

Alameda County Sheriff's Office

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



Gregory J. Ahern, Sheriff

Director of Emergency Services
Coroner - Marshal

August 4, 2016

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

Dear Board Members:

SUBJECT: AWARD A CONTRACT FOR COMPREHENSIVE MEDICAL CARE,
REQUEST FOR PROPOSAL NO. 901426; BID AMOUNT: \$135,332,762

RECOMMENDATIONS:

- A. Approve and execute a contract, attached hereto, for Master Contract No. 901426, Procurement Contract No. 13418 with California Forensic Medical Group, Inc. (Principal: Donald Myll; Location: Monterey) to provide Comprehensive Medical Care services to the Alameda County Sheriff's Office, for the term of 08/05/16 – 8/04/19, in the bid amount of \$135,332,762;
- B. Find that the pricing ambiguity created by the Request for Proposal Addendum was not material and did not create an advantage or disadvantage for any bidder; and
- C. Find the omission of local preference points does not void the procurement or resulting contract.

DISCUSSION/SUMMARY:

Alameda County Detention and Corrections facilities are managed by the Alameda County Sheriff's Office, who is primarily accountable for the care, custody, and control of the inmates housed in two separate detention facilities: Santa Rita Jail (SRJ), 5325 Broder Boulevard, Dublin, CA; and Glenn E. Dyer Detention Facility (GEDDF), 550 - 8th Street, Oakland, CA.

In recent years, approximately 60,000 inmates have been processed through the County's detention and corrections' facilities each year. The inmate population is cyclical, typically with a higher census during the winter months. The average daily population of inmates ranges from 2,400 to 4,500, housed in "new generation facilities" where as many medical services as possible are provided to the inmates in the facility, rather than taking the inmates to a separate medical facility.

On November 3, 2015, the General Services Agency (GSA) received a request from the Alameda County Sheriff's Office (ACSO) to conduct a procurement for comprehensive medical care services and associated systems of care for inmates at SRJ and GEDDF. The contract term will be three years, with one two-year option to renew and an additional one-year option to renew. A Request for Proposal (RFP) to find qualified vendors to provide comprehensive medical care services was prepared and presented to the Board on February 2, 2016. The RFP did not require participation in the County's Small, Local and Emerging Business (SLEB) Program or award points for local preference pursuant to the County's local preference ordinance, Alameda County Administrative Code Section 4.12.150. The Board approved issuance of the RFP.

Alameda County Administrative Code Section 4.12.150 provides that a 5% bid preference shall be granted to Alameda County products or vendors on all sealed bids, except with respect to contracts which State law requires to be granted to the lowest responsible bidder. This RFP was a formal sealed bid (for expenditures estimated to exceed \$100,000) and did not require award to the lowest bidder. The Administrative Code provides that an action such as the omission of the local preference in this RFP "renders the contract or transaction involved voidable at the option of the Board of Supervisors." Admin. Code Section 4.12.090. It is recommended, as part of the award of a contract for this procurement, that your Board find that the omission of local preference points does not void the procurement or resulting contract and approve the contract as requested.

The contract start date is August 5, 2016 for transition activities, with the provision of medical services beginning at 12 a.m. on October 1, 2016.

SELECTION CRITERIA/PROCESS:

ACSO has determined that the County does not currently have the resources to provide comprehensive medical care services.

ACSO worked with GSA-Procurement to develop and issue an RFP. The RFP was issued on February 2, 2016; posted on the website for 59 days; sent to the 15 responders and 3,562 subscribers to the E-Gov Goods and Services or Professional Services-Current Contract Opportunities mailing service. Two mandatory networking/bidders conferences were held and were attended by six vendors.

On March 31, 2016, three responses to the RFP were received. All responses were evaluated by the County Selection Committee (CSC) comprised of a representative from each of the following: a large Northern California County Sheriff's Agency, a smaller Bay Area County Health and Human Services Agency, a medium-sized Northern California County Sheriff's Office, ACSO, and Alameda County Behavioral Health Care Services (BHCS). All three vendors who submitted proposals were interviewed by the CSC.

On April 29, 2016, notices of recommendation to award a contract to California Forensic Medical Group, Inc. (CFMG) were issued and negotiations for the contract began.

On May 6, 2016, GSA-Office of Acquisition Policy (OAP) received a protest letter from bidder Corizon Health, Inc. challenging the recommendation of award to CFMG. After consideration of all the protest allegations and review of the procurement process for award of this contract, OAP determined that the bid protest was found to be unsubstantiated, that the bid process was consistent with the RFP requirements, and that all bids were evaluated fairly as described in the RFP. As part of the bid protest review, OAP did find that the County's addendum response to question 74 created an ambiguity for the bidders in the preparation of costs as they related to Medi-Cal reimbursements.

Scoring for the cost component was as follows:

	CACCS		Corizon		CFMG	
	<i>Rating</i>	<i>Score</i>	<i>Rating</i>	<i>Score</i>	<i>Rating</i>	<i>Score</i>
<i>15 Weighted Points</i>	<i>4.20</i>	<i>63.05</i>	<i>5.0</i>	<i>75.00</i>	<i>4.22</i>	<i>63.37</i>

Scoring was not based on fees or reimbursement revenue that would be retained by the bidders, but on the fee that would be charged to the County. The ambiguity did not affect the scoring, did not create an advantage or disadvantage to any bidders, and was not material to the procurement. It is recommended, as part of the award of a contract for this procurement, that the Board find that the pricing ambiguity created by the RFP Addendum was not material and did not create an advantage or disadvantage for any bidder.

On May 27, 2016, Alameda County Auditor-Controller's Office of Contract Compliance and Reporting (OCCR) received an appeal letter from bidder Corizon Health, Inc. to challenge the decision of GSA-OAP that the bid protest was unsubstantiated.

On July 26, 2016, OCCR determined that an award should not be made as a result of ambiguities in the RFP process and deviations from standard County procurement practices. As such, authorization for the GSA Director to reject all bids received for Request for Proposal No. 901426 for Comprehensive Medical Care Services, and to re-issue a Request for Proposal for Comprehensive Medical Care Services was requested.

On August 2, 2016, your Board rejected the recommendation to reject all bids, and scheduled a special meeting to consider awarding the contract to the recommended vendor, CFMG.

CFMG has proposed the best method and coverage for providing comprehensive medical care services and staffing to the inmates in ACSO custody. The CFMG proposal contained a clear plan for maintaining the required 100% staffing levels. CFMG's current presence in California will allow them to fulfill open positions through an internal pool versus through a staffing agency. In addition, CFMG has interviewed over 130 staff members currently employed at SRJ and GEDDF for retention. CFMG is committed to working with Alameda County Health Care Services Agency (HCSA) and any other County identified entity with regards to criminal justice medical services. CFMG offers a cloud-based medical records system for ease of permitted levels of access for ACSO, BHCS, and medical staff to share medical records, eliminating the current paper system within the first year of the contract. The CFMG proposal contained a solid transition plan with a transition team that will be onsite until the full conversion is complete.

A maximum total of 500 evaluation points were available for this RFP.

There is no opportunity to subcontract for comprehensive medical care services; therefore, the SLEB requirement for this contract was waived by OAP, SLEB waiver No. 3972, valid through June 30, 2019.

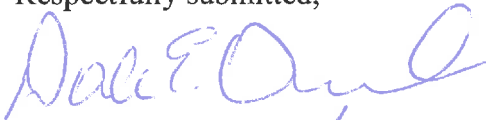
The following is the evaluation summary:


<i>Vendor</i>	<i>Location</i>	<i>Evaluation Points</i>
<i>California Forensic Medical Group Inc.</i>	<i>Monterey, CA</i>	<i>445</i>
<i>California CCS, P.C.</i>	<i>Alameda, CA</i>	<i>429</i>
<i>Corizon Health, Inc.</i>	<i>Brentwood, TN</i>	<i>305</i>

FUNDING:

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

Respectfully submitted,


 Gregory J. Ahern
 Sheriff/Coroner


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

Attachment

WAH:UW:ttM:\Board Letters\Purchasing\FY 2016-17\901426 BL Comprehensive Medical Care.doc

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

**COUNTY OF ALAMEDA
STANDARD SERVICE AGREEMENT**

This Agreement, dated as of May 6, 2016, is by and between the County of Alameda, hereinafter referred to as the "County", and California Forensic Medical Group, Inc. hereinafter referred to as the "Contractor".

WITNESSETH

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

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

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

- Exhibit A Description of Services
- Exhibit A-1 Description of Transition Activities
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E HIPAA Business Associate Agreement
- Exhibit F Staffing Matrices
- Exhibit O Iran Contracting Act (ICA) OF 2010

The term of this Agreement shall be from August 8, 2016 through August 7, 2019, with the provision of medical services ("Medical Services Start Date") beginning at 12:00 a.m. on October 1, 2016.

The compensation payable to Contractor hereunder shall not exceed one hundred thirty-five million, three hundred thirty-two thousand, seven hundred sixty-two dollars (\$135,332,762) for the term of this Agreement.

TEAM
REVISION
APPROVED
DONALD
MYLL
CFO
8/3/16

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

COUNTY OF ALAMEDA

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

By: _____
Signature

By: Raymond Herr
Signature

Name: _____
(Printed)

Name: RAYMOND HERR, M.D.
(Printed)

Title: President of the Board of Supervisors

Title: President & Treasurer

Date: _____

Date: 5-27-16

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

Approved as to Form:
Donna R. Ziegler, County Counsel

By: Kathleen Pacheco
Kathleen Pacheco, Senior Deputy County Counsel

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

6. CONFORMITY WITH LAW AND SAFETY:

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION:

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

declared ineligible, or voluntarily excluded from participation in such transaction.

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

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

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

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

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the

County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

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

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Alameda County Sheriff's Office
1401 Lakeside Drive, 12th Floor
Finance Department
Oakland, CA 94612
Attn: Reynaldo Bondoc

To Contractor: CALIFORNIA FORENSIC MEDICAL GROUP, INC.
2511 Garden Road, Suite A-160
Monterey, CA 93940
Attn: Ben Rice

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

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

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national

origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

- c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County

further reserves the right to examine and reexamine said books, records and data during the three period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three years after the County makes the final or last payment or within three years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

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

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

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

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).

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

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

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

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW AND VENUE:** This Agreement shall be governed by the laws of the State of California. The exclusive venue for any dispute related to this Agreement, including its formation, interpretation and performance, shall be the Superior Court, County of Alameda, California
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other

breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

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

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

Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

- c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. EXTENSION: This agreement may be extended for an additional two years by mutual agreement of the County and the Contractor. This agreement may be extended for an additional year by mutual agreement of the County and the Contractor
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A
DESCRIPTION OF SERVICES

SECTION I

1. Contractor shall provide Comprehensive Medical Care Services ("Services") as contained in this Exhibit A
 - a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901426, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 - b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

Contractor shall begin providing Services on at 12:00 a.m. on October 1, 2016 "Medical Services Start Date". Contractor shall begin the transition to providing Services on August 8, 2016 pursuant to the Transition Scope of Services ("Transition Activities") attached hereto as Exhibit A-1. The Transition Activities shall be performed by Contractor at no cost to County with charges under this Agreement starting with the provision of Comprehensive Medical Care Services. All insurance requirements must be in place and met during the Transition Activities, with the exception of medical malpractice which shall be in place on or before the medical services start date.

3. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Joanna Garcia	Director of Operations
TBD	Health Services Administrator
Kathy Wild	Quality Assurance Coordinator
TBD	Director of Nursing
TBD	Assistant Health Services Administrator
TBD	Director of Women's Health
TBD	Infection Control Coordinator

For any position without key personnel identified (noted by TBD), Contractor shall provide the names to County during the first 15 days of the Transition Activities period.

Contractor agrees that it shall not transfer or reassign the individuals identified above and during the Transition Activities period as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to

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present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

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

SECTION II

Contractor shall have and maintain the following minimum qualifications:

- A. *National Commission on Correctional Health Care (NCCHC) Accreditation.* Within 180 days of the contract start date Contractor must complete the necessary steps with the NCCHC based on the existing accreditation to name them as a medical services provider or obtain NCCHC accreditation for an Opioid Treatment Program (OTP). Contractor shall operate the onsite methadone detoxification program for inmates who were enrolled in a methadone maintenance treatment program in the community prior to incarceration in accordance with all NCCHC standards. Contractor will coordinate with NCCHC the notification and transition to ensure continuation of the current NCCHC accreditation for the OTP. Contractor will also ensure that the OTP continues to achieve ongoing accreditation following the term of the current accreditation period. Contractor will comply with all the NCCHC standards that are used to ensure continued accreditation.
- B. *Staff Minimum Qualifications.* The medical professionals providing services through the Contractor, including doctors and nurses, MUST individually meet and maintain the following minimum qualifications.
1. *Supervising Doctors and Nurses.* Each supervising doctor and nurse must have a California license and have at least three years' experience in medical practice at a correctional facility after obtaining his or her credentials.
 2. *Health Services Administrator.* The Health Services Administrator must be a master level manager/administrator with minimum five years' experience in health care management services, with three of those years' in a correctional facility health care setting. The individual in the position shall have a bachelor's degree and master's degree in business or related field (such as health care administration).
 3. *Other Supervisors.* All other supervisors must have at least three years' experience in the profession providing similar services in a detention and/or correctional facility.
 4. *Discharge Plan Coordinators.* All Discharge Plan Coordinators shall have a Licensed Clinical Social Worker (LCSW) or Licensed Professional Counselor (LPC) certification.
 5. *Waiver by Contractor.* Contractor may seek a waiver of a specific qualification with a request to substitute experience or other qualifications by submitting such request in writing to County.
- C. *Security and Background Checks.* All service providers, employees, and subcontractors working at the Facilities must pass and maintain, to the satisfaction of ACSO, a security and background check performed by ACSO. Failure to pass, divulge information, or comply with the background process will prohibit an individual from entry into ACSO facilities. Any security and background checks performed by ACSO shall be in addition to the new hire and routine, background checks, reference checks, and other procedures performed by the Contractor. Contractor shall submit all candidates for employment to the ACSO for background checks and approval on a timely basis.

- D. Contractor shall ensure all health care staff and sub-contract staff are appropriately licensed, certified, and registered to perform their assigned duties in compliance with applicable state and federal law. Health care staff may perform only those tasks permitted by their licensure and credentials, and within their scope of training. Contractor shall strictly enforce and monitor licensing on a periodic basis, including maintaining an internal license verification database in its Human Resources office with creation and review of a monthly verification report.
- E. All receiving screenings and all inmate medical assessments shall be done by a Registered Nurses or a higher level care provider (physician, physician's assistant, or nurse practitioner).

SECTION III

- A. **Summary:** Contractor shall be provide and be responsible for inmate health care services immediately upon the inmate being brought and accepted into ACSO's custody through the intake processes at both Santa Rita Jail, (SRJ) at 5325 Broder Boulevard, Dublin, California and Glenn E. Dyer Detention Facility (GEDDF) at 550 6th street, Oakland, California and throughout the term of inmate detention. Contractor is responsible for providing, paying and coordinating all medical services brought to the inmate, and the services provided at medical sites within the facilities arranging and paying for outside services. Contractor shall also participate and assist with the transition of services as needed when an inmate leaves detention.
- B. **Requirements.** Contractor, through its system of care, programs, and services must provide, at a minimum, the following services, and structure during the term of the contract:
1. **SERVICES:** Contractor shall provide comprehensive health care services for inmates housed at the SRJ and GEDDF facilities, including preventative services. Contractor's services shall include the following minimum levels of service:
 - a. *Intake Health Screening.* Intake screening shall be performed for all inmates, including transferees, by a licensed registered nurse (RN) at the time of booking. Booking takes place intermittently but is heaviest on the P.M. shift. Mandatory tuberculosis testing shall be started at this point of contact in accordance with State and local standards. Contractor, in consultation with County, shall develop an intake pre-screening procedure for medical, mental health issues and referrals.
 - b. *Fourteen Day Health Appraisal.* An appraisal shall be performed by a RN or higher level care provider (physician, physician's assistant, or nurse practitioner) of all incoming inmates, which meets the ACA standards, and is fully compliant with County protocols and requirements. ACA standards include that an examination (history and physical) of all inmates coming into custody be completed within the first 14 days of their incarceration.
 - c. *General Healthcare.* Contractor shall provide basic healthcare services to inmates including preventative care.
 - d. *Sick Call.*
 - (1) Inmates shall have access to essential health care services at all times. At a minimum, a RN shall be on duty at all times and a physician shall be on duty as required in the staffing matrixes and on call during all other shifts.
 - (2) Contractor shall conduct sick call seven days a week at both facilities. Sick call shall be held in the medical rooms located in the inmate housing areas of the facilities or other locations at the facility. Sick calls shall be performed by an RN or higher-level care provider (physician, physician's assistant, or nurse practitioner).

- (3) An RN or higher level care provider (physician, physician's assistant, or nurse practitioner) will make daily rounds for all segregation units. Any and all assessments shall be done by an RN or higher.
- (4) Additional sick call hours may be added as required or requested by County.
- e. *Health Care Plans.* Contractor is responsible for development and implementation of Health Care Plans. Inmates being treated at each facility shall have health care plans with clear goals, objectives, policies, and procedures for documenting goal achievements.
- f. *Best Practices.* Contractor shall provide recommendations to ACSO and BHCS and assistance with policy updates, legal updates, or compliance changes in ACA Standards and other applicable laws or standards.
- g. *Leadership.* Contractor's administrative leadership services shall have cost accountability and, if requested, justify medical care and responsiveness.
- h. *Food Services – Special Diets.* Contractor shall provide recommendations for all medical and special needs diets. Contractor shall adhere to the medical dietary standards outlined in Title 15, Section 1248, as they may change from time to time and all other legal requirements.
- i. *Services On-Site Outpatient Housing Unit Care – SRJ.*

Contractor shall appropriately utilize the space available including the 25 beds in 20 rooms. Contractor operations at the Out Patient Housing Unit (OPHU) shall include:

- (1) A Physician on-site eight hours per day, 40 hours per week, Monday through Friday, approved holidays excepted. In addition a physician shall perform rounds at the OPHU on Saturdays and Sundays and approved holidays.
- (2) Contractor will make effective use of the OPHU for the provision of intermittent, sub-acute skilled nursing care and observation of inmates. The physician will make daily medical rounds and will be responsible for admitting and discharging inmates to and from the OPHU. On the weekend Contractor shall have a physician and a mid-level provider to assist immediately should an issue arise.
- (3) Physician on call 24 hours per day, when there is no doctor already on-site.
- (4) Contractor may not fulfill any RN requirement by an on-call RN. All requirements for RNs are that they must be located on-site.
- (5) 24 hour nursing services, including on-site supervision in the OPHU by a RN on a 24 hours basis.

- (6) Providing an on-site copy of the Manual of Nursing Services. and,
 - (7) Separate, individual, and complete medical record for each inmate.
- j. *Services Suicide Prevention Program.* Contractor shall coordinate with BHCS, as the lead agency in the Suicide Prevention Program. This shall include:
- (1) Attending program meetings and working in collaboration to provide pre-screening and crisis intervention.
 - (2) Provisions of a physician to participate in the program, review issues related to suicide prevention and address the resolution of problems in accordance with applicable ACA/NCCHC standards.
 - (3) Contractor will work collaboratively with BHCS to provide pre-screening and crisis intervention, making certain that all medical treatment needs are addressed and outside transfer to a facility is considered especially for severely unstable or mentally-ill inmates.
 - (4) For every inmate placed in a safety cell placement on a suicide watch, Contractor shall have a RN or higher level care provider (physician, physician's assistant or nurse practitioner) physically check the inmate at least two times every eight hours, a minimum of three hours apart. These checks shall be in addition to any checks conducted by any County staff.
 - (5) Contractor shall work cooperatively with BHCS, however, Contractor is responsible for the health and well-being of the inmate, including medication, vitals, other medical needs, and confirmation of wellbeing.
- k. *Dental Services.* Contractor shall provide emergency, medically necessary, and non-emergency dental services, including but not limited to extractions and hygienic cleanings. Services shall be provided 40 hours per week at the GEDDF and five days a week and 80 hours per week at SRJ unless a lesser number of hours are agreed to in writing by the Contracts Lieutenant.
- (1) Based on the inmate's length of stay and priorities listed, Contractor will provide the following treatment:
 - (a) Relief of pain and treatment of acute infections, including hemorrhage, toothaches, broken, loose or knocked out teeth, abscesses, and dry sockets after extractions.
 - (b) Extraction of unsalvageable teeth.
 - (c) Repair of injured or carious teeth.
 - (d) Removal of irritation conditions that may lead to malignancies (if incarceration is prolonged).

- (e) Dental hygiene services and exam for inmates in custody for a year or more.
 - (2) Contractor will provide triage, prioritize, and then schedule inmates to see the dentist. Inmates requiring oral attention will be scheduled to see the dentist as soon as possible. If the inmates dental requirements are emergent, the dentist will see them as soon as possible.
 - (3) For elective work that can be deferred Contractor will provide appropriate referral information upon the inmate's release.
 - (4) The County has plans to construct an oral surgery suite and recovery room at SRJ. The planning and construction is anticipated to take one to three years. The County will purchase and own all equipment related to the oral surgery suite. Upon completion of the renovation, Contractor will be responsible for obtaining the oral surgeon, all required licensing, and certification to operate the out-patient surgery suite and post-surgery sterilization of the surgical suite and equipment.
- l. *Special Needs of Pregnant and Postpartum Women.* Contractor shall care for the special needs of pregnant and postpartum women, including, but not be limited to:
- (1) Optional Screening and testing for pregnancy at the time of booking the inmate into the facility;
 - (2) Following Pregnant Female Protocols established by statutes, regulations, County Policies, and Procedures. Any new protocols must be approved in writing by County.
 - (3) Referrals and coordination with community based methadone treatment program experienced in the special needs of pregnant/postpartum clients.
 - (4) Prenatal education and counseling; and
 - (5) Coordination of special medical services. If requested by County, Contractor shall provide verification by supplying copies of written agreements with service providers to assure the continuous availability of the full range of routine and emergency obstetrical services including management of high risk conditions.
- m. *Family Planning Services.* Contractor shall provide family planning services pursuant to Penal Code Sections 3409, 3440, 4023.5 and other applicable laws.
- n. *Prosthesis/Glasses.* Contractor shall provide and make payment for medically required medical and dental prosthesis and eye glasses.
- o. *Consulting Services and Medical Equipment.* Making arrangements and payments for all consulting medical specialty services and special medical

equipment (i.e. braces, crutches, etc.). Special medical equipment is defined as durable medical equipment (DME) as set forth under Medicare Part B plans and includes, but is not limited to diabetic supplies, canes, crutches, walkers, commode chairs, home type oxygen equipment, traction equipment, etc., excluding wheelchairs. As further defined, DME is equipment which 1) can withstand repeated use, 2) is primarily and customarily used to serve a medical purpose, 3) is generally not useful to a person in the absence of illness or injury, and 4) is appropriate for use in the inmates housing area. The use of any DME within the Facilities will be with the approval of the ACSO. For any major equipment, including beds and seat lift mechanisms, Contractor shall meet with County to discuss the need and if County will be purchasing and retaining ownership of the equipment.

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

(1) **Laboratory Services.**

- (a) Contractor will provide medically necessary diagnostic laboratory testing through the approved laboratory. Whenever possible, laboratory tests will be conducted on site. Laboratory testing includes routine, special chemistry and toxicology analysis.
- (b) Contractor will coordinate with the approved laboratory for timely pickup and delivery of accurate reporting within 24 hours.
- (c) Within 24-48 hours, the physician will review, date and initial laboratory data upon receipt of test results. Once reviewed, the results are filed in the inmate's health record and a plan of care established, as appropriate and immediately report crisis levels to the supervising physician.

(2) **Radiology Services.**

- (a) Contractor will use the on-site digital X-Ray facility, staffed by an X-Ray technologist to maximize the use of on-site X-Ray services. Contractor will contract with imaging and radiology provider acceptable to the County.
- (b) A board certified or board eligible radiologist will interpret all test results. The site physician will review and initiate all radiology results and develop a follow-up care plan as indicated.

(3) **Electrocardiogram (ECG) Services.**

- (a) Contractor will provide ECG services on site and is responsible for all equipment and supplies required for these services.
- (b) A cardiologist shall provide an over read of performed studies.

(4) **Dialysis.**

- (a) Contractor will contract with DaVita Dialysis to provide on-site dialysis services, including all equipment, labor, and supplies.
- (b) Hemodialysis services will be provided three times a week to those who have been medically determined to receive such treatment.
- (c) If inmate population needs increase Contractor will work with DaVita and ACSO to manage services within the jail to accommodate any increases numbers with two dialysis chairs.

- (5) **Diagnostic Records.** Contractor shall provide diagnostic results electronically, through the EMR System, once established. Laboratory and Radiology reports will be integrated via messages into an inmate's chart. If a results interface is not being used, results can be manually entered and/or reports can be scanned or uploaded into an inmate's chart.
- t. *E-Consult.* Contractor may use e-Consult to provide near-real-time consultations with a panel of medical specialists. Using e-Consult, Contractor's on-site physicians, and mid-level providers can access any one of 24 specialties and 35 sub-specialties, including infectious disease, orthopedics, and cardiology. These specialists can either confirm that Contractor should send the patient for an off-site referral or, as happens about half the time, provide expertise to support management on-site, reducing unnecessary offsite referrals, and ensuring optimal clinical care. All e-Consults shall be documented in the patient chart. Upon completion of an approved referral, appointments are set and scheduled.
- u. *Detoxification from Drug and Alcohol.* Contractor shall provide detoxification services in accordance with the American Correctional Association standards. The services shall include a methadone maintenance/detoxification program and obtaining all licenses necessary to operate the program. Contractor shall assure that pregnant women with histories of drug dependency are evaluated on-site by registered nurses immediately and referred within four hours for high risk obstetrical evaluation. Contractor shall coordinate and pay enrollment and assessment services of pregnant opiate addicted women for methadone maintenance programs.
- v. *Hearing/Language Interpreters.* Contractor will be prepared, have available, and work with interpreters to ensure that screening and provisions of services are provided for all inmates. Contractor shall provide, and bear costs for, hearing and language interpreters for medical care, which shall include all intakes, assessments, clinics, and all medical related appointments, as needed, required, and/or requested by the inmate. Only if absolutely necessary, Contractor may request assistance from ACSO in order to meet this obligation.
- w. *Court Orders.* Contractor shall promptly follow all court orders. Contractor will testify in court as needed.
- (1) Contractor shall abide by and follow all court orders that relate to inmate medical care and services.
- (2) For every court order related to inmate medical services, the Contractor shall provide written notice to ACSO as follows:
- (a) As soon as practicable, but no later than 24 hours upon receipt of the court order, unless action is required sooner per the court order in which case notice shall be immediately provide;
- (b) For all emergency orders, at the time of notification provide information on when it (or an outside medical provider) will be complying with the court order;

- (c) For all non-emergency orders, within in 48 hours of receipt of the order, provide information on when it (or an outside medical provider) will be complying with the court order;
 - (d) Confirmation that the court order has been fully complied with;
 - (e) At the request of County, Contractor shall provide copies of the court order and information about the provision of medical services related to the court order, if it is a confidential court order Contractor shall provide to a designated confidential County staff.
- (3) Contractor is solely responsible for complying or objecting to any medical court order and any other court order naming Contractor.
- (a) If Contractor believes that a court order is in error and/or needs to be revised or amended, Contractor, at its own cost, must notify counsel (or legal representative) for the requesting party within twenty-four hours of receipt of the court order that the Contractor intends to oppose and/or request to modify the court order.
 - (b) Contractor, at its own expense, shall timely file any appropriate legal opposition without undue delay.
 - (c) Contractor shall notify ACSO in writing that it intends to contest the court order and notify ACSO of the status of the objection, including prior written notification of all court dates and the findings and orders of every court date, including continuances.
 - (d) Contractor shall be solely responsible for ensuring there are no unreasonable delays in the enforcement of court orders, including following up and/or scheduling with the appropriate outside medical provider, and updating counsel (or the legal representative) for the requesting party on the status of the court order.
 - (e) To the extent Contractor requires assistance from ACSO regarding access or transportation to an inmate in order to comply with court order, Contractor shall immediately notify the Contracts Lieutenant and the on- duty Watch Commander. ACSO shall provide that assistance to the extent it is feasible to do so and permitted by law.
 - (f) Failure to abide by any of the requirements in this Court Order subsection may result in fines as follows: (1) \$1,000.00 for the first occurrence, (2) \$5,000.00 if there is a second occurrence in a twelve month period and (3) \$10,000.00 for a third time in an 18 month period unless such failure to abide by any of the requirements was due to the sole actions or sole omissions of the Sheriff's Office. Prior to assessing a penalty, the County will

provide notice to Contractor with the penalty amount it intends to access. Prior to the final penalty assessment, County will consider any mitigating factors presented by the Contractor.

- (g) Failure to follow any Court Order or any part of this provision may also result in termination of the contract for failure to provide adequate services.

2. **CLINIC/OFFICE SPACE, FURNITURE & EQUIPMENT:**

- a. County shall provide the space, limited furniture, fixtures, utilities, telephone (excluding long distance and toll calls), and security necessary for efficient operation of the health care system.
- b. The County shall provide only the equipment on-site at the start of the term, however, reserves the right to provide any other equipment that it chooses to purchase and retain ownership of or chooses to replace or update. Contractor shall be responsible for the purchase of all other equipment, including replacement equipment, and shall retain ownership of the equipment that it purchases. County currently provides and is responsible for the maintenance of optometry equipment and digital radiology equipment.
- c. Contractor is responsible for providing its own computers, servers, software, office chairs, and ergonomic related equipment for office and computer workstations and internet/data connection services.
- d. County reserves the right to refuse to allow any item into the jails if they determine it poses a security risk. Contractor will develop a method of inventory control for facility safety and security, to be approved by the Facilities' Commander. County may require approval of the vendor and method of internet/data connection services.
- e. All health care related laundry services at the facilities, including contaminated linens, shall be the financial responsibility of Contractor.

3. **ADMINISTRATIVE STAFFING:** Contractor shall provide the following minimum Administrative staffing during the Contract term unless modified by written amendment to this agreement parties:

- a. *Health Services Administrator (HSA).* A qualified master level manager/administrator with minimum five years' experience in health care management services, with three of those years in a correctional facility health care setting. The individual in the position shall have a bachelor's degree and master's degree in business or related field (such as health care administration).
- b. *Assistant Health Services Administrator.* A qualified master level manager/administrator with three years' experience in health care management services in a correctional facility health care setting. The individual shall have a bachelor's degree and master's degree in business or related field (such as health care administration). The Assistant HSA will assist in coordinating healthcare

services for the SRJ and GEDDF and in carrying out the terms of the contract. The responsibilities of the Assistant HSA will include recruiting, hiring, training, and supervision of staff; scheduling of all personnel to ensure that all shifts are covered, quality assurance audits and training of personnel.

- c. *Director of Nursing.* A qualified director of nursing that is a registered nurse, preferably with a bachelor's of science in nursing. The individual's nursing license shall remain up to date and in good standing. The individual shall have a minimum of five years' experience, including some health care management experience and at least one year of experience in a correctional facility health care setting
 - d. *Medical Secretary.* A qualified medical secretary. The individual shall possess a diploma or certificate from a two year college program in a related field and shall have completed 30 minimum credits in medical language or transcription or have two years' work experience as a medical secretary. The individual shall possess CPR/AED certifications and have a thorough knowledge of computer based word processing and spreadsheet programs.
 - e. *Medical Director.* A qualified Board Certified physician designated as medical director or lead physician. The individual shall have a specialty certification in the field of internal medicine, family practice, or emergency room (ER) medicine and have at least one year of experience in a correctional facility health care setting. The physician's licenses and credentials shall remain up to date and in good standing. The Medical Director will be responsible for overall health care delivery for the Facilities
4. **MINIMUM MEDICAL STAFFING:** Contractor must maintain minimum staffing based on Average Daily Population (ADP) levels. Attached are matrixes (See Exhibit F) for the minimum staffing based on a sliding scale ADP. **For all matrixes, and at all times Contractor shall:**
- a. Provide adequate staffing, including physicians and RNs at all times.
 - b. React and promptly accommodate the consistently changing population in the jails.
 - c. Provide a physician on site at each Facility per the staffing matrixes. In addition, physician coverage shall be available by phone 24 hours a day every day. A physician shall be available to provide onsite services if additional or specialized services are needed at either or both facilities. The on call physician shall be available by telephone to answer questions and travel to the facility within two hours if necessary.
 - d. Provide ACSO specific details throughout the term of contract on physician coverage to ensure continued 24-hour coverage.
 - e. Maintain designated full time equivalents (FTEs) at all times (i.e. should a person go on vacation they must be replaced) in accordance with the matrixes.

Staffing plan shall include consideration for a relief factor for all levels of practitioners.

- f. The HSA and the Medical Director must provide written notification to the Command Staff prior to any scheduled time away from the Facilities including vacations and email notice as soon as possible for any unscheduled time, such as for illness. The notice will include the name of the alternate physician to act on behalf of the HSA or Medical Director during his/her absence(s) from the Facilities.

5. **MINIMUM STAFFING REQUIREMENTS:**

- a. **Minimum Staffing.** Minimum staffing levels at each Facility are determined by the combined Average Daily Population (ADP), broken down into three levels: low population (1900-2400), medium population (2401-3200), and high population (3201-4000). For each ADP level, Contractor shall have the no less than the staffing contained on the staffing matrixes attached as Exhibit F.
- b. **Staffing Matrixes.** Attached as Exhibit F are the following Staffing Matrixes based on a combined population at both SRJ and GEDDF:
 - (1) Staffing Plan Low (Population 1900-2400)
 - (2) Staffing Plan Medium (Population 2401-3200)
 - (3) Staffing Plan High (Population 3201-4000)
- c. **Necessary Staffing.** Contractor shall provide services for both Facilities as necessary to provide adequate medical care, and in no event less than the Staffing Plan, based on ADP at the Facilities. Contractor may use Licensed Vocational Nurses (LVN) and Medical Assistants to supplement staffing.
- d. **Facility Staffing Adjustment.** The Staffing Matrixes are for the combined ADP of both Facilities with staffing set at each Facility based on historical inmate housing placement. If during the term of the Agreement, the inmate housing placement is such that there is a disproportional change in the Facility populations, Contractor shall adjust staffing between the Facilities accordingly.
- e. **Additional Staffing.**
 - (1) **Request by County.** County may request additional staffing for limited periods of time. If County requests additional staffing that Contractor does not believe is needed or necessary, Contractor shall provide a written notice as to why Contractor deems additional staff unnecessary. If County then notifies Contractor in writing that it will pay an additional sum for such staffing, Contractor shall provide additional staffing at the cost set forth in Exhibit B, Additional Staffing.
 - (2) **Request by Contractor.** If the County or Contractor believes it is necessary to add more staffing on a long term or permanent basis the Contractor shall meet with County to discuss amending the matrixes, or adding matrixes for increased staffing, including additional Licensed

Vocational Nurses and RNs. Any such amendments must be done in writing and approved by the Alameda County Board of Supervisors.

f. For specialty staffing, Contractor shall provide no less than following physician services:

(1) *Specialist Staffing.* OB/GYN physician shall be on site for six hours per week, with 24 hour OB/GYN services available. Support staff shall include a prenatal coordinator, nurse practitioner, and medical assistants.

(2) *Clinic Hours.* Hours for specialty clinics are as indicated below. The hours are subject to change dependent on inmate needs. Contractor must notify the Contracts Lieutenant in writing prior to any change in hours. Any decrease in hours must be approved in writing by ACSO, except in cases of emergency, in which case Contractor shall immediately notify the Contracts Lieutenant and request the approval. Contractor shall provide the following specialty clinics:

- (a) Optometry, 4 hours per month
- (b) Orthopedics, 4 hours per week
- (c) Physical Therapy, 2 hours per week
- (d) Obstetrics, 4 hours per week
- (e) AIDS/HIV, 16 hours per month
- (f) Radiology, 3 hours per day
- (g) Nephrology, 4 hours per month
- (h) Tuberculosis, 5 hours per week
- (i) Asthma, 6 hours per week
- (j) Diabetes, 4 hours per week
- (k) Hypertension, 6 hours per week
- (l) Seizure, 4 hours per week
- (m) Lipid and Coumadin, 3 hours per week
- (n) Ultrasound, 16 hours per month
- (o) Dialysis, 8 hours per week
- (p) Oral Surgery, 6 hours per week. On-site oral surgical procedures shall include:

- 1. All facial lacerations
- 2. Maxillary LeFort I fractures
- 3. Zygomatic arch fractures
- 4. Traumatic Nasal-Septal deformities
- 5. Mandible fractures (both open and closed)
- 6. Denoalveolar fractures
- 7. Incision and drainage of maxillofacial abscesses
- 8. Complex odontotomies
- 9. Complex biopsies

6. **STAFFING:** Contactor shall provide the following:
- a. *Work Post.* Work Post descriptions (defining the duties, responsibilities, job descriptions, shift and location) for all assignments is to be clearly posted at each facility in an area that is open to all Contractor staff, but not to inmates. Contractor shall review and update the Work Post every six months. Reviewed and approved copies of each Work Post, with the date, must be provided to the Contracts Lieutenant, and Detention and Corrections Administration Captain on February 1st and August 1st of each year. Copies of any Work Post changes must be immediately provided to the Contracts Lieutenant.
 - b. *Shift Coverage and Daily Attendance Record.* Copies of staffing schedules, which include all health care staff, shall be posted by Contractor in designated areas and submitted to the Contracts Lieutenant on a daily basis. Actual shift coverage must be verified by the Contracts Lieutenant or designee by facility, signed by the supervisor of each shift, and submitted daily to the Contracts Lieutenant.
 - c. *Vacant Work Post Credit.* Contractor shall provide County with a credit if any Work Post is vacant in whole or in part for any shift (“Work Post Credit”). Contractor shall provide a Work Post Credit to County on the monthly invoice for every Work Post shift that was not staffed, in full or part, during the month. Contractor may submit a written request for waiver of credit application for a shift that is vacant in part. The Work Post Credit to the County shall be the approximate equivalent to the Contractors cost (salary and benefits) had the Work Post been staffed and will be applied in monthly invoice for the month following the vacant shift. This cost will be determined by taking the average hourly pay rate of the individual assigned to the Work Post shift, plus an additional 50% to approximate the cost of benefits for the individual assigned to that Work Post for the hours the post is vacant. In addition, Contractor shall be liable for penalties pursuant to the terms of the contract.
 - d. *Platform for Staff Input.* Contractor shall have a process or avenue for its nursing and medical staff to provide input regarding staffing and the level of patient care being provided.
7. **UNDERSTAFFING PENALTIES.** Each Facility must be fully staffed for the number of inmates in custody in accordance with the staffing matrixes attached as Exhibit F and factoring in any special circumstances at any given time such, as high rates of illness. In addition to any other relief and or cause action, including the Work Post Credit, the County shall be entitled to a penalty if there is inadequate staffing for any Work Post(s) as described below. A Work Post is considered staffed when a qualified individual is present at the Facility performing all duties of the position. In the case of the “on call” physician the position is adequately staffed when a qualified physician is immediately reachable by phone and available to come to the Facility if needed.
- a. **Two Vacant Work Shifts.** Any time a Work Post is not adequately staffed for more than two shifts in a 24 hour period or two shifts on consecutive days, ACSO may assess a penalty amount of up to \$1,000.00 per day per Work Shift position(s). This means if there are three shifts for a Work Post (e.g. day, swing

and night) in a 24 hour period, and any two of the three shifts are not adequately staffed on Monday (e.g. the day and the night shifts) that would be considered as two inadequately unstaffed shifts in a 24 hour period and a penalty may be assessed. If any Work Post shifts are not adequately staffed for two consecutive days (e.g. the day shift is vacant on Monday and the shift is vacant on Tuesday) that is considered as two Work Post shifts not adequately staffed on consecutive days and a penalty may be assessed. If the County does not assess a penalty on any occasion(s) it does not waive its right or ability to assess penalties in the future. Prior to assessing a penalty, the County will provide notice to Contractor with the penalty amount it intends to assess. Prior to the final penalty assessment, County will consider any mitigating factors presented by the Contractor.

- b. **Multiple Vacant Work Shifts.** For any calendar month in which there are vacant Work Post shifts, in part or whole, that result in penalties of up to \$5,000, the per shift penalty amount will increase from up to \$1,000 to up to \$1,500 per shift for the next 60 days. If in any thirty day period the penalty amounts total up to \$12,500 the penalty will increase to up to \$2,000 per shift for the next thirty days. Prior to escalating penalty amounts, the County will provide notice to Contractor with and consider any mitigating factors presented by the Contractor.
 - c. **Application to Partial Shifts.** In all cases, the Work Post penalty applies to each shift or portion of a shift that is not adequately staffed.
 - d. **During the first 60 days from the Medical Services Start Date, Contractor may make a written request to County to waive staffing penalties.**
8. **TRAINING AND EDUCATION:** Contractor shall provide on-going staff training programs consistent with legal and accreditation standards, including but not limited to:
- a. Development and implementation of training program for review of medical protocol and issues for pregnant inmates.
 - b. Development and maintenance of a reliable structured program of continuing education that meets or exceeds accreditation standards for health care staff annually, including employees, agents, subcontractors, and service providers.
 - c. Consistent with ACSO policies and agreements, and/or at the request of ACSO.
 - d. Contractor shall provide the County with a copy of its training program if requested; and, shall provide the training and accreditation certification for all of its staff, agents, and/or personnel who work in County detention and correction facilities if requested.
9. **PHARMACEUTICALS:**
- a. Contractor shall provide pharmacy services, directly or through an approved subcontractor. Maxor National Pharmacy Services is approved as subcontractor

to provide these services. Upon written agreement of the parties, Contractor may use a different subcontractor qualified to provide such services.

- b. Once an order is received, the pharmacy staff will enter the order into the pharmacy system and a licensed pharmacist will review it for accuracy and appropriateness. Assisted by the pharmacy system, a licensed pharmacist will perform a drug utilization review to identify any potential drug-to-drug or drug-to-allergy interactions, inappropriate utilization, therapeutic duplication, or any incorrect dosage or treatment duration.
- c. Each prescription will be associated to a patient's profile and the unique PFN number associated with each patient. Once the pharmacy system is interfaced to the jail management system, that patient's housing location will be updated in real-time and printed on the label of each medication dispensed along with a barcode containing many data elements used for quality control checks. Once a medication is packaged by a technician, it will be barcode checked against the UPC of the manufacturer packaging to assure that the correct drug and strength are packaged. The pharmacist will then verify it to ensure proper labeling and the quantity dispensed.
- d. Until the EMR System is in use, the primary method of administering medications will be a paper Medication Administration Record for each patient. Once an EMR System is in use, there will be an electronic Medication Administration Record or e-MAR. Both would be used in conjunction with a rolling medication cart that will store the medications required in each housing unit.
- e. Paper Medication Administration Records will be printed directly from the pharmacy system on a monthly basis based on the orders received that have been verified by a pharmacist. A paper MAR may also be printed on demand at any time when initiating therapy for a new patient. Each MAR contains all of the appropriate information for the nursing staff to administer and document medication administrations. During Transition Activities County and Contractor will work out details and discuss the possibility of a computerized e-MAR with barcode checking to enhance the safety of the process by being interfaced to the pharmacy system in real time.
- f. Contractor shall have an on-site pharmacy at each facility, with a pharmacist that shall be responsible for the exercise of proper controls, ordering, payments, administration, and timely distribution by licensed personnel of all pharmaceuticals.
- g. The on-site pharmacist(s) shall be licensed in the State of California and have correctional experience. The Pharmacist must be on-site filling prescriptions. A fax/fill system is not acceptable. The Pharmacy shall be open at minimum with an on-duty Pharmacist on-site Monday through Friday from 7:00 a.m. to 5:00 p.m. After hours and on weekends, a pharmacist will be on-call 24/7 and must come into the facility as needed.

- h. Contractor shall establish a qualified pharmaceutical committee to review inventory and controls management for all drugs. A qualified pharmacist, licensed by the State of California with correctional facility experience, shall be a member of this committee. Contractor shall provide reports from the committee at meetings with County.
- i. Pharmacy staff shall work in collaboration with BHCS and/or their contracted services provider when ordering, dispensing, billing, and reviewing documents related to psychotropic medicines for all inmates.
 - 1) Contractor will enter into an MOU with BHCS regarding the assessment and coordination of services for all inmates currently utilizing psychotropic medications or who state that they are using psychotropic medications.
 - 2) Contractor, and its pharmacy subcontractor, will work with BHCS to develop a pre-approved formula that the BHCS will be charged for psychotropic medications, which will be the financial responsibility of BHCS.
- j. County shall be responsible for the cost of all eligible HIV medication, including reasonable dispensing fees charged directly by the pharmacy subcontractor, established by the AIDS Drug Assistance Program to eligible inmates in accordance with State regulations.
 - 1) Contractor shall insure that eligible inmates are provided HIV medications as medically recommended according to current standards of practice. At a minimum, HIV medications made available shall include all medications that are included on the formulary established by the AIDS Drug Assistance Program, operated by the State of California Department of Public Health Office of AIDS medications.
 - 2) If the inmate has a source of public or private insurance, the contractor is responsible for billing that entity for the cost of HIV medications. The County will be responsible for paying for eligible HIV medications that are not otherwise covered, including reasonable dispensing fees charged directly by the pharmacy subcontractor.
 - 3) Contractor shall work cooperatively with HCSA, including the Public Health Department, regarding the procedures for obtaining and paying for HIV medications, including reasonable dispensing fees charged directly by the pharmacy subcontractor.
- k. Pharmaceuticals shall be dispensed using pill cups that are paper, wax-coated paper, or certified compostable meeting American Society for Testing and Materials Standards (ASTM); ASTM-D6400 and/or ASTM-D6868. Contractor may utilize a system whereby pill cups are reused resulting in a reduction in solid waste generation.

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

10. **TRANSPORTATION AND SECURITY:**

- a. Ambulance Transportation. Contractor shall contract with a licensed ambulance entity and pay for necessary ambulance transportation for non-emergency related transports. If requested, Contractor shall provide a copy of the contract to County. **Policies and procedures for appropriate modes of transportation shall be jointly developed by ACSO and Contractor.**
- b. Security. Contractor shall pay for the costs of deputy security, non-ambulance transportation and any other extraneous expenses related to the security and transfer to or housing of inmates in outside medical facilities (“Medical Security Costs”).
 - 1) Contractor shall provide \$3,000,000.00 annually for Medical Security Costs including, anticipated and unanticipated medical transfers, outside medical appointments, outside hospital stays, and unanticipated outside medical incidents.
 - 2) Payment of the annual Medical Security Costs shall be handled by Contractor through the issuance of a monthly check made out to Alameda County Sheriff’s Office in the amount of \$250,000.00.

11. **MAINTENANCE OF ACCREDITATIONS:** During the term of the contract, Contractor shall:

- a. Obtain in the first year and maintain, all required accreditations, including ACA accreditation.
- b. Work with the County to maintain NCCHC accreditation on the Opioid Treatment Program, including promptly and fully responding to any audit request.
- c. Contractor shall provide copies of any accreditation or other documentation related to qualifications, continuing education, and training upon request of the County.
- d. Contractor shall comply with ACA accreditations. Contractor shall assist with documentation for the accreditation process. Formal audits are required every three (3) years and Contractor shall cooperate with ACSO who may informally perform maintenance audits periodically throughout the year.

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

- a. *California Code of Regulations Title 15. Crime Prevention and Corrections.* Contractor shall meet all applicable requirements of Title 15.
- b. *Female Inmates Rights Plan.* Contractor shall meet the requirements of the Reproductive Privacy Act (Health and Safety Code 123460 et seq.) (Jan. 1, 2003).
- c. *Inmates with Disabilities, Mental Health Issues, and Gender Matters.* Contractor shall comply with and abide by the federal and state laws as well as all ACSO policies as they relate to inmates and the Facilities, including but not limited to the Americans with Disabilities Act (ADA), inmates determined to have a mental issue, and matters involving transgender inmates
- d. *Prison Rape Elimination.* Contractor shall adopt and comply with the Prison Rape Elimination Act (“PREA”) standards, and make information available to Alameda County, as required under 28 CFR § 115.12, to demonstrate its PREA compliance. 28 CFR §115.401 requires Contractor to engage in and receive a PREA audit at least once during a three-year audit cycle. The audit cycle began on August 20, 2013. Contractor will make available to Alameda County Sheriff’s Office Contract Monitor the auditor’s final report after completion of an audit. Until the first audit report becomes available, Contractor shall demonstrate PREA compliance to Alameda County by furnishing a copy of its PREA policy to Alameda County Sheriff’s Office Contract Monitor Contractor. If no PREA audit has been conducted by the time the contract begins, plans to conduct a PREA audit must be demonstrated to ACSO within the statutorily set time frame.

13. QUALITY ASSURANCE / OVERSIGHT / REPORTING:

- a. The County may, at its own expense, contract with a neutral third party experienced in medical quality assurance reviews (“Quality Assurance Consultant”). The services of this third party consultant may include items such as conducting periodic audits of inmate medical records for treatment of medical conditions in order to evaluate the timeliness of care, appropriateness of assessment, treatment, and type of provider and level of care. Contractor shall cooperate fully with County’s Quality Assurance Consultant including providing full and immediate access to records, including inmate medical records.
- b. Contractor shall cooperate fully with County in all oversight and review of services provided or requested by the County. Contractor shall work directly with ACSO and BHCS in the provision of services to inmates. In addition, Contractor will work cooperatively, fully communicate, promptly provide information and documentation, and fully share information with Alameda County Health Care Services Agency (HCSA), who will work with ACSO on oversight of the contract.
- c. Contractor shall cooperate with other consultants and advisory boards established by the County, including the medical advisory board, which has been designated as advisory to the Board of Supervisors (Board) with regard to criminal justice medical services.

- d. Contractor shall participate, as requested, on County committees related to inmate medical care, including providing service information and statistics.
- e. Contractor shall assign a qualified professional to attend and participate in all meetings.
- f. Contractor will work with County, quality assurance consultants and committees to assist County in defining minor and major error rates (Error Rates) and setting goals.
- g. Results of medical quality assurance reviews, as well as recommendations for corrective action, will be provided to Contractor. Contractor will take recommended corrective action, or will advise the County in writing why such corrective action should not be taken. Contractor will cooperate with procedures to resolve any impasse in recommendations to make corrective actions.
 - (1) Contractor shall provide written responses to County regarding all issues identified in the medical quality assurance reviews within 30 days of receiving them unless an extension is granted in writing by the Contracts Lieutenant.
 - (2) Contractor shall provide timely written responses, in no event later than 30 days, from receipt regarding findings in any cases with which Contractor disagree.
 - (3) Quality assurance response. Late responses (over 45 days) either in implementation or a response as to why implementation is not deemed advisable to the recommended corrective actions contained in third party audit report may result in fines to be imposed of up to \$3,000 per occurrence, per month, until resolved to the satisfaction of County.
- h. Contractor shall provide quality services with a low Error Rate. County may audit, or arrange for an audit, of medical records and other documentation and information annually or more frequently at the sole discretion of County. If Contractor's Error Rate exceeds the goal limits set for either minor errors or major errors, they will be subject to penalties, in addition to any other remedies and actions the County may have. If Contractor exceeds the goal limits in any month it shall be subject penalties as follows, per category, (1) \$5,000.00 for the first occurrence, (2) \$10,000.00 if there is a second occurrence in a twelve month period and (3) \$15,000.00 for a third time in an 18 month period. Failure to maintain a low Error Rate may also result in termination of the contract for failure to provide adequate services.
- i. The on-site Medical Director and HSA shall ensure the confidentiality of all patient record information, the audit process, all findings, and reports. Contractor shall delete all patient identifiers from audit worksheets, reports, and committee minutes. Maintenance of and access to quality review management documentation shall be under the authority of the Medical Director and HSA.

14. **OVERSIGHT AND COMMITTEE PARTICIPATION:**

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

15. **MEDICAL AUDIT COMMITTEES:**

- a. *Health Care Committees.* Contractor shall collaborate and participate in meetings, committees, and audits responsible for developing, recommending and implementing all future policies and procedures necessary for the operation of the health care program. The objective of these committees will be to assure quality health care is accessible to all inmates.
- b. *Medical Advisory Committee.* Contractor shall attend, prepare for, and participate in the monthly Medical Advisory Committee (“MAC”) meeting at either Santa Rita or Glenn Dyer jails every month. In addition to discussing policy matters and medical and mental health updates, the MAC meetings may also include, but shall not be limited to: monthly statistics, infection control, inmate grievances, health and safety inspection reports, staffing plan updates, other health care topics, as warranted, offsite services report, including the purpose of the medical transport, staffing; audits; Error Rates; quality assurance matters; oversight; recommendations; accreditation; scheduling; compliance; general issues/concerns; and security/safety matters. MAC monthly meetings shall be limited to Contractor, ACSO, BHCS and CJMH staff and the Quality Assurance Consultant.
- c. *Medical Peer Review.* Contractors shall perform regularly scheduled reviews of professional performance by professional peers. The Medical Director shall establish a Local Medical Peer Review Committee. Medical Peer Review Committee members shall meet quarterly with the date, location, and agenda arranged by the on-site Medical Director. Members of the Committee will include physicians from local community hospitals, Public Health and Mental Health departments, dentist, jail mid-level practitioners, the Medical Director and the HSA. Other medical professional guests may be invited as deemed appropriate by the Medical Director. The Committee will conduct medical record reviews of all inmate deaths, all acute hospital, and infirmary admissions with the objective of identifying appropriateness of, deficiencies and/or inconsistencies in service delivery. Findings will be documented in the committee minutes, a plan and schedule for corrective action will be developed

to include action to be taken, responsibility for implementation and follow up reporting to the committee.

16. **GRIEVANCE PROCEDURE:** Contractor will follow the current grievance policy and procedure with the ACSO for the communication and resolution of inmate and staff complaints or other items regarding any aspect of health care delivery. The HSA shall respond to and act as the primary contact with ACSO in reviewing and responding to complaints. Contractor shall promptly respond, provide information to ACSO, and adhere to all times lines for responses. When the assigned individual is on vacation or otherwise unavailable, coverage must be provided and the responsible individual identified to the Contracts Lieutenant. All inmate grievances relating to medical care and dental services shall be reviewed by Contractor's Quality Assurance Committee.
17. **ACCESS:** Security staff shall accompany health care staff in providing health care services in secure areas in accordance with written policies or procedures. Contractor, their employees, agents, and contractors shall follow ACSO policies and procedures at all times.
18. **CLAIMS AND LEGAL ACTIONS:** Contractor shall actively and fully cooperate with County legal counsel and risk management staff in the investigation, defense or and other work related to any claim or legal action against or on behalf of the County, including any of its departments, employees, volunteers or agents. Said assistance shall include, but is not limited to:
 - a. Timely provision of data;
 - b. Medical records;
 - c. Investigation of claims;
 - d. Preparation of declarations or affidavits;
 - e. Other information as counsel deems necessary to prepare the defense or prosecution including the participation at any trial or hearing; and
 - f. Contractor must comply with all past, current, future settlements, and litigation concerning the delivery of inmate health care services.
19. **TRANSFERS, RELEASES AND CONTINUITY OF CARE:**
 - a. *Public Health Notification.* Contractor is responsible for notifying the appropriate public health agencies of reportable illnesses and communicable diseases, and will make such reports prior to inmate release where possible.
 - b. *Transfer of Health Records.* Health records of an inmate who is being transferred, whether for medical or other reasons, shall be evaluated by medical staff and a transfer summary completed.
 - c. *Tuberculosis.* Procedures for transfer of inmates with suspected or known active tuberculosis shall be established by Contractor in compliance with statutory and regulatory requirements.

- d. *Compassionate Care.* Contractor will provide assistance to County as requested in developing compassionate care release program, participate in, and cooperate with the compassionate care release program when implemented.

20. **MENTAL HEALTH SERVICES:**

- a. Contractor shall conduct the mental health initial screening at intake for all inmates. Employees responsible for mental health screening shall have specialized training in handling mental health intake. Consistent with federal and state law, Contractor shall make appropriate referrals to County of Alameda Health Care Services, Behavioral Health Care Services (BHCS) and, cooperate in any ongoing treatments.
- b. Contractor shall work cooperatively with BHCS staff who is responsible for mental health after intake screening, including ongoing counseling and care, and prescribing of psychotropic medications. Contractor shall remain responsible for inmate health care services, including making appropriate referrals to BHCS and cooperating in any ongoing treatment as prescribed by the BHCS mental health practitioners.
- c. Contractor will collaborate with BHCS services including providing timely responses to requests for medical evaluations, medical consults, and laboratory analyses. Contractor's nursing staff will administer psychotropic medications including injections, as ordered by BHCS psychiatrists.
- d. The on-site pharmacy shall work in collaboration with BHCS and/or their contracted services provider when ordering, controlling, documenting, dispensing, distributing, and administering all psychotropic medications.

21. **PAYMENT FOR PSYCHOTROPIC PHARMACEUTICALS:**

- a. BHCS will pay for psychotropic medications it prescribes that are purchased from a pharmaceutical provider based on a pre- approved formula. Behavioral Health Care Services (BHCS) will reimburse the cost of psychotropic medications that are prescribed by the BHCS psychiatrists and in accordance with a pricing formula approved by BHCS.
- b. Contractor shall submit to the BHCS Director of Pharmacy Services the following:
 - (1) For purposes of receiving payment for psychotropic medications provided to mental health clients, Contractor shall submit a hard copy monthly invoice alphabetically listing each patient, medications dispensed, cost, and total monthly cost of the psychotropic medications. The invoice must be marked CONFIDENTIAL HEALTH CARE INFORMATION.
 - (2) A monthly Excel report for each psychotropic medication administered, dosage, number of tablets, cost per unit, and client count. The total of

this report should equal the cost reflected in the monthly invoice submitted.

22. CONTRACT ADMINISTRATOR:

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

23. MEDICAL RECORDS:

- a. *Maintenance*: Individual inmate health records shall be fully and properly maintained, including but not limited to:
 - (1) Pre-screen history
 - (2) Medical evaluation report
 - (3) Complaints of injury or illness and action taken
 - (4) Physician orders
 - (5) Progress notes
 - (6) Names of all personnel treating, prescribing, and/or issuing education
 - (7) Medications administered
 - (8) All laboratory, x-ray, and other documentation of treatment provided, and
 - (9) Documentation of all off-site services.
- b. *Confidentiality*. Contractor shall maintain confidentiality of the health care records as is required by law. All medical records shall be and remain the property of the County. In the event of a contract termination, Contractor shall confirm County has received and has access to the full updated and accurate records, in part to assure compliance with medical records retention practices
- c. *Audit*: Contractor shall cooperate with the County and third parties authorized by County for medical records review.
- d. *Specific Performance Requirements and Penalties*: Consistent with Section 13 of the Agreement, Contractor shall be subject to penalties for error in record keeping, which included in review and penalties for Error Rate. Penalties shall be based on type and frequency of errors and be assessed in increasing increments. A minor error might include, but is not limited to, “file not found,” “signature” or “documentation missing.” A major error might include but is not

limited to, an error that caused severe injury, extensive delay in providing medical services, or failure to abide by judicial orders. These penalties are in addition to any other remedies and cause of action.

- e. *Reporting.* Contractor shall prepare and submit regular reports to the County unless otherwise stated reports are to be submitted on July 1st of each year and at other times as requested by County.
- f. *Electronic Medical Records System.*
 - (1) Contractor shall provide, at no additional cost to County, a comprehensive Emergency Medical Records (EMR)/ Electronic Health Records (EHR) package that focus on reliability, stability, and ease of use.
 - (2) Contractor shall provide the EMR System so that it shall:
 - (a) Provide Contractor's EMR system limited access to the Jail Management System (JMS) in compliance with legal restrictions on the data.
 - (b) Provide ACSO staff limited accessibility to the EMR System in compliance with legal restrictions on the data. Contractor shall provide access at no cost to County, including payment of any licensing and use fees.
 - (c) Be properly maintained and serviced, including computers, computer systems, hardware, and equipment. (County is responsible for the maintenance and servicing of its computer systems, terminals, hardware/servers, workstations hardware, and equipment for JMS.)
 - (d) Work with County ITD staff as needed or directed by County.
 - (e) Have its own network.
 - (3) Contractor shall obtain ACSO's approval of intended applications and systems before installation.
 - (4) Contractor is responsible for all costs of the EMR System, including payment of County costs associated with developing and maintaining software interface between the JMS and EMR systems. Contractor shall complete an interface with JMS within 30 days of the start of provision of medical Services.
 - (5) Contractor shall have an EMR/EHR operating within 60 days after an interface is developed with the County's JMS system. Contractor shall request all information needed for a full and complete interface within 30 days of execution of the Contract by County. If Contractor does not have an EMR/EHR System in place and operating within 60 days of the date a JMS interface is completed, the following penalties may apply:

- (a) For the first 30 days that the EMR System is not in place and operating (days 91-120) a per day fine of up to \$1,000.00.
 - (b) For the next 30 days that the EMR System is not in place and operating (days 121-150) a per day fine of up to \$1,500.00.
 - (c) Thereafter a fine of up to \$2,000.00 per day.
- (6) Contractor shall promptly restore the EMR System if there is any network, software, computer, or other failure. The EMR System must be restored and in operating within 24 hours or the following penalties may apply:
- (a) For the first 5 days that the MR System is not in place and operating (days 6-11) a per day fine of up to \$1,000.00.
 - (b) For the next 5 days that the EMR System is not in place and operating (days 12-17) a per day fine of up to \$1,500.00.
 - (c) Thereafter a fine of up to \$2,000.00 per day.

24. REPORTS:

- a. *Statistical Information.* Contractor shall maintain general statistics and record keeping about the services provided. Contractor shall make available to the County accrued data regarding services provided. Data shall be compiled in appropriate reports as defined by the County and be provided in a monthly report. Such reports shall be in a format that does not contain any personally identifiable information about inmates
- b. *Credential Report.* Contractor shall submit an annual Compliance Report by calendar year, due each year by no later than January 15, to ACSO on all applicable certifications, accreditations, and licenses during the life of this contract.
- c. *Health Appraisal Status Report.* Contractor shall prepare an annual report by calendar year, due each year no later than January 15 to County on compliance with federal laws and California laws, regulations, and codes relating to Detention and Corrections Facilities Medical Programs at SRJ and Glenn Dyer Detention Facility, including, but not limited to compliance with PREA and the Americans with Disabilities Act. Reports shall include:
 - (1) Inmate requests for various services
 - (2) Inmates seen at sick call
 - (3) Inmates seen by physician
 - (4) Inmates seen by dentist
 - (5) Inmates seen by psychiatrist
 - (6) Inmates seen by psychologist

- (7) Inmates seen by OB/GYN
 - (8) Inmates seen by case manager
 - (9) Out Patient Housing Unit admission, patient days, average length of stay
 - (10) Mental Health referrals
 - (11) Off-site hospital admissions
 - (12) Medical specialty consultation referrals
 - (13) Intake medical screening
 - (14) History and physical assessments
 - (15) Psychiatric evaluations
 - (16) Specialty clinics attendance and screenings in house
 - (17) Diagnostic studies
 - (18) Report of third party reimbursement, pursuit of recovery
 - (19) Percentage of inmate population dispensed medication
 - (20) Inmates testing positive for venereal disease
 - (21) Inmates testing positive for AIDS or AIDS antibodies
 - (22) Inmates testing positive for TB
 - (23) Inmate mortality
 - (24) Number of hours worked by entire medical staff, specifying each post or shift
 - (25) Other data deemed appropriate by the Commander of Detentions and Corrections Division or the ACSO Contract Administrator.
- d. *Health Services Utilization Reports.* Contractor shall provide monthly statistical reports on health services utilization, the reports shall include the data set and report formats approved by the County. A quarterly synopsis of this data shall also be prepared and provided to the County.
- e. *Work Post Expense Report.* Contractor shall provide monthly payroll expense reports within 30 days of the end of the month which include the cost of staffing each position, including salary and employer paid benefits, per Work Post position. The information must be in such a format and usable to calculate any credits for inadequate Work Post coverage/staffing.
- f. *Objectives.* Quarterly and annual summaries shall be submitted to the County describing progress toward agreed upon objectives for the services and the status of special projects or reports requested. This report shall contain data reflecting the previous month's workload, without identifying the inmates' personal information.
- g. *Schedules.* Reporting and Scheduled Reviews shall adhere to the following:
- (1) All reports should be provided to the Contracts Lieutenant, with copies to other individual as identified by the Contracts Lieutenant.
 - (2) Reports for monthly reports shall be submitted on the fifth calendar day of each month.
- h. *Offsite Activity/Cost Report.* Contractor shall provide an off-site activity/cost report by the 20th of each month. The report shall contain all off-site cost reports outlining off-site outpatient, in-patient, emergency room visits, and clinical services visits.

- i. *Daily Report.* Contractor shall submit a daily report for the previous 24 hours prior to 0900 hours which includes the following:
 - (1) Transfers to off-site hospital emergency departments
 - (2) Communicable disease reporting
 - (3) Suicide data (i.e., attempts and precautions taken)
 - (4) Report of status of inmates in local hospitals and infirmaries
 - (5) Staffing rosters
 - (6) Submit completed medical incident report copies
 - (7) Submit completed medical grievance report copies
 - (8) A list of lost medical files
 - (9) Intake screenings performed

- k. *Procedures Manual:* Contractor shall maintain an updated on-site procedures manual that meets the requirements of applicable standards as outlined by the ACA, as well as the requirements of the Sheriff's Office as defined in Title 15, Section 1206. A separate communicable disease manual shall also be maintained onsite.

Contractor shall:

- a. Maintain a current copy of its Policies & Procedures Manual is in the health services unit and accessible to all health care staff 24 hours a day with an electronic copy of the manual, with search capabilities also be accessible.
- b. Thorough training regarding policies and procedures to ensure all onsite staff has a working knowledge of them.
- c. Assure staff complies with the policies and procedures through on-site and corporate supervision.

25. **PRICING.** Pricing shall be as set forth in Exhibit B.

26. **Legal Requirements in the Provision of Services.** Nothing in this Agreement shall be deemed to reduce or modify any Title 15 requirements; Contractor must comply with Title 15 and all other legal requirements for the provision of medical services to inmates, as they may be modified from time to time. If Contractor feels that there is any conflict in meeting the requirements of this Agreement and meeting all other legal requirements, it shall immediately notify County in writing of the perceived conflict.

27. **TRANSITION:**

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

b. *Transition to Providing Services.* Contractor shall provide Transition Activities as set forth on Exhibit A-1 and shall work cooperatively to transition into providing services. Contractor shall be responsible for, but not limited, to the following:

- (1) Preparing proposed transition plan;
- (2) Preparing a strategic/operational plan;
- (3) Conducting in-service training to County and Contractor staff;
- (4) Supervision and development of a disease/injury oriented medical record system;
- (5) Developing drug utilization data and evaluating existing inventories;
- (6) Establishing professional contracts with referral facilities;
- (7) Personnel recruitment and hiring;
- (8) Ordering of supplies and equipment;
- (9) Developing both internal and external plans for emergency care;
- (10) Establishing reporting procedures;
- (11) Medical records, including electronic medical records software systems;
- (12) Transition of services from the current vendor, including but not limited to pending and future appointments and follow up on care needs for current and active medical cases: and
- (13) All applicable licensure requirements shall be met prior to the start of the Contract. A written list with the names, years of experience, and types of license held for persons who will be providing these services must be given to the ACSO during the transition phase.

c. *Transition from Providing Services.*

- (1) *Conclusion.* In the event Contractor will no longer be providing services for any reason including but not limited to termination of the Agreement, Contractor shall be responsible for ensuring that the management, operational, and reporting responsibilities for health services are transferred as efficiently as possible and with as little interruption as possible. Contractor shall cooperate fully with the County and any service provider(s) during the transition.
- (2) *Continuity of Care.* Contractor shall allow their personnel to apply for and receive a position with the new provider(s) without penalty or payment of a finder's fee, or any other fee, assessment or charge of any nature, assessed to such provider or the County.

28. **NOTIFICATION OF PROPOSED SETTLEMENT.** Contractor shall notify County Risk Management and County Counsel of any compromise and/or settlement of any claim or legal action related to the provision of services under this Agreement. Contractor shall notify County as soon as possible after an agreement has been reached and prior to the final acceptance and execution of any such compromise, settlement, or other agreement. This shall not apply to Contractor's employer and employee or union

matters that do not relate to or impact the provision of services under this Agreement, unless County is a named or interested party. The addresses for purposes of this notification are:

Office of the County Counsel
1221 Oak Street, Suite 450
Oakland, CA 94612

Alameda County Risk Management
Alameda County Law Library Bldg.
125 - 12th Street
Oakland, CA 94607

29. **PUBLIC COMMUNICATIONS:**

- a. Contractor shall immediately notify County of any inquiries from the media regarding the services provided and coordinate any response with the County. Notification for purposes of this section shall be to the Contract Lieutenant.
- b. Contractor shall not disclose any information regarding inmates, including but not limited to protected health information under the Health Information Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), Confidentiality of Medical Information Act (CMIA located in the California Civil Code Sec 56-56.37) and all other relevant laws and regulations.
- c. With regard to any claim or lawsuit tendered to the Contractor, regardless of whether a reservation of rights is issued, the Contractor and its defense counsel agree to coordinate all media contact related to the claim or lawsuit with the County.

30. **WASTE PREVENTION AND RECYCLING:** Contractor shall ensure recyclable and compostable items generated in Pharmacy, Clinics, and onsite office operations are separated appropriately by contractor staff and disposed of in appropriate hauler provided collection containers. At minimum, the following materials shall be sorted, managed, and disposed of to ensure recycling:

- Compostable items and food waste;
- Corrugated cardboard;
- Mixed office paper;
- Paperboard packaging;
- Hard plastic packaging, e.g. plastic bottles; and
- Other packaging materials acceptable in hauler provided recycling program.

Term Revision
APPROVED
DONALD MYLL
CFMG/16

Exhibit A-1
Transition Activities

The following describes the activities that CFMG will undertake during the transition period from the initiation of our contract with Alameda County on August 8, 2016 until we begin to provide medical services on October 1, 2016. This transition timeline will ensure that we initiate service with the least possible disruption to patient care.

Recruiting and Retention of Staff

The CFMG team will meet with the NUHW Collective Bargaining Unit to review and discuss the current CBA and to initiate negotiation of the new CBA. CFMG has met several times with NUHW leadership, with whom we have developed a positive relationship. We anticipate little difficulty in being able to come to agreement on a modified CBA.

We met, along with representatives of the NUHW, all current employees and to provide an overview of CFMG, our philosophy and approach, and expectations moving forward. We anticipate that the current employees will be excited about what they hear and that this meeting will go a long way toward retaining the right team members. This meeting was held the week of June 6, 2016.

We will work with the NUHW to identify any staff interested in employment with CFMG, and will encourage them to apply for jobs on our online portal. We have already received numerous inquiries from current employees and have asked them to apply online. Our recruiting team has been actively recruiting for additional nursing and provider staff to ensure that we initiate medical services with a fully staffed clinical team.

As soon as possible after this meeting we will arrange times to interview current employees. As part of this process, we will review each individual's resume and background. We will also meet with key ACSO staff regarding current employees. This process will form the basis for determining employment continuation with CFMG. To facilitate our interview process, we will ask each current employee to bring the following documentation to the interview

- Resume,
- Most recent performance evaluation,
- Current pay stub.

It has been our experience that the vast majority of current employees continue to provide care in sites where we take over medical services. We have already begun to recruit aggressively for local candidates to fill positions unfilled by current staff.

After we interview current staff and new applicants and check credentials and references, we will provide written acceptance letters/job offers as soon as possible to minimize anxiety and disruption.

We will work closely with the ACSO to ensure that key staff meets minimum requirements as described in our Agreement.

Staff Training and Orientation

We will coordinate with the current contractor and the ACSO to conduct an orientation during the transition period for all staff, whether they are continuing employment or are new hires. Orientation will include:

- Current HR policies
- Benefits overview
- Explain payroll procedures
- Review of Policies and Procedures; to include most frequently used forms
- Completion of new hire package to become an employees with CFMG; to include offer letter, salary, all staff required documentation
- Copy of application
- Copy of licensure
- Copy of signed nursing orientation checklist
- Provide job descriptions
- Establish training requirements
- Establish hire dates with start-up date and security training/clearance requirements
- Coordinate with jail administration for badges/ID for staff
- Review staff schedule
- Review policies for high risk areas, i.e., sobering, safety cells
- Review Standardized Procedures
- Review Continuation of Medication policies

Transition Team

We have identified key clinical, operational, administrative, and technical members of our transition team. We will continue to build this team during the transition period, to ensure that we have a complete transition team able to hit the ground immediately upon assumption of medical services. In addition to identifying the members of the team, we will ensure that we get necessary clearances for them to serve on the transition team at the SRJ and GEDDF. Finally, we will distribute a full roster of our transition team to the key members of the ACSO.

On medical services start date, our transition team will initiate our formal, on-site transition process. We anticipate having about 40 clinical staff members on-site between the SRJ and the GEDDF.

Walk-Throughs

Our team conducted onsite tours of the GEDDF on May 31, 2016 and the SRJ on June 1, 2016 to evaluate facilities. Participants will include members of our clinical, operational, administrative, and information technology groups.

Key goals were to:

- Conduct inventory of existing supplies, medications, and equipment.
- Review equipment and clinic space changes.
- Identify technology requirements (Wi-Fi, computers, printers, etc.)
- Determine facility requirements for security clearances.

Operations Processes

Our Director of Operations will lead a team to ensure that key clinical and operational processes are in place well in advance of our medical services start date to initiation of medical services.

Key areas include each of the following:

- Identify patients with pending appointments and future appointments
- Review Medical Records of patients who are:
 - In OPHU
 - Dialysis
 - High risk
 - Hospitalized
 - Recently discharged from hospital
- Review Community Linkage Programs and Identify Key Stakeholders
- Finalize work schedule for all positions
- Meet with BHCS to formalize a process to address referrals, continuation of medication for newly arrested inmates, and coordination of services

Our Director of Operations will work with ACSO and our administrative support staff on the following site-specific items:

- Ensure policy and procedures reflect changes and updates specific to each facility.
- Identify medical forms that need to be included and in place at new facility on day one.
- Request copy of facility policy and procedure to review and ensure consistency between CFMG and ACSO policies and procedures.
- Review and approve nursing protocols with onsite Medical Director prior to training of nursing staff.
- Provide Physician Assistant and Nurse Practitioner protocols, and collaborative agreements with Physicians

Our Director of Operations and administrative staff will finalize agreements with vendors for key services, including:

- Labs, ensuring CLIA license waivers are obtained
- X-rays
- Eyeglasses
- Oxygen
- Medical waste
- Laundry
- Office supplies

Our Director of Operations and administrative staff will establish agreements with preferred provider specialists in the community, including:

- Offsite labs
- Offsite x-ray
- Offsite medical specialties
- Hospitals, inpatient care and emergency department services
- Ambulance services

- Dialysis
- Optometrist
- Orthopedist
- Physical Therapist
- HIV Specialist
- OB/GYN

Our Director of Operations will formally initiate discussions with NCCHC on Opiate Program accreditation status and renewal date.

Pharmacy Transition

We are in the process of finalizing our contract with Maxor Pharmacy, and anticipate completing this soon. As part of this discussion, we are exploring staggered pharmacist work hours to provide additional pharmacy hours of operation. Other key activities during the transition period include:

- Apply for state pharmacy license and DEA number, if necessary
- Identify providers with DEA licenses (MD/PA/FNP/DDS)
- Post licenses upon receipt
- Maxor will establish policies and procedures related to pharmacy practices
- Establish medication PAR levels and ensure adequate levels for day one
- Establish prescription storage system
- Establish emergency after-hours back up pharmacy
- Develop policies and procedures for narcotic utilization and inventory/reporting of missing narcotics/sharps

During the transition period, we will also work closely with Maxor to identify opportunities to significantly improve efficiency through Process Improvements with in the Medication Administration Process.

Information Technology

As noted, our IT department participated in the May 31, 2016 and June 1, 2016 jail walk-throughs, which enabled them to review computers, ancillary equipment, and telephone systems to determine what, if any are needed. They will conduct a complete review during the transition period, including:

- Requirements for new computers, fax machines, copiers
- Telephone requirements
- Review maintenance agreements on existing equipment
- Equipment required for Electronic Medical Record
- Identify current jail management system/interface for EMR
- Arrange for communications access for telephone, pagers, fax, etc.
- Ensure that email addresses are set up
- Ensure that CFMG name appears on faxes
- Ensure new team members trained on all software applications

Administrative Support

Our administration group will work during the transition period to ensure that all support requirements are in place by the medical services start date for initiation of medical services.

Key activities include:

Obtain and submit Alameda County license requirements; including

- Insurance Certificates
- Workers compensation
- Professional and general liability insurance

Review all supplies and equipment and will order as needed, and coordination of delivery schedules:

- Emergency supplies
- Office supplies
- Medical supplies
- Miscellaneous equipment
- Medical reference books
- Obtain property tags and tag all CFMG equipment (if applicable)
- Confirm all required compliance posters are on display in facility (EEO, FLSA, etc.)

Distribution of a CFMG organizational chart to include CFMG telephone and contact information, and will obtain and distribute the Alameda County Sheriff's Administration telephone and contact information.

EXHIBIT B

PAYMENT TERMS

1. **Cost of Services.** Contractor shall invoice County monthly for services provided during the calendar month immediately preceding the invoice.

a. *Cost.* Contractor shall charge no more than the following amounts based on the Average Daily Population (ADP) averaged from the first day of the month to the last day of the month:

		Year 1	Year 2	Year 3
i.	High (3201-4000)	\$43,477,941	\$45,090,973	\$46,763,848
ii.	Medium (2401-3200)	\$37,001,343	\$38,374,093	\$39,797,722
iii.	Low (1900-2400)	\$32,979,453	\$34,202,991	\$35,471,921

b. *Per Diem Adjustment.* If, in any calendar month for each of the ADP ranges specified in Exhibit F staffing matrixes, the actual ADP is less than “ADP Below”, CFMG will rebate to Alameda County a per-inmate Per Diem in the amount identified below, to be reconciled quarterly. If, in any calendar month for each of the ADP ranges specified in the Exhibit F staffing matrixes, the actual ADP exceeds “ADP Above” in the table below, Alameda County will pay CFMG a per-inmate Per Diem amount identified below, to be reconciled quarterly. The Per Diem Ranges and amounts are:

<u>Staffing Matrix</u>	<u>(ADP Range)</u>	<u>Rebate Below</u>	<u>Charge Above</u>
High	(3,201 - 4,000)	3,500	3,700
Medium	(2,401 - 3,200)	2,600	2,800
Low	(1,900 - 2,400)	2,050	2,250

Per Diem Amounts: Year 1: \$6.28 Year 2: \$6.52 Year 3: \$6.76

c. *Work Post Credit.* Contractor shall include all Work Post Credits on the invoice for the month following the month in which the Work Posts were not staffed.

d. *Additional ADP Tiers.* If the ADP drops below 1,900 or above 4,000 for more than a 90 day period, Contractor shall meet with County to negotiate and amend the Contract to include a reduced cost for the lower ADP range or an increased cost for the higher ADP range.

e. *Additional Staffing.* If County requests additional staffing under the conditions contained in Exhibit A, Section II, Paragraph 5, Contractor shall provide additional staffing at the following costs per eight hour shift:

	Year 1	Year 2	Year 3
i. LVN	\$ 524.31	\$ 543.76	\$ 563.93
ii. RN	\$ 818.43	\$ 848.80	\$ 880.29
iii. MD (any type)	\$ 1,230.32	\$ 1,275.96	\$ 1,323.30

2. **Pricing:**

- a. *Comprehensive.* Pricing is for comprehensive inmate health care without limitations, including on-site inmate health care, outside medical services and pharmaceutical expenses.
- b. *Outside Services.* The cost of outside medical services includes inpatient hospitalization costs, emergency room visits, ambulance transportation expenses, outpatient surgeries, outpatient physician consultations, outside specialist fees, off-site diagnostic procedures, all dialysis treatments, both onsite and offsite, and managed care network fees.
- c. *Pharmaceutical.* Components covered under pharmaceutical costs include: Over the counter (O.T.C.) medications, formulary and non-formulary medications, back-up pharmacy expenses, injections, vaccines (including Hepatitis B, flu and rabies), courier service and dispensing fees. HIV medication and psychotropic medications are eligible for reimbursement as set forth in the Exhibit A of the Agreement.
- d. *Utilization/case management.* Contractor shall perform utilization/case management services to monitor the necessity and appropriateness of inpatient hospital care and other outside medical services and will process all provider claims regardless of the level of cost incurred.
- e. *Third Party Payors.* In the event that healthcare services provided to inmates of the Facilities are covered by third party payments, e.g., Workers Compensation, fault insurance, private health insurance etc. Contractor shall bill the third party payor for the provision of such covered services in the same manner as if the healthcare services were provided by a private physician or health service.
 - a. As an offset to its costs, Contractor may retain 50% of all payments it receives from third party payors other than MediCal or other federally funded programs. The remaining 50% received by Contractor shall be credited to the County in the invoice following receipt of the funds.
 - b. At County's request, Contractor shall provide a report of all billings and claims to third party payors and the status of the billing/claim for reimbursement.
 - c. Contractor is not entitled and shall not claim reimbursement from County programs including Medically Indigent Adult Program, County Workers' Compensation, and County employee health insurance.
- f. *Phone Charges.* County may offset payments to Contractor in the amount of any monthly telephone charges for toll and long distance telephone calls.

3. **Payment.**

- a. Invoices will be reviewed for approval by the County, by the Alameda County Sheriff's Office Finance Department.
- b. Total payment under the terms of this Agreement will not exceed the total amount of \$135,332,762. This cost includes all taxes and all other charges.

- c. The County does not pay, and is not subject to, any late charges, fees, or penalties of any kind.
4. **Schedule.** Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

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

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. NONE

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: California Forensic Medical Group, Inc.

PRINCIPAL: RAYMOND HEGER MD TITLE: President & Treasurer

SIGNATURE: [Signature] DATE: 5-27-16

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and California Forensic Medical Group, Inc. (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

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

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

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

II. STANDARD DEFINITIONS

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

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

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

III. SPECIFIC DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

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

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication,

audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.

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

- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

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

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are

subject to the same requirement for Termination for Cause.

- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

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

VIII. MISCELLANEOUS

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

(California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.

G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

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

Name: California Forensic Medical Group, Inc.

By (Signature): 

Print Name: RAYMOND HETER MD

Title: President & Treasurer

EXHIBIT F

Alameda County										
Staffing Plan ADP 1900-2400 - Santa Rita Jail										
Position	Scheduled Hours							Total Hours	FTEs	Facility
	MON	TUE	WED	THU	FRI	SAT	SUN			
Day Shift										
Health Services Administrator - HSA	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Assistant Administrator - AHSA	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Director of Nursing	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Administrative Assistant	16.0	16.0	16.0	16.0	8.0			72.0	1.8	SRJ
Nursing Supervisor/Facility Coordinator	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	SRJ
Medical Secretary	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Medical Director (Physician)	4.0	4.0	4.0	4.0	4.0			20.0	0.5	SRJ
Physician Services (MD)	16.0	16.0	16.0	16.0	16.0	8.0	8.0	96.0	2.4	SRJ
NP / PA	24.0	24.0	16.0	24.0	16.0	8.0	8.0	120.0	3.0	SRJ
RN-Staff	80.0	80.0	80.0	80.0	80.0	80.0	80.0	560.0	14.0	SRJ
RN-Booking (Minimum Staffing Level)	24.0	24.0	24.0	24.0	24.0	24.0	24.0	168.0	4.2	SRJ
RN-OHU (Minimum Staffing Level)	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	SRJ
LVN	48.0	48.0	48.0	48.0	48.0	48.0	48.0	336.0	8.4	SRJ
Medical Assistant	48.0	48.0	48.0	48.0	48.0	24.0	24.0	288.0	7.2	SRJ
Dentist	16.0	16.0	16.0	16.0	16.0			80.0	2.0	SRJ
Dental Asst.	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Dental Hygienist	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Discharge Plan Coordinator	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Case Manager (Hourly)	4.0	4.0	4.0	4.0	4.0			20.0	0.5	SRJ
Medical Record Clerk	40.0	40.0	40.0	40.0	40.0	8.0	8.0	216.0	5.4	SRJ
Medical Record Supervisor	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Infection Control Coordinator	4.0	4.0	4.0	4.0	4.0			20.0	0.5	SRJ
Quality Assurance Coordinator	4.0	4.0	4.0	4.0	4.0			20.0	0.5	SRJ
Director of Women's Health (NP)	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Prenatal Coordinator	8.0	8.0		8.0				24.0	0.6	SRJ
OBGYN			6.0					6.0	0.15	SRJ
Physical Therapist		6.0		6.0				12.0	0.30	SRJ
Ortho			4.0					4.0	0.10	SRJ
OTP Coordinator		4.0						4.0	0.10	SRJ
Optometry			8.0					8.0	0.20	SRJ
HIV Provider	6.0							6.0	0.15	SRJ
Totals for Day Shift								2,552	63.80	
Evening Shift										
RN-Staff	40.0	40.0	40.0	40.0	40.0	40.0	40.0	280.0	7.0	SRJ
RN-Booking (Minimum Staffing Level)	24.0	24.0	24.0	24.0	24.0	24.0	24.0	168.0	4.2	SRJ
RN-OHU (Minimum Staffing Level)	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	SRJ

LVN	48.0	48.0	48.0	48.0	48.0	48.0	48.0	336.0	8.4	SRJ
Medical Assistant	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	SRJ
Nursing Supervisor	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	SRJ
Medical Record Clerk	16.0	16.0	16.0	16.0	16.0	8.0	8.0	96.0	2.4	SRJ
Totals for Evening Shift								1,048	26.2	
Night Shift										
RN-Staff	48.0	48.0	48.0	48.0	48.0	48.0	48.0	336.0	8.4	SRJ
RN-Booking (Minimum Staffing Level)	24.0	24.0	24.0	24.0	24.0	24.0	24.0	168.0	4.2	SRJ
RN-OHU (Minimum Staffing Level)	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	SRJ
LVN	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	SRJ
Medical Record Clerk								0.0	0.0	SRJ
Nursing Supervisor	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	SRJ
Totals for Night Shift								672	16.80	
Totals for Santa Rita Jail								4272.0	106.80	
Alameda County										
Staffing Plan ADP 1900-2400 - Glenn Dyer Detention Facility										
Position	Scheduled Hours							Total Hours	FTEs	Facility
	MON	TUE	WED	THU	FRI	SAT	SUN			
Day Shift										
Nursing Supervisor	8.0	8.0	8.0	8.0	8.0			40.0	1.0	GEDDF
Medical Director Physician	8.0				8.0			16.0	0.4	GEDDF
NP / PA	8.0	8.0	8.0	8.0	8.0			40.0	1.0	GEDDF
RN	16.0	16.0	16.0	16.0	16.0	16.0	16.0	112.0	2.8	GEDDF
LVN	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	GEDDF
Medical Assistant	8.0	8.0	8.0	8.0	8.0			40.0	1.0	GEDDF
Medical Record Clerk	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	GEDDF
Dentist	8.0	8.0	8.0	8.0	8.0			40.0	1.0	GEDDF
Dental Asst.	8.0	8.0	8.0	8.0	8.0			40.0	1.0	GEDDF
Totals for Day Shift								440	11.00	
Evening Shift										
RN	24.0	24.0	24.0	24.0	24.0	24.0	24.0	168.0	4.2	GEDDF
LVN	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	GEDDF
Totals for Evening Shift								224	5.60	
Night Shift										
RN	16.0	16.0	16.0	16.0	16.0	16.0	16.0	112.0	2.8	GEDDF
LVN	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	GEDDF
Totals for Night Shift								168	4.20	
Totals for Glenn Dyer Detention Facility								832	20.80	
Grand Totals - both facilities								5,104	127.60	

EXHIBIT F-1

Alameda County										
Staffing Plan ADP 2401-3200 - Santa Rita Jail										
Position	Scheduled Hours							Total Hours	FTEs	Facility
	MON	TUE	WED	THU	FRI	SAT	SUN			
Day Shift										
Health Services Administrator - HSA	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Assistant Administrator - AHSA	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Director of Nursing	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Administrative Assistant	16.0	16.0	16.0	16.0	8.0			72.0	1.8	SRJ
Nursing Supervisor/Facility Coordinator	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	SRJ
Medical Secretary	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Medical Director (Physician)	4.0	4.0	4.0	4.0	4.0			20.0	0.5	SRJ
Physician Services (MD)	24.0	24.0	24.0	24.0	16.0	8.0	8.0	128.0	3.2	SRJ
NP/PA	24.0	24.0	24.0	24.0	24.0	8.0	8.0	136.0	3.4	SRJ
RN-Staff	104.0	104.0	104.0	104.0	104.0	104.0	104.0	728.0	18.2	SRJ
RN-Booking (Minimum Staffing Level)	24.0	24.0	24.0	24.0	24.0	24.0	24.0	168.0	4.2	SRJ
RN-OHU (Minimum Staffing Level)	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	SRJ
LVN	48.0	48.0	48.0	48.0	48.0	48.0	48.0	336.0	8.4	SRJ
Medical Assistant	56.0	56.0	56.0	56.0	56.0	24.0	24.0	328.0	8.2	SRJ
Dentist	16.0	16.0	16.0	16.0	16.0			80.0	2.0	SRJ
Dental Asst.	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Dental Hygienist	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Discharge Plan Coordinator	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Case Manager (Hourly)	4.0	4.0	4.0	4.0	4.0			20.0	0.5	SRJ
Medical Record Clerk	48.0	48.0	48.0	48.0	48.0	8.0	8.0	256.0	6.4	SRJ
Medical Record Supervisor	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Infection Control Coordinator	4.0	4.0	4.0	4.0	4.0			20.0	0.5	SRJ
Quality Assurance Coordinator	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Director of Women's Health (NP)	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Prenatal Coordinator	8.0	8.0		8.0				24.0	0.6	SRJ
OB/GYN			8.0					8.0	0.20	SRJ
Physical Therapist		6.0		6.0				12.0	0.30	SRJ
Ortho			4.0					4.0	0.10	SRJ
OTP Coordinator		4.0						4.0	0.10	SRJ
Optometry			8.0					8.0	0.20	SRJ
HIV Clinic Provider	6.0							6.0	0.15	SRJ
Totals for Day Shift								2,870	71.75	
Evening Shift										
RN-Staff	56.0	56.0	56.0	56.0	56.0	56.0	56.0	392.0	9.8	SRJ
RN-Booking (Minimum Staffing Level)	24.0	24.0	24.0	24.0	24.0	24.0	24.0	168.0	4.2	SRJ
RN-OHU (Minimum Staffing Level)	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	SRJ
LVN	48.0	48.0	48.0	48.0	48.0	48.0	48.0	336.0	8.4	SRJ

Nursing Supervisor	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	SRJ
Medical Record Clerk	32.0	32.0	32.0	32.0	32.0	8.0	8.0	8.0	176.0	4.4	SRJ
Totals for Evening Shift									3,184	29.60	
Night Shift											
RN-Staff	56.0	56.0	56.0	56.0	56.0	56.0	56.0	56.0	392.0	9.8	SRJ
RN-Booking (Minimum Staffing Level)	24.0	24.0	24.0	24.0	24.0	24.0	24.0	24.0	168.0	4.2	SRJ
RN-OHU (Minimum Staffing Level)	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	SRJ
LVN	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	SRJ
Medical Record Clerk									0.0	0.0	SRJ
Nursing Supervisor	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	SRJ
Totals for Night Shift									728	18.20	
Totals for Santa Rita Jail									4,782	119.55	
Alameda County											
Staffing Plan ADP 2401-3200 - Glenn Dyer Detention Facility											
Position	Scheduled Hours							Total Hours	FTEs	Facility	
	MON	TUE	WED	THU	FRI	SAT	SUN				
Day Shift											
Nursing Supervisor	8.0	8.0	8.0	8.0	8.0			40.0	1.0	GEDDF	
Medical Director Physician	8.0				8.0			16.0	0.4	GEDDF	
NP/PA	8.0	8.0	8.0	8.0	8.0			40.0	1.0	GEDDF	
RN	16.0	16.0	16.0	16.0	16.0	16.0	16.0	112.0	2.8	GEDDF	
LVN	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	GEDDF	
Medical Assistant	8.0	8.0	8.0	8.0	8.0			40.0	1.0	GEDDF	
Medical Record Clerk	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	GEDDF	
Dentist	8.0	8.0	8.0	8.0	8.0			40.0	1.0	GEDDF	
Dental Asst.	8.0	8.0	8.0	8.0	8.0			40.0	1.0	GEDDF	
Totals for Day Shift								440	11.00		
Evening Shift											
RN	24.0	24.0	24.0	24.0	24.0	24.0	24.0	168.0	4.2	GEDDF	
LVN	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	GEDDF	
Totals for Evening Shift								224	5.60		
Night Shift											
RN	16.0	16.0	16.0	16.0	16.0	16.0	16.0	112.0	2.8	GEDDF	
LVN	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	GEDDF	
Totals for Night Shift								168	4.20		
Totals for Glenn Dyer Detention Facility								832	20.80		
Grand Totals - both facilities								5,614	140.35		

EXHIBIT F-2

Alameda County										
Staffing Plan ADP 3201-4000 - Santa Rita Jail										
Position	Scheduled Hours							Total Hours	FTEs	Facility
	MON	TUE	WED	THU	FRI	SAT	SUN			
Day Shift										
Health Services Administrator - HSA	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Assistant Administrator - AHSA	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Director of Nursing	16.0	16.0	16.0	16.0	16.0			80.0	2.0	SRJ
Administrative Assistant	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Nursing Supervisor/Facility Coordinator	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	SRJ
Medical Secretary	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Medical Director (Physician)	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Physician Services (MD)	32.0	32.0	32.0	32.0	24.0	8.0	8.0	168.0	4.2	SRJ
NP / PA	24.0	24.0	24.0	24.0	24.0	8.0	8.0	136.0	3.4	SRJ
RN-Staff	128.0	128.0	128.0	128.0	128.0	128.0	128.0	896.0	22.4	SRJ
RN-Booking (Minimum Staffing Level)	24.0	24.0	24.0	24.0	24.0	24.0	24.0	168.0	4.2	SRJ
RN-OHU (Minimum Staffing Level)	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	SRJ
LVN	56.0	56.0	56.0	56.0	56.0	56.0	56.0	392.0	9.8	SRJ
Medical Assistant	64.0	64.0	64.0	64.0	64.0	24.0	24.0	368.0	9.2	SRJ
Dentist	16.0	16.0	16.0	16.0	16.0			80.0	2.0	SRJ
Dental Asst	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Dental Hygienist	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Discharge Plan Coordinator	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Case Manager (Hourly)	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Medical Record Clerk	48.0	48.0	48.0	48.0	48.0	16.0	16.0	272.0	6.8	SRJ
Medical Record Supervisor	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Infection Control Coordinator	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Quality Assurance Coordinator	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Director of Women's Health (NP)	8.0	8.0	8.0	8.0	8.0			40.0	1.0	SRJ
Prenatal Coordinator	8.0	8.0		8.0	8.0			32.0	0.8	SRJ
OBGYN			10.0					10.0	0.25	SRJ
Physical Therapist		6.0		6.0				12.0	0.30	SRJ
Ortho			4.0					4.0	0.10	SRJ
OTP Coordinator		4.0						4.0	0.10	SRJ
Optometry			8.0					8.0	0.20	SRJ
HIV Provider	6.0							6.0	0.15	SRJ
Totals for Day Shift								3,268	81.70	
Evening Shift										
RN-Staff	72.0	72.0	72.0	72.0	72.0	72.0	72.0	504.0	12.6	SRJ
RN-Booking (Minimum Staffing Level)	24.0	24.0	24.0	24.0	24.0	24.0	24.0	168.0	4.2	SRJ
RN-OHU (Minimum Staffing Level)	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	SRJ
NP/PA	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	SRJ

Medical Assistant	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	SRJ
LVN	56.0	56.0	56.0	56.0	56.0	56.0	56.0	56.0	392.0	9.8	SRJ
Nursing Supervisor	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	SRJ
Medical Record Clerk	32.0	32.0	32.0	32.0	32.0	16.0	16.0		192.0	4.8	SRJ
Totals for Evening Shift									1,480	37.00	
Night Shift											
RN-Staff	64.0	64.0	64.0	64.0	64.0	64.0	64.0	64.0	448.0	11.2	SRJ
RN-Booking (Minimum Staffing Level)	24.0	24.0	24.0	24.0	24.0	24.0	24.0	24.0	168.0	4.2	SRJ
RN-OHU (Minimum Staffing Level)	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	SRJ
LVN	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	SRJ
Medical Record Clerk									0.0	0.0	SRJ
Nursing Supervisor	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	SRJ
Totals for Night Shift									784	19.60	
Totals for Santa Rita Jail									5,532	138.30	
Alameda County											
Staffing Plan ADP 3201-4000 - Glenn Dyer Detention Facility											
Position	Scheduled Hours							Total Hours	FTEs	Facility	
	MON	TUE	WED	THU	FRI	SAT	SUN				
Day Shift											
Nursing Supervisor	8.0	8.0	8.0	8.0	8.0			40.0	1.0	GEDDF	
Medical Director Physician	8.0				8.0			16.0	0.4	GEDDF	
NP / PA	8.0	8.0	8.0	8.0	8.0			40.0	1.0	GEDDF	
RN	16.0	16.0	16.0	16.0	16.0	16.0	16.0	112.0	2.8	GEDDF	
LVN	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	GEDDF	
Medical Assistant	8.0	8.0	8.0	8.0	8.0			40.0	1.0	GEDDF	
Medical Record Clerk	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	GEDDF	
Dentist	8.0	8.0	8.0	8.0	8.0			40.0	1.0	GEDDF	
Dental Asst.	8.0	8.0	8.0	8.0	8.0			40.0	1.0	GEDDF	
Totals for Day Shift								440	11.00		
Evening Shift											
RN	24.0	24.0	24.0	24.0	24.0	24.0	24.0	168.0	4.2	GEDDF	
LVN	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	GEDDF	
Totals for Evening Shift								224	5.60		
Night Shift											
RN	24.0	24.0	24.0	24.0	24.0	24.0	24.0	168.0	4.2	GEDDF	
LVN	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4	GEDDF	
Totals for Night Shift								224	5.60		
Totals for Glenn Dyer Detention Facility								888	22.20		
Grand Totals - both facilities								6,420	160.50		

EXHIBIT O

**COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more**

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

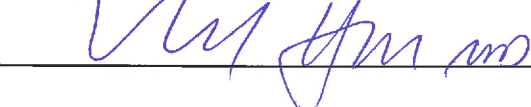
1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy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

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

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

NAME: California Forensic Medical Group, Inc.

PRINCIPAL: RAYMOND HERR MD TITLE: President & Treasurer

SIGNATURE:  DATE: 5-27-16

