchasing Division until the EC has completed the evaluation of the Proposals.

#### 6.3.2 Phase II Qualification Proposal Evaluation

In Phase II, the EC will review and evaluate the proposals and the qualifications of the proposers, and each proposer will be given a score. During this phase reference checks will be performed, and proposers may be interviewed. Should the County exercise the option to interview, only those proposers judged by the EC to be the most qualified to perform the work contemplated herein shall be placed on an "interview list." Those on the interview list shall be requested to

make a formal presentation of their proposals to the County. On the basis of the oral presentation and the written proposal, the evaluators shall make a final ranking of potential proposers.

**6.3.3 Phase III Pricing Proposal Evaluation**

In Phase III, Purchasing shall forward all Pricing Proposals to the EC for evaluation. The EC shall review the Pricing Proposals and select/recommend the proposal which is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County.

The EC shall be responsible for performing the evaluations of each proposal, including an evaluation of the proposed cost. Each member of the EC shall rate the proposals separately unless the proposals are technical in nature. In such cases a subject matter expert may be called upon to score that section of the RFP for all proposals. The scores of each member of the EC shall then be averaged to provide a total score for each of the proposers. The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below:

<b>EVALUATION CATEGORIES – THREE PHASES</b>	
<b>PHASE I – FINANCIAL REPORT</b>	<b>MAXIMUM POINTS</b>
Review and Evaluate Proposal Submission and Financial Report	PASS/FAIL
<b>PHASE II – QUALIFICATION PROPOSAL</b>	<b>MAXIMUM POINTS</b>
A. Medical Care Services	
Experience and qualification of firm	10
Experience and qualification of proposed staff	25
Service delivery proposal and capabilities	<u>40</u>
<b>Maximum Available Points – Phase II (Medical Care Services)</b>	75
B. Mental Health Services	
Experience and qualification of firm	10
Experience and qualification of proposed staff	25
Service delivery proposal and capabilities	<u>40</u>
<b>Maximum Available Points – Phase II (Mental Health Services)</b>	75

<b>PHASE III – PRICING PROPOSAL</b>	<b>MAXIMUM POINTS</b>
<b>A. Proposed cost – Medical Care Services</b>	25
<b>B. Proposed cost – Mental Health Services</b>	25
<b>OVERALL MAXIMUM AVAILABLE POINTS:</b>	
<b>A. Medical Care Services</b>	100
<b>B. Mental Health Services</b>	100

**6.4 Award**

Award will be made to the proposer whose proposal best meets the criteria set forth herein and provides the best value to the County, with price and all other factors considered.

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## SECTION SEVEN—STANDARD CONTRACT INFORMATION

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### **7.1 Contract Approval**

The RFP and the proposer selection processes do not obligate the County and do not create rights, interests, or claims of entitlement in the apparent best evaluated proposer. Contract award and County obligations pursuant thereto shall commence only after the contract is signed by the proposer and the County Purchasing Agent and by all other County officials as required by County ordinances and regulations to establish a legally binding contract.

### **7.2 Contract Payments**

Contract payments shall be made in accordance with the payment terms and conditions set forth in the final contract. No payment shall be made until the contract is fully executed and approved as required by County ordinances and regulations. Under no conditions shall the County be liable for payment of any type associated with the contract or responsible for any work done by the proposer regardless of whether work was done in good faith and upon verbal direction to proceed with the delivery of services, if such direction occurs before (a) the contract start date specified by the contract or (b) contract approval by County officials as required by applicable statutes and rules of the County of Stanislaus.

### **7.3 RFP and Proposal Incorporated into Final Contract**

This RFP and the successful proposal shall be incorporated into the final contract.

### **7.4 Contract Monitoring**

The successful proposer shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the County. The County may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the County may inspect those areas of the successful proposer's place of business that are related to the performance of the contract. If the County requires such an inspection, the successful proposer shall provide reasonable access and assistance.

### **7.5 Contract Amendment**

During the course of this contract, the County may request the successful proposer to perform additional work for which the successful proposer would be compensated. Such work shall be within the general scope of this RFP. In such instances, the County shall provide a written description of the additional work, and the successful proposer shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the successful proposer's response to this RFP. If the County and the successful proposer reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the successful proposer and the head of the procuring County agency and must be approved by other County officials as required by County laws and regulations. The successful proposer shall not commence additional work until the County has issued a written contract amendment and secured all required approvals.

**Stanislaus County  
Request for Proposal**

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**Attachments:**

**Sample Agreement**

**Non-Collusion Affidavit to be Executed by Proposer and Submitted**

**Non-Collusion Affidavit Signature Page**

**Insurance Checklist**

**Bond Requirements**

**Proposal Cover Page**

**Local Vendor Preference Notice**

**Response Clarification Addendum**

**Proposal Checklist**



**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY  
PROPOSER AND SUBMITTED WITH RFP**

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the County of Stanislaus, Stanislaus County Purchasing Division:

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Proposer declares that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham proposal or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of any one interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal, depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**DECLARATION UNDER PENALTY OF PERJURY**

The undersigned Proposer declares and certifies under the penalty of perjury: that the only persons or parties interested in this RFP as principals are those named herein as Proposer, that he/she holds the position indicated below as a corporate officer or the owner or a partner in the business entity submitting this proposal; that the undersigned has examined the "General Conditions and Instructions to Proposers" and the specifications; that the undersigned is informed of all the relevant facts surrounding the preparation and submission of this RFP, that the undersigned (if awarded a contract) will execute and fully perform the contract for which the proposals are called; that the undersigned will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the undersigned will take in full payment therefore, the prices set forth in the pricing schedule of the contract; that the undersigned knows and represents and warrants to the County of Stanislaus that this proposal is prepared and submitted without collusion with any other person, business entity, or corporation with any interest in this proposal.

**(Please sign on the following page)**

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY  
PROPOSER AND SUBMITTED WITH RFP**

---

**I declare under penalty of perjury that the foregoing is true and correct.**

RFP PROPOSERS INFORMATION		
Name of Proposer:		
Primary Contact for Proposing Agency:		
Business Address:		
City:	Zip Code:	State:
Phone:	Fax #:	
Taxpayer ID #:	Business License #:	
E-mail: <input type="checkbox"/>		
Type of Business:		
<input type="checkbox"/> Individual doing business under own name	<input type="checkbox"/> Corporation	
<input type="checkbox"/> Individual doing business using a firm name	<input type="checkbox"/> Partnership	
<input type="checkbox"/> Joint Venture—attach agreement		
Date Signed:		
Print Name:		
Signature:	Initials:	
Title:		

To be signed by authorized corporate officer or partner or individual submitting the proposal.

**The above Non-Collusion Affidavit is part of the RFP. Signing this RFP on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit. Proposers are cautioned that making a false certification may result in criminal prosecution.**



## INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE CHECKLIST			
Name of Proposer:			
	General Liability	Auto	Workers' Compensation
NAIC # of insurers is provided on the certificate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Policy limits of insurance meet requirements in the agreement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deductibles are declared and approved or waived by County.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Expiration date of policy is six months or more into the future.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30 day notice of cancellation included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certificate Holder is "Stanislaus County."	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Endorsement naming "Stanislaus County, its officers, directors, agents, employees, and volunteers" as "Additional Insured" included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Waiver of subrogation endorsement included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carrier is admitted/licensed to issue insurance in California.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Best's rating of no less than A-, and Financial Size Category of at least VII.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Resource Help:**

LESLI surplus line carrier is okay if no California carrier writes the insurance. If carrier is reinsured, must be approved by County Counsel.

**If not in California:**

[http://cdinswww.insurance.ca.gov/pls/wu\\_co\\_lines/idb\\_co\\_list\\$.startup](http://cdinswww.insurance.ca.gov/pls/wu_co_lines/idb_co_list$.startup)

For all "Insurers" listed on Certificate; State Fund is okay/an exception

**For information on ratings:**

<http://www3.ambest.com/ratings/advanced.asp?bl=0&Menu=Search+Best%27s+Ratings>

**BOND REQUIREMENTS**

---

Section 3, General Requirements and Information, describes the specific security/bonding requirements. If required, only the successful Proposer shall submit a performance and payment bond as described in this RFP.

<b>BOND REQUIRED</b>			
Proposal Security required	<input type="checkbox"/> Yes	X No	Amount 10% of the Project Price
Performance Bond required	<input type="checkbox"/> Yes	X No	Amount 100%
Payment Bond required	<input type="checkbox"/> Yes	X No	Amount 100%

---

**FOR COUNTY USE ONLY**

Proposal was opened on the following date and at the prescribed place.

<b>FOR COUNTY USE ONLY</b>		
Cashiers or Certified Check drawn on a California Bank.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Surety Bond	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Date:		
<b>Stanislaus County General Services Agency Purchasing Division</b>		
Signature:		Initials:
Title:		



**PROPOSAL COVER PAGE**

**The undersigned certifies and declares that any and all statements and information in the attached proposal are true and correct.**

RFP PROPOSERS INFORMATION		
Name of Proposing Agency:		
Primary Contact for Proposing Agency:		
Project Name:	RFP #:	RFP Closing Date:
Business Address:		
City:	Zip Code:	State:
Phone:	Fax #:	
Taxpayer ID #:	Business License #:	
E-mail:	Phone:	
Date Signed:		
Print Name:		
Signature:		Initials:
Title:		

FOR COUNTY USE ONLY	
Proposal Number:	Date:
Received by:	
Title:	



## LOCAL VENDOR PREFERENCE NOTICE

**TO: ALL PROSPECTIVE PROPOSERS**  
**SUBJECT: LOCAL VENDOR PREFERENCE**

Stanislaus County (County) has established a local vendor preference (see Stanislaus County Code § 2.24.125) which defines a local vendor as any business that:

1. Has a fixed office or distribution point located within the county of Stanislaus for at least one year prior to the transaction for which preference is claimed (post office boxes do not qualify as a verifiable business address; and.
2. Holds a valid business license issued by the County or a city within the County; and
3. Employs at least one full-time employee whose primary residence is located in Stanislaus County; or if the vendor has no employees, at least fifty percent (50%) of vendor's business shall be owned by one or more persons whose primary residence is located in Stanislaus County.

Individual County Buyers evaluate bids, quotes and proposals considering the local vendor preference described above. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (209) 525-6319. Each vendor is encouraged to quote the lowest price at which items or services listed in County proposals can be furnished.

	Yes	No
1. Do you claim local vendor preference? If so, please complete		
2. Do you conduct business in an office with a physical location within Stanislaus County?		
(a) If yes, provide business address: _____ _____		
(b) Date on which business was established at this address: _____		
3. Does your business hold a valid business license issued by Stanislaus County or a city within Stanislaus County?		
(a) If yes, provide license number (_____) and name of local agency which issued license (_____)		
4. Do you have either:		
(a) At least one full-time employee whose primary residence is located in Stanislaus County		
(b) If you have no employees, is at least fifty percent (50%) of your business owned by one or more persons whose primary residence is located in Stanislaus County?		

Proposer's Name (printed):	
Proposer's Signature:	
Title:	



**RESPONSE CLARIFICATION ADDENDUM**

<b>RESPONSE CLARIFICATION ADDENDUM</b>			
<b>Addendum Number</b>	<b>Dated</b>	<b>Date Received</b>	<b>Initials</b>
Print Proposers Name:			
Proposers Signature:			
Title:			

Signed addenda/addendum to be included in the RFP response. If an addenda/addendum is issued, the Proposer shall complete the above form and return it with the RFP response.



**PROPOSAL CHECKLIST**

SUBMITTAL CHECKLIST			
		YES	NO
1	Signed Proposal Cover Page.	<input type="checkbox"/>	<input type="checkbox"/>
2	Local Vendor Preference Notice	<input type="checkbox"/>	<input type="checkbox"/>
3	RFP package completed and signed. Submit an original and <b>five (5)</b> additional signed copies.	<input type="checkbox"/>	<input type="checkbox"/>
4	W9 form Request for Taxpayer Identification Number and Certification.	<input type="checkbox"/>	<input type="checkbox"/>
5	Exceptions to the terms and conditions of this RFP.	<input type="checkbox"/>	<input type="checkbox"/>
6	Exception to the Sample Agreement.	<input type="checkbox"/>	<input type="checkbox"/>
7	Insurance Checklist.	<input type="checkbox"/>	<input type="checkbox"/>
8	One separately sealed envelope marked " <b>PROPOSAL</b> "	<input type="checkbox"/>	<input type="checkbox"/>
9	One separately sealed envelope marked " <b>RFP-PRICING</b> "	<input type="checkbox"/>	<input type="checkbox"/>
10	Signed Non-Collusion Affidavit.	<input type="checkbox"/>	<input type="checkbox"/>
11	Bond Requirements.	<input type="checkbox"/>	<input type="checkbox"/>
12	Response Clarification Addendum	<input type="checkbox"/>	<input type="checkbox"/>

**Please return this checklist with your Request for Proposal submittal packet.**

**APPENDIX A – SAMPLE CONTRACT  
AGREEMENT FOR  
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") and \_\_\_\_\_ ("Consultant"), on \_\_\_\_\_, 2012 (the "Agreement").

**Introduction**

WHEREAS, the County has a need for detainee health care services at Stanislaus County Downtown Men's Jail, Public Safety Center, Honor Farm and Stanislaus County Juvenile Hall (collectively, the "Custodial Facilities") that are legally defensible; which meet correctional standards of health care; and which comply with applicable State and local laws including the medical aspects of Title 15 and Title 24 of the California Code of Regulations; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**Terms and Conditions**

1. **Scope of Work**

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, services and work set forth in the Scope of Work, which is attached hereto as **Exhibit A** and, by this reference, made a part hereof. For purposes of this Agreement, the Stanislaus County Downtown Men's Jail, Public Safety Center, Honor Farm and are collectively referred to as the "Adult Facilities" and Stanislaus County Juvenile Hall is referred to as Juvenile Hall. All services provided by Consultant and the manner in which services are to be provided are more particularly set forth in County's Request for Proposal #12-31 MP; the Consultant's responding proposal which includes a pricing proposal dated \_\_\_\_\_; Notice to Proposers; Information for Proposers; General Conditions, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"). All of the foregoing documents, as may be applicable, together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in this Agreement, those set forth in the RFP, and those set forth in **Exhibit A**, then in such case, the terms and conditions shall control in this order: 1<sup>st</sup>, **Exhibit A**, 2<sup>nd</sup>, this Agreement, and 3<sup>rd</sup> the RFP.

1.2 With the exception of medical records, all documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, during the term of this Agreement, the County shall have the right to reproduce, publish and use all such work in any manner and for any purposes whatsoever and to authorize others to do so, except that the County shall not have any rights to Consultant's proprietary information (i.e., payroll, employees records, intellectual property, privileged and confidential documentation, peer review information), or any part thereof. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and

irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, provided such reproduction, publishing and use if solely during the term of this Agreement. Notwithstanding the foregoing, County shall have the right to continue the use of all policies and procedures instituted by Consultant during the term of this Agreement, and shall further have access to and use of all statistical information generated by Consultant for County's use during the term of this Agreement.

The County shall defend, indemnify and hold harmless the Consultant and its officers, employees, agents, representatives, subcontractors and consultants from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Consultant under this Agreement.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. Consideration

2.1 The Consultant shall be compensated for services provided hereunder in accordance with the Price Schedule set forth below.

<u>Year #</u>	<u>Period Covered</u>	<u>Annual Base Amount</u>	<u>Monthly Base Amount</u>	<u>Per Diem</u>
1	2/1/2013 – 1/31/2014			
2	2/1/2014 – 1/31/2015			
3	2/1/2015 – 1/31/2016			
4	2/1/2016 – 1/31/2017			
5	2/1/2017 – 1/31/2018			
6*	2/1/2018 – 1/31/2019			
7*	2/1/2019 – 1/31/2020			

*\*Denotes optional extension term*

The County shall pay Consultant the Monthly Base Amounts as shown above on or before thirty (30) days after receipt of an invoice from Consultant for services provided hereunder. Per diem



increases or decreases shall be billed on a quarterly basis and shall be based upon the combined average daily population for all of the Custodial Facilities (Average Daily Population). The specific calculations are as follows:

If the Average Daily Population for the quarter is less than 1,305, the decrease shall be calculated as follows:  $(1,305 - \text{Average Daily Population}) \times (\text{Per diem}) \times (\text{Number of days in quarter})$ . This amount will be deducted from the payment to Consultant from the invoice payment immediately following the quarterly determination, and such invoice shall specifically set forth the calculation of such deduction.

If the Average Daily Population for the quarter exceeds 1,450, the increase shall be calculated as follows:  $(\text{Average Daily Population} - 1,450) \times (\text{Per diem}) \times (\text{Number of days in quarter})$ . This amount will be paid separately to Consultant on or before 30 days after receipt of an invoice from Consultant for such per diem increases, and such invoice shall specifically set forth the calculation of such increase.

In the event beds are added due to the expansion or deleted due to the closure of a portion of a Custodial Facility, respectively increasing or deleting the total capacity of the facilities and such change in bed capacity is anticipated to continue throughout the existing Agreement year (i.e., Year 1, Year 2, etc. as set forth above in Section 2.1), then in such event, the parties agree to adjust the rates as follows:

[ADD LANGUAGE DESCRIBING METHODOLOGY AS ACCEPTED  
AND NEGOTIATED BY COUNTY AND CONSULTANT]

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 Consultant shall submit monthly invoices in arrears for services under this Agreement as follows:

Stanislaus County Chief Executive Office  
Attn: Jail Medical Manager  
1010 10th Street, Suite 6800  
Modesto, CA 95354

with a copy to:

Stanislaus County General Services Agency – Purchasing Division  
Attn: Purchasing Agent  
PO Box 3229  
Modesto, CA 95354

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The initial term of this Agreement shall be from \_\_\_\_\_, 2013 through \_\_\_\_\_, 2018 (the "Initial Term") unless sooner terminated as provided below.

The County reserves the right to extend this Agreement for two (2) additional one (1) year periods (each an "Extended Term") for a total term of no more than seven (7) years, provided that the County notifies the Consultant in writing of its intention to do so at least thirty (30) days prior to the expiration of the then current term. An extension of the term of this Contract will be made through an amendment to the Contract as described in Section 17 of the body of this Agreement. If such extension necessitates additional funding beyond the amount set forth in the original Agreement, the increase in the County's maximum liability will also be affected through an amendment to the Agreement and shall be based upon the rates set forth in Section 2.1 above.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party of such default or such material breach; provided however, the defaulting or breaching party shall have 30 days to cure any non-financial default or breach after receiving notice thereof. In the event that defaulting or breaching party fails to cure any non-financial default or breach within the 30-day period, then the other party shall have the right to terminate immediately this Agreement by giving written notification to the defaulting or breaching party.

3.3 The County may terminate this agreement upon one hundred eighty (180) days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in **Exhibit A** must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

5.1 County shall provide Consultant with adequate office space necessary for Consultant to provide the services under this Agreement.

5.2 Consultant shall provide and pay for all supplies used in the health care delivery system and any equipment outside of equipment listed below:

a. County-owned Medical Equipment located at the Adult Facilities:

<u>Quantity</u>	<u>Description</u>
2	Hospital beds
10	Exam tables
5	Wheel chairs
1	Computer

b. County-owned Medical Equipment located at Juvenile Hall:

<u>Location</u>	<u>Quantity</u>	<u>Description</u>
Examination Room	2	Hi Intensity Examination Lamps
	1	Medical Scale
	2	Examination Tables
	1	Stool on Rollers
	2	Baumanometer
	1	Otoscope
	1	Percussion Hammer
	3	Cabinets
	1	Steel Medical Dispenser Holders
Nurse's Office	12	Chairs
	7	Side chair
	1	Microscope
	1	Metal Cabinet (72-32)

Except as set forth in the RFP, and unless otherwise provided in this Agreement, Consultant shall provide such supplies, equipment, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. Except as stated in the RFP, the Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items. County shall be responsible for all non-ambulance detainee transportation costs necessary for off-site healthcare services. County shall also provide T3 or T1 line comparable through-put to the Internet.

6. Insurance

6.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per claim. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required claim limit.

6.1.2 Professional Liability Insurance. Professional claims-made errors and omissions (malpractice) liability insurance with limits of no less than Five Million Dollars (\$5,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

6.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. The Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

6.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

6.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.

6.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

6.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's reasonable discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

## 7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

a. Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

b. No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

c. At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

## 8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in **Exhibit A**, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Notwithstanding Consultant's independent contractor status, the parties agree that both will be bound by the Detention Facilities Subcontract Agreement dated November 30, 1997 and amended thereafter by and between County and Tenet Health Systems Hospitals, Inc., as currently agreed upon.

9. Records and Audit

9.1 Consultant shall prepare and maintain all material, non-privileged inmate medical, dental or mental health writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any material, non-privileged, handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided, unless Consultant obtains approval from County to do otherwise.

11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment/Change of Ownership

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

Upon change in ownership of the Consultant or sale of the Consultant's business, the Consultant's rights and obligations under this Agreement may be assigned to the new owner upon application to and approval of the County, which approval shall be in the County's absolute and sole discretion. The new owner must agree to comply with and be bound by the terms and conditions of this Agreement.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus  
Attn: Purchasing Agent  
PO Box 3229  
Modesto, CA 95354-3229

With copy to: Stanislaus County Chief Executive Office  
Attn: Jail Medical Manager  
1010 10th Street, Suite 6800  
Modesto, CA 95354

To Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.



17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

**COUNTY OF STANISLAUS**

**CONSULTANT**

By \_\_\_\_\_  
Chairman of the Board of Supervisors  
"County"

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
"Consultant"

ATTEST: Christine Ferraro Tallman  
Clerk of the Board of Supervisors of the County of Stanislaus, State of California

By \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO CONTENT:  
Probation Department

By \_\_\_\_\_  
Jill Silva, Chief Probation Officer

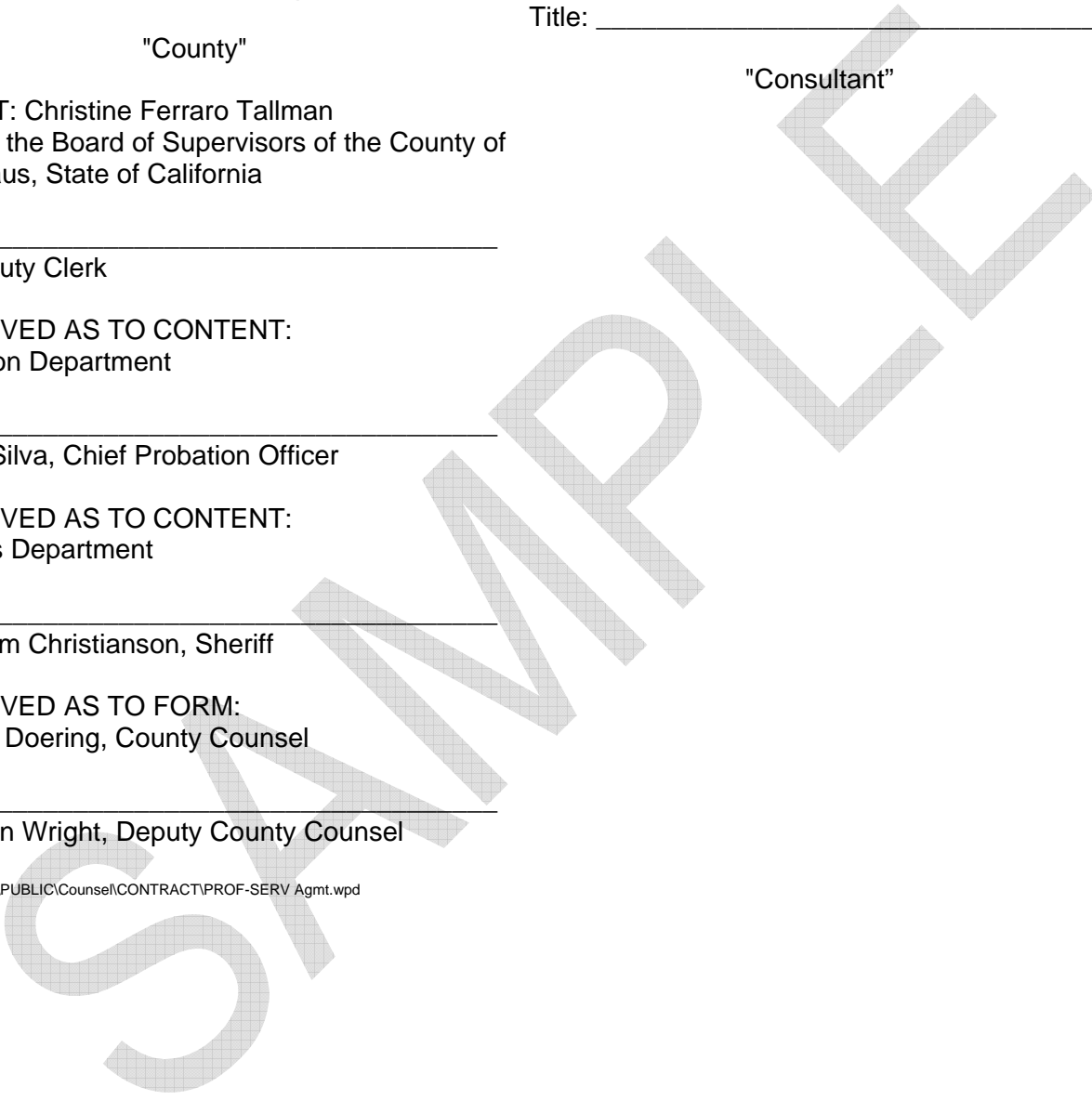
APPROVED AS TO CONTENT:  
Sheriff's Department

By \_\_\_\_\_  
Adam Christianson, Sheriff

APPROVED AS TO FORM:  
John P. Doering, County Counsel

By \_\_\_\_\_  
Dean Wright, Deputy County Counsel

V:\DATA\PUBLIC\Counsel\CONTRACT\PROF-SERV Agmt.wpd



## **APPENDIX B – SCOPE OF WORK (Medical)**

The Consultant shall be the sole supplier and/or coordinator of the health care delivery system for the Stanislaus County Downtown Men’s Jail, Public Safety Center, Honor Farm and Stanislaus County Juvenile Hall (collectively, the “Custodial Facilities”). For purposes of this Agreement Stanislaus County Downtown Men’s Jail, Public Safety Center, and Honor Farm shall be referred to as the “Adult Facilities” and Stanislaus County Juvenile Hall shall be referred to as “Juvenile Hall.” Consultant shall provide comprehensive services that are legally defensible; which meet correctional standards of health care; and which comply with applicable State and local laws including the medical aspects of Title 15 and Title 24 of the California Code of Regulations (the “CCR”).

### **I. SCOPE OF WORK**

In order to provide services, Consultant shall:

1. Deliver high quality health care services that can be audited against standards established by the American Correctional Association (“ACA”), the National Commission on Correctional Health Care (“NCCCHC”), the Institute for Medical Quality (“IMQ”), and Title 15 and Title 24 of the CCR.
2. Operate the health care program in a cost-effective manner with full reporting and accountability respectively to the Stanislaus County Sheriff, Stanislaus County Chief Probation Officer and the Stanislaus County Board of Supervisors.
3. Operate the health care program at full staffing, using only licensed, certified and professionally trained personnel. Staff must be trained and must adhere to County Policies and Procedures.
4. Implement a written health care plan with clear objectives, policies, and procedures and to provide an annual evaluation of compliance therewith.
5. Maintain an open and cooperative relationship with the administration and staff of the Custodial Facilities, to include weekly multi-disciplinary meetings at each facility.
6. Operate the health care program in full accordance with standards established by the IMQ; achieve IMQ accreditation within nine (9) months of the beginning contract year for all four Custodial Facilities; and maintain IMQ accreditation throughout the term of the contract including any extensions of the contract.
7. Operate the health care program in a humane manner with respect to the Detainees' right to basic health care services.
8. Maintain professional relationships with local hospitals and clinics.
9. Maintain a working knowledge of the current best practices and a comprehensive understanding of the issues related to comprehensive health care services to adult inmates and juvenile detainees (collectively, “Detainees”) at the Custodial Facilities.
10. Specific Responsibilities. The Consultant shall be responsible for all medical care for all Detainees at the Custodial Facilities. The term "medical care" includes dental care and vision care. The Consultant’s responsibility for such medical care shall commence with each Detainee who has been remanded to the custody of the Custodial Facilities or booked and end with the release of the Detainee from the custody of the County. Consultant shall also be required to provide emergency medical care as needed to Detainees pending completion of the booking process.

11. Staffing. Consultant shall provide staffing seven (7) days per week at each of the Custodial Facilities. Consultant must recruit, screen, credential, interview, hire, train and supervise all health care staff. Such health care staff must be adequate to meet all conditions and specifications set forth in this Agreement. All medical staff providing services under this Agreement must be licensed to practice in the State of California. Consultant acknowledges that Consultant's employees assigned to provide services under this Agreement shall be required to undergo a rigorous, in-depth background investigation (High Level Background) to determine his/her suitability for such assignment. Such High Level Background shall be in addition to any screening or interviewing performed by Proposer as part of its normal hiring process. The County, in its sole discretion, reserves the right to bar any of Proposer's employees from providing services at such locations on the basis of background investigation process.

- 11.1 Key Positions: Consultant shall provide staffing of the following key positions at all times:
- 11.1.1 A full-time, on-site Program Administrator with a minimum of two (2) years of California experience, who shall have general responsibility for the successful delivery of health care for each of the Custodial Facilities.
  - 11.1.2 A qualified, California licensed dentist;
  - 11.1.3 A qualified, California licensed director of nursing; and
  - 11.1.4 A qualified, California licensed physician serving as medical director.

At County's discretion, Consultant may be subject to a fine of \$1,000 per day for its failure to staff any one of these four (4) key positions.

- 11.2 Other Positions: Consultant shall also provide, at a minimum, staffing as follows:
- 11.2.1 A physician, family nurse practitioner, physician's assistant or a registered nurse operating under standardized procedures to provide sick call seven (7) days a week with emergency response during nights and weekends.
  - 11.2.2 A physician available 24 hours a day (on-site or on call). Sufficient local physician time should be provided to assure that a physician is on-site forty (40) hours per week for patient care and clinical supervision/oversight of the health care program staff, of which six (6) shall be at Juvenile Hall. For purposes of this Agreement, a "local physician" is defined as one who is able to respond on-site within two (2) hours notice. There must be timely attention to the medical needs of the inmate/detainee. If a physician is needed and the physician is not available on-site, referral to a community resource is required.
  - 11.2.3 Arrangements for twenty-four (24) hour a day emergency services shall include handling of on-site emergencies and the availability of acute hospital emergency room and inpatient services.
  - 11.2.4 Twenty-four (24) hour a day physical presence in the medical units (when occupied) of the Adult Facilities by a health care staff person, supervised by a registered nurse. Physicians shall document visits to inmates/detainees and detainees housed in facility medical units as clinically indicated. At Juvenile Hall, a twenty-four (24) hour a day physical presence by no less than a licensed vocational nurse.
  - 11.2.5 Eight (8) hours a day (day shift), seven (7) days a week, on-site coverage by a licensed registered nurse at the Honor Farm and Juvenile Hall.
  - 11.2.6 Availability of licensed registered nurses on-site to assist, when requested, with intake medical evaluations twenty-four (24) hours per day at each Adult Facility.

12. Intake Health Screening. County staff will perform an Intake Health Screening at all Custodial Facilities. Nursing staff will respond to requests for consultation on Intake Screenings as required. At a minimum, the Intake Screening shall include:

12.1 Documentation of current illnesses and health problems, including medications taken, and special health requirements.

12.2 Notation of body deformities; trauma markings; bruises; ease of movement; etc.

12.3 Behavior observations, including state of consciousness, mental status, and whether the Inmate is under the influence of alcohol or drugs.

12.4 Conditions of skin and body orifices, including infestations.

A standard form will be used for purposes of recording the information of the Intake Screening and will be included in the automated health record of the inmate. Referral of the inmate for special housing, emergency health services, or additional medical specialties will be noted as appropriate.

13. Custody; Security. Consultant shall have no responsibility for providing security at the Custodial Facilities or for the custody of any Detainee at any time, such responsibility being solely that of the County.

14. Off-site Care. Consultant shall identify the needs for and schedule, coordinate and pay for any inpatient or outpatient hospitalization of any Detainee. This shall include all institutional charges, physician charges and any and all additional charges. This also includes responsibility for making emergency arrangements for ambulance service to the hospital and reimbursement to the local ambulance organization for the services provided. Consultant shall identify the need for and shall schedule, coordinate and pay for all non-emergency and emergency medical care rendered to Detainees inside the Custodial Facilities and shall coordinate with Custodial Staff.

15. Policies and Procedures. Consultant shall prepare specific policies and procedures for the administration of health care services and chronic disease management at the Custodial Facilities. Policies are to be coordinated with the policies and procedures of each of the Custodial Facilities. Consultant shall make such policies and procedures available in a manual, to be reviewed and updated as necessary on no less than an annual basis. In areas that impact the security and general administration of the Custodial Facilities, the policies and procedures of the Consultant are subject to review and approval of County. Without limiting the responsibility of the Consultant to make its own medical care judgments, or the discretion of the Custodial Facilities administration to perform its responsibilities under law, those areas are as follows:

15.1 Drug and syringe security and distribution.

15.2 Alcohol and drug medical detoxification.

15.3 Identification, care and treatment of Detainees with special medical needs, including but not limited to, individuals with hepatitis, epilepsy, physical disabilities, those with Human Immunodeficiency Virus (HIV), and those with any other disease that can be sexually transmitted.

15.4 Suicide prevention.

15.5 Medical assessment, monitoring and care of Detainees who have been subject to chemical, physical or mechanical restraints used by Custodial Staff.

15.6 Program planning for pre-release arrangements for continuing medical together with participation in relevant programs upon return into the community.

15.7 Consent for health care.

15.8 Medication distribution.

15.9 Policies regarding age and sex appropriate health education.

County retains the right to review and approve policies and procedures of the Consultant in any other area affecting the performance of the Consultant's responsibilities under law.

16. Medical Records.

16.1 Consultant shall maintain complete and accurate medical and dental records for each Detainee separate from the confinement records maintained by the Custodial Facilities. In any criminal or civil litigation where the physical or mental condition of a Detainee is at issue, Consultant shall provide access to such records to the administrator of the Custodial Facilities and, upon written request to Stanislaus County Counsel.

16.2 Existing medical records and all medical records prepared by Consultant shall be the property of the County. Consultant shall be the custodian of records for the County and respond to subpoenas regarding medical records and/or treatment. At the termination of this Agreement, the medical records shall become the property of the County.

16.3 Consultant will have the ability to maintain all medical records electronically. If Consultant does not have an automated medical records collection system, Consultant must agree to develop a system at its own expense during the first six (6) months of this Agreement.

16.4 Consultant shall supply the County with an electronic export of all County-owned medical records that exist in the Consultant's electronic medical records system on a monthly basis. This export must be in a format that can easily be consumed or transferred to other electronic medical records systems. Formats that are appropriate include: native RDBMS export; SMC; and delimited flat files. All records must include primary keys, foreign keys and any other information necessary to keep the referential integrity of the data intact.

17. Ancillary Services; Prosthetic Devices, etc.

17.1 Consultant shall identify the need, schedule, and coordinate and pay for all supporting diagnostic examinations, both inside and outside the Custodial Facilities. Consultant shall also provide and pay for all laboratory services, as indicated. All laboratory services provided shall be performed at a licensed facility.

17.2 Consultant shall, at its own expense, provide medically necessary laboratory, radiology and EKG services as well as follow-up for health problems identified thereby, including but not limited to inpatient or outpatient hospitalization; appropriate monitoring and prescription of medications; consultations with specialty physicians, etc. for Detainees. Consultant will submit a monthly report of costs for all outside services provided.

17.3 Consultant shall, at its own expense, provide medical and dental prosthetic devices and aids (such as hearing aids and corrective eyeglasses) when medically indicated as determined by the responsible physician or dentist.

17.4 Consultant shall use Doctor's Medical Center ("DMC") or any other hospital facility designated by the County for patients needing hospitalization and emergency services to the extent that they can provide the required services and to the extent that this is medically appropriate.

18. Pharmacy Program. Consultant shall, at its own expense, provide a comprehensive pharmacy program (the "Pharmacy Program") for the Custodial Facilities beginning with the physician's prescribing of medication (or within 24 hours of booking pursuant to paragraph 19 below); the filling of the

prescription; the dispensing of medication; and the necessary record keeping. Consultant shall be responsible for the costs of all drugs administered. The Pharmacy Program shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician or psychiatrist and shall be administered and dispensed by a licensed nurse. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the Custodial Facilities. Consultant shall be responsible for the costs of all drugs (both prescription and over-the-counter) administered and for all supplies associated with dispensing of medications, i.e., syringes, gloves, cups, etc. Consultant shall also be responsible for any bridge medication as described in paragraph 19 below.

19. Continuity of Care. Consultant shall make every effort to obtain health information and records from previous health care providers with the consent of the Detainee or parent/legal guardian for minors, when the Detainee presents with a current medical problem being treated prior to incarceration. Consultant shall evaluate current medications within 24 hours of booking and continue such medications as deemed appropriate by the responsible physician. Consultant shall communicate with County's Behavioral Health & Recovery Service and Health Services Agency on an "as needed" basis and with any treating clinician to promote continuity of care. In any case where a detainee is released and in need of on-going medication, Consultant shall make arrangements for a courtesy 7-day bridge of the medication.
20. First Aid. Consultant shall provide on-site triage and administer first aid or emergency care at the Custodial Facilities to any Detainee, visitor or County employee on the premises as needed to stabilize, assess and make any referrals or transfers to medical facilities as deemed necessary. Consultant shall document any incidents and submit them to the County. Consultant shall also check for supplies every month and restock when necessary all First Aid kits within each of the Custodial Facilities (including booking, vehicle sally port and transportation vehicles).
21. Female Detainee Specialty Needs Program. Consultant shall develop, administer and be financially responsible for a defined program for meeting the special needs of the female population (e.g., pregnancy, lactating mothers, family planning services, etc.) which shall include the following:
  - 21.1 Screening for sexually transmitted disease.
  - 21.2 Availability of prenatal/OB care at least once per week.
  - 21.3 Annual Pap testing and breast examinations as medically indicated.
  - 21.4 Access to obstetrical and gynecological specialists.
  - 21.5 Health education on women's issues.
  - 21.6 The continuation of contraceptive medication as medically necessary based on guidelines set forth by the American Public Health Association.
  - 21.7 Provision, at its own expense, of therapeutic abortions necessary to preserve the health or life of the female.
  - 21.8 Mammogram services for all women over the age of forty (40) at the time of the annual health assessment unless medically contraindicated.
  - 21.9 Provision, at its own expense, of elective, non-therapeutic abortions in accordance with applicable state and federal law.

22. Infection Control Program. Consultant shall, at its own expense, provide an Infection Control Program in compliance with Centers for Disease Control guidelines and California Occupational Safety and Health Administration ("Cal OSHA") regulations that includes at a minimum:
  - 22.1 Committee meetings shall be held at least quarterly, which shall include documented minutes of such meetings.
  - 22.2 Identifying an appropriately qualified infection control coordinator.
  - 22.3 Development and implementation of infection control policies and procedures.
  - 22.4 Concurrent surveillance of patients and staff.
  - 22.5 Prevention techniques training for the Custodial Facilities staff.
  - 22.6 Treatment of infection in accordance with State and Federal regulations and statutes.
  - 22.7 Reporting of infection in accordance with State and Federal regulations and statutes, which shall include notification to the Directors of Custodial Facilities, and the Public Health Department of all communicable diseases, including but not limited to TB, Hepatitis and HIV.
  - 22.8 Provider shall obtain blood samples from Detainees voluntarily or by Court order pursuant to Health and Safety Code Section 121060 and Penal Code Sections 295 through 299.7 and Section 1202.6.
23. Addition to Infection Control Program. The Infection Control Program for the Custodial Facilities shall include Consultant's provision of seasonal flu vaccine, Hepatitis series, PPD/Tuberculosis testing and any other required vaccination for all departmental staff as required by Cal OSHA Standards, which shall include Tuberculosis solution, syringes, alcohol wipes and documentation. The County shall provide all serums.
24. Detainee Education Program. Consultant shall develop and operate, at its own expense, educational programs for Detainees.
25. Discharge Planning. Consultant shall provide a discharge plan for every Detainee receiving medical care to ensure continuity of care. Consultant shall also assist in establishing a referral network and consolidation of patient information into a concise folder for staff use when coordinating linkage for care upon release or transfer. This manual shall include local resources available primarily for indigent or medical care, sexually transmitted diseases, infectious diseases such as HIV or hepatitis, chronic illnesses, disabilities and mental illness. When provided of advance notice of the pending release of a Detainee, Consultant shall attempt to schedule follow-up in the community after release. Consultant shall inform and educate Detainees about local resources available through such resources. Consultant shall arrange for a courtesy 7-day bridge of any necessary on-going medication prescribed for Detainees to be released as set forth in paragraph 19 above.
26. Consultative Services. Consultant shall provide a consultation service to the Stanislaus County Probation Department and the Stanislaus County Sheriff's Department on any and all aspects of the health care delivery system at the Custodial Facilities, including evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new facilities, alternate pharmaceutical and other systems, and on any other matter upon which the Directors seek the advice and counsel of the Consultant.
27. Specialty and Chronic Care. Based upon the Detainee's history and physical assessment findings, Consultant shall establish individualized and specific special needs treatment plans for chronically ill,



convalescing or pregnant Detainees. The treatment plan will include short and long term goals and the methods by which the goals will be pursued and instructions to health care personnel regarding activities, special diets, pharmaceutical therapy, and personal hygiene needs (i.e., bathing, diapering etc.). The treatment plan will provide instructions to health care personnel regarding activities, special diets, pharmaceutical therapy, and Detainee education. Detainees requiring close watch will be held in the observation cell in booking. Intoxicated and substance-abusing minors will receive education and treatment in accordance with Section 1431 of Title 15.

28. Services to Custodial Staff. Consultant shall provide:

28.1 On-site instruction and training service to all Custodial Facility Staff as follows:

<b>Training</b>	<b>Frequency</b>
Urgent and emergent medical conditions – training to booking personnel on recognizing urgent issues	Annually
Signs and symptoms of chemical dependency	Annually
Management issues related to substance abuse	Annually
Communicable disease, infection control, MRSA, etc.	Annually

28.2 Thirty-two (32) hours of instruction every year concerning health issues.

28.3 Physicals for staff as needed for purposes of obtaining Class B license.

29. Detoxification Program. Consultant shall, at its own expense, provide a medical detoxification program for drug and/or alcohol addicted Detainees in compliance with all applicable IMQ standards, which shall be administered as medically indicated containing at a minimum the following provisions:

29.1 Detoxification Services will be performed under Medical Supervision.

29.2 Detainees will be assessed by medical personnel when admitted to the sobering cell.

29.3 Medical staff will check Detainees in sobering cell upon admission, every six (6) hours thereafter, and any time when requested by County staff.

30. Quality Assurance. Consultant shall facilitate regular, quarterly Quality Assurance meetings with County. Discussions at such meetings shall include but not be limited to reports from:

30.1 Quality Improvement Program.

30.2 Medical Audit Committee.

30.3 Sentinel Events.

30.4 Statistical Data.

30.5 Utilization Management.

30.7 Dental and vision programs.

31. Quality Improvement Program. Consultant shall develop and maintain, at its own expense, a Quality Improvement Program (“QIP”) to ensure that systems and programs work effectively to ensure that quality health care services are provided as medically indicated. Such program shall be in compliance

with ACA and NCCHC standards, as well as IMQ and California specific standards. The QIP will be used to establish a Quality Improvement Plan for the Custodial Facilities, which shall include the development of a Medical Audit Committee ("MAC").

- 31.1. On an annual basis, reviews will include access to care; intake screening; health appraisal; continuity of care; nursing care; pharmacy services; diagnostic services; dental care; emergency care; disaster drills; hospitalizations; environmental inspections; Detainee grievances; risk management; policy and procedure review; utilization management; safety and sanitation; infection control; seclusion and restraint; adverse Detainee occurrences; and all mortalities.
- 31.2 As part of the QIP, Consultant shall maintain a Sentinel Event Review Committee to review sentinel and critical events identifying and addressing all contributing factors in an effort to improve health care services and prevent recurring events. Such sentinel and critical events include but are not limited to Detainee deaths; suicide attempts; use of medical restraints; medical emergencies; and other events designated by Consultant's Chief Medical Officer.
32. Utilization Management Program. Consultant shall develop and operate, at its own expense, a utilization management program to assure the provision of medically necessary health care services in the most appropriate health care setting. Such program shall include a case manager responsible for communicating with hospitals to monitor the conditions of admitted Detainees and ensure their understanding of on-site capabilities.
33. Reports. By the tenth calendar day of each month in a Medical Administrative Meeting, Consultant shall provide statistical reports to County including, but not limited to:
  - 33.1 Quarterly Utilization Reports with YTD annual summary details.
  - 33.2 Monthly Drug Utilization.
  - 33.3 Monthly Chronic Care/Special Needs Report with narrative of treatment plans.
  - 33.4 Weekly Inpatient/Detainee Hospitalization and Outlook.
  - 33.5 Ad hoc notifications of ER visits and hospital admissions, including copies of all billing statements and payment information.
  - 33.6 Monthly HR reports (filled positions, vacancies, recruiting and retention strategies).
  - 33.7 Quarterly Updated Provider Directory.
  - 33.8 Monthly Statistics on Sick Call, Doctors Clinic, Psychotropic drug use.
  - 33.9 Monthly Deaths.
  - 33.10 Monthly Suicide data (i.e., attempts taken and precautions taken).
  - 33.11 Monthly Sobering and safety cell admissions.
  - 33.12 Monthly Ambulance transports In and Out.
  - 33.13 Monthly Off-site hospital admissions.
  - 33.15 Monthly Off-site ambulatory procedures.

- 33.16 Monthly Medical specialty consultation referrals.
- 33.17 Monthly Medications administered.
- 33.18 Monthly Fourteen (14) day history and physical assessment for adult inmates and ninety-six (96) hour history and physical assessment for juvenile detainees.
- 33.19 Monthly Intake medical screening.
- 33.21 Monthly Detainees seen by the dentist.
- 33.22 Monthly Diagnostic studies.
- 33.23 Monthly Communicable disease reporting.
- 33.24 Monthly Report of third party reimbursement, pursuit and recovery.
- 33.25 Monthly Summary of completed medical incident report.
- 33.26 Monthly Summary of completed medical grievance report.
- 33.27 Monthly Hours worked by contracted medical staff.

Such reports shall be sent to:

**Stanislaus County Probation Dept.**

Stanislaus County Probation Dept.  
 Attn: Superintendent, Juvenile Hall  
 2215 Blue Gum Avenue  
 Modesto, CA 95358

**Stanislaus County Sheriff's Dept.**

Stanislaus County Sheriff's Dept.  
 Attn: Bureau of Administrative Services Commander  
 424 E. Hackett Road  
 Modesto, CA 95358

with a copy to: Stanislaus County Chief Executive Office  
 Attn: Jail Medical Manager  
 1010 10th Street, Suite 6800  
 Modesto, CA 95354

**II. SCOPE OF WORK – SPECIFIC TO ADULT FACILITIES**

1. **Comprehensive Health Assessment.** Consultant shall perform a Comprehensive Health Assessment on each Detainee within fourteen (14) calendar days of the arrival of the Detainee at any of the Stanislaus County Downtown Men's Jail, the Public Safety Center, or the Honor Farm (collectively, the "Adult Facilities"). Such assessment shall be performed by a qualified medical professional. At a minimum, the Comprehensive Health Assessment shall include:
  - 1.1 Review of the Intake Screening (including health history) and obtain any additional data needed to complete the standard health history, including but not limited to:
    - 1.1.1 Inquiry into current illnesses and health problems and conditions:
      - a Current illnesses and health problems including medical, mental health and dental.
      - b. Any past history of tuberculosis or other infectious or communicable diseases or symptoms including chronic cough, hemoptysis, lethargy, weakness, weight loss, loss of appetite, fever, night sweats.

- c. Mental health problems including suicidal ideation, psychosis and hospitalizations in conjunction with the Mental Health intake specialist.
  - d. Dental problems.
  - e. Allergies.
  - f. Medications and special health needs (non-formulary medications may be provided for up to seven days. A physician will assess patients need for non-formulary meds within seven days of intake).
  - g. Use of alcohol and other drugs, including types, methods, date and time of last use and problems associated with ceasing use.
  - h. Notation of personal physician and any medical risk.
  - i. Other health problems as designated by the responsible physician.
- 1.1.2. Observation of the following:
- a. Appearances, which includes states of consciousness, mental status, conduct, tremors and sweating.
  - b. Behavior such as disorderly, appropriate, insensible.
  - c. Body deformities and ease of movement, trauma markings, bruises, lesions, eye movement, and/or jaundice.
  - c. Identification of disabilities and special equipment needed.
  - e. Persistent cough or lethargy.
  - f. Condition of skin including trauma markings, scars, tattoos, bruises, lesions, jaundice, rashes and infestations, and needle marks or other indications of substance abuse.
- 1.1.3 Verification of medication in a timely manner.
- 1.1.4 Initiation of clinical pathways as indicated by the inmate's health condition.
- 1.1.5 Notation of the patient disposition based upon the information obtained in the receiving screening process.
- 1.1.6 Inform the inmate of the grievance process and right to health care and how to access medical, mental health and dental services while at the facility.
- 1.1.7 Referrals for special housing, emergency care or specialty care as necessary. Documentation of the date and time when referral/placement actually takes place.
- 1.1.8 For inmates with a physical handicap or disability, make a determination as to the existence of a condition and the need for any medical treatment to be provided.
- 1.1.9 Verification of medically necessary special diets.
- 1.1.10 Inquiry into health insurance coverage and explanation of the inmate co-pay policy.
- 1.2 Recording of vital signs, height and weight.
- 1.3 Mental health appraisal.
- 1.4 PPD test for tuberculosis and venereal disease testing.
- 1.5 Screening tests for Human Immunodeficiency Virus (HIV).
- 1.6 Laboratory and/or other diagnostic tests performed per IMQ guidelines to detect Hepatitis A, B or C, or other communicable and sexually transmitted diseases. Lab test will be performed per IMQ guidelines and as medically indicated.

- 1.7 The collection of additional health data to complete the medical, dental, prescription, mental health and immunization histories.
- 1.8 A physical examination (including breast, rectal and testicular exams as indicated by the patient's gender, age and risk factors).
- 1.9 For females, inquiry into menstrual cycle and unusual bleeding; the current use of contraceptives; medications; the presence of an IUD; breast masses and nipple discharge; and pregnancy tests will be conducted. If indicated, testing will also be conducted for gonorrhea.
- 1.10 Additional tests as required based on the original screening tests.
- 1.11 Oral screening, instruction in oral hygiene and oral health education.
- 1.12 Vision screening and hearing screening.
- 1.13 Other tests and examinations as appropriate, required and indicated (SMA 12, urinalysis, EKG, etc.).
- 1.14 The initiation of therapy and immunizations, when indicated.
- 1.15 Additional data necessary to complete a standard history and physical.

Any abnormal results of the Comprehensive Health Assessment shall be reviewed by a physician or FNP/PA for appropriate disposition.

- 2. Job-Related Health Clearances. Consultant will perform health clearances to enable inmates to prepare and handle food product for those assigned to work in the support services kitchen. Consultant will provide County with written verification thereof. Provider will perform health clearances for inmate facility transfers within four (4) hours of receiving the transfer list and at least once per shift.
- 3. Dental Program. Consultant shall provide and be financially responsible for a dental program for the entire inmate population which shall include but not be limited to:
  - 3.1 Twenty-four (24) hour emergency dental services. Initial Dental Screening to be given to all inmates within fourteen (14) calendar days of his or her admission to the Adult Facilities. At a minimum, the Initial Dental Screening shall include:
    - 3.1.1 Prevention of dental disease and oral hygiene education.
    - 3.1.2 Charting of decayed, missing and filled teeth.
    - 3.1.3 Obtaining a dental history of the inmate.
    - 3.1.4 Dental specialist referrals, if needed.
    - 3.1.5 Provision of all dental prosthetics and lab services as required.
    - 3.1.6 Provision of maxillofacial surgery services when indicated.
  - 3.2 Necessary treatments including fillings; extractions; incisions and drainage; control of bleeding; and any indicated surgery based on the inmate's expected period of incarceration.

- 3.3 Limited restorative care.
- 3.4 Prophylactic care for long-term inmates.
- 3.5 Dental prosthetics as medically required.
- 3.6 Appropriate recordation of all of the above as part of the inmate's medical record.

### **III. SCOPE OF WORK – SPECIFIC TO JUVENILE HALL**

1. Comprehensive Health Assessment. Consultant shall perform a comprehensive Health Assessment in compliance with Title 15 requirements on each Detainee within ninety-six (96) hours of the arrival of the Detainee at the Stanislaus County Juvenile Hall. Such assessment shall be performed in a location that protects the privacy of the Detainee and by a qualified medical professional. At a minimum, the comprehensive Health Assessment shall include a health history, examination, laboratory and diagnostic testing, and necessary immunizations as outlined below:
  - 1.1 Review of the Intake Screening.
  - 1.2 History of and current illnesses, operations, injuries, medications allergies, immunizations, systems review, exposure to communicable diseases, family health history, habits (e.g., tobacco, alcohol and other drugs), developmental history (e.g., school, home, and peer relations), sexual activity, contraceptive methods, reproductive history, physical and sexual abuse, neglect, history of mental illness, self-injury, and suicidal ideation.
  - 1.3 Verification of medication in a timely manner.
  - 1.4 Behavior observations including state of consciousness, mental status and whether the detainee is under the influence of alcohol or drugs (detainees who have ingested or appear to be under the influence of intoxicating substances will be cleared in accordance with Section 1431 of Title 15.
  - 1.5 Notation of body deformities, trauma markings, bruises, ease of movement, etc.
  - 1.6 Condition of skin and body orifices, including infestations.
  - 1.7 Oral screening, instruction in oral hygiene and oral health education.
  - 1.8 Vision screening and hearing screening.
  - 1.9 Screening tests for tuberculosis, venereal disease (sexually transmitted diseases), Human Immunodeficiency Virus (HIV), Hepatitis A, B or C, and other communicable diseases. Lab test will be performed per IMQ guidelines and as medically indicated.
  - 1.10 Additional lab work as directed by the physician for particular medical or health problems.
  - 1.11 Additional tests as required, based on the original screening tests.
  - 1.12 Recording of height, weight, pulse, blood pressure and temperature.
  - 1.13 Verification of medically necessary special diets.

- 1.14 Informing the detainee of the grievance process; the right to health care; and how to access medical care, mental health care and dental services while at the facility.
  - 1.15 The Health Assessment of females will also include an inquiry about menstrual cycle and unusual bleeding, the current use of contraceptive medications, the presence of an IUD, breast masses and nipple discharge, and possible pregnancy.
  - 1.16. Any abnormal results of the Health Assessment shall be reviewed by a physician or FNP/PA for appropriate disposition.
  - 1.17 Recommendations for special housing, dietary, emergency health services, or additional medical specialties will be made as appropriate.
  - 1.18 Immunizations shall be verified and, within two weeks of the health appraisal/medical examination, a program shall be started to bring the minor's immunizations up-to-date in accordance with current public health guidelines (including TDAP).
  - 1.19 Seasonal flu vaccine, HPV (Gardasil), and the Meningococcal vaccine shall also be provided with parental consent.
  - 1.20 Pursuant to Welfare & Institutions Code Section 222(a) any female in the custody of a local juvenile facility shall have the right to summon and receive the services of any physician and surgeon of her choice in order to determine whether she is pregnant. If she is found to be pregnant, she is entitled to a determination of the extent of the medical services needed by her and to the receipt of those services from the physician and surgeon of her choice. Any expenses occasioned by the services of a physician and surgeon whose services are not provided by the facility shall be borne by the female.
2. Dental Services. Consultant shall provide medically necessary dental services in Juvenile Hall on a 24-hour a day basis, in accordance with Title 15 regulations. Dental treatment shall be provided to Detainees as necessary to respond to acute conditions and to avert adverse effects on the Detainee's health. Such treatment is not limited to extractions. While Title 15 regulations do not specifically require professional dental hygiene services and preventative maintenance, consideration should be given to providing such treatment for Detainees with unusually long periods of confinement in order to prevent deterioration of dental health over the extended time frame. Consultant may be requested by County to provide such preventive maintenance. Instruction in dental hygiene is an important element of health education and should also be considered in the area of dental services.
  3. Quality Assurance. Consultant shall participate in the weekly Juvenile Facility Health and Wellness Committee to review health related issues, activities, policies and programs. Consultant shall also assist in planning and implementing activities to promote health within the Juvenile Facility.

## **APPENDIX C – SCOPE OF WORK (Mental Health)**

The Consultant shall be the sole supplier and/or coordinator of the mental health care system for the Stanislaus County Downtown Men's Jail, Public Safety Center, Honor Farm and Stanislaus County Juvenile Hall (collectively, the "Custodial Facilities"). Consultant shall provide comprehensive services that are legally defensible; which meet correctional standards of mental health care; and which comply with applicable State and local laws including the medical aspects of Title 15 and Title 24 of the California Code of Regulations (the "CCR").

### **I. SCOPE OF WORK**

In order to provide services, Consultant shall:

1. Deliver high quality mental health care services that can be audited against standards established by the American Correctional Association ("ACA"), the National Commission on Correctional Health Care ("NCCCHC"), the Institute for Medical Quality ("IMQ"), and Title 15 and Title 24 of the CCR.
2. Operate the mental health care program in a cost-effective manner with full reporting and accountability respectively to the Stanislaus County Sheriff, Stanislaus County Chief Probation Officer and the Stanislaus County Board of Supervisors.
3. Operate the mental health care program at full staffing, using only licensed, certified and professionally trained personnel. Staff must be trained and must adhere to County Policies and Procedures.
4. Implement a written mental health care plan with clear objectives, policies, and procedures and to provide an annual evaluation of compliance therewith.
5. Maintain an open and cooperative relationship with the administration and staff of the Custodial Facilities, to include weekly multi-disciplinary meetings at each facility.
6. Operate the mental health care program in full accordance with standards established by the IMQ; achieve IMQ accreditation within nine (9) months of the beginning contract year for all four Custodial Facilities; and maintain IMQ accreditation throughout the term of the contract including any extensions of the contract.
7. Operate the mental health care program in a humane manner with respect to the Detainees' right to basic health care services.
8. Maintain professional relationships with local hospitals and clinics.
9. Maintain a working knowledge of the current best practices and a comprehensive understanding of the issues related to comprehensive mental health care services to adult inmates and juvenile detainees (collectively, "Detainees") at the Custodial Facilities.
10. Specific Responsibilities. The Consultant shall be responsible for all mental health care for all Detainees at the Custodial Facilities. The Consultant's responsibility for such mental health care shall commence with each Detainee who has been remanded to the custody of the Custodial Facilities or booked and end with the release of the Detainee from the custody of the County. Consultant shall also be required to provide emergency mental health care as needed to Detainees pending completion of the booking process.



11. Staffing. Consultant shall provide staffing seven (7) days per week at each of the Custodial Facilities. Consultant must recruit, screen, credential, interview, hire, train and supervise all mental health care staff. Such mental health care staff must be adequate to meet all conditions and specifications set forth in this Agreement. All mental health staff providing services under this Agreement must be licensed to practice in the State of California and submit to County's security screening. The County reserves the right to approve or reject any of Consultant's mental health care personnel.
  - 11.1 Key Position: Consultant shall provide staffing of a qualified, California licensed psychiatrist on site for a minimum of twenty (20) hours per week. Consultant may be subject to a fine of \$1,000 per day for its failure to staff any this key position.
12. Intake Screening. County staff will perform an Intake Screening at all Custodial Facilities. Consultant nursing staff will respond to requests for consultation on Intake Screenings as required. At a minimum, the Intake Screening shall include:
  - 12.1 Documentation of current illnesses and mental health problems, including medications taken, and special health requirements.
  - 12.2 Notation of body deformities; trauma markings; bruises; ease of movement; etc.
  - 12.3 Behavior observations, including state of consciousness, mental status, and whether the Inmate is under the influence of alcohol or drugs.
  - 12.4 Conditions of skin and body orifices, including infestations.

A standard form will be used for purposes of recording the information of the Intake Screening and will be included in the automated health record of the inmate. Referral of the inmate for special housing, emergency health services, or additional medical specialties will be noted as appropriate.
13. Custody; Security. Consultant shall have no responsibility for providing security at the Custodial Facilities or for the custody of any Detainee at any time, such responsibility being solely that of the County.
14. Off-Site and On-Site Care. Consultant shall identify the needs for and schedule, coordinate any inpatient or outpatient hospitalization of any Detainee. This also includes responsibility for making emergency arrangements for ambulance service to the hospital and reimbursement to the local ambulance organization for the services provided. Consultant shall identify the need for and shall schedule, coordinate and pay for all non-emergency and emergency mental health care rendered to Detainees inside the Custodial Facilities and shall coordinate with Custodial Staff.
15. Policies and Procedures. Consultant shall prepare specific policies and procedures for the administration of mental health care services at the Custodial Facilities. Policies are to be coordinated with the policies and procedures of each of the Custodial Facilities including the policies and procedures for mental health care. Consultant shall make such policies and procedures available in a manual, to be reviewed and updated as necessary on no less than an annual basis. In areas that impact the security and general administration of the Custodial Facilities, the policies and procedures of the Consultant are subject to review and approval of County. Without limiting the responsibility of the Consultant to make its own mental health care judgments, or the discretion of the Custodial Facilities administration to perform its responsibilities under law, those areas are as follows:

- 15.1.1 Suicide prevention.
- 15.1.2 Identification, care and treatment of individuals suffering from any mental illness, disease or injury, including, but not limited to, those Detainees presenting a danger to themselves and others.
- 15.1.3 Program planning for pre-release arrangements for continuing mental health care, together with participation in relevant programs upon return into the community.
- 15.1.4 Medication distribution.

County retains the right to review and approve policies and procedures of the Consultant in any other area affecting the performance of the Consultant's responsibilities under law.

16. Medical Records.

- 16.1 Consultant shall maintain complete and accurate mental health records for each Detainee separate from the confinement records maintained by the Custodial Facilities. In any criminal or civil litigation where the physical or mental condition of a Detainee is at issue, Consultant shall provide access to such records to the administrator of the Custodial Facilities and, upon written request to Stanislaus County Counsel.
- 16.2 Existing mental health records and all mental health records prepared by Consultant shall be the property of the County. Consultant shall be the custodian of records for the County and respond to subpoenas regarding mental health records and/or treatment. At the termination of this Agreement, the mental health records shall become the property of the County.
- 16.3 Consultant will have the ability to maintain all mental health records electronically. If Consultant does not have an automated mental health records collection system, Consultant must agree to develop a system at its own expense during the first six (6) months of this Agreement.
- 16.4 Consultant shall supply the County with an electronic export of all County-owned mental health records that exist in the Consultant's electronic medical records system on a monthly basis. This export must be in a format that can easily be consumed or transferred to other electronic medical records systems. Formats that are appropriate include: native RDBMS export; SMC; and delimited flat files. All records must include primary keys, foreign keys and any other information necessary to keep the referential integrity of the data intact.

17. Pharmacy Program. Consultant shall, at its own expense, provide a comprehensive pharmacy program (the "Pharmacy Program") for the Custodial Facilities beginning with the physician's prescribing of medication (or within 24 hours of booking pursuant to paragraph 18 below); the filling of the prescription; the dispensing of medication; and the necessary record keeping. Consultant shall be responsible for the costs of all drugs administered. The Pharmacy Program shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician or psychiatrist and shall be administered and dispensed by a licensed nurse. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the Custodial Facilities. Consultant shall be responsible for the costs of all drugs (both prescription and over-the-counter) administered and for all supplies associated with dispensing of medications, i.e., syringes, gloves, cups, etc. Consultant shall also be responsible for any bridge medication as described in paragraph 18 below.

18. Continuity of Care. Consultant shall make every effort to obtain mental health information and records from previous mental health care providers with the consent of the Detainee or parent/legal guardian for minors, when the Detainee presents with a current mental health problem being treated prior to incarceration. Consultant shall evaluate current medications within 24 hours of booking and continue such medications as deemed appropriate by the responsible physician. Consultant shall communicate with County's Behavioral Health & Recovery Service and Health Services Agency on an "as needed" basis and with any treating clinician to promote continuity of care. In any case where a detainee is released and in need of on-going medication, Consultant shall make arrangements for a courtesy 7-day bridge of the medication.
19. Discharge Planning. Consultant shall provide a discharge plan for every Detainee receiving mental health care to ensure continuity of care. Consultant shall also assist in establishing a referral network and consolidation of patient information into a concise folder for staff use when coordinating linkage for care upon release or transfer. This manual shall include local resources available primarily for indigent or mental health care. When provided with advance notice of the pending release of a Detainee, Consultant shall attempt to schedule follow-up in the community after release. Consultant shall inform and educate Detainees about local resources available. Consultant shall arrange for a courtesy 7-day bridge of any necessary on-going medication prescribed for Detainees to be released as set forth in paragraph 18 above.
20. Consultative Services. Consultant shall provide a consultation service to the Stanislaus County Probation Department and the Stanislaus County Sheriff's Department on any and all aspects of the mental health care delivery system at the Custodial Facilities, including evaluations and recommendations concerning new programs, staffing patterns for new facilities, alternate pharmaceutical and other systems, and on any other matter upon which the Directors seek the advice and counsel of the Consultant.
21. Custodial Staff Training. Consultant shall provide:

21.1 On-site instruction and training service to all Custodial Facility Staff as follows:

<b>Training</b>	<b>Frequency</b>
Suicide recognition and prevention	Annually
Signs and symptoms of mental illness	Annually
Interacting with mentally ill offenders	Annually
Recognition & treatment of developmentally disabled	Annually

21.2 Physicals for staff as needed for purposes of obtaining Class B license.

22. Quality Assurance. Consultant shall facilitate regular, quarterly Quality Assurance meetings with County. Discussions at such meetings shall include but not be limited to reports from:
  - 22.1 Quality Improvement Program.
  - 22.2 Medical Audit Committee.
  - 22.3 Sentinel Events.
  - 22.4 Statistical Data.
  - 22.5 Utilization Management.
  - 22.6 Mental health update.

23. Quality Improvement Program. Consultant shall develop and maintain, at its own expense, a Quality Improvement Program ("QIP") to ensure that systems and programs work effectively to ensure that quality mental health care services are provided as medically indicated. Such program shall be in compliance with ACA and NCCHC standards, as well as IMQ and California specific standards. The QIP will be used to establish a Quality Improvement Plan for the Custodial Facilities, which shall include the development of a Medical Audit Committee ("MAC").
  - 23.1. On an annual basis, reviews will include access to care; intake screening; health appraisal; continuity of care; nursing care; pharmacy services; diagnostic services; emergency care; disaster drills; hospitalizations; environmental inspections; Detainee grievances; risk management; policy and procedure review; utilization management; safety and sanitation; infection control; seclusion and restraint; adverse Detainee occurrences; and all mortalities.
  - 23.2. As part of the QIP, Consultant shall maintain a Sentinel Event Review Committee to review sentinel and critical events identifying and addressing all contributing factors in an effort to improve health care services and prevent recurring events. Such sentinel and critical events include but are not limited to Detainee deaths; suicide attempts; use of medical restraints; medical emergencies; and other events designated by Consultant's Chief Medical Officer.
24. Utilization Management Program. Consultant shall develop and operate, at its own expense, a utilization management program to assure the provision of medically necessary mental health care services in the most appropriate mental health care setting. Such program shall include a case manager responsible for communicating with hospitals to monitor the conditions of admitted Detainees and ensure their understanding of on-site capabilities.
25. Reports. By the tenth calendar day of each month, Consultant shall provide statistical reports to County including, but not limited to:
  - 25.1. Quarterly Utilization Reports with YTD annual summary details.
  - 25.2. Monthly Drug Utilization.
  - 25.3. Weekly Inpatient/Detainee Hospitalization and Outlook.
  - 25.4. Ad hoc notifications of ER visits and hospital admissions, including copies of all billing statements and payment information.
  - 25.5. Monthly HR reports (filled positions, vacancies, recruiting and retention strategies).
  - 25.6. Quarterly Updated Provider Directory.
  - 25.7. Monthly Ambulance transports In and Out.
  - 25.8. Monthly Off-site hospital admissions.
  - 25.9. Monthly Inpatient bed days for mental health services.
  - 25.10. Monthly Medications administered.
  - 25.11. Monthly Detainees seen by mental health professionals.
  - 25.12. Monthly Diagnostic studies.

- 25.13 Monthly Report of third party reimbursement, pursuit and recovery.
- 25.14 Monthly Summary of completed mental health incident report.
- 25.15 Monthly Summary of completed mental health grievance report.
- 25.16 Monthly Hours worked by contracted medical staff.

Such reports shall be sent to:

**Stanislaus County Probation Dept.**  
 Stanislaus County Probation Dept.  
 Attn: Superintendent, Juvenile Hall  
 2215 Blue Gum Avenue  
 Modesto, CA 95358

**Stanislaus County Sheriff's Dept.**  
 Stanislaus County Sheriff's Dept.  
 Attn: Bureau of Administrative  
 Services Commander  
 424 E. Hackett Road  
 Modesto, CA 95358

a copy to: Stanislaus County Chief Executive Office  
 Attn: Jail Medical Manager  
 1010 10th Street, Suite 6800  
 Modesto, CA 95354

**II. SCOPE OF WORK – SPECIFIC TO ADULT FACILITIES**

- 1. Comprehensive Mental Health Assessment. Consultant shall perform a Comprehensive Mental Health Assessment on each Detainee within fourteen (14) calendar days of the arrival of the Detainee at any of the Stanislaus County Downtown Men's Jail, the Public Safety Center, or the Honor Farm (collectively, the "Adult Facilities"). Such assessment shall be performed by a qualified mental health professional. At a minimum, the Comprehensive Mental Health Assessment shall include:
  - 1.1 Review of the Intake Screening and Comprehensive Health Assessment and obtain any additional data needed to complete the standard mental health history, including but not limited to:
    - 1.1.1 Inquiry into current illnesses and health problems and conditions:
      - a Current mental health.
      - b. Mental health problems including suicidal ideation, psychosis and hospitalizations in conjunction with the Mental Health intake specialist.
      - c. Use of alcohol and other drugs, including types, methods, date and time of last use and problems associated with ceasing use.
      - d. Notation of personal physician and any medical risk.
      - e. Other health problems as designated by the responsible physician.
    - 1.1.2. Observation of the following:
      - a. Appearances, which includes states of consciousness, mental status, conduct, tremors and sweating.
      - b. Behavior such as disorderly, appropriate, insensible.
      - c. Body deformities and ease of movement, trauma markings, bruises, lesions, eye movement, and/or jaundice.
      - c. Identification of disabilities and special equipment needed.
      - e. Condition of skin including trauma markings, scars, tattoos, bruises, lesions, jaundice, rashes and infestations, and needle marks or other indications of substance abuse.

- 1.1.3 Verification of medication in a timely manner.
  - 1.1.4. Initiation of clinical pathways as indicated by the inmate's mental health condition.
  - 1.1.4 Notation of the patient disposition based upon the information obtained in the receiving screening process.
  - 1.1.5 Inform the inmate of the grievance process and right to mental health care and how to access mental health while at the facility.
  - 1.1.6 Referrals for special housing, emergency care or specialty care as necessary. Documentation of the date and time when referral/placement actually takes place.
  - 1.1.7 Inquiry into health insurance coverage and explanation of the inmate co-pay policy.
- 1.2 Mental health appraisal.
  - 1.3 The collection of additional health data to complete the mental health history.

Any abnormal results of the Comprehensive Mental Health Assessment shall be reviewed by a physician or FNP/PA for appropriate disposition.

2. Mental Health Program. Consultant shall provide and be financially responsible for an on-site mental health program to provide services to all inmates incarcerated in the Adult Facilities in accordance with the requirements of the IMQ, Title 15 of the California Code of Regulations and all other applicable state and federal laws.

- 2.1. Such program shall include but not be limited to:
  - 2.1.1 Inmate assessment and evaluation.
  - 2.1.2 Suicide prevention.
  - 2.1.3 Special needs treatment plans.
  - 2.1.4 Psychiatric services.
  - 2.1.5 Special observation.
  - 2.1.6 Individual and group counseling.
  - 2.1.7 Multidisciplinary communications.
  - 2.1.8 Psychotropic medications.
  - 2.1.9 Referrals for care.
  - 2.1.10 Ongoing care
  - 2.1.11 Discharge planning.

- 2.2 Consultant shall perform a mental health screening of each inmate no later than fourteen (14) days after admission to the Adult Facilities, which shall include:
  - 2.2.1 History of psychiatric treatment and outpatient treatment.
  - 2.2.2 Current psychotropic medication.
  - 2.2.3 Suicidal indication and history of suicide behavior.
  - 2.2.4 Drug and alcohol usage.
  - 2.2.5 History of sex offenses.
  - 2.2.6 History of expressively violent behavior.
  - 2.2.7 History of victimization due to criminal violence.
  - 2.2.8 History of cerebral trauma or seizures.
  - 2.2.9 Emotional response to incarceration.
- 2.3 An additional mental health screening will be performed on women who have given birth within the last year and are charged with murder or attempted murder of their infants. The screening shall be performed by a qualified medical/mental health professional. Appropriate care and treatment shall be provided.
- 2.4 Upon referral to the mental health providers for follow-up, a comprehensive diagnostic examination will be conducted to include:
  - 2.4.1 Psycho-social history.
  - 2.4.2 Mental status evaluation.
  - 2.4.3 Assessment of suicidal risk.
  - 2.4.4 Potential for violence.
  - 2.4.5 Special housing needs.
- 2.5 Notwithstanding the foregoing provisions, regarding the mental health services to be provided by Consultant, all Court-ordered referrals of persons charged solely with misdemeanor offenses for mental health services pursuant to Penal Code section 1367 et seq. are excluded from the mental health services to be provided by Consultant pursuant to this Agreement and shall remain the responsibility of County's Behavioral Health & Recovery Services (BHRS) and its Director.
- 2.6 Consultant will have a psychiatrist available on site for a minimum of twenty (20) hours per week and at least one psychiatric nurse available eight (8) hours per day.
- 2.7 Consultant shall collaborate and partner with BHRS for re-entry planning and assist in coordinating care of individuals receiving services from BHRS who become incarcerated.

- 2.8 The Consultant is not expected to restore inmates to competency, but will be required to document the need for restoration in cooperation with the Stanislaus County District Attorney's Office. The Consultant will also be required to provide inmates sent back from State Hospitals with the medication prescribed to maintain competency.

### III. SCOPE OF WORK – SPECIFIC TO JUVENILE HALL

1. Comprehensive Mental Health Assessment. Consultant shall perform a comprehensive Mental Health Assessment in compliance with Title 15 requirements on each Detainee within ninety-six (96) hours of the arrival of the Detainee at the Stanislaus County Juvenile Hall. Such assessment shall be performed in a location that protects the privacy of the Detainee and by a qualified medical professional. At a minimum, the Comprehensive Mental Health Assessment shall include a health history, examination, laboratory and diagnostic testing, and necessary immunizations as outlined below:
  - 1.1 Review of the Intake Screening and the Comprehensive Health Assessment;
  - 1.2 History of and current illnesses, operations, injuries, medications allergies, immunizations, systems review, exposure to communicable diseases, family health history, habits (e.g., tobacco, alcohol and other drugs), developmental history (e.g., school, home, and peer relations), sexual activity, contraceptive methods, reproductive history, physical and sexual abuse, neglect, history of mental illness including psychosis and hospitalizations, self-injury, and suicidal ideation;
  - 1.3 Notation of personal physician/psychiatrist and any medical risk.
  - 1.4 Verification of medication in a timely manner.
  - 1.5 Behavior observations including state of consciousness, mental status and whether the detainee is under the influence of alcohol or drugs (detainees who have ingested or appear to be under the influence of intoxicating substances will be cleared in accordance with Section 1431 of Title 15;
  - 1.6 Notation of body deformities, trauma markings, scars, bruises, ease of movement, etc;
  - 1.7 Additional tests as required, based on the original screening tests; and
  - 1.8 Any abnormal results of the Mental Health Assessment shall be reviewed by a physician for appropriate disposition.
  - 1.9 Recommendations for special housing, dietary needs, emergency health services or additional medical specialties will be made as appropriate.
  - 2.0 Informing the detainee of the grievance process; the right to health care; and how to access medical care, mental health care and dental services while at the facility.
2. Mental Health Services. Consultant shall collaborate with the BHRS Juvenile Justice Mental Health Psychiatric Team (the “BHRS-JJMH Psychiatric Team”) with regard to care and treatment of persons detained in the Stanislaus County Juvenile Hall. Specifically, the Consultant shall:
  - 2.1 Have a psychiatrist available for a minimum of eight (8) hours per week and a psychiatric nurse available twelve (12) hours per week.



- 2.2 Collaborate and share Detainee information with the BHRS-JJMH Psychiatric Team with regard to Detainee care and treatment.
  - 2.3 Arrange for its nursing staff and the JJMH Psychiatric Team members to meet at least once every quarter year in order to evaluate their respective performances, the level of cooperation and collaboration in the provision of necessary mental health services, including medication, and in order to facilitate the optimum amount of cooperation and collaboration between Consultant and the JJMH Psychiatric Team. At the request of either Consultant's nursing staff or the JJMH Psychiatric Team, more frequent meetings may be held as necessary.
3. Quality Assurance. Consultant shall participate in the weekly Juvenile Facility Health and Wellness Committee to review mental health related issues, activities, policies and programs. Consultant shall also assist in planning and implementing activities to promote mental health within the Juvenile Facility.











**APPENDIX E – PRICING PROPOSAL**

**Proposers must submit pricing using this form, which shall be used as the basis for Phase III of the Evaluation Process. Proposers may submit an alternate pricing proposal separately in addition to this required Pricing Proposal. Such alternate pricing will not be considered as part of the evaluation process but may be incorporated into the final agreement.**

**I. MEDICAL CARE SERVICES**

**A. BASE PRICING:**

Proposers shall submit base pricing in the table below using a minimum of 1,305 and a maximum of 1,450 for the Average Daily Population.

<b>Year #</b>	<b>Period Covered</b>	<b>Annual Base Amount</b>	<b>Monthly Base Amount</b>	<b>Per Diem</b>
1	2/1/2013 – 1/31/2014			
2	2/1/2014 – 1/31/2015			
3	2/1/2015 – 1/31/2016			
4	2/1/2016 – 1/31/2017			
5	2/1/2017 – 1/31/2018			
*6	2/1/2018 – 1/31/2019			
*7	2/1/2019 – 1/31/2020			

*\*Denotes optional extension term*

**B. ADJUSTMENT:**

In the event the Average Daily Population falls below the minimum of 1,305 or exceeds the maximum of 1,450 the Base Pricing shown above shall be adjusted in accordance with the methodology set forth below.

USE ADDITIONAL SHEET(S) IF NECESSARY

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