

**COUNTY OF YUBA  
REQUEST FOR PROPOSAL**

***Health Services  
at the  
Yuba County Jail  
and the  
Tri-County Juvenile  
Rehabilitation Facility***



**PROPOSAL CLOSING DATE:**

***Friday, March 17, 2017  
at 5:00pm PST***

The County of Yuba is requesting proposals from a qualified vendor to provide on-site and on-call medical, dental, vision, behavioral, and other services to detainees housed in Yuba County detention facilities. This proposal shall be for services in the Yuba County Jail facility located in the County Courthouse and shall also include an alternate proposal to also provide similar services for the Tri-County Juvenile Rehabilitation Facility. Both are located in Marysville, CA. It is the County's intention to award services for the jail or for both locations; it is not our intention to award them separately.

The County intends to award a contract for three (3) years with an option to renew for two additional one (1) year extensions.

Yuba County is committed to meeting the healthcare standards as set forth in the National Commission on Correctional Healthcare (NCCHC) standards for jail facilities, accreditation through Institute for Medical Quality (IMQ), as well as Title 15, Title 24, and any other statutes or regulations applicable to these facilities.

Please review the document carefully to ensure you are familiar with the County's requirements.

**A Bidder's Conference will be held on Friday February 24, 2017 at the  
Yuba County Courthouse, 215 5<sup>th</sup> Street Marysville CA  
in the Probation Conference Room (off Main Lobby) at 9:00 a.m.  
Please complete the Response Form in Exhibit G and return to  
[aarmstrong@co.yuba.ca.us](mailto:aarmstrong@co.yuba.ca.us) . Respondents are strongly encouraged to attend.**

## I. DECIPTION OF FACILITIES

### A. Yuba County Jail ('jail')

The Yuba County Jail is located on the north side of the County Courthouse in Marysville on Sixth Street between "B" Street and "C" Streets [official address: 215 5<sup>th</sup> St.].

The original jail was built in 1962 and a major renovation and addition was completed in 1994. The county jail has a capacity of 426 prisoners. In 2006 the average daily population was 374 inmates which comprised on average of 160 ICE contract prisoners and 214 county prisoners. The county prisoner population is made up of those who are sentenced to county jail and those who are awaiting trial or sentencing. And the County does currently have a contract with Immigration and Customs Enforcement (ICE) to hold ICE detainees.

The jail currently has 4 single and 4 double bed cells located near the medical area to allow medical staff to monitor them regularly. There are cameras in the adjacent common areas. There are also 2 'safety cells' adjacent to the booking area.

See Appendix A for medical stats.

Yuba County has been awarded a \$20 million grant from the Bureau of State and Community Corrections to construct space adjacent to the jail building intended to contain medical beds, behavioral health beds, and programming space. There will be no additional detention housing space. Construction expected to begin in early 2018 or sooner.

B. Tri-County Juvenile Rehabilitation Facility ('JRF')

The Tri-County Juvenile Rehabilitation Facility operates under a Joint Powers Authority between the three Counties of Yuba, Sutter, and Colusa.

The facility is a 60 bed, 24-hour secure detention facility providing detention services for youth from these Counties. The facility is located at 1023 14th Street, in Marysville. It is a temporary holding facility for youth who are pending disposition before the Juvenile Court. Although a small number of youth are serving court ordered commitments, the majority of the youth detained in the facility are pending Juvenile Court proceedings.

Maxine Singer Youth Camp

Another key component of the Juvenile Facility is the Maxine Singer Youth Guidance Center, "Camp Singer." It is a 60 bed facility opened in 2001 as a joint effort between the Yuba and Sutter County Probation Departments. It was developed as an alternative to out of home placements and extended Juvenile Hall stays. Camp Singer provides a safe environment featuring open dormitory housing and focuses on providing a highly-structured and disciplined environment which will help curb the youth's delinquent behavior.

The current juvenile facility was originally constructed in 1946, with additions added over the years. The County of Yuba has been awarded a pair of funding grants from the Board of State and Community Corrections to construct a new 48 bed Tri-County facility; currently slated for construction beginning in the late summer / early fall of 2017.

C. Local Hospital Resources

Rideout Health in Marysville is a non-profit community-based hospital with 243 beds, a Level III Trauma Center, and is the only STEMI Center hospital north of Sacramento. In addition, Rideout Health includes the Rideout Cancer Center affiliated with UC Davis Medical Center, along with numerous outpatient clinics and a host of ancillary services. Rideout Health employs more than 2200 employees and has approximately 300 physicians on the medical staff.

Rideout Regional Medical Center has recently expanded by adding a new six-story building, with a helicopter pad. The Emergency Department, which treats over 5800 patients each month, comprised of 36 beds and exam rooms.

**II. SCOPE OF WORK - OBJECTIVES**

Services are to be provided at the jail and the JRF with a coordination of times, days and hours to be arranged between the medical staff and each facility. The needs of the two facilities are similar, but different enough that we are asking for pricing for the JRF as an alternate proposal.

The staffing needs listed below are estimates for each facility. The hours specified at each facility are based on an estimated need; however, it is likely during any given week that

more hours may be needed at one facility and less hours at the other. Staffing can be scheduled flexibly between the two facilities as long as the needs of both facilities are met.

## **II.1 Administrative Requirements**

- A. A designated physician health authority with responsibility for assuring the quality, appropriateness and adequacy of detainee health care.
- B. A full time supervising Program Manager with the authority to oversee the administrative requirements of the services, such as recruitment, staffing, data gathering, financial monitoring, policy and procedure development and review, contracts, medical record keeping, supervision of clinical staff, coordination of on- and off-site services, and other management services. The program manager shall maintain a close working liaison with Jail and JRF administrations.
- C. Well-defined, written policies and procedures, including those required by Title 15, California Code of Regulations, California Medical Association (CMA) Correctional Health Care Standards, and the National Commission on Correctional Healthcare. Provider shall also be accredited by the Institute for Medical Quality (IMQ). All services are to comply with current Title 15, California Code of Regulations and contractor is required to keep current with any changes that may occur.
- D. Weekly meetings with Jail and JRF managers, medical staff, and mental health staff to evaluate statistics, program needs, problems and inter-relationships between custody and health services personnel.
  - a. Monthly, or at some other mutually agreed upon interval, meetings shall be held with representatives from Administration, Public Health, Mental Health, County Counsel and Probation shall also occur to review progress, updates, and review objectives.
- E. Documentation of health care staff's role in the Jail and JRF disaster plans.
- F. Adequate supplies on site to guarantee that emergency and non-emergency medical and dental needs are met. Contractor is to provide all medical and dental supplies and equipment. Both facilities have automated external defibrillators (AEDs) provided by the County (to be maintained by contractor). Oxygen and a first aid kit shall be provided by Contractor to the intake areas of both facilities.
- G. Coordination with the County's Health and Human Services Agency to determine Medicaid / Medi-Cal eligibility.
- H. Minimize the need to transport detainees.
- I. Provider shall be responsible for collection and disposal of its medical waste in all forms in a safe and appropriate manner.
- J. Provider shall maintain records and be prepared for any potential State or Federal audit as required by the regulatory agencies.
- K. Monthly reports, available to the Sheriff (for jail population), Chief Probation Officer (for JRF population) and Public Health Officer (for all), that include but are not limited to the subsections listed below. Any monthly report for the Sheriff regarding the jail

population shall distinguish between Federal ICE detainees and other Yuba County Detainees.

1. Number of detainees seen at sick call by type, i.e., RN/LVN, PA/NP.
2. Number of detainees seen by physician.
3. Number of detainees seen by dentist\*.
4. Number of detainees seen by optometrist\*.
5. Number of detainees seen by psychiatrist.
6. Number of detainees seen by MFT/LCSW.
7. Number of detainees seen by crisis team.
8. Infirmarium admissions, patient days, average length of stay.
9. Hospital admissions, patient days, average length of stay by diagnosis for medical and mental health.
10. Number of transfers to off-site hospital emergency departments.
11. Number of medical specialty consultation referrals.
12. Number of intake medical screenings.
13. Number of 14-day physical assessments (adults); 72-hour physical assessments (juveniles).
14. Number of diagnostic studies.
15. Number of communicable diseases reported, including AIDS exposure reporting in accordance with California Health and Safety Code and Title 15 California Code of Regulations.
16. Number of suicide attempts, successes, and detainees with suicide ideation.
17. Documentation that detainees are receiving and ingesting their prescribed medication.
18. Documentation if a detainee's ordered medication was not administered and the reason.
19. Documentation of daily observation of detainees placed in special safety housing cells or administrative segregation.
20. Costs of services provided for detainees held per contract from other counties or agencies and charged back to the other agency
21. Costs of services provided for any medical surgical inpatient occurrence.

\* See Section III.3.D as these services may be optional

## **II.2 General Personnel Requirements**

- A. Contractor shall provide, at a minimum, enough health care personnel to provide detainees with access to health services 24 hours per day, 7 day per week. The Contractor will need to assess the required services and determine if the estimated staffing levels described in this RFP are adequate to meet the required level of service.
- B. At any time, County, in its sole discretion, can restrict access to any person or persons assigned by Contractor to work in a particular facility.
- C. In the event that any of Contractor's personnel assigned to perform services under the contract become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements. Any replacement staff shall be background checked before arriving on site.

- D. Contractor's personnel performing professional medical services shall be duly licensed in the State of California, except for medical residents and interns following a course of study, who shall be authorized for training by the Contractor. Such personnel shall practice medicine in accordance with accepted standards of practice of medical providers of good standing in the community. Contractor shall furnish copies of licenses and/or records of certification for all medical personnel to the Contractor's Program Manager, who at all times must have them available for examination.
- E. All of Contractor's employees are required to visibly wear identification badges that will be issued by the County. The Sheriff and Probation reserve the right to deny and/or rescind facility access privileges to any of Contractor's employees who do not meet established security clearance criteria or who do not comply with established facility policy, rules, and/or regulations.
- F. All of Contractor's employees must complete and successfully pass a background check. Backgrounds for the Jail will be conducted by the Sheriff's Office. Backgrounds for the Juvenile Facility shall be done by Probation. Part of this background check will typically include 'Live Scan' fingerprinting and subsequent checks of Department of Justice and Federal Bureau of Investigation records. The cost of this type of background check differs depending on where the check is initiated, but is typically less than \$50 per person. This is solely for the purpose of granting access to the County's Jail and Juvenile facilities. Employees will not be allowed to begin work without prior approval of their background.
- G. The Contractor's employees must attend orientation and training classes conducted by the County which have been deemed necessary for increasing awareness of safety, security, regulatory, and operational issues in the facilities, paid at Contractor's expense.
- H. Contractor shall be responsible for time and attendance accountability of its personnel and provide appropriate records to the County upon reasonable demand.
- I. Contractor shall provide a mechanism for increasing services to meet demands created by an increased population. For the purposes of this RFP, the contractor can assume inmate population at the Jail to average between 350 and 426 inmates (See Appendix A for history) and ward population at the JRF to average +/- 43 youths (25 in the Hall and 18 in the Camp) over the contract term.
- J. Contractor shall provide a staff development program to include orientation and ongoing training for health and mental health services personnel.

### **II.3 Minimum Care and Treatment Requirements for Both Facilities**

- A. Seven (7) day per week sick call performed by an RN/PA/NP.
- B. All routine in-house health services, such as sick calls and infirmary care.
- C. Regularly scheduled and on-call mental health screening, crisis intervention, evaluation, brief treatment and referral services, in-patient and out-patient, at all sites. Implementation of video conferencing with psychiatrist assessments and

consultations. Contractor shall provide appropriate personnel to be present during tele-psychiatry sessions.

- D. Arrangements for 24 hour per day emergency medical and mental health services, including on-site emergencies and acute hospital services. Decisions to send a patient for emergency care will be made by the Jail Supervisor and the medical representative on site at the time. Behavioral health emergency triage may be arranged with mental health provider (Sutter-Yuba Behavioral Health Agency's Psychiatric Emergency Services or other). Tele-psychiatry is not acceptable for emergency psychiatric triage.
- E. Medically necessary diagnostic services including, but not limited to, laboratory, EKG, EEG, radiology imaging and audiology services. There are no EKG machines kept at either facility. It will be the contractor's responsibility to provide the equipment. Similarly, Contractor shall be responsible for providing prescribed medical equipment i.e., crutches, cane, etc.
- F. Meet the special needs of incarcerated females, including pregnancy, lactating mothers, family planning, etc. Manage routine care within facility for pregnant females and coordinate with the detainee's OB-GYN in the community. The Contractor shall provide women with nondirective counseling about pregnancy prevention, including access to emergency contraception. Continuation of contraception should be considered for women who are on a method of contraception at intake, for purposes of both medical stability and pregnancy prevention.
- G. Coordination with the facilities' food service supervisors to ensure provision of appropriate medically ordered diets.
- H. Food service worker exams for all detainees assigned to a food handling job prior to their being placed in the work assignment and within 72 hours of notification.
- I. Medically necessary specialty physician services.
- J. Pharmacy services consistent with Title 15 Sections 1216 and 1438 and applicable state and federal regulations, monitored by a licensed qualified pharmacist. Contractor is to pay for all medications it prescribes, including prescribed medications in place at time of intake. Contractor shall provide consulting pharmacist services in accordance with California Administrative Code Title 15, Minimum Jail Standards.
- K. Contractor is responsible for providing all needed x-ray services and equipment. The County does not own any x-ray equipment.
- L. Contractor will secure a laboratory service provider and pay for these services.
- M. Contractor shall work with the County Health Officer who, under Section 101045 of the California Health and Safety Code, shall investigate health and sanitary conditions in every county jail.
- N. Contractor will work with the Yuba County Public Health Department concerning communicable disease screening, continuing medical surveillance, case management, reporting, and detainee referral in the community.
  - a. The Contractor shall provide an adequate infectious control disease program. This program must include, at a minimum:

- i. Screening and testing of all Jail inmates for tuberculosis (TB) should be completed by the 5<sup>th</sup> day of the inmate's intake date. For all suspected active TB cases, the Contractor must immediately notify and coordinate with the Yuba County Communicable Disease Control Program.
  - ii. Testing for sexually transmitted diseases, including HIV, on inmate request and/or when medically indicated
  - iii. Reporting of all reportable health conditions to Yuba County Public Health Communicable Disease Program, according to Title 17 requirements, including timeliness requirements as defined by the California Department of Public Health.
- O. Medical and psychiatric standardized procedures in accordance with California Board of Registered Nursing requirements to document all extended nursing roles.
- P. Prior to release / discharge of detainees, Contractor shall coordinate with outside resources (i.e., Sutter Yuba Behavioral Health) for follow up care.

**II.4 Yuba County Jail facility specific services**

- A. Minimum recommended weekly staffing to provide services is:
  - 1. One supervising Program Manager 40 hours per week, to manage services provided at both facilities.
  - 2. A Medical Director as needed to oversee both facilities.
  - 3. Contractor shall provide intake health screening 24 hour per day/7 days per week by RN/LVN staff with backup by trained staff to perform intake screening. The screening shall include a direct visual observation and examination of any medications brought into the facility.
  - 4. On-site physician services a minimum of 9 hours; three hours / day, three times per week and a physician available by phone 24 hours per day/7 days per week.
  - 5. On-site psychiatrist services a minimum of 8 hours per week; tele-psychiatry for at least 8 hours twice a week; and a psychiatrist available by phone 24 hours per day/7 days per week for emergency consultation.
  - 6. On-site licensed mental health worker services, MFT, LCSW or RN with a Master's Degree in psychiatric nursing, a minimum of 80 hours per week.
  - 7. On site RN/LVN/NP/PA services 24 hours per day/7 days per week.
  - 8. Sufficient licensed nursing staff coverage to administer all medications.
  - 9. Sufficient qualified staffing for oversight of 'medical' cells (cells adjacent to the medical area) for all shifts; as well as medical oversight required checks of inmates in holding or safety cells.
  - 10. Sufficient licensed nursing staff coverage to provide daily sick calls and 14 day physical assessments.

11. On site dentist services for a minimum of 8 hours per week with offsite dental services available when needed. *The County requests this be priced as an **alternate** (see Section III.D – Proposal Costs/Pricing)*
12. Offsite optometric services when needed. *The County requests this be priced as an **alternate** (see Section III.D – Proposal Costs/Pricing)*
13. Contractor shall have a plan and provide treatment of withdrawal syndromes and chemical detoxification (i.e., alcohol or drug withdrawal) and other substance abuse problems using nationally accepted protocols and assessment tools.
14. Contractor shall provide a suicide prevention plan.

B. Care and Treatment Requirements

1. 14-day health assessments.
2. Management and observation of detainees housed in the medical area 24 hours a day/7 days per week by appropriately licensed health services staff.
3. Contractor shall provide up to sixteen (16) hours of annual training for detention staff on various health care issues in the facilities and provide training on intake health screening, suicide prevention, and related topics. Trainings shall be scheduled at mutual convenience.
4. Patient education services as required by CMA accreditation standards and State regulations.
5. Contractor shall provide Hepatitis B and TB testing for County staff working at the correctional institutions. Contractor shall also provide labor, materials, and documentation of results. The County will maintain administrative record keeping and coordinate scheduling in conjunction with the medical provider.

**II.5 Tri-County Juvenile Rehabilitation Facility specific services – Alternate Option**

A. Minimum recommended staffing to provide services is:

1. On-site physician services a minimum of 5 hours per week and a physician available by phone 24 hours per day/7 days per week.
2. On call mid-level care health services 24 hours per day/7 days per week with additional resources available by phone 24 hours per day/7 days per week.
3. On-site psychiatrist services a minimum of 5 hours per week and a psychiatrist available by phone 24 hours per day/7 days per week.
4. On site licensed mental health worker services, MFT, LCSW or RN with a Master’s Degree in psychiatric nursing, a minimum of 8 hours per week.
5. Intake health screening, including training and supervision of staff and 24 hour per day/7 days per week RN/LVN backup to staff performing intake screening

6. Offsite dentist services available when needed. *The County requests this be priced as an alternate (see Section III.D - Proposal Costs/Pricing)*
- B. Care and Treatment Requirements
1. 72 hour physical assessments.
  2. Contractor shall comply with Title 15, Article 8 and participate in the annual Title 15 required health and care inspection.
  3. Contractor shall provide at least sixteen (16) hours of annual training to juvenile detention staff concerning mental illness and substance abuse (which shall include training surrounding withdrawal symptoms and care), safe medication delivery and documentation techniques, common side effects of medications, suicide prevention, or other training as agreed upon by the Contractor and JRF Superintendent. Contractor shall also provide training on intake health screening. Trainings shall be scheduled at mutual convenience.

## **II.6 Medical Records**

- A. The Contractor shall be responsible for maintaining electronic medical records consistent with state regulations, community standards of practice and CCR Title 15, CMA 510 (Health Records), CMA 502 (Confidentiality of the Health Care Record) and CMA 504 (Records Retention).
- B. Individual health care records will be initiated and maintained electronically for every detainee requiring medical, dental, vision, or mental health services as a result of the intake screening process, or for services rendered following the detainee's assignment to a housing area.
- C. Detainee files and automated records are of a confidential nature. The Contractor's employees shall be allowed access to these records and files only as needed for duties related to the contract and in accordance with the rules established by the Sheriff's Office or the JRF. The Contractor shall honor all Federal and State laws and regulations, related policies and procedures for safeguarding the confidentiality of such data, and the County's HIPAA Agreement (see Exhibit F)
- D. Assure confidentiality of medical records in accordance with State and Federal confidentiality regulations. Medical and psychiatric records will be kept separate from custody records.
- E. Make medical records available to any other staff that require medical records when needed (e.g., subpoenas or independent review committees).
- F. The Contractor shall adhere to applicable informed consent regulations and standards of the local jurisdiction.
- G. Inactive medical records shall be retained in accordance with State and Federal regulations and local County ordinances.
- H. The Contractor shall be responsible for obtaining previous medical records from the County and/or outside providers to assure continuity of care is maintained for all detainees.

- I. Contractor shall work in conjunction with County and/or outside providers to obtain previous psychiatric records to assure continuity of care is maintained for all detainees.
- J. The Contractor shall serve as custodian of detainee's medical records. All medical records shall remain the property of the County of Yuba upon termination of the contract.
- K. The Contractor will be responsible for electronically transmitting, or using any other means necessary, pertinent medical information regarding a detainee upon transfer to another detention/corrections facility or jurisdiction to assure continuity of care.
- L. At the end of the agreement, Contractor shall turn over all medical records in an independently accessible and readable electronic format.
- M. The health records shall include, but not be limited to:
  - 1. Intake screening assessment.
  - 2. Health staff evaluations and treatments.
  - 3. Physician's orders.
  - 4. Medications administered, date, time and by whom.
  - 5. All complaints of illness and injury.
  - 6. Names of persons treating, prescribing or evaluating.
  - 7. Laboratory and radiology reports.
  - 8. Consultation, emergency and hospital reports and discharge summaries.

**II.7 Quality Assurance Requirements**

- A. The County retains the right to audit all of the Contractor's records relative to the performance of contract services and to make unannounced site inspections at any time to evaluate contract performance and compliance with CMA standards, CCR Title 15 guidelines, and other policy/procedure requirements. The Contractor must provide written response to any findings or inquiries resulting from the County's audit processes, and must promptly develop and implement corrective actions as indicated. The Contractor must cooperate fully with any and all audit inspection activities initiated by the County.

**III. PROPOSAL DOCUMENT**

Please provide a detailed description of Services, Background, Staff, and proposed cost.

- A. Services
  - 1. Describe the services that will be provided, and how you propose to provide these services, to include:
    - a. Receiving and Screening of Persons
    - b. Health Inventory and Communicable Disease Screening
    - c. Communicable Disease Testing (P.C. 7500)
    - d. Daily Triageing
    - e. Sick Call
    - f. Emergency Services

- g. Immediate psychiatric crisis situations
  - h. Detoxification and Withdrawal
  - i. Off-Site Services
  - j. Specialty Care and Ancillary Services
  - k. Dental Services
  - l. Vision Services
  - m. Psychiatric Services
  - n. Prosthesis / Assistive Devices
  - o. Disability and Functional Needs
  - p. Detainee Services Coordinator
  - q. 14 Day Physical Examinations
  - r. Management of Pharmaceuticals and Distribution of Medications
  - s. Medical Records
  - t. Medical / Special Diets
  - u. Policies and Procedures for performing all services
  - v. Quality Assurance Programs
  - w. Other Institute for Medical Quality (IMQ) and CCR Title 15 requirements
  - x. Correctional staff medical testing
  - y. Equipment, Furnishings, and Supplies
  - z. Responding to Complaints, Grievances and Inquiries
2. Note instances where services exceed the scope or detail described in this RFP.
  3. Note instances where services do not meet the scope described in this RFP.
  4. Address instances where possible cost efficiencies may be gained, quality may be improved or County may otherwise benefit from adopting your proposal over the generally listed terms of this RFP. Specify a detailed plan for the implementation and operation of a cost containment program. Address the mechanism by which you plan to control health care costs, areas in which costs savings will be achieved, and evidence of the success of such a program at other contract sites.
  5. Indicate the method to be used in instituting and maintaining a billing system that will effectively address the cost recovery requirement.
  6. Propose a plan for coordinating with the County and outside providers to obtain previous medical and psychiatric records.
  7. Submit the methods and procedures to comply with all Institute for Medical Quality (IMQ) accreditation standards and CCR Title 15, to include such items as: Individualized treatment plans, vermin control, care of pregnant and lactating women, management of communicable diseases, decision making related to special need detainees, direct orders, use of restraints, standardized procedures, continuity of care, detainees in segregation, safety cell services, health promotions and disease prevention.
  8. Provide an in-depth transition plan to include a timeline for implementation of full and complete services to both facilities. The timeline must include hiring and training staff, acquiring supplies and equipment and implementing all systems to be fully operational and functional with Jail and JRF.

B. Background and Experience

1. Provide an overview of the types of work and history of your organization. Include a high level account of your qualifications as they relate to this proposal.
2. Provide examples and three references that substantiate your organizations' experience in providing the types of service requested in this proposal. This needs to be detailed and verifiable. Please include a primary contact and their contact information.
3. Describe any current, pending or past litigation, sanctions, or liens (within the last 10 years) that the organization has been, is, or is expected to be a party to.
4. Provide financial statements for the last three years.

C. Staffing

1. Provide names and qualifications of key employees to be assigned to this work.
2. Provide a staffing plan for meeting the requirements.
3. Provide other relevant information that can aid the County in its selection process.
4. Identify all subcontractors you intend to use for the proposed scope of work. For each subcontractor listed, indicate (1) what products and/or services are to be supplied by that subcontractor, (2) certifications/licenses of said subcontractor, (3) what percentage of the overall scope of work that subcontractor will perform.

D. Proposed Costs/Pricing

The County is looking for two cost proposals; **Option One** is to provide services to the Yuba County Jail *only* and shall have separate pricing for dental and optometric services; and **Option Two** is to provide services to the Yuba County Jail *and* the Tri-County Juvenile Rehabilitation Facility. It is the County's intention to procure services for the jail exclusively *or* the jail and the juvenile facility; but not to award them separately.

**Option One**

Please provide your cost proposal for providing the defined scope of services to the Yuba County Jail Inmate population. The Cost Proposal must include sufficient detail to discern the expenses for the provision of consolidated health and behavioral health care services for the adult facilities. Expenses shall include services provided by the Contractor in the facilities and by outside providers under contract with the Contractor for the provision of necessary care that is unavailable in the facilities. In addition, the Cost Proposal should include personnel costs for employees, subcontractors (as utilized in the developed plan, i.e. ambulance services), health services, diagnostic services (lab, x-ray, etc.), pharmaceutical services, and/or behavioral health care services.

- a. We request you split out and separately list the costs for providing dentistry services. The County currently has a dentistry solution that is meeting our needs, but we would like your pricing for these services to allow for evaluation and potential benefits of including this option

- b. Similarly, we request you split out your costs for provision of optometric services

**Option Two**

As an additive alternate, please also provide your additional cost for the scope of services as described to the Tri-County Juvenile Rehabilitation Facility to a similar level of detail as above.

**Pricing Guidelines for Both Options**

1. Describe the cost basis for all variable charges. (e.g. hourly rates for staff)
2. Describe the basis for cost adjustments in subsequent years of the contract or for potential future contract extensions.
3. The County is evaluating cost options for including coverage of incurred costs when detainees require inpatient or outpatient care at an off-site facility. Please provide your pricing structure for the two options listed below [of providing services to the Jail only or to both Jail and the Juvenile Facility] as tiered pricing alternatives for each of these three options:
  - a. Provider shall cover all costs for detainees treatment and care at an off-site facility
  - b. Provider shall cover the first \$15,000 of the cost of care while at an off-site facility
  - c. Provider shall cover the first \$10,000 of the cost of care while at an off-site facility

**IV. PROPOSAL DOCUMENT INSTRUCTIONS**

Proposals should include the following:

1. *A Cover Letter / Executive Summary*, including:

A brief statement as to the proposers understanding of the work to be performed, the commitment to perform the work, and a statement as to why the vendor believes it to be the best qualified to perform the engagement.

Please also highlight any of the requirements in the Scope of Work you are not able to accommodate.
2. *A Signature* of the person authorized to commit the vendor.
3. *Joint Ventures*; Make sure to explain any proposed joint venture, partnership, or Limited Liability agreements intended to be utilized to provide services. Include a copy of the agreements and clearly delineate each party's responsibilities.
4. *Exhibits* Please make sure Exhibits A, B and C (or a reasonable facsimile) are included and complete.

## V. MINIMUM QUALIFICATIONS

1. Must currently be a contractor for health and behavioral health care services in a detention facility in the United States with at least five (5) years of experience in providing such services in California.
2. Must have the philosophy, procedures, and staff training that will allow limited- or non-English speaking and culturally diverse clients to be served effectively.
3. Must comply with the medical certification requirements.
4. Must comply with insurance requirements as provided for in Exhibit E

## VI. ADDITIONAL REQUIREMENTS

1. **Subcontractors and Key Personnel.** No portion of work shall be subcontracted to a third party vendor, and no change in key personnel shall be made, without prior written consent from County. Failure to comply with this term may result in cancellation of contract and elimination of any obligation from County. It is the County's desire to have an ongoing support relationship with the provider. Consistency of service is a critical need.
2. **Background Checks.** The County requires background checks of any personnel with unrestricted access to county physical sites. Vendor should be prepared to have employees background checked at their own expense prior to being on site. This would typically include fingerprinting and subsequent checks of Department of Justice and Federal Bureau of Investigation records. The cost of this type of background check differs depending on where the check is initiated, but is typically less than \$50 per person.
3. The Contractor must demonstrate that they have the technical expertise, facilities, capabilities and financial resources necessary to perform the work in a satisfactory manner.
4. Part of the selection process may include a credit check and financial evaluation of the business/independent contractor.
5. Selection will be made by a County Evaluation Team. Members of the Evaluation Team are not to be contacted by the Contractor.
6. Contractor shall furnish to the County, *upon award of contract*, certificate of insurance naming the County as an additional insured party in amounts requested by County and maintain such insurance during term of contract.

## VII. EVALUATION CRITERIA

The County reserves the right to cancel this Request for Proposal for any reason without any liability to any Contractor or to waive irregularities at its discretion. This solicitation does not constitute a contract offer of employment, or offer of purchase. The County makes no representation that any contract will be awarded to any respondent to this solicitation. The County also reserves the right to reject any and all proposals at its sole discretion.

The contract, if awarded, will be awarded to a Contractor whose proposal is considered the best interest of the County. The award will be determined based on price, responsiveness, capability and responsibility. The following factors will be taken into account to determine price, responsiveness, capability and responsibility:

1. Demonstrated ability of the Contractor to provide support, training, and reporting.
2. Contractor's understanding of the needs and objectives of the County.
3. The qualifications of the Contractor and our perception of the ability of the Contractor to meet the terms of the RFP which may include:
  - a. Reference, credit and other pertinent checks,
  - b. Qualifications of the professional personnel who would be assigned to the project measured by experience and education.
4. Financial terms of proposal.
5. Fiscal soundness of Contractor.
6. Completeness and professionalism of submission.
7. Submissions which are deemed incomplete may be eliminated as not being responsive.
8. Responsiveness means a Contractor who has submitted a proposal that conforms to the solicitation documents in all material aspects.
9. A 'Responsible Contractor' shall mean a Contractor who has the capability, in all respects, to fully perform the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Qualifications, interview, experience, and financial stability may all be taken into consideration.
10. An evaluation of technical skills, project management skills, and the skills of the resources to be assigned to the County.
11. The proper licensing.

Thus the result will not be determined based solely on price. Although price is a key factor, the County will consider awarding the contract to the Contractor that meets the best interest of the County as interpreted by the County

The County reserves the right to modify the scope of required services based on pricing of proposals, available budget, and priority of requested services. The final determination will be incorporated in the final agreement for services (contract).

## **VIII. PROPOSAL SUBMITTALS**

Please include the following with your proposal in this order:

- Proposal to include all items indicated in Section III and IV
- Detailed Cost Estimate
- Attached Exhibits A through C (or a reasonable facsimile of each)

## IX. TERMS AND CONDITIONS

Proposals are subject to the following terms and conditions:

- a. **Contract Term.** The term of the agreement resulting from this solicitation will be for the period of three (3) years with the option for two (2) – one year extensions at the discretion of the County.
- b. **Project Schedule.** Upon receipt of proposals, and suitable review, County expects to select a provider. Once selected, Contractor and County will complete contract. The implementation and work schedule will be then be mutually developed.
- c. **Contract Form.** The County would expect to enter into a Professional Services Agreement (contract) with the awardee. The final contract will incorporate the appropriate terms and conditions from this solicitation. A sample agreement, insurance provisions and the County’s HIPAA agreement forms are attached as Exhibit D, E and F.
- d. **References.** Proposal must include a Statement of Experience and three references including contact information from projects similar to ours which we may contact as references. Proposal must include entire customer list of other California jail facilities under contract to include contact name and telephone number or e-mail.
- e. **Questions.** All questions should be submitted to the contact in Section IX. j (below) and should be submitted in writing prior to Friday, March 10, 2017.
- f. **Amendments and Addenda.** For the most up to date information, visit: <http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitaions.aspx>  
  
All question responses, updates and clarifications will be posted as addenda on this site and also emailed to all known respondents.
- g. **Submittal Instructions.** Before submitting a proposal, Contractor shall fully inform themselves as to all conditions and limitations and shall include in the proposal a sum to cover the cost of all items. *One original, one copy, and one soft copy* (disc or thumb/USB flash drive) of your proposal must be submitted in a sealed envelope, clearly marked **“Detainee Health Services”** to:  
  
Yuba County Department of Administrative Services  
Attn: Purchasing and Contracts  
Suite 119  
915 Eighth Street  
Marysville, California 95901  
  
No responsibility will attach to a County employee for the premature opening of a proposal not properly addressed and identified. Proposals will not be publicly opened and read. Proposals will be privately reviewed and evaluated by a County Evaluation Team.
- h. **Proposal Due Date.** In order to be considered, proposals must be received at the above address no later than **Friday, March 17, 2017 at 5:00 pm PDT**. A proposal may be withdrawn by written request received from the County prior to the time set for the

closing date. Please provide two hard copies of your proposal, and one soft copy on a disk or a thumb drive as outlined above.

- i. **Proposal Validity.** Proposals must be valid for a period of not less than ninety days (90) after the solicitation closing date.
- j. **Contact Information.** Andrea Armstrong, Contracts and Purchasing Administrator for Administrative Services' Purchasing Division, is the designated contact person for questions related to this Request for Proposal. All questions must be received in writing via email, fax, or USPS mail service. Responses will be returned in writing and only the answers in writing will constitute an amendment as the correct, accurate and binding response from the County. All questions and responses will be posted and shared with all participants, applicants and Contractors. Andrea's contact information is: email [aarmstrong@co.yuba.ca.us](mailto:aarmstrong@co.yuba.ca.us) fax 530-749-7884. Andrea's contact phone number is 530-749-7880. **Questions posed to any other member of County Staff may result in disqualification.**

**EXHIBIT A – BIDDERS STATEMENT**

**Detainee Health Services RFP**

By submitting a bid, the bidder acknowledges that he/she has acquainted themselves with the terms, scope, and requirements of the project based on the information contained in this RFP and any addendums. Any failure by the bidder to acquaint him or herself with available information will not relieve them from the responsibility of estimating properly the difficulty or cost of successfully performing the work. The County is not responsible for any conclusions or interpretations made by the bidder on the basis of the information made available by the County.

The following addendums have been acknowledged and are included in our proposal. RFPs that do not acknowledge addendums may be rejected.

Addendum#	Initials

\_\_\_\_\_  
Complete Legal Name of Company

\_\_\_\_\_  
Business Address, City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Printed Name of Authorized Agent (Title)

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Identification Number

\_\_\_\_\_  
DUNS Number

**THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID.**

**EXHIBIT B – LIST OF SUBCONTRACTORS**

**Detainee Health Services RFP**

**Mark one of the boxes below:**

BIDDER does not propose to subcontract the work.

BIDDER proposes to subcontract certain portions of the work to the individuals / firms listed below:

Name:	Type Of Work:
Address:	
	License #:
Phone:	

Name:	Type Of Work:
Address:	
	License #:
Phone:	

Name:	Type Of Work:
Address:	
	License #:
Phone:	

Name:	Type Of Work:
Address:	
	License #:
Phone:	

Name:	Type Of Work:
Address:	
	License #:
Phone:	

Name:	Type Of Work:
Address:	
	License #:
Phone:	

Name of Individual / Firm Submitting Bid: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED BY THE CONTRACTOR AND INCLUDED IN THE BID.**

**EXHIBIT C**

**Detainee Health Services RFP**

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID**

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

STATE OF CALIFORNIA )  
COUNTY OF YUBA )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is  
(Name)

\_\_\_\_\_  
(Position Title)

\_\_\_\_\_  
(The Bidder/Contractor)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price or any other bidder, or to fix any overhead profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract that all statements contained in the bid are true and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
(Person signing for Bidder)

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by the person named above, proved to me on the basis of satisfactory evidence to be the person(s) who  
appeared before me.

(Notarial Seal)

\_\_\_\_\_  
(Notary Public)

**THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID.**

**EXHIBIT D**

**Detainee Health Services RFP**

**DRAFT PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT for **Type of Service, Project Name and Location** ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

**Vendor Name**  
"CONTRACTOR"

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

**OPERATIVE PROVISIONS**

**1. SERVICES.**

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

**2. TERM.**

Commencement Date: **Start Date**

Termination Date: **End Date**

The term of this Agreement shall become effective on **Start Date**, and shall continue in force and effect for a period **time frame services to be provided** unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this Agreement is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a **thirty (30) days written notice** to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal agreement for CONTRACTOR AND COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

**3. PAYMENT.**

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

**4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.**

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

**5. ADDITIONAL PROVISIONS.**

Those additional provisions unique to this Agreement are set forth in Attachment "C".

**6. GENERAL PROVISIONS.**

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

**7. DESIGNATED REPRESENTATIVES.**

County Authorized Signor is the representative of the COUNTY and will administer this Agreement for the COUNTY. Authorized Signor for vendor is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

**8. ATTACHMENTS.**

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A – Scope of Work
- Attachment B – Payment
- Attachment C – Additional Provisions
- Attachment D – General Provisions
- Attachment E – Insurance Provisions
- Attachment F – HIPAA Business Associate Agreement

**9. TERMINATION.**

- a. **Termination for Fault:** COUNTY may terminate this Agreement and immediately suspend payments hereunder if CONTRACTOR is in breach of this Agreement without notice to CONTRACTOR.

- b. **Procedure for Termination for Fault:** If COUNTY exercises its discretion to terminate this Agreement for fault, the following provisions will apply:
  - i. **Notice:** COUNTY will give CONTRACTOR five (5) days written notice of the breach by CONTRACTOR or the failure by CONTRACTOR to provide appropriate services under this Agreement. Notice will be given pursuant to Provision D.31 in Attachment D of this Agreement.
  - ii. **Opportunity to Cure:** CONTRACTOR may cure any breach or other failure to provide appropriate services within five (5) days of receiving Notice of breach from COUNTY. If CONTRACTOR cures the breach or other failure to the satisfaction of COUNTY within five (5) days of receiving Notice of breach, COUNTY may disregard such breach or other failure and may continue its obligations under this Agreement.
- c. **Termination at Will:**
  - i. This Agreement may be terminated by either CONTRACTOR or COUNTY “at will” with no less than 120 days’ written notice by the party seeking termination. Authorized costs incurred by CONTRACTOR will be reimbursed up to the date of termination under this “at will” provision. Unless this Agreement is modified by written amendment pursuant to Provision D.22 in Attachment D, this Agreement will expire on the Completion Date as stated in Operative Provision 2.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on \_\_\_\_\_, 2017.

"COUNTY"  
COUNTY OF YUBA

"CONTRACTOR"

\_\_\_\_\_  
Doug McCoy,  
Purchasing Agent

\_\_\_\_\_  
Signor’s Name, Signor’s Title  
Vendor Name

INSURANCE PROVISIONS APPROVED

\_\_\_\_\_  
Jill Abel,  
Risk Manager

APPROVED AS TO FORM:  
COUNTY COUNSEL

\_\_\_\_\_  
for Angil Morris-Jones,  
County Counsel

**COUNTY OF YUBA**  
**Vendor Name – Project Name**

**ATTACHMENT A**

**SCOPE OF WORK**

**A.1 SCOPE OF SERVICES AND DUTIES.**

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

**A.1.1.**

**A.1.2.**

**A.1.3.**

**A.1.4.**

**A.1.5.**

**A.2. TIME SERVICES RENDERED.** The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONTRACTOR.

**A.3. MANNER SERVICES ARE TO BE PERFORMED.** As an independent Contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

**A.4. FACILITIES FURNISHED BY COUNTY.**

**A.4.1** COUNTY will provide the space, housekeeping, furniture, fixtures, utilities, telephone (excluding toll calls), security, and other similar items necessary for the efficient operation of the health care delivery system. COUNTY will provide only the medical equipment currently on premises. If said medical equipment requires replacement or repair CONTRACTOR will replace or repair, at CONTRACTOR's expense, said equipment with the same or comparable medical equipment and working order.

**A.4.2** CONTRACTOR will provide all medically necessary equipment, small tools, instruments, and supplies, including but not limited to, medicines, drugs, dressings, instruments, gloves, and medical/dental personnel wearing apparel. CONTRACTOR will provide for disposal of contaminated waste in accordance with California regulations.

**A.4.3** CONTRACTOR will maintain all medical and office equipment that is used for the performance of this Agreement, regardless of ownership.

**COUNTY OF YUBA**  
**Vendor Name – Project Name**

**ATTACHMENT B**

***PAYMENT***

COUNTY shall pay CONTRACTOR as follows:

**B.1 BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a contract fee not to exceed **written dollar amount (\$\$\$)**; CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed **(\$\$\$)** without a formal written amendment to this Agreement approved by the COUNTY.

**B.2 TRAVEL COSTS.** COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

**B.3 AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by formal written agreement signed by both parties in advance of performing additional services.

**COUNTY OF YUBA**  
**Vendor Name – Project Name**

**ATTACHMENT C**

**ADDITIONAL PROVISIONS**

**C.1 FUNDING.** If all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY, this Agreement may be voidable at COUNTY's discretion. If this provision is invoked, COUNTY will be liable for work already completed by CONTRACTOR at contracted rates pursuant to the payment provisions of this Agreement.

**C.1.1 COMPLIANCE WITH FUNDING REQUIREMENTS.** All or part of the funding secured by COUNTY for the purposes of this Agreement may be COUNTY, State, or Federally-appropriated funds. Any funds allocated to COUNTY by any local, State, or Federal agency may be subject to continuous or intermittent monitoring for funding compliance purposes. CONTRACTOR is responsible for administering services under this Agreement in compliance with any and all applicable regulations associated with such funding. CONTRACTOR accepts responsibility for receiving, replying to, or complying with any audit or monitoring of this project which may be deemed appropriate or required in compliance with COUNTY, State, or Federal mandates.

**C.2 FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

**C.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.** CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

**C.4 RECORDS.** CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of five (5) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

**C.4.1** This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in

paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.

- C.4.2** CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. County shall have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.
- C.4.3** Upon completion or termination of this Agreement and as requested by COUNTY, Contractor shall turn over all medical records in an independently accessible and readable electronic format. COUNTY shall have full ownership and control of all such records. All records shall be maintained by CONTRACTOR for a minimum of five (5) years after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.
- C.4.4** CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.
- C.4.5** Existing medical records and medical records prepared by CONTRACTOR shall be the property of COUNTY. CONTRACTOR shall be the custodian of these records for the term of this Agreement. COUNTY shall have access to all medical records during the term of this Agreement upon the presentation to CONTRACTOR of specific written authorization from the office of Yuba County Counsel. Additionally, all medical records shall be open for inspection and review by the COUNTY Health Officer or designee at any time without notice. At the termination of the Agreement, all medical records shall remain the property of COUNTY. CONTRACTOR shall have access to these records after the termination of this Agreement for the purpose of preparing for litigation or anticipated litigation in connection with services provided under this Agreement. Medical records, as stated in this section, shall also include psychiatric or mental health records. At the end of the agreement, Contractor shall turn over all medical records in an independently accessible and readable electronic format.
- C.4.6** If COUNTY notifies CONTRACTOR of the filing of a Claim (as further defined in Provision #), CONTRACTOR will cooperate with COUNTY in placing and enforcing any litigation hold on any medical records identified by COUNTY (including County Counsel).
- C.4.7** CONTRACTOR will have access to medical records after the termination of this Agreement for the purpose of preparing for litigation or anticipated litigation in connection with services provided under this Agreement.

**C.5 ACCEPTANCE.** All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

**C.6 CONFIDENTIALITY.** CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

**C.7 INTELLECTUAL PROPERTY.** COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

**C.8 COMPLIANCE WITH MINIMUM JAIL STANDARDS.** CONTRACTOR will comply with all applicable laws regulating medical services in local detention facilities in the state of California.

**COUNTY OF YUBA**  
**Vendor Name – Project Name**

**ATTACHMENT D**

**GENERAL PROVISIONS**

**D.1 INDEPENDENT CONTRACTOR STATUS.** At all times during the term of this Agreement, the following apply:

**D.1.1** All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

**D.1.2** CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

**D.1.3** CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

**D.1.4** As an independent Contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

**D.1.5** CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.

**D.1.6** If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

**D.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for

CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

**D.3 TIME.** CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

**D.4 INDEMNIFICATION; DUTY TO DEFEND; HOLD HARMLESS**

**D.4.1 DEFINITIONS:**

- ii. "Indemnitor": CONTRACTOR is the "Indemnitor" under this provision.
- iii. "Indemnitee": COUNTY is the "Indemnitee" under this provision.
- iv. "Claims," as herein defined, are including but not limited to:
  - 1. grievances, causes of action both legal or equitable or of some other description, debts, costs, expenses, damages, losses, liabilities, rights, remedies, or any other demands ("Claim" or "Claims"),
  - 2. whether known or unknown, whether asserted or not, whether absolute or contingent, whether accrued or not, whether liquidated or unliquidated, and whether due or to become due,
  - 3. whether filed or not yet filed in or with any court of law, federal, state or local administrative or adjudicative agency;
  - 4. and inclusive of any Claim arising under any federal, state, or local statute or ordinance.

**D.4.2 ACCEPTANCE OF RESPONSIBILITY; HOLD HARMLESS PROVISION:**

CONTRACTOR agrees to accept responsibility for, and to hold COUNTY harmless from, any loss or damage to any person or entity arising out of or in connection with CONTRACTOR's negligent acts or omissions under this Agreement.

**D.4.3 DUTY TO DEFEND:** CONTRACTOR agrees to defend COUNTY from any Claim arising from the services provided in this Agreement and brought against COUNTY by any third party. CONTRACTOR's duty to defend COUNTY from any such Claim will be effective immediately upon notice to either CONTRACTOR or COUNTY of the filing of any Claim in local, state, or federal court, or the filing of any Claim with the applicable local, state, or federal administrative agency. When either CONTRACTOR or COUNTY receives notification of any Claim filed against COUNTY, both parties will meet to discuss such Claim no later than 10 days after either party has received notice of the filing of that Claim. CONTRACTOR will take no action in response to such Claim until it has met with COUNTY to discuss such Claim. When COUNTY is notified of the filing of any Claim, it may undertake and control the defense of such Claim with counsel of its choice and it may settle any such Claim. Under no circumstances may CONTRACTOR concede or settle or compromise any Claim without prior written approval of COUNTY. Such prior written approval by COUNTY will not be unreasonably withheld.

**D.4.4 INDEMNIFICATION PROVISION:** To the maximum extent permitted by applicable law, and whether or not caused, directly or indirectly, in whole or in part, by the negligence, willful misconduct, or other fault of the indemnitee, CONTRACTOR will indemnify COUNTY from and against any Claims relating to or arising out of the services provided by CONTRACTOR to COUNTY under this Agreement.

**D.5 CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

**D.6 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

**D.7 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

**D.8 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

**D.9 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

**D.10 TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

**D.11 TERMINATION.** Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

**D.11.1** CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording

upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

**D.11.2** COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

**D.11.3** COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

**D.12 NON-DISCRIMINATION.** Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.** In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

**D.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of

COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

**D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**D.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

**D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

**D.18 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**D.19 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**D.19.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**D.19.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**D.20 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**D.21 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**D.22 MODIFICATION.** No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**D.23 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**D.24 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**D.25 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**D.26 JURISDICTION.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

**D.27 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**D.28 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term a condition herein.

**D.29 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

**D.30 CONFLICT OF INTEREST.** Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement. CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

**D.31 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Department of Administrative Services  
County of Yuba  
Attn: Purchasing Agent  
915 8<sup>th</sup> Street, Suite 119  
Marysville, CA 95901

With a copy to:

County Counsel  
County of Yuba  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

If to "CONTRACTOR":

Vendor Name  
Attn: Authorized Contract Signor and/or Contact  
Address  
City, State Zip

**EXHIBIT E**

**Detainee Health Services RFP**

**DRAFT INSURANCE REQUIREMENTS**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.  
*(Not required if consultant provides written verification it has no employees)*
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than **\$10,000,000** per occurrence or claim, \$20,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

**Other Insurance Provisions**

**The insurance policies are to contain, or be endorsed to contain, the following provisions:**

***Additional Insured Status***

**The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

### ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

### ***Waiver of Subrogation***

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

### ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

### ***Verification of Coverage***

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## EXHIBIT F

### Detainee Health Services RFP

#### HIPAA BUSINESS ASSOCIATE AGREEMENT

This Attachment shall constitute the Business Associate Agreement (the "Agreement") between <<Health Provider>> (the "Business Associate") and the County of Yuba (the "Covered Entity"), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, "Services"), that are identified in the Master Agreement (as defined below).

- 1. Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to "Protected Health Information" (as defined below) that the Business Associate may create, receive, maintain, transmit, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act") and the Omnibus Rule (the "Final Rule") published on January 17, 2013.
- 2. Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.
- 3. Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in Sections 160.103, 164.304 and 164.501.

  - (a) Business Associate. "Business Associate" shall have the same meaning as the term "Business Associate" in Section 160.103, and in reference to the party to this Agreement, shall mean the party identified above as the "Business Associate".
  - (b) Breach. "Breach" shall have the same meaning as the term "breach" in Section 164.402.
  - (c) Covered Entity. "Covered Entity" shall mean the County of Yuba, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.
  - (d) Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
  - (e) Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") is a subset of Protected Health Information and means individually identifiable health information that is transmitted by or maintained in electronic media or transmitted or maintained in any other form or medium limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
  - (f) Individual. "Individual" shall have the same meaning as the term "Individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(g) Master Agreement. “Master Agreement” shall mean the contract or other agreement to which this Attachment is attached and made a part of.

(h) Minimum Necessary. “Minimum Necessary” shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d): *Standard: Minimum Necessary*.

(i) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(j) Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

(k) Required By Law. “Required by law” shall have the same meaning as the term “required by law” in Section 164.103.

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

(m) Security Incident. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(n) Security Rule. “Security Rule” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(o) Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in Section 164.402, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

#### **4. Compliance with the HIPAA Privacy and Security Rules.**

(a) Business Associate acknowledges that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

#### **5. Permitted Uses and Disclosures.**

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified in Exhibit 1 to this Attachment, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

**6. Appropriate Safeguards.**

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.

(b) To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized persons and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

**7. Reporting Unauthorized Uses and Disclosures.**

(a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Agreement. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the person committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

**8. Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.**

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

**9. Indemnification.**

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party

and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

**10. Individuals' Rights.**

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

**11. Obligations of Covered Entity.**

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

**12. Agents and Subcontractors of Business Associate.**

(a) Business Associate agrees to ensure that any person, agent, subcontractor, or other representative to whom it provides Protected Health Information received from, or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

(b) Business Associate shall implement and maintain sanctions against any person, agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

**13. Audit, Inspection, and Enforcement.**

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created, received, maintained, or transmitted by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

**14. Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

**15. Term and Termination.**

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from, or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not

feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(c) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.

**16. Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

**17. Entire Agreement.** This Attachment constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

**18. Notices.**

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

Yuba County Privacy Officer  
5730 Packard Avenue, Suite 100  
Marysville, CA 95901

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

**19. Lost Revenues; Penalties/Fines.**

(a) Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

(c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as set forth below:

COUNTY  
Yuba County

By: \_\_\_\_\_ On: \_\_\_\_\_  
**NAME, TITLE OF AUTHORIZED SIGNOR** (Date)

CONTRACTOR  
**BUSINESS NAME**

By: \_\_\_\_\_ On: \_\_\_\_\_  
**NAME, TITLE OF AUTHORIZED SIGNOR** (Date)

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
Yuba County Counsel

## HIPAA BUSINESS ASSOCIATE PROVISIONS

### EXHIBIT 1 TO THE HIPAA BUSINESS ASSOCIATE AGREEMENT

As provided in Paragraph 5 of this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified below, or as otherwise specified in the Master Agreement authorizing functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

Authorized Purposes:

*Change this section to fit your contract needs*

*ADD SCOPE OF SERVICES HERE THAT IS RELATED TO PHI*

*EXAMPLE ONLY - REMOVE*

- *Complete individual assessment*
- *Develop a treatment plan for participant and its family members*
- *Conduct drug testing for participant*
- *Provide progress summary reports for participant*
- *Participate in collaborative case staffing meetings*
- *Monitor the participant's attendance and compliance with the participant's treatment plan*

**EXHIBIT G**

**Detainee Health Services RFP**

**RESPONSE FORM**

Please review the Request for Proposal for on-site and on-call medical, dental, vision, behavioral, and other services to detainees housed in Yuba County detention facilities. Please respond to the questions below as to your intent on attending the Bidders Conference and submitting a Proposal.

Your expression of intent is not binding but will greatly assist us in planning the bidders conference and proposal evaluation process.

**Bidders Conference**

Choose one of the following options:

- My organization intends on participating in the bidders conference on February 24, 2017 at 9:00am PST located at the Yuba County Courthouse, Probation 1<sup>st</sup> floor Conference Room, 215 5<sup>th</sup> Street, Marysville, CA 95901. Please include me on all email correspondence regarding the bidders conference. A conference call in number will be provided for those that can't physically attend the on-site meeting.
  
- My organization does not intend on attending.

**Proposal Submission**

Choose one of the following options:

- At this time, my organization intends on submitting a proposal for the services as outlined in this RFP.
  
- My organization does not intend on submitting a proposal.

**Completed by:**

<b>Name:</b>	
<b>Title:</b>	
<b>Email address:</b>	
<b>Organization:</b>	