

## Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12<sup>th</sup> Floor, Oakland, CA 94612-4305



### Gregory J. Ahern, Sheriff

Director of Emergency Services  
Coroner - Marshal

July 19, 2022

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

**SUBJECT: AWARD A CONTRACT TO CALIFORNIA FORENSIC MEDICAL GROUP FOR  
COMPREHENSIVE MEDICAL SERVICES; MASTER CONTRACT NO. 902016;  
PROCUREMENT CONTRACT NO. 23189; AMOUNT: \$252,112,035**

Dear Board Members:

#### **RECOMMENDATIONS:**

- A. Award a Standard Services Agreement (Master Contract No. 902016; Procurement Contract No. 23189) with California Forensic Medical Group (Principal: Dr. Judd Bazzel; Location: San Diego) to provide comprehensive medical services to the Alameda County Sheriff's Office - Detentions and Corrections Unit, for the term of 10/1/22 – 9/30/27, in the amount of \$252,112,035, with the first year cost being \$46,342,098: and
- B. Authorize the President of the Board to sign the Standard Services Agreement, subject to review and approval as to form by County Counsel, and submit an executed copy to the Clerk of the Board for filing.

#### **DISCUSSION/SUMMARY:**

The Alameda County Sheriff's Office (ACSO) - Detention and Corrections Unit is primarily accountable for the care, custody, and control of the inmates housed in the detention facility - Santa Rita Jail (SRJ). The facility has 18 housing units and can hold approximately 4,200 inmates. The current average daily population at SRJ ranges between 1,900 - 2,300 inmates. The daily population includes other inmates that are held under contract with local, State, and Federal governments who may also require medical services.

Approximately 60,000 inmates are processed through SRJ each year. The inmate population is cyclical, typically with a higher census during the winter months. This facility is considered a “new generation

jail" in which as many health care services as possible are brought to the inmate at the facility rather than sending the inmate to a separate medical facility.

ACSO requires a highly qualified contractor to provide inmate health care services as required by California Code Regulations, title 15, section § 1045. California Forensic Medical Group (CFMG) will be responsible for inmate health care services immediately upon the inmate being brought and accepted into ACSO's custody through the intake processes at the SRJ facility and throughout the term of inmate detention. CFMG will also be responsible for providing, paying, and coordinating all medical services brought to the inmate and the services provided at medical sites within the facilities arranging and paying for outside services.

The inmate health services provided by CFMG include comprehensive medical care services, including administering and prescribing medicine, women's health, dental care, coordination with mental health care providers, and clinic time. CMFG is required to maintain minimum staffing, based on the average daily inmate population at Santa Rita Jail and will be subject to penalties for inadequate shift coverage. To monitor contract compliance, CMFG will adhere to scheduled operational and staff reporting, County oversight committees, and third-party quality assurance reviews throughout the term of the contract. There are also additional specific requirements such as outpatient care, intake examinations and screenings, pharmaceutical administration, and collaboration with Alameda County Behavioral Healthcare (ACBH) for mental health services. CFMG employs 102 Full Time Equivalent employees for this contract currently living in Alameda County, contributing approximately \$22,000,000 per year in local wages to the Alameda County economy.

#### **SELECTION CRITERIA/PROCESS:**

*ACSO and the General Services Agency (GSA) have determined that Alameda County does not currently have the resources to provide comprehensive medical services.*

*ACSO worked with GSA—Procurement to develop a Request for Proposal (RFP), which was issued on August 30, 2021, posted on the website for 56 days, sent to the E-Gov Professional Services – Current Contract Opportunities mailing service, and emailed to the Chambers of Commerce e-mail group. The RFP was also advertised in the Inter-City Express on September 1, 2021 and the Oakland Post on September 9, 2021. A vendor outreach was conducted on September 22, 2021, followed by one networking/bidders conference on September 23, 2021, with three vendors attending.*

*On October 25, 2021, two bidders submitted responses to the RFP. One bidder was disqualified for not meeting the bidder's minimum qualifications in the RFP regarding the bidder's experience in California and accreditation experience. The remaining response was evaluated and interviewed by the County Selection Committee. A maximum total of 550 evaluation points was available for this RFP. The total evaluation points include 50 preference points derived from a 5% preference for local vendors and a 5% preference for certified Small Local Emerging Business (SLEB) vendors, for a total of 10%.*

*CFMG was the highest-scoring qualified responsive bidder and is recommended for award.*

*The SLEB program was required on this RFP. There are limited subcontracting opportunities for this contract because of the specialized nature of the medical services provided. CFMG is not a certified*

*SLEB but has been able to confirm one sub-contracting service for office supplies of \$50,000 per year. of the contract with the following sub-contractor:*

- *Blaisdell's Business Products (Principal: Margee Witt; Location: San Leandro; Certified Small: 02-90133; Expiration: 3/31/2023) to provide office supply services.*

*CFMG worked unsuccessfully to help Royal Ambulance, Inc. (Principal: Steve Grau; Location San Leandro), to become a certified SLEB for this contract. CFMG will still subcontract with Royal Ambulance as a local Alameda County business for medical transport services in the amount of \$500,000 per year.*

*The following is the evaluation summary:*

#### **EVALUATION SUMMARY**

<b>Vendor</b>	<b>Location</b>	<b>SLEB</b>	<b>Evaluation Points</b>
<i>California Forensic Medical Group (CFMG)</i>	<i>San Diego, CA</i>	<i>N</i>	<i>500</i>

#### **FINANCING:**

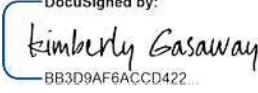
Appropriations for this contract are included in the ACSO FY 2022-23 Approved Budget and will be requested in subsequent years. ACSO will return to the Board of Supervisors if additional funding is needed to meet the County's contractual obligations under this agreement. No additional appropriations are required at this time, and there will be no increase in net County cost as a result of your approval.

#### **VISION 2026 GOAL:**

Comprehensive medical care services meet the 10X goal pathways of **Healthcare for All** and **Crime Free County** in support of our shared visions of a **Thriving & Resilient Population**, **Safe & Livable Communities**, and **Healthy Environment**.

Respectfully submitted,

DocuSigned by:  
  
F05B6DA11FD248A...  
Gregory J. Ahern  
Sheriff-Coroner

DocuSigned by:  
  
BB3D9AF6ACCD422...  
Kimberly Gasaway  
Interim Director, General Services Agency

Attachment

KG\PB\pb\I:\Board Letters\Purchasing\FY 2021-22\902016 Comprehensive Medical Services BL

cc:      County Administrator  
          Auditor-Controller  
          County Counsel

**CONTRACT SUMMARY**  
**COMPREHENSIVE MEDICAL SERVICES**  
 MC No. 902016  
 October 1, 2022 - September 30, 2027

Vendor	Location	Dollar Value of Contract Award	Local Participation		Small and Local Participation	
			Percentage	Dollar Amount	Percentage	Dollar Amount
California Forensic Medical Group Principal: Dr. Judd Bazzel	3911 Sorrento Valley Blvd., Ste 130 San Diego, CA 92121	\$252,112,035	0%	\$250,000	0%	\$250,000

**SLEB Subcontractor Information**

<i>SLEB Subcontractor Name</i>	<i>Address</i>	<i>Certification Information</i>		<i>Small/Local Participation</i>	
		<i>%</i>	<i>\$</i>	<i>%</i>	<i>\$</i>
<i>Blaisdell's Business Products</i> Principal: Margee Witt	<i>2972 Alvarado Street San Leandro, CA 94577</i>	<i>Cert#:02-90133 Expires:3/31/2023</i>	<i>0%</i>	<i>0%</i>	<i>\$250,000</i>



## COUNTY OF ALAMEDA STANDARD SERVICES AGREEMENT

This Agreement, dated as of August 9, 2022, is by and between the County of Alameda, hereinafter referred to as the "County", and California Forensic Medical Group, hereinafter referred to as the "Contractor".

### WITNESSETH

Whereas, County desires to obtain comprehensive medical services which are more fully described in Exhibits A and A-1 hereto ("Definition of Services"); and

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

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

- |             |  |
|-------------|--|
| Exhibit A   | Definition of Services                     |
| Exhibit A-1 | Specific Requirements                      |
| Exhibit B   | Payment Terms                              |
| Exhibit C   | Insurance Requirements                     |
| Exhibit D   | Debarment and Suspension Certification     |
| Exhibit E   | Contract Compliance Reporting Requirements |
| Exhibit F   | The Iran Contracting Act (ICA) of 2010     |
| Exhibit G   | HIPAA Business Associate Agreement         |
| Exhibit H   | Staffing Matrix                            |

The term of this Agreement will be from October 1, 2022 through September 30, 2027.

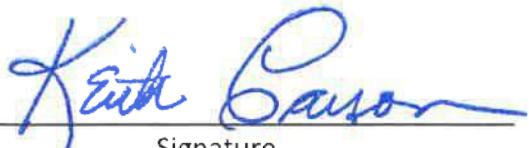
The compensation payable to Contractor hereunder will not exceed *Two Hundred Fifty-Two Million One Hundred Twelve Thousand Thirty-Five dollars (\$252,112,035)* for the term of this Agreement. The County neither warrants nor guarantees any minimum compensation to the Contractor under this Agreement. Payment to Contractor must be based on actual services performed on behalf of the County.

Master Contract No. 902016  
Procurement Contract No. 23189

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

COUNTY OF ALAMEDA

By:

  
Signature

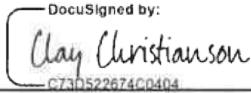
Name: Keith Carson  
(Printed)

Title: President of the Board of Supervisors

Approved as to Form:

Donna R. Ziegler, County Counsel

By:

  
Signature

Clay J. Christianson  
Deputy County Counsel

CALIFORNIA FORENSIC MEDICAL GROUP

DocuSigned by:

By:   
043810E7A628439

Signature

Name: Dr. Judd Bazzel  
(Printed)

Title: President

Date: 7/20/2022

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



## GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the

loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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

3. INSURANCE AND BOND: Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. PREVAILING WAGES: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. WORKERS' COMPENSATION: Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. CONFORMITY WITH LAW AND SAFETY:

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

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

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

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

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

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

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

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

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

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To County: Alameda County Sheriff's Office  
Attn: Contracts Lieutenant  
Santa Rita Jail Contracts, 5325 Broder Blvd.

Dublin, CA 94568  
(925) 551-6500

To Contractor: California Forensic Medical Group  
Attn: Chief Legal Officer  
3340 Perimeter Hill Drive,  
Nashville, TN 37211

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

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

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

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

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

18. DOCUMENTS AND MATERIALS: Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement, Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. TERMINATION: The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its comprehensive medical services shall not exceed \$252,112,035 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contract shall subcontract with the following companies:
  - a. Blaisdell's Business Products (2972 Alvarado Street, San Leandro, CA; Principal - Margee Witt)

Services to be provided under this Agreement of the contract value of this Agreement are in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:

  - b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
  - c. As is applicable, Contractor shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this contract.
  - d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above.

Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor–Controller Agency, Office of Contract Compliance & Reporting (OCCR).

- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the Elation web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Elation compliance system. SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

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

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCCR via email at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

22. FIRST SOURCE PROGRAM: For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth

the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
  - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
  - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.

31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
  - a. If Contractor is obligated to defend County pursuant to this paragraph 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
  - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that they become non-infringing, but equivalent in functionality and performance.
  - c. Notwithstanding this paragraph 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

35. EXTENSION: This agreement may be extended for an additional two years by mutual agreement of the County and the Contractor.
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

## ADDITIONAL PROVISIONS

### 1. Revisions to Contract General Terms and Conditions:

Provision 2. INDEMNIFICATION – the following additional language is added at the end of the provision:

In the event of a dispute between Contractor and County related to indemnification or apportionment of fault, the parties agree to meet and negotiate in good faith, or to seek third party non-binding mediation with a mutually agreeable mediator, with the costs of such mediation borne solely by Contractor. The mediation process must be completed within 90 calendar days of receipt of dispute.

Provision 17. AUDITS; ACCESS TO RECORDS – the additional language is added at the end of the provision:

Notwithstanding the foregoing or any other provision of this Agreement, the Parties acknowledge that County is a public agency subject to the requirements of the California Public Records Act (Cal. Gov. Code §§ 6250 et seq.), which may require disclosure upon request by any party of any document prepared, owned, used, or retained by County. In the event County receives a request for records Contractor has identified as trade secret or as otherwise exempt from disclosure, County will promptly notify Contractor of the request and will not oppose any effort by Contractor to seek judicial relief from disclosure of such records.

Provision 18. DOCUMENTS AND MATERIALS – the additional language is added at the end of the provision:

Notwithstanding the foregoing or any other provision of this Agreement, the Parties acknowledge that County is a public agency subject to the requirements of the California Public Records Act (Cal. Gov. Code §§ 6250 et seq.), which may require disclosure upon request by any party of any document prepared, owned, used, or retained by County. In the event County receives a request for records Contractor has identified as trade secret or as otherwise exempt from disclosure, County will promptly notify Contractor of the request and will not oppose any effort by Contractor to seek judicial relief from disclosure of such records.



## EXHIBIT A

### DEFINITION OF SERVICES

1. Contractor must provide comprehensive medical services with the Specific Requirements set on this Exhibit A, consisting of the following:

#### Exhibit A-1 Specific Requirements

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal (RFP) No. 902016, including any addenda, specifically including the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP, and the Response, the more stringent requirements providing the County with the broader scope of services must have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP, and the scope of work described in Contractor's Response must be performed to the greatest extent possible.
  - b. The RFP and Response may be relied upon to interpret this Contract and must be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address
Patrick Turner	Group V.P. Partnership Development	(281) 468-9365	patrick.turner@wellpath.us
Michael Durbin	Health Services Administrator	(925) 551-6978	michael.durbin@wellpath.us
Luke Johnson	Assistant Health Services Administrator	(925) 551-6704	luke.johnson@wellpath.us
Natalyn Bergman	Director of Nursing	(925) 551-6707	natalyn.bergman@wellpath.us
Assad Traina	Medical Director	(209) 578-1600	atraina@wellpath.us
David Ott	Regional Director of Operations	(209) 204-8670	dott@wellpath.us
Richard Medrano	Regional Medical Director	(562) 441-9687	rmedrano@wellpath.us

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

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

**EXHIBIT A-1****SPECIFIC REQUIREMENTS**

Contractor must provide the following:

1. SERVICES - Contractor must provide comprehensive health care services for inmates housed at the Santa Rita Jail (SRJ) facility, including preventative services. Contractor's services must include the following minimum levels of service:
  - a. Intake Health Screening - Intake screening must be performed for all inmates by a licensed registered nurse (RN) at the time of booking. Booking takes place intermittently but is heaviest on the P.M. shift. Mandatory tuberculosis screening is started at this point of contact in accordance with State and local standards. Contractor shall develop an intake pre-screening procedure for mental health issues and referrals.
  - b. Fourteen-Day Health Appraisal – A health appraisal (including a history and physical examination) must be performed by a licensed RN or higher-level care provider (physician, physician's assistant, or nurse practitioner) on all inmates coming into custody within the first 14 days of their incarceration. This appraisal must meet the standards established by the American Correctional Association (ACA) and must be fully compliant with County protocols and requirements.
  - c. General Healthcare - Contractor must provide healthcare services to inmates including preventative care.
  - d. Sick Call - Inmates must have access to essential health care services at all times. At a minimum, a licensed RN and a physician must be on duty at all times. Contractor must conduct sick call examinations. Sick calls must be performed by an RN or higher-level care provider (physician, physician's assistant, or nurse practitioner). The Contractor must conduct sick calls Monday through Friday, once in the morning and once in the late afternoon. Sick calls must be held in the medical rooms located in the inmate housing areas of the facility. Additional sick call hours may be added as required.
  - e. Health Care Plans - Development and Implementation of Health Care Plans. Inmates treated at SRJ must have health care plans with clear goals, objectives, policies, and procedures for documenting goal achievements.
  - f. Best Practices - Provide recommendations to Alameda County Sheriff's Office (ACSO) and Alameda County Behavioral Health (ACBH) and assistance with any changes, policy updates, legal updates, or compliance changes in ACA Standards or other applicable laws or standards for the entire duration of any contract.

- g. Leadership - Administrative leadership services must have cost accountability and justify medical care and responsiveness to the inmates and the County if requested.
- h. Food Services - Special Diets - Provide recommendations for all medical and special needs diets. Contractor must adhere to the medical dietary standards outlined in the California Code of Regulations (CCR) Title 15, Section 1248, as they may change from time to time.
- i. Services On-Site Outpatient Housing Unit Care - SRJ - Contractor must appropriately utilize the space available for use, including 25 beds in 20 rooms at SRJ. Contractor operations at the Out-Patient Housing Unit (OPHU) must include:
  - (1) A physician on-site, eight hours per day, 40 hours per week, Monday through Friday;
  - (2) Medical Director or Physician, Health Services Administrator (HSA) or designee, and Director of Women's Health on call 24 hours per day, when there is no physician already on-site;
  - (3) Contractor must provide on-site supervision in the OPHU by a licensed RN on a 24-hour basis;
  - (4) Contractor must provide 24-hour nursing services;
  - (5) Contractor must maintain and make accessible an on-site copy of the Manual of Nursing Services; and,
  - (6) Contractor must have a separate, individual and complete medical record kept for each inmate.
- j. Suicide Prevention Program - Coordinate with ACBH as the lead agency in the Suicide Prevention Program. This must include attending program meetings and collaborating to provide pre-screening and crisis intervention. Contractor must provide a physician to participate in the program, review issues related to suicide prevention, and address the resolution of problems in accordance with applicable ACA/National Commission on Correctional Healthcare (NCCHC) standards. Contractor must work cooperatively with ACBH; Contractor is responsible for the health and well-being of the inmate, including medication, vitals, other medical needs, and confirmation of wellbeing. For every inmate placed in a safety cell placement on a suicide watch, Contractor must have an RN or higher-level care provider (physician, physician's assistant, or nurse practitioner) physically check the inmate at least two times every eight hours, a minimum of three hours apart. These checks must be in addition to any checks conducted by any County staff.

- k. Dental Services - Provide emergency, medically necessary, and non-emergency dental services, including but not limited to extractions and hygienic cleanings. Services must be provided 80 hours per week at SRJ unless a lesser number of hours is agreed to in writing by the Contracts Lieutenant.
  - (1) Based on the inmate's length of stay and priorities listed, Contractor will provide the following treatment:
    - (a) Oral screening by a trained professional will be performed as soon as possible. Notwithstanding the timing of the oral screening, instructions on oral hygiene and preventative oral education must be given within 14 days of admission, and a dentist must perform an initial oral examination within 12 months of admission.
    - (b) Relief of pain and treatment of acute infections, including hemorrhage, toothaches, loose or knocked-out teeth, abscesses, and dry sockets after extractions.
    - (c) Extraction of unsalvageable teeth.
    - (d) Repair of injured or carious teeth.
    - (e) Removal of irritation conditions that lead to malignancies (if incarceration is prolonged beyond the current average stay of 32 days).
    - (f) Dental hygiene services and exams for inmates in custody for a year or more, once yearly.
  - (2) Contractor will provide triage, prioritize, and then schedule inmates to see the dentist. Inmates requiring oral attention will be scheduled to see the dentist as soon as possible. Dentist staff must prioritize treatment of inmates with emergent dental issues.
  - (3) For more complex procedures, i.e., wisdom tooth extraction, Contractor must notify the County for referral to an outside oral surgeon using the procedures under item in Exhibit A-1, Section P, Item 1 for outside acute medical care.
  - (4) For elective work that can be deferred Contractor will provide appropriate referral information upon the inmate's release.
- l. Special Needs of Pregnant and Postpartum Women - Care for the special needs of pregnant and postpartum women, including, but not be limited to:
  - (1) Optional Screening and testing for pregnancy at the time of booking the inmate into the facility;

- (2) Following Pregnant Female Protocols established by the statute or regulation and County Policies and Procedures. Any new protocols proposed by Contractor must be approved in writing by the County;
  - (3) Referrals and coordination with community-based methadone treatment program experienced in the special needs of pregnant/postpartum clients;
  - (4) Prenatal education and counseling; and
  - (5) Coordination of special medical services, if requested by County, Contractor must provide verification by supplying copies of written agreements with service providers to assure the continuous availability of the full range of routine and emergency obstetrical services, including management of high-risk conditions.
- m. Family Planning Services - Provide family planning services pursuant to California Penal Code Sections 3409, 4023.5, and other applicable laws.
  - n. Prosthesis/Glasses - Provide and make payments for medically required medical and dental prosthesis and eyeglasses.
  - o. Consulting Services and Medical Equipment - Make arrangements and payments for all consulting medical specialty services and special medical equipment (i.e., braces, crutches, etc.). Special medical equipment will be defined as durable medical equipment (DME) as set forth under Medicare Part B plans and includes, but is not limited to, diabetic supplies, canes, crutches, walkers, commode chairs, home type oxygen equipment, traction equipment, etc., excluding wheelchairs. As further defined, DME is equipment which:
    - (1) Can withstand repeated use;
    - (2) Is primarily and customarily used to serve a medical purpose;
    - (3) Is generally not useful to a person in the absence of illness or injury; and
    - (4) Is appropriate for use in the inmates housing area.
    - (5) The use of any DME within the Facilities will be with the written approval of the ACSO. For any major equipment, including beds and seat lift mechanisms, Contractor must meet with County to discuss the need and if County will be purchasing and retaining ownership of the equipment.
  - p. Hospital Care - Make arrangements to provide payments for all in-patient and outpatient treatment following booking. For routine provision of the services below, with the prior written consent of the County, Contractor must enter into agreements

with and use the providers made available by the County. Contractor must provide a list of at least three (3) other hospital care providers within Alameda County that have the potential of being used. Should pre-approved providers not be available, the use of a provider not previously approved by the County, must be approved by the Contract Lieutenant or the Contract Lieutenant's designee. No approval under this section shall be unreasonably withheld by the County.

- (1) Acute Care Needs - Emergencies that require care outside of the facility, for which there is unavailability of specific services, hospitalization for the acute care needs of all incarcerated inmates are currently provided by Alameda Health System (AHS, formerly Alameda County Medical Center), Highland Hospital located in Oakland, however, Contactor may use another provider with the prior written consent of County.
  - (2) Emergency Room - Emergency room care for SRJ inmates is currently provided by Valley Care Medical Systems located in Pleasanton. Contactor may establish relationships with other hospital systems for emergency room care with the prior written consent of County.
  - (3) Mental Health Services - Mental health care for all inmates is provided by ACBH, although some acute services may be provided through an outside services provider. Contractor shall work in collaboration with ACBH and any outside mental health services provider.
- q. Disaster - Provisions of comprehensive medical care services during a natural disaster. Contractor must implement a contingency plan to provide medical services to inmates following a natural disaster or declared state of emergency. Contractor must provide any current contingency plans to the County. Following a natural disaster or declared state of emergency Contractor will provide the contingency plan implemented to the County.
- r. Acquired Immunodeficiency Syndrome (AIDS) - Contractor shall cooperate with the Alameda County AIDS Task Force in continuing with AIDS education in the Detention and Corrections facilities. AIDS/Human Immunodeficiency Virus (HIV) testing must be provided as clinically indicated within current community standards or upon inmate or ACSO staff request, pursuant to Labor and Health and Safety Codes. All testing must be done in accordance with State law.
- s. Ancillary Services - Provide and arrange for laboratory, radiology, and other ancillary services as required. Ancillary services may be performed off-site but preferably on-site. Laboratory services performed on-site must include, but are not limited to the following:
- (1) Dipstick urinalysis

- (2) Finger-stick blood glucose
  - (3) Pregnancy testing
  - (4) Stool blood testing
  - (5) Contractor will provide medically necessary diagnostic laboratory testing through the approved laboratory. Whenever possible, laboratory tests will be conducted on-site. Laboratory testing includes routine, special chemistry, and toxicology analysis.
  - (6) Contractor will coordinate with the approved laboratory for timely pickup and delivery of accurate reporting within 24 hours.
  - (7) Within 24-48 hours, the physician will review, date, and initial laboratory data upon receipt of test results. Once reviewed, the results are filed in the inmate's health record, and a plan of care is established as appropriate, and immediately report crisis levels to the supervising physician.
- t. Radiology Services – Contractor must enter into agreements with and use providers approved by the County to provide the on-site radiology services. Contractor must enter into agreements with and use providers made available by the County to provide the on-site radiology services. Contractor must provide a list of at least one (1) other radiology providers within Alameda County. County shall not unreasonably withhold approval of any provider suggested by Contractor. Should pre-approved providers not be available, the use of a provider not previously approved by the County, must be approved by the Contract Lieutenant or the Contract Lieutenant's designee. No approval under this section shall be unreasonable held withheld by the County.
- (1) X-ray services
  - (2) Ultrasounds
  - (3) Sonograms
  - (4) Doppler studies
  - (5) Holter monitor studies
  - (6) Contractor must use the on-site digital X-Ray facility, staffed by an X-Ray technologist, to maximize the use of on-site X-Ray services.
  - (7) A board certified or board eligible radiologist will interpret all test results. The site physician will review and initial all radiology results and develop a follow-up care plan as indicated.

- u. Electrocardiogram (ECG) Services
  - (1) Contractor must provide ECG services on-site and is responsible for all equipment and supplies required for these services.
  - (2) Contractor must have all studies read by a provider – physician, nurse practitioner, or physician's assistant, and may have a cardiologist provide an over-read as deemed clinically appropriate.
- v. Dialysis
  - (1) Contractor must enter into agreements with and use providers made available by the County to provide the on-site dialysis services, including equipment, labor and supplies. Contractor must provide a list of at least one (1) other dialysis providers within Alameda County. County shall not unreasonably withhold approval of any provider suggested by Contractor. Should pre-approved providers not be available, the use of a provider not previously approved by the County, must be approved by the Contract Lieutenant or the Contract Lieutenant's designee. No approval under this section shall be unreasonable held withheld by the County. Hemodialysis services will be provided three (3) times per week to those who have been medically determined to receive such treatment.
  - (2) If the inmate population needs for dialysis increases, Contractor must work with County approved providers and ACSO to manage services within the jail to accommodate any increased numbers with two dialysis chairs.
- w. Diagnostic Records - Contractor must provide diagnostic results electronically through the EMR System. Laboratory and Radiology reports will be integrated via messages into an inmate's chart. If a results interface is not being used, results can be manually entered, and/or reports can be scanned or uploaded into an inmate's chart.
- x. E-Consult - Contractor may use e-Consult to provide near-real-time consultations with a panel of medical specialists. Using e-Consult, Contractor's on-site physicians, and mid-level providers can access any one of 24 specialties and 35 sub-specialties, including infectious disease, orthopedics, and cardiology. These specialists can either confirm that the Contractor should send the patient for an off-site referral or provide expertise to support management on-site, reducing unnecessary off-site referrals and ensuring optimal clinical care. All e-Consults must be documented in the patient chart. Upon completion of an approved referral, appointments are set and scheduled.
- y. Detoxification from Drug and Alcohol - Provision of detoxification services in accordance with the ACA standards. Provide a methadone maintenance/detoxification program and for obtaining all licenses necessary to operate the program. Contractor must assure that pregnant women with histories of drug dependency are evaluated

- on-site by registered nurses immediately and referred within four (4) hours for high-risk obstetrical evaluation. Contractor must coordinate and pay enrollment and assessment services of pregnant opiate-addicted women for methadone maintenance programs.
- z. Hearing/Language Interpreters. Contractor must be prepared, have available, and work with interpreters to ensure that screening and provisions of services are provided for all inmates. Contractor must provide, and bear costs for, hearing and language interpreters for medical care, which must include all intakes, assessments, clinics, and all medical-related appointments, as needed, required and/or requested by the inmate. Only if absolutely necessary, Contractor may request assistance from the ACSO in order to meet this obligation.
- aa. Services - Medi-Cal County Inmate Program (MCIP)  
<https://www.dhcs.ca.gov/provgovpart/Pages/MIP.aspx> - coordinate to facilitate MCIP eligibility of inmates and Medicaid payment for Medi-Cal covered services by using reasonable best effort to facilitate MCIP eligibility. Contractor must provide County and/or designated third-party billing contractor with all documentation that may be required to facilitate claiming of or reimbursement for the cost of Medi-Cal services covered by the County.
- (1) Contractor must notify the County of any inmate who may have a hospital stay longer than 24 hours. County will begin the process of obtaining Medi-Cal or any other third-party coverage and reimbursement. Contractor must provide all necessary information in the medical file as may be needed to secure coverage and reimbursement.
- bb. COVID-19 Vaccination and Testing - Contractor must provide COVID-19 testing and vaccinations for all inmates as required during the intake process, or as required due to a COVID-19 local exposure, seven days per week until no longer necessary when the current COVID-19 pandemic California State Public Health State of emergency is no longer effective. Except as mutually agreed by the parties in writing, COVID-19 Testing will be Monday through Saturday daily between 0700 hours to 1530 hours. COVID-19 vaccine administration will be Sunday through Saturday daily from 0700 hours to 1530 hours.
- (1) Term and termination for COVID-19 services. Contractor must continue providing the COVID-19 Services unless County provides not less than seven (7) calendar days written notice of intent to terminate the COVID-19 Services. In the event of termination of the COVID-19 Services, Contractor must invoice County, and County will pay Contractor, the portion of costs which have been incurred as of the effective date of termination. Termination or expiration of COVID-19 Services do not affect, or effect termination or expiration of the Agreement or other services provided thereunder.

- (2) **DISCLAIMER OF LIABILITY.** Due to the novelty of the COVID-19 virus and testing and screening procedures thereto, Contractor cannot guarantee that the COVID-19 Services will be accurate and disclaims any and all warranties, including implied warranties, regarding the COVID-19 Services. Contractor specifically disclaims any and all liabilities resulting from inaccurate test and/or screening results, including cost of COVID-19 treatment for Covered Persons and transmissibility of COVID-19 among inmates or resulting from any positive or false-negative COVID-19 test and/or screen. County agrees Contractor will not be liable, and County will hold Contractor harmless, for any liabilities, damages, losses, claims, actions, or proceedings arising out the requirement for the COVID-19 Services; including the accuracy of any COVID-19 Services and/or test results.
- (3) **CHANGES IN CIRCUMSTANCES.** County and Contractor recognize the novelty of the COVID-19 pandemic presents unique and changing challenges with respect to treatment and response actions and acknowledge that circumstances may change regarding screening, treatment protocols, and availability of medical provider staff, etc. County and Contractor agree to cooperate in good faith to address and account for any changes in circumstances that may occur with respect to the COVID-19 outbreak and response.
- cc. **CLINIC/OFFICE SPACE, FURNITURE & EQUIPMENT** - County will provide the space, medical equipment, limited furniture, fixtures, utilities, telephone (excluding long distance and toll calls), and security necessary for the efficient operation of the SRJ clinic Health Care System. The County will provide only the equipment on-site at the start of the term and any other equipment that the County chooses to purchase and retain ownership of or chooses to replace or update. With the exception of the medical equipment, the Contractor must maintain all other equipment provided by the County and inform the County of any broken equipment that needs repair. Contractor must be responsible for the purchase of all other equipment, including replacement equipment as needed, and must retain ownership of the equipment that it purchases. All healthcare-related laundry services at the facilities, including contaminated linens, must be the financial responsibility of the Contractor. Contractor must be responsible for providing its own computers, servers, software, office chairs, ergonomic-related equipment for office and computer workstations and internet/data connection services. County reserves the right to refuse to allow any item into the jails if they determine it poses a security risk. County may require approval of the vendor and method of internet/data connection services.
- dd. **ADMINISTRATIVE STAFFING** - Contractor must provide the following minimum administrative staffing:
- (1) Health Services Administrator (HSA). A qualified manager/administrator with 1) a master's degree or 2) either a bachelor's degree or RN licensure and a

minimum of five years' experience in health care management services with three of those years' in a correctional facility health care setting. Two years of management experience in a correctional facility is preferred. Minimum 40 hours, one Full Time Equivalent (FTE).

- (2) Assistant Health Services Administrator - A qualified manager/administrator with 1) a master's degree or 2) either a bachelor's degree or RN licensure and a minimum of three years' experience in health care management services. One year of management experience in a correctional facility is preferred. The Assistant HSA will assist in coordinating healthcare services for the SRJ and in carrying out the terms of the contract. The responsibilities of the Assistant HSA will include recruiting, hiring, training, and supervision of staff; scheduling of all personnel to ensure that all shifts are covered, quality assurance audits and training of personnel. Minimum 40 hours, one Full Time Equivalent (FTE).
  - (3) Director of Nursing - A qualified director of nursing that is a registered nurse, preferably with a bachelor's degree. The individual's nursing license shall remain up to date and in good standing. The individual shall have a minimum of three years' experience, including some health care management experience. One year of management experience in a correctional facility is preferred. Minimum 40 hours, one FTE.
  - (4) Medical Secretary - A qualified medical secretary. The individual must possess a diploma or certificate from a two-year college program in a related field. Individual must have completed 30 minimum credits in medical language or transcription or have two years' work experience as a medical secretary. Individual must possess cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED) certifications, and have a thorough knowledge of computer based word processing and spreadsheet programs.
  - (5) Medical Director - A qualified board-certified physician designated as medical director or lead physician. The individual shall have a specialty certification in the field of internal medicine, family practice, or emergency room (ER) medicine. One year experience in a correctional facility is preferred. The physician's licenses and credentials shall remain up to date and in good standing. The Medical Director will be responsible for overall health care delivery for the facility. Minimum 40 hours, 1 FTE.
- ee. MEDICAL STAFFING - Contractor must maintain minimum staffing based on Average Daily Population (ADP) levels. For all matrixes, and at all times Contractor must:
- (1) Provide adequate staffing, including physicians and licensed RNs at all times.
  - (2) React and promptly accommodate the consistently changing population in the jails.

- (3) Provide a physician on site at all times during their shift. In addition, 24-hour coverage for physician services must be available on-call if additional or specialized services are needed at either or both facilities.
  - (4) Provide ACSO specific details throughout the contract term on physician coverage to ensure continued 24-hour coverage.
  - (5) Provide coverage five days per week for an on-site physician and have a 24-hour physician on-call and available by telephone to answer questions and travel to the facility as necessary.
  - (6) Maintain designated Full-Time Equivalent (FTEs) at all times (i.e., should a person go on Paid Time-Off (PTO), they must be backfilled) in accordance with the matrixes. The staffing plan must include consideration for a relief factor for practitioners.
  - (7) The Medical Director must provide written notification to the Contracts Lieutenant prior to any scheduled time away from the facility, including PTOs and any unscheduled time, such as for illness. The notice must include the name of the alternate physician to act on behalf of the Medical Director during his/her absence(s) from the facility.
  - (8) All Contractor employees, and subcontractors working at SRJ detention and correctional facility must pass and maintain, to the satisfaction of ACSO, a security and background check performed by ACSO. Failure to pass, divulge information, or comply with the background process will prohibit an individual from entry into the SRJ detention and correctional facility. Any security and background checks performed by ACSO will be in addition to the new hire and routine, background checks, reference checks, and other procedures performed by the Contractor.
- ff. MINIMUM STAFFING REQUIREMENT ILLUSTRATION: The following illustration is for SRJ minimum staffing levels based on an ADP of 2,400 to 3,200:
- (1) Physician Staffing. Three Hundred (300) combined hours per week must be provided for on-site physician services and healthcare practitioners. One hundred forty (140) hours per week of Physician coverage. One hundred fifty-two hours (152) per week of Nurse Practitioner or Physician Assistant coverage. Eight hours (8) per week of dedicated Medication Assisted Treatment (MAT) Physician coverage. The minimum on-site coverage will include 24 hours each day, Monday through Friday, and rounds in the OPHU on Saturday and Sunday.
  - (2) Request by County. County may request additional staffing for limited periods of time. If County requests additional staffing that the Contractor does not believe is needed or necessary, the Contractor must provide written notice as

to why the Contractor deems additional staff unnecessary. If County then notifies the Contractor in writing that it will pay an additional sum for staffing the Contractor deems unnecessary, the Contractor must provide additional staffing at the cost set forth in Exhibit B, Additional Staffing.

- (3) Request by Contractor. If the County or Contractor believes it is necessary to add more staffing on a long-term or permanent basis, the Contractor must meet with County to discuss amending the matrixes or adding matrixes for increased staffing, including additional Licensed Vocational Nurses and RNs. Any such amendments must be done in writing and approved by the Alameda County Board of Supervisors.
- (4) Specialist Staffing. OB/GYN physicians must be on-site for six (6) hours per week, with 24-hour OB/GYN services available. On-Call services provided must be able to respond on-site within 120 minutes if requested. Support staff must include a prenatal coordinator, nurse practitioner, and medical assistants.
- (5) Clinic Hours. Hours for specialty clinics are as indicated below. The hours included are estimates, and subject to change dependent on inmate needs. Any hours in excess of the estimate must be approved in writing by ACSO, except in cases of emergency, in which case Contractor must immediately notify the Contracts Lieutenant and request the approval. The specialty clinics to be provided are:
  - (a) Optometry, 4 hours per month
  - (b) Orthopedics, 4 hours per week
  - (c) Physical Therapy, 2 hours per week
  - (d) Obstetrics, 4 hours per week
  - (e) AIDS/HIV, 16 hours per month
  - (f) HIV/Transgender Clinic, 12 hours per week
  - (g) Radiology, 3 hours per day
  - (h) Nephrology, 4 hours per month
  - (i) Tuberculosis, 5 hours per week
  - (j) Asthma, 6 hours per week
  - (k) Diabetes, 4 hours per week

- (l) Hypertension, 6 hours per week
- (m) Seizure, 4 hours per week
- (n) Lipid and Coumadin, 3 hours per week
- (o) Ultrasound, 16 hours per month
- (p) Dialysis, 8 hours per week
- (q) Oral Surgery, 6 hours per week.
- (r) On-site oral surgical procedures must include:
  - i. All facial lacerations
  - ii. Maxillary LeFort I fractures
  - iii. Zygomatic arch fractures
  - iv. Traumatic Nasal-Septal deformities
  - v. Mandible fractures (both open and closed)
  - vi. Denoalveolar fractures
  - vii. Incision and drainage of maxillofacial abscesses
  - viii. Complex ondontetomies
  - ix. Complex biopsies
- gg. Contractor will not be required to backfill the following positions in the event of temporary absence of an administrative staff member during paid time off leave (PTO), or to attend training required to fulfill their job duties and/or maintain licensure. PTO is defined and used for sick days and planned time off. PTO and training must be limited to a maximum number of 240 hours per calendar year.
  - (1) Administrative Assistants
  - (2) Medical Secretary
  - (3) Health Services Administrator
  - (4) Assistant Health Services Administrator
  - (5) Director of Nursing

- (6) Medical Records Supervisor
- (7) Quality Assurance Coordinator
- (8) Discharge Planner

hh. STAFFING DOCUMENTATION. Contactor must provide the following:

- (1) Work Post. Work Post descriptions (defining the duties, responsibilities, job descriptions, shift, and location) for all assignments are to be clearly posted at the facility in an area that is open to all Contractor staff, but not to inmates. Contractor must review and update the Work Post every six months. Reviewed and approved copies of each Work Post, with the date, must be provided to Contracts Lieutenant and Detention and Corrections Administration Captain on February 1st and July 1st of each year. Copies of any Work Post changes must be immediately provided to the Contracts Lieutenant.
- (2) Shift Coverage and Daily Attendance Record. Copies of staffing schedules, which include all health care staff, are to be posted in designated areas prior to 0900 hours on weekdays, and submitted to the Contracts Lieutenant on a daily basis. Actual shift coverage must be verified by the Contracts Lieutenant or designee by facility, signed by the supervisor of each shift, and submitted daily to the Contracts Lieutenant. For weekends and holidays, reports must be submitted prior to 0900 hours on the next business day.
- (3) Credit for Inadequate Coverage. Contractor shall provide County with a credit if the aggregate number of monthly staffing hours actually provided by staff category (e.g., RN, LVN, etc.) is lower than the total number of committed monthly hours by staff category ("Staffing Reimbursement"). The Staffing Reimbursement shall be the approximate equivalent to the Contractor's cost (salary and benefits) had a respective staff category minimum threshold been met and will be applied in monthly invoice for the month following the vacant shift. This cost will be determined by taking the average hourly pay rate of an individual assigned to the staffing category, plus an additional 50% to approximate the cost of benefits for the individual assigned to that staffing category for the aggregate hours below the minimum threshold commitment. In addition, Contractor shall be liable for penalties pursuant to the terms of the contract, as outlined below. Any work post left vacant more than four hours after the scheduled start of the shift will be considered vacant for the entire shift.
- (4) Platform for Staff Input - Contractor must have a process or avenue for its nursing and medical staff to provide input regarding staffing and the level of patient care being provided. This information will be provided by contractor to ACSO in weekly quality assurance meetings between ACSO and contractor.

## ii. PENALTY

- (1) Penalty for Inadequate Staffing. The facility must be fully staffed for the number of inmates in custody in accordance with the staffing matrices attached as Exhibit H, factoring in any special circumstances at any given time, such as high rates of illness. In addition to any other relief and or cause action, the County must be entitled to a penalty if there is inadequate staffing for any Work Post(s). A Work Post is considered staffed when a qualified individual is present at the facility performing all duties of the position. In the case of the "on call" physician, the position is adequately staffed when a qualified physician is immediately reachable by phone and available to come to the facility within one hour if needed. Contractor may pay a penalty for each Work Post that is not adequately staffed. Contractor must immediately notify the County in writing of any inadequately staffed shift positions. Contractor must provide such writing to the Contracts Lieutenant. Any time a Work Post is not adequately staffed for more than one day, ACSO may assess a penalty amount of the following:
- (a) Vacant Work Shifts - Up to \$1,000.00 per day per position for the inadequately staffed position(s). This means if there are three shifts for a Work Post (e.g., day, swing, and night) in a 24 hour period, and all of the three shifts are not adequately staffed on Monday (e.g., the day and night shifts), that would be considered as three inadequately unstaffed shifts in a 24 hour period and a penalty may be assessed. If any Work Post shifts are not adequately staffed for three consecutive days (e.g., the shift is vacant on Monday, the shift is vacant on Tuesday, and the shift is vacant on Wednesday), that is considered as three Work Post shifts not adequately staffed on consecutive days, and a penalty may be assessed. If the County does not assess a penalty on any occasion(s) it does not waive its right or ability to assess penalties in the future. Prior to assessing a penalty, the County will provide notice to the Contractor with the penalty amount it intends to assess. Prior to the final penalty assessment, the County will consider any mitigating factors presented by the Contractor.
- (2) Application to Partial Shifts - In all cases, the Work Post penalty applies to each shift or portion of a shift that is not adequately staffed. Any work post left vacant more than four hours after the scheduled start of the shift will be considered vacant for the entire shift.
- (3) Contractor will provide County with Staffing Reimbursements in accordance with Section 1(h.)(3). The work post credit to the County must be the approximate equivalent to the Contractor's cost (salary and, if applicable benefits) had the work post been staffed. The cost will be determined by

taking the average hourly pay rate of the individual assigned to the work post shift, plus an additional 50% of the approximate cost of the individual's benefits, if applicable, for all hours that the work post is vacant.

- (a) Chronic failure to comply with the aforementioned staffing requirements may result in a recommendation by the Sheriff to the Board of Supervisors to find the Contractor in material breach of contract.

jj. TRAINING AND EDUCATION. Contractor must provide on-going staff training programs consistent with legal and accreditation standards, including but not limited to:

- (1) Development and implementation of a training program for review of medical protocol and issues for pregnant inmates.
- (2) Development and maintenance of a reliable structured program of continuing education that meet or exceed accreditation standards for health care staff annually, including employees, agents, subcontractors, and service providers.
- (3) Consistent with ACSO policies and agreements, and/or at the request of the ACSO.
- (4) Contractor must provide the County with a copy of its training program if requested; and must provide the training and accreditation certification for all of its staff, agents, and/or personnel who work in County detention and correction facilities if requested.

kk. PHARMACEUTICALS

- (1) Contractor must provide pharmacy services using the Pharmacy Services Agreement in place with Maxor National Pharmacy Services, LLC.
- (2) Contractor must use Maxor's on-site pharmacy, with a pharmacist that will be responsible for the exercise of proper controls, ordering, payments, administration, and timely distribution by licensed personnel of all pharmaceuticals.
- (3) Once an order is received, the pharmacy staff will enter the order into the pharmacy system and a licensed pharmacist will review it for accuracy and appropriateness. Assisted by the pharmacy system, a licensed pharmacist will perform a drug utilization review to identify any potential drug-to-drug or drug-to-allergy interactions, inappropriate utilization, therapeutic duplication, or any incorrect dosage or treatment duration.

- (4) Each prescription will be associated to a patient's profile and the unique Personal File Number associated with each patient. Once the pharmacy system is interfaced to the jail management system, that patient's housing location will be updated in real-time and printed on the label of each medication dispensed along with a barcode containing many data elements used for quality control checks. Once a medication is packaged by a technician, it will be barcode checked against the Universal Product Code of the manufacturer packaging to assure that the correct drug and strength are packaged. The pharmacist will then verify it to ensure proper labeling and the quantity dispensed.
- (5) The on-site pharmacist(s) must be licensed in the State of California and have correctional experience. The Pharmacist must be on-site filling prescriptions. A fax/fill system is not acceptable. The Pharmacy must be open with an on-duty Pharmacist on-site Monday through Friday from 7:00 a.m. to 5:00 p.m. After hours and on weekends, a pharmacist will be on-call 24/7 and must come into the facility as needed.
- (6) Contractor must establish a qualified pharmaceutical committee to review inventory and control management for all drugs. A qualified pharmacist, licensed by the State of California with correctional facility experience, must be a member of this committee. The committee must meet monthly on the first week of every month, and the Contractor must provide reports from the committee at meetings with County.
- (7) Pharmacy staff must work in collaboration with ACBH and/or their contracted services provider when ordering, dispensing, billing, and reviewing documents related to psychotropic medicines for all inmates.
  - (a) Contractor will enter into a Memorandum of Understanding (MOU) with ACBH regarding the assessment and coordination of services for all inmates currently utilizing psychotropic medications or who state they are using psychotropic medications.
  - (b) Contractor and its pharmacy subcontractor will work with ACBH to develop a pre-approved formula that ACBH will be charged for psychotropic medications, which will be the financial responsibility of ACBH.
- (8) County will be responsible for all eligible HIV medication established by the AIDS Drug Assistance Program to eligible inmates in accordance with State regulations.
  - (a) Contractor must ensure that eligible inmates are provided HIV medications as medically recommended according to current standards of practice. At a minimum, HIV medications made available must

include all medications that are included on the formulary established by the AIDS Drug Assistance Program, operated by the State of California Department of Public Health Office of AIDS medications.

- (b) If the inmate has a source of public or private insurance, the Contractor is responsible for billing that entity for the cost of HIV medications. The County will be responsible for paying for eligible HIV medications that are not otherwise covered, including reasonable dispensing fees charged directly by the pharmacy subcontractor.
  - (c) Contractor must work cooperatively with HCSA, including the Public Health Department, regarding the procedures for obtaining and paying for HIV medications, including reasonable dispensing fees charged directly by the pharmacy subcontractor.
- (9) Pharmaceuticals must be dispensed using pill cups that are paper, wax-coated paper, or certified compostable, meeting American Society for Testing and Materials Standards (ASTM); ASTM-D6400 and/or ASTM-D6868. Contractor may utilize a system whereby pill cups are reused, resulting in a reduction in solid waste generation.
- (10) Contractor must dispense medications to inmates using a system that includes tracking, accountability, and ease of transporting and providing the medications. Contractor must also have available and ready to implement an alternative system, and upon the request of the County, Contractor must promptly transition to the secondary.

## II. TRANSPORTATION

- (1) Contractor must contract with a licensed ambulance entity and pay for necessary ambulance transportation for non-emergency related transports. Contractor must provide a list of at least one (1) other ambulance provider within Alameda County. County shall not unreasonably withhold approval of any provider suggested by Contractor. Should pre-approved providers not be available, the use of a provider not previously approved by the County, must be approved by the Contract Lieutenant or the Contract Lieutenant's designee. No approval under this section shall be unreasonable held withheld by the County. Policies and procedures for appropriate modes of transportation must be jointly developed by ACSO and Contractor.
- (2) Contractor must pay for the costs of deputy security, non-ambulance transportation, and any other extraneous expenses related to the transfer to or housing of inmates in outside medical facilities.

- (3) Contractor must provide \$3,000,000.00 annually for these associated costs, including anticipated and unanticipated medical transfers, outside medical appointments, outside hospital stays, and unanticipated outside medical incidents. Payment of the annual fee must be handled on a monthly basis by the Contractor through the issuance of a check made out to the Alameda County Sheriff's Office in the amount of \$250,000.00.

mm. MAINTENANCE OF ACCREDITATIONS

- (1) During the term of the contract, Contractor must provide and maintain the following:
- (a) All required accreditations, including ACA accreditation.
  - (b) NCCHC accreditation on the Opioid Treatment Program.
  - (c) Contractor must provide copies of any accreditation or other documentation related to qualifications, continuing education, and training upon request of the County.
  - (d) Compliance with ACA accreditations is mandatory. Contractor must supply documentation for the accreditation process. Formal audits are required every three (3) years, and Contractor must cooperate with ACSO, who may informally perform maintenance audits periodically throughout the year.

nn. COMPLIANCE WITH LEGAL REQUIREMENTS - Contractor must comply with all relevant legal requirements, including but not limited to the following:

- (1) California Code of Regulations Title 15. Crime Prevention and Corrections. Contractor must meet all applicable requirements of Title 15.
- (2) Female Inmates Rights Plan - Contractor is obligated to meet the requirements of the Reproductive Privacy Act (California Health and Safety Code 123460 et seq.) (January 1, 2003).
- (3) Inmates with Disabilities, Mental Health Issues, and Gender Matters - Contractor must comply with and abide by the federal and state laws as they relate to inmates, including but not limited to the Americans with Disabilities Act (ADA), inmates determined to have a mental issue, and matters involving transgender inmates.
- (4) Prison Rape Elimination - Contractor must adopt and comply with the Prison Rape Elimination Act ("PREA") standards, and make information available to Alameda County, as required under 28 CFR § 115.12, to demonstrate its PREA compliance. 28 CFR §115.401 requires Contractor to engage in and receive a

PREA audit at least once during a three-year audit cycle. The current audit cycle began on August 20, 2019. Contractor will make available to Alameda County Sheriff's Office Contract Monitor the auditor's final report after completion of an audit. Until the first audit report becomes available, Contractor must demonstrate PREA compliance to Alameda County by furnishing a copy of its PREA policy to the Alameda County Sheriff's Office Contract Monitor Contractor. If no PREA audit has been conducted by the time the contract begins, plans to conduct a PREA audit must be demonstrated to ACSO within the statutorily set timeframe.

oo. QUALITY ASSURANCE/OVERSIGHT/REPORTING

- (1) The County will, at its own expense, contract with a neutral third-party experienced in medical quality assurance reviews ("Quality Assurance Consultant"). The services of this third-party consultant will include items such as conducting monthly audits of inmate medical records for treatment of medical conditions in order to evaluate the timeliness of care, appropriateness of assessment, treatment, type of provider, and level of care. Contractor must cooperate fully with County's Quality Assurance Consultant, including providing full and immediate access to records, including MAC meeting continuous quality improvement reports.
- (2) Contractor must cooperate fully with County in all oversight and review of services provided or requested by the County. Contractor must work directly with ACSO and ACBH in the provision of services to inmates. In addition, Contractor will work cooperatively, fully communicate, promptly provide information and documentation, and fully share information with the Alameda County Health Care Services Agency (HCSA), who will work with ACSO on oversight of the contract.
- (3) Contractor must cooperate with other consultants and advisory boards established by the County, including the medical advisory board, which has been designated as advisory to the Board of Supervisors (Board) with regard to criminal justice medical services. Should any County consultant or advisory board make recommendations which require adjustment of the scope of services in this Agreement, the parties agree to meet and negotiate, in good faith, any proposed change in scope, and decide on implementation within 30 days of receipt of the recommendation from the consultant and/or advisory boards.
- (4) Contractor must participate, as requested, on County committees related to inmate medical established by the County, including the medical advisory board, which has been designated as advisory to the Board of Supervisors (Board) with regard to criminal justice medical services.

- (5) Contractor must participate, as requested, on County committees related to inmate medical care, including providing service information and statistics.
- (6) Contractor must assign a qualified professional to attend and participate in all meetings.
- (7) Results of the medical quality assurance reviews, as well as recommendations for corrective action, will be provided to Contractor. Contractor will take recommended corrective action or will advise the County in writing why such corrective action should not be taken. Contractor will cooperate with procedures to resolve any impasse in recommendations to take corrective actions.
  - (a) Contractor must provide written responses to County regarding all issues identified in the medical quality assurance reviews within 30 days of receiving them unless an extension is granted in writing by the ACSO Contracts Lieutenant.
  - (b) Contractor must provide timely written responses, in no event later than 30 days, from receipt regarding findings in any cases with which Contractor disagree.
  - (c) Quality assurance response. Late responses (over 45 days) either in implementation or a response as to why implementation is not deemed advisable to the recommended corrective actions contained in third party audit report may result in fines to be imposed of up to \$3,000 per occurrence, per month, until resolved to the satisfaction of the County.
- (8) Definitions Major and Minor Errors
  - (a) A Major Error or adverse clinical event is an injury or death caused by medical management rather than by the patient's disease or condition. A major error might include, but is not limited to, an error that caused severe injury, extensive delay in providing medical services, or failure to abide by judicial orders
  - (b) A Minor Error or near-miss clinical event is an error in clinical activity without a consequential adverse patient outcome. A minor error might include but, is not limited to, an incorrect medication dose, or a missing signature for medication refusal.
  - (c) A Minor Record Keeping Error might include, but is not limited to, lost files, failure to obtain required signatures, or missing documentation.

- (d) A Major Record Keeping Error is an error related to Major Errors or adverse clinical events. Major Record Keeping Errors might include, but are not limited to, documentation errors around missed medications, and/or orders for essential medications, and/or orders for essential medications and documentation in the wrong patient's chart.
- (9) Contractor must provide quality services with a low error rate. If Contractor's error rate exceeds the goal limits set for either minor errors or major errors, they will be subject to penalties, in addition to any other remedies and actions the County may have. If Contractor exceeds the goal limits in any month, it may be subject to penalties as follows: For major errors, (1) \$2,000 for the first occurrence, (2) \$3,000.00 if there is a second occurrence in a 30-day period, and (3) \$5,000.00 for a third time in a 90-day period. For minor errors, \$1,500 for the first occurrence and \$3,000 for the second occurrence. Failure to maintain a low error rate may also result in termination of the contract for failure to provide adequate services. The accuracy rate percentage will be 95%. The target error rate goal will be no higher than 5% for both minor and major errors to attain higher accuracy. Error rates will be determined by random sampling mutually agreed to by a third party auditor, the County, and the Contractor.
- (10) "Minor Errors," along with their penalty structure and target error rate goal will be defined, determined, and agreed to by a third party auditor, the County, and the Contractor within 90 days of contract start date.
- (11) Chronic failure to comply with the aforementioned error requirements may result in a recommendation by the Sheriff to the Board of Supervisors to find the Contractor in material breach of contract.
- (12) The on-site Medical Director and HSA must ensure the confidentiality of all patient record information, the audit process, all findings, and reports. Contractor must delete all patient identifiers from audit worksheets, reports, and committee minutes. Maintenance of and access to quality review management documentation must be under the authority of the Medical Director and HSA.

pp. OVERSIGHT AND COMMITTEE PARTICIPATION

- (1) The Medical Director, HSA, and other appropriate representatives of the medical provider must regularly attend scheduled meetings of the Adult Inmate Medical Care Quality Assurance Services (AIMS) and other meetings as requested by the County. Attendance at meetings must include participation to report on issues of concern to that committee and cooperate on an ongoing basis with designated committee representatives.

- (2) The HSA, or a designee approved by the ACSO Contracts Lieutenant, must attend and participate in committee and review meetings as requested by County, including but not limited to Board of Supervisors Community meetings, and internal review meetings.
  - (3) All services provided by the Contractor are subject to review and evaluation for quality of care through established and regularly performed audits. Procedures, protocols and of administrative policies and practices are subject to review.
- qq. MEDICAL AUDIT COMMITTEE - Contractor must collaborate and participate in meetings, committees, and audits responsible for developing, recommending, and implementing all future policies and procedures necessary for the operation of the health care program. The objective of this committee will be to assure quality health care is accessible to all inmates.
- (1) Health Care Committees. Contractor must collaborate and participate in meetings, committees, and audits responsible for developing, recommending and implementing all future policies and procedures necessary for the operation of the health care program. The objective of these committees will be to assure quality health care is accessible to all inmates.
  - (2) Medical Advisory Committee. Contractor must attend, prepare for, and participate in the monthly Medical Advisory Committee ("MAC") meeting at SRJ every month. In addition to discussing policy matters and medical and mental health updates, the MAC meetings may also include, but must not be limited to: monthly statistics, infection control, inmate grievances, health and safety inspection reports, staffing plan updates, other health care topics, as warranted, offsite services report, including the purpose of the medical transport, staffing; audits; Error Rates; quality assurance matters; oversight; recommendations; accreditation; scheduling; compliance; general issues/concerns; and security/safety matters. MAC monthly meetings will be monthly on the third week of every month. The meetings will be limited to Contractor, ACSO, ACBH, Adult Forensic Behavioral Health staff, and the Quality Assurance Consultant.
  - (3) Medical Peer Review. Contractors must perform regularly scheduled quarterly reviews in the months of January, April, July, and October of each year for professional performance reviews by professional peers. The Medical Director must establish a Local Medical Peer Review Committee. Medical Peer Review Committee members must meet quarterly with the date, location, and agenda arranged by the on-site Medical Director. Members of the Committee will include physicians from local community hospitals, Public Health and Mental Health departments, dentist, jail mid-level practitioners, the Medical Director,

and the HSA. Other medical professional guests may be invited as deemed appropriate by the Medical Director. The Committee will conduct medical record reviews of all inmate deaths, all acute hospital, and infirmary admissions with the objective of identifying appropriateness of, deficiencies and/or inconsistencies in service delivery. Findings will be documented in the committee minutes, a plan and schedule for corrective action will be developed to include action to be taken, responsibility for implementation and follow up reporting to the committee.

- rr. GRIEVANCE PROCEDURE - Contractor will follow the current grievance policy and procedure with the ACSO for the communication and resolution of inmate and staff complaints or other items regarding any aspect of health care delivery. Contractor must identify an individual to respond to and act as the primary contact with ACSO in reviewing and responding to complaints. Contractor must promptly respond and provide information to ACSO and adhere to all timelines for responses. When the assigned individual is on vacation or otherwise unavailable, coverage must be provided, and a responsible individual identified to the ACSO Contracts Lieutenant.
- ss. ACCESS - Security staff must accompany health care staff in providing health care services in secure areas in accordance with written policies or procedures. Contractor, their employees, agents, and contractors must follow ACSO policies and procedures at all times.
- tt. CLAIMS AND LEGAL ACTION - Contractor must actively and fully cooperate with County legal counsel and risk management staff in the investigation, defense or and other work related to any claim or legal action against or on behalf of the County, including any of its departments, employees, volunteers or agents. Said assistance must include, but is not limited to:
  - (1) Timely Provision of data;
  - (2) Medical Records;
  - (3) Investigation of Claims;
  - (4) Preparation of declarations or affidavits;
  - (5) Other information as counsel deems necessary to prepare the defense or prosecution including the participation at any trial or hearing; and
  - (6) Contractor must comply with all past, current, future settlements, judgments and court orders and litigation concerning the delivery of inmate health care services.
- uu. TRANSFERS, RELEASES, AND CONTINUITY OF CARE

- (1) Public Health Notification - Contractor is responsible for notifying the appropriate public health agencies of reportable illnesses and communicable diseases and will make such reports prior to inmate release where possible.
- (2) Transfer of Health Records - Health records of an inmate who is being transferred, whether for medical or other reasons, must be evaluated by medical staff and a transfer summary completed.
- (3) Tuberculosis - Procedures for transfer of inmates with suspected or known active tuberculosis must be established by Contractor in compliance with statutory and regulatory requirements.

vv. MENTAL HEALTH SERVICES

- (1) Contractor must conduct the mental health initial screening at intake for all inmates. Employees responsible for mental health screening are to have specialized training and appropriate educational degrees in this area. Consistent with federal and state law, Contractor must make appropriate referrals to ACBH and cooperate in any ongoing treatments. Contractor must work cooperatively with ACBH for any services related to mental health.
- (2) ACBH staff is responsible for mental health after intake screening, including ongoing counseling and care, and prescribing of psychotropic medications. ACBH will pay for the psychotropic drugs to be dispensed by Maxor National Pharmacy Services, LLC, per item 8., PHARMACEUTICALS in Exhibit A-1. The Contractor is responsible for inmate health care services, including making appropriate referrals to ACBH and cooperating in any ongoing treatment as prescribed by the ACBH mental health practitioners.
- (3) Contractor will collaborate with ACBH services including providing timely responses to requests for medical evaluations, medical consults, and laboratory analyses. Contractor's nursing staff will administer psychotropic medications including injections, as ordered by ACBH psychiatrists.
- (4) The on-site pharmacy must work in collaboration with ACBH and/or their contracted services provider when ordering, controlling, documenting, dispensing, distributing, and administering all psychotropic medications.

ww. PAYMENTS FOR PSYCHOTROPIC PHARMACEUTICALS

- (1) ACBH will pay for psychotropic medications for all current inmates it prescribes that are purchased from a pharmaceutical provider based on a pre-approved formula.

- (2) Contractor must submit to the ACBH Director of Pharmacy Services the following:
- (a) For purposes of receiving payment for psychotropic medications provided to mental health clients, Contractor must submit a hard copy monthly invoice alphabetically listing each patient, medications dispensed, cost, and total monthly cost of the psychotropic medications. The invoice must be marked CONFIDENTIAL HEALTH CARE INFORMATION.
  - (b) A monthly Excel report for each psychotropic medication administered, dosage, number of tablets, cost per unit, and client count. The total of this report should equal the cost reflected in the monthly invoice submitted.

**xx. CONTRACT ADMINISTRATOR**

- (1) Contractor must provide a dedicated and competent Contract Administrator who will be responsible for this contract.
- (2) Contractor must work with the ACSO Contracts Lieutenant whose responsibilities include, but are not limited to:
  - (a) Contract Compliance
  - (b) Fiscal Considerations
  - (c) Liaison with provider and respective County agencies; and
  - (d) Protocol development assistance

**yy. MEDICAL RECORDS**

- (1) Maintenance - Individual inmate health records must be fully and properly maintained, including but not limited to:
  - (a) Pre-Screen History
  - (b) Medical Evaluation Report
  - (c) Complaints of injury or illness and action taken
  - (d) Physician Orders
  - (e) Progress Notes
  - (f) Names of all personnel treating, prescribing, and/or issuing education

- (g) Medications administered
  - (h) All laboratory, x-ray, and other documentation of treatment provided; and
  - (i) Documentation of all off-site services
- (2) Confidentiality - Contractor must maintain confidentiality of the health care records as is required by law. All medical records must be and remain the property of the County. In the event of a contract termination, Contractor must confirm County has received and has access to the full updated and accurate records, in part to assure compliance with medical records retention practices,
- (3) Audit - Contractor must cooperate with the County and third parties authorized by County for medical records review.

**zz. REPORTS**

- (1) Contractor must prepare and submit regular reports to the County.

Type of Report	Frequency/Due Date
Daily Reports (9 reports)	Daily by 0900 hours
Statistical Information	Monthly with invoice
Work Post Expense Report	Monthly with invoice
Pharmaceutical Committee Report	Monthly with invoice
Quality Assurance Committee Report	Monthly with invoice
Offsite Activity/Cost Report	Monthly by the 20th
Health Services Utilization Reports	Monthly with invoice
	Quarterly by April 15, July 15, October 15, and January 15
Objectives	Quarterly by April 15, July 15, October 15, and January 15
	Yearly by January 15
Credential Report	Yearly by January 15
Health Appraisal Status Report	Yearly by January 15
Procedures Manual	Maintain a copy on site

- (2) Statistical Information - Contractor must maintain general statistics and record keeping about the services provided. Contractor must make available to the County accrued data regarding services provided. Data must be compiled in appropriate reports as defined by the County and be provided in a monthly report. Such reports must be in a format that does not contain any personally identifiably information about inmates.

- (3) Credential Report - Contractor must submit an annual Compliance Report by calendar year, due each year by no later than January 15, to ACSO on all applicable certifications, accreditations, and licenses during the life of this contract. Notwithstanding the foregoing, should any of Contractor's employees assigned to perform services under this Agreement lose or have their relevant certifications, accreditations, and licenses limited or suspended, Contractor must immediately inform the County of such loss, limitation, or suspension and if necessary, find replacement employees subject to approval by the County.
- (4) Health Appraisal Status Report - Contractor must prepare an annual report by calendar year, due each year no later than January 15 to County on compliance with federal laws and California laws, regulations, and codes relating to Detention and Corrections Facilities Medical Programs at SRJ, including, but not limited to compliance with PREA and the Americans with Disabilities Act. Reports must include:
  - (a) Inmate requests for various services
  - (b) Inmates seen at sick call
  - (c) Inmates seen by physician
  - (d) Inmates seen by dentist
  - (e) Inmates referred to psychiatrist
  - (f) Inmates referred to psychologist
  - (g) Inmates seen by OB/GYN
  - (h) Inmates seen by case manager
  - (i) Outpatient Housing Unit admission, patient days, average length of stay
  - (j) Mental Health referrals
  - (k) Off-site hospital and emergency room admissions
  - (l) Medical specialty consultation referrals
  - (m) Intake medical screening
  - (n) History and physical assessments
  - (o) Referred Psychiatric evaluations

- (p) Specialty clinics attendance and screenings in house
  - (q) Diagnostic studies
  - (r) Report of third-party reimbursement, pursuit of recovery
  - (s) Percentage of inmate population dispensed medication
  - (t) Inmates testing positive for venereal disease
  - (u) Inmates testing positive for AIDS or AIDS antibodies
  - (v) Inmates testing positive for TB
  - (w) Inmate Mortality
  - (x) Number of hours worked by entire medical staff, specifying each post or shift; and
  - (y) Other data deemed appropriate by the Commander of Detentions and Corrections Division or the ACSO Contract Administrator.
- (5) Health Services Utilization Reports - Contractor must provide monthly statistical reports on health services utilization. The reports must include the data set and report formats approved by the County. A quarterly synopsis of this data must also be prepared and provided to the County.
- (6) Work Post Expense Report - Contractor must provide monthly payroll expense reports, which include the cost of staffing each position, including salary and employer paid benefits, per Work Post position. The information must be in such a format and usable to calculate any credits for inadequate Work Post coverage/staffing.
- (7) Objectives - Quarterly and annual summaries must be submitted to the County describing progress toward agreed upon objectives for the services and the status of special projects or reports requested. This report must contain data reflecting the previous month's workload, without identifying the inmates' personal information.
- (8) Offsite Activity/Cost Report - Contractor must provide an off-site activity/cost report by the 20th of each month. The report shall contain all off-site cost reports outlining off-site outpatient, in-patient, emergency room visits, and clinical services visits.
- (9) Daily Report - Contractor must submit a daily report for the previous 24 hours prior to 0900 hours on weekdays. For weekends and holidays, reports must be

submitted prior to 0900 hours on the next business day. Reports will include the following:

- (a) Transfers to off-site hospital emergency departments (provided by Administrative Assistant)
  - (b) Communicable disease reporting, including COVID-19 or other outbreak diseases (provided by Infection Control Nurse)
  - (c) Suicide data (i.e., attempts and precautions taken). This applies to inmates in OPHU and regular SRJ housing units (provided by Administrative Assistant).
  - (d) Report of status of inmates in local hospitals and infirmaries (provided by Administrative Assistant)
  - (e) Staffing vacancy report (provided by Compliance Coordinator or Administrative Assistant)
  - (f) Submit completed medical incident report copies
  - (g) Submit completed medical grievance report summary including date, response, nature, and disposition (provided by Quality Assurance Coordinator)
  - (h) A list of lost medical files (provided by Administrative Assistant)
  - (i) Intake screenings performed (provided by Quality Assurance Coordinator)
- (10) Procedures Manual - Contractor must maintain an updated on-site procedures manual that meets the requirements of applicable standards as outlined by the ACA, as well as the requirements of the ACSO as defined in California Code of Regulations Title 15, Section 1206. A separate communicable disease manual must also be maintained onsite.

zz. TELEHEALTH AND DIGITAL HEALTHCARE SOLUTIONS

- (1) Contractor must provide Wellpath Healthcare Cloud, a suite of technology-enabled, remote healthcare services and tools designed to enable the delivery of care, to most patients, in the shortest amount of time.
- (2) Contractor must provide Wellpath Now.
- (3) Contractor must provide Wellpath Telehealth.

- (4) Contractor must provide Wellpath Centers of Excellence.
  - (5) Contractor must provide Wellpath Connect.
- aaa. COURT ORDERS - Contractor must promptly follow all court orders. Contractor will testify in court as needed. ACSO (Contracts Lieutenant) will notify Contractor as soon as possible upon receipt or awareness of such court order or request for testimony.
- (1) Contractor must abide by and follow all court orders, including settlements and consent decrees (collectively, "court orders"), that relate to inmate medical care and services at Santa Rita Jail, whether or not directed to Contractor.
  - (2) For every court order related to inmate medical services, the Contractor must provide written notice to ACSO as follows:
    - (a) As soon as practicable, but no later than 24 hours upon receipt of the court order, unless action is required sooner per the court order in which case notice must be immediately provided;
    - (b) For all emergency orders, at the time of notification provide information on when it (or an outside medical provider) will be complying with the court order;
    - (c) For all emergency orders, within 48 hours of receipt of the order, provide all information on when it (or an outside medical provider) will be complying with the court order.
    - (d) Confirmation that the court order has been fully complied with.
    - (e) At the request of the County, Contractor must provide copies of the court order and information about the provision of medical services related to the court order. If it is a confidential court order, Contractor must provide it to a designated confidential County staff.
  - (3) Contractor is solely responsible for complying with or objecting to any medical court order and any other court order relating to inmates at Santa Rita Jail only directed to Contractor.
  - (4) If Contractor believes that a court order is in error and/or needs to be revised or amended, Contractor, at its own cost, must notify counsel (or legal representative) for the requesting party within twenty-four (24) hours of receipt of the court order that the Contractor intends to oppose and/or request to modify the court order,
  - (5) Contractor, at its own expense, must timely file any appropriate legal opposition without undue delay.

- (6) Contractor must notify ACSO in writing that it intends to contest the court order and notify ACSO of the status of the objection, including prior written notification of all court dates and the findings and orders of every court date, including continuances.
  - (7) Contractor must be solely responsible for ensuring there are no unreasonable delays in the enforcement of court orders, including following up or and/or scheduling with the appropriate outside medical provider, and updating counsel (or the legal representative) for the requesting party on the status of the court order.
  - (8) To the extent Contractor requires assistance from ACSO regarding access or transportation to an inmate in order to comply with a court order, Contractor must immediately notify the Contracts Lieutenant and the on-duty Watch Commander. ACSO must provide that assistance to the extent that is feasible to do so and permitted by law.
  - (9) Failure to abide by any of the requirements in this Court Order subsection may result in fines as follows: (1) \$1,000 for the first occurrence, (2) \$5,000 if there is a second occurrence in a twelve-month period, and (3) \$10,000 for a third time in an 18-month period unless such failure to abide by any of the requirements was due to the sole actions or sole omissions of the Sheriff's Office. Prior to assessing the penalty, The County will provide notice to the Contractor with the penalty amount it intends to assess. Prior to the final penalty assessment, the County will consider any mitigating factors presented by the Contractor.
  - (10) Failure to follow any Court Order, or any part of this provision may also result in termination of the contract for failure to provide adequate services.
- bbb. PUBLIC COMMUNICATIONS - Contractor must immediately notify County of any inquiries from the media regarding the services provided and coordinate any response with the County. Contractor must not disclose any information regarding inmates, including but not limited to protected health information under the Health Information Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), Confidentiality of Medical Information Act (CMIA located in the California Civil Code Sec 56-56.37) and all other relevant laws and regulations. With regard to any claim or lawsuit tendered to the Contractor, regardless of whether a reservation of rights is issued, the Contractor and its defense counsel agree to coordinate all media contact related to the claim or lawsuit with the County.
- ccc. WASTE PREVENTION AND RECYCLING - Contractor must ensure recyclable and compostable items generated in Pharmacy, Clinics, and onsite office operations are separated appropriately by contractor staff and disposed of in appropriate hauler

provided collection containers. At minimum, the following materials must be sorted, managed, and disposed of to ensure recycling:

- (1) Compostable items and food waste;
  - (2) Corrugated cardboard;
  - (3) Mixed office paper;
  - (4) Paperboard packaging;
  - (5) Hard plastic packaging, e.g., plastic bottles; and
  - (6) Other packaging materials acceptable in a hauler-provided recycling program.
- ddd. NOTIFICATION OF PROPOSED SETTLEMENT. Contractor must notify County Risk Management and County Counsel of any compromise and/or settlement of any claim or legal action related to the provision of services under this Agreement. Contractor must notify County as soon as possible after an agreement has been reached and prior to the final acceptance and execution of any such compromise, settlement, or other agreement. This will not apply to Contractor's employer and employee or union matters that do not relate to or impact the provision of services under this Agreement, unless County is a named or interested party. The addresses for purposes of this notification are:

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

Alameda County Risk Management Unit  
Alameda County Law Library Building  
125 12<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Oakland, CA 94607

**EXHIBIT B****PAYMENT TERMS**

1. County will use its reasonable efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of the invoice.
  2. Contractor must invoice the County monthly for services provided during the calendar month immediately preceding the invoice.
  3. Contractor must charge no more than the following amount for comprehensive medical services provided for an Average Daily Population (ADP) of 2,400 - 3,200:
- | Year   | Annual Cost      | Billed in equal monthly amounts of: |
|--------|------------------|-------------------------------------|
| Year 1 | \$ 46,342,097.53 | \$ 3,861,841.46                     |
| Year 2 | \$ 48,292,491.91 | \$ 4,024,374.33                     |
| Year 3 | \$ 50,330,654.05 | \$ 4,194,221.17                     |
| Year 4 | \$ 52,460,533.48 | \$ 4,371,711.12                     |
| Year 5 | \$ 54,686,257.49 | \$ 4,557,188.12                     |
4. Population adjustments- If the quarterly ADP exceeds 2,700, the County will pay Contractor a per diem of \$7.83 per patient for the number of patients exceeding 2,700 ADP per quarter, to be reconciled quarterly. If the population falls below 2,100, the same per diem rate will be credited to the County using the same calculation.
  5. Additional Staffing. If County requests additional staffing under the conditions contained in Exhibit A-1, Item ff., Contractor must provide additional staffing at the following costs per eight-hour shift:

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

**Master Contract No. 902016  
Procurement Contract No. 23189**

- | <u>Per Diem Amounts:</u> | Year 1: \$7.83  | Year 2: \$7.83 | Year 3: \$7.83 |
|--------------------------|---|----------------|----------------|
| <b>6.</b>                | Invoices will be reviewed for approval by the Alameda County Sheriff's Office.  |                |                |
| <b>7.</b>                | The Contractor will submit the following monthly reports with each monthly invoice. Failure to provide monthly reports may result in payment delay to the Contractor until the reports are submitted:   |                |                |
| a.                       | Pharmaceutical committee report, produced by the ongoing monthly meetings between Contractor, County and contracted pharmaceutical provider.  |                |                |
| b.                       | Quality Assurance Committee report, produced by the ongoing monthly meetings between Contractor and County personnel.   |                |                |
| c.                       | Health Services Utilization Report as defined in subsection zz. Reports, item (5) above   |                |                |
| d.                       | Work Post Expense Report as defined in subsection zz. Reports, item (6) above   |                |                |
| e.                       | Offsite Activity/Cost Report as defined in subsection zz. Reports, item (8) above   |                |                |
| <b>8.</b>                | Total payment under the terms of this Agreement will not exceed the total amount of <i>Two Hundred Fifty-Two Million One Hundred Twelve Thousand Thirty-Five dollars</i> (\$252,112,035). This cost includes all taxes and all other charges.   |                |                |
| <b>9.</b>                | Pricing is for comprehensive inmate health care without limitations, including on-site inmate health care, outside medical services, and pharmaceutical expenses.   |                |                |
| <b>10.</b>               | The cost of outside medical services includes inpatient hospitalization costs, emergency room visits, ambulance transportation expenses, outpatient surgeries, outpatient physician consultations, outside specialist fees, off-site diagnostic procedures, all dialysis treatments, both onsite and offsite, and managed care network fees.  |                |                |
| <b>11.</b>               | Contractor must perform utilization/case management services to monitor the necessity and appropriateness of inpatient hospital care and other outside medical services and will process all provider claims regardless of the level of cost incurred.  |                |                |
| <b>12.</b>               | In the event that healthcare services provided to inmates of the Facilities are covered by third party payments, e.g., Workers Compensation, fault insurance, private health insurance etc., Contractor must bill the third-party payor for the provision of such covered services in the same manner as if the healthcare services were provided by a private physician or health service. For each year of the Agreement, Contractor must as an offset to its costs, retain 50% of all payments it receives from third party payors. The remaining 50% received by Contractor must be credited to the County in the next invoice following their receipt. Contractor must |                |                |

Master Contract No. 902016  
 Procurement Contract No. 23189  
 County Workers'

not be entitled to claim reimbursement from County programs including Medically Indigent Adult Program, County Workers' Compensation, and County employee health insurance.

13. ACSO payments to Contractor must be less any monthly telephone charges for toll and long-distance telephone calls made from Facilities' provided telephones, upon receipt of invoice from the County.

14. Contractor will invoice the County \$1,500 for each suicide attempt send-out initiated by the County and \$500 for each ambulance run initiated by the County's custody staff (only where not medically indicated), up to a maximum of \$1,000,000 annually. *For each ambulance run initiated by County's custody staff for medical reasons, Contractor will identify to the County the treatment that was not medically indicated as (and) the reason for the ambulance run on each invoice. The County will not be responsible for any charges where the specific details for each ambulance run have not been listed on the invoice. Contractor must indicate "51-50" on each invoice for all send-outs resulting from suicide attempts as referenced above. Please see table below for required billing details:*

Type - Suicide Send Out, Ambulance Run, or both	Date/Time	Amount	Reason	<i>Not Medically Indicated - Describe</i>
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15. This per diem is intended to cover additional costs in those instances where short-term changes in the patient population result in higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new staffing positions, which might prove necessary if the patient population grows significantly and if the population increase is sustained.



**EXHIBIT C**  
**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$2,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissible uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers' Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional, Medical and Hospital Liability	\$3,000,000 per occurrence \$10,000,000 aggregate Bodily Injury and Property Damage
E	<u>Endorsements and Conditions:</u>  1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Professional, Medical and Hospital Liability, Workers' Compensation and Employers' Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A.VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. <b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.	



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**EXHIBIT D**  
**COUNTY OF ALAMEDA**  
**DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.

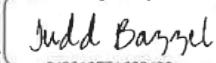
**Notes:** Providing false information may result in criminal prosecution or administrative sanctions.  
The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof must also constitute signature of this Certification.

CONTRACTOR: California Forensic Medical Group

PRINCIPAL: Dr. Judd Bazzel

TITLE: President

DocuSigned by:

SIGNATURE:   
043810FTAG628430

DATE: 7/20/2022



## EXHIBIT E

### COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

The County of Alameda utilizes Elation Systems, a third-party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems (at <https://www.elationsys.com/APP/>) free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Elation Systems support, resources and assistance is available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered sub-contractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required.



## EXHIBIT F

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

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

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

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

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

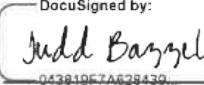
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CONTRACTOR: California Forensic Medical Group

PRINCIPAL: Dr. Judd Bazzel

TITLE: President

DocuSigned by:

SIGNATURE:   
043810F7A628430

DATE: 7/20/2022



**EXHIBIT G**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT**

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

**I. RECITALS**

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

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

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

**II. STANDARD DEFINITIONS**

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

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

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

**III. SPECIFIC DEFINITIONS**

*Agreement.* "Agreement" shall mean the underlying agreement between County and Contractor, to

which this Exhibit, the HIPAA Business Associate Agreement, is attached.

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

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

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

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

***Exhibit.*** “Exhibit” shall mean this HIPAA Business Associate Agreement.

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

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

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

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

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

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

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

**IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE**

Business Associate may only use or disclose PHI:

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

**V. PROTECTION OF PHI BY BUSINESS ASSOCIATE**

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical, and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.

- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within 24 hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.
- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI

for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.

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

## VI. INDIVIDUAL CONTROL OVER PHI

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

## VII. TERMINATION

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

## VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the

HIPAA Regulations, and the HITECH Act.

- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation, or expiration of this Exhibit shall survive said termination, cancellation, or expiration, and shall continue to bind Business Associate, its agents, employees, contractors, and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations, and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

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

Name: California Forensic Medical Group

DocuSigned by:

By (Signature): Judd Bazzel

043819P7A628439

Print Name: Dr. Judd Bazzel

Title: President



**EXHIBIT H  
STAFFING MATRIX**

<b>POSITION</b>	<b>Day Shift</b>						<b>Hrs/Wk</b>	<b>FTE</b>
	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thu</b>	<b>Fri</b>	<b>Sat</b>		
Health Services Administrator - HSA	8	8	8	8	8		40	1.000
Assistant Health Services Administrator - AHSA	8	8	8	8	8		40	1.000
Director of Nursing	8	8	8	8	8		40	1.000
Administrative Assistant	24	24	24	24	24		120	3.000
Nursing Supervisor	8	8	8	8	8		56	1.400
MAT Coordinator	8	8	8	8	8		56	1.400
ACA & NCCHC Compliance Coordinator	8	8	8	8	8		40	1.000
Medical Director (Physician)	8	8	8	8	8		40	1.000
Physician Services (MD)	24	24	24	24	24		136	3.400
MAT Responsible Physician							8	0.200
Physician Services (MD)							4	0.100
NP/PA	24	24	24	24	24		152	3.800
RN (8 HR Shifts)	112	112	112	112	112		784	19.600
RN Intake	32	32	32	32	32		224	5.600
RN Outpatient Housing Unit	8	8	8	8	8		56	1.400
LVN	64	64	64	64	64		448	11.200
Medical Assistant	56	56	56	56	56		328	8.200
Dentist	16	16	16	16	16		4	84
Dental Assistant	8	8	8	8	8		4	44
Dental Hygienist	8	8	8	8	8		40	1.000
Discharge Planning Coordinator	16	16	16	16	16		80	2.000
Medical Record Clerk	32	32	32	32	32		176	4.400
Infection Control Coordinator	8	8	8	8	8		40	1.000
Quality Assurance Coordinator	8	8	8	8	8		40	1.000
Director of Women's Health (NP)	8	8	8	8	8		40	1.000
Prenatal Coordinator	8	8	8	8	8		24	0.600

Master Contract No. 902016  
Procurement Contract No. 23189

<b>Registered Dietician</b>	8								16	0.400
OB GYN									8	0.200
Physical Therapist									12	0.300
Orthopedist									4	0.100
OTP Coordinator									24	0.600
Optometry									8	0.200
Discharge Planner Booking (RN)									8	0.200
HIV/Transgender Clinic Provider									56	1.400
<b>Total Hours/FTE - Day</b>									12	0.300
	<b>Evening Shift</b>									
<b>POSITION</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thu</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>	<b>Hrs/Wk</b>	<b>FTE</b>	
RN (8 hour shifts)	80	80	80	80	80	80	80	560	14.000	
RN Intake	32	32	32	32	32	32	32	224	5.600	
RN Outpatient Housing Unit	8	8	8	8	8	8	8	56	1.400	
LVN	64	64	64	64	64	64	64	448	11.200	
Nursing Supervisor	8	8	8	8	8	8	8	56	1.400	
Discharge Planner Booking (RN)	8	8	8	8	8	8	8	56	1.400	
Medical Record Clerk	24	24	16	16	24			104	2.600	
<b>Total Hours/FTE - Evening</b>								1,504	37.600	
	<b>Night Shift</b>									
<b>POSITION</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thu</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>	<b>Hrs/Wk</b>	<b>FTE</b>	
RN (8 hour shifts)	56	56	56	56	56	56	56	392	9.800	
RN Intake	32	32	32	32	32	32	32	224	5.600	
RN Outpatient Housing Unit	8	8	8	8	8	8	8	56	1.400	
LVN	8	8	8	8	8	8	8	40	1.000	
Discharge Planner Booking (RN)	8	8	8	8	8	8	8	56	1.400	
Nursing Supervisor	8	8	8	8	8	8	8	56	1.400	
<b>Total Hours/FTE - Night</b>								824	20.600	
	<b>Weekly Total</b>									
<b>TOTAL HOURS/FTE - WEEKLY</b>								5,608	140.200	