



**COUNTY OF VENTURA**

**GENERAL SERVICES AGENCY  
PROCUREMENT SERVICES  
800 SOUTH VICTORIA AVE.  
VENTURA, CALIFORNIA 93009**

**REQUEST FOR PROPOSAL**

**#5764**

**FOR**

**INMATE MEDICAL SERVICES**

DATE DUE: Tuesday April 14, 2015  
TIME DUE: 3:00 P.M. (LOCAL TIME)

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## SECTION 1.0

### GENERAL INFORMATION AND SCOPE OF WORK

#### 1.1 Introduction/Purpose

The County of Ventura (hereinafter referred to as County) invites your organization to submit a written proposal to provide **Inmate Medical Services** for the Ventura County Sheriff's Department and Probation Agency. Proposals shall be due no later than **3:00 p.m. on Tuesday April 14, 2015**.

Offerors shall be skilled and regularly engaged in the general class or type of work called for in the solicitation documents. Offerors shall also have no less than five (5) years' experience providing the medical, dental and mental health care required in this proposal.

The County reserves the right to make an award to a primary vendor for 1) the entire contract 2) by Agency 3) by service or any combination thereof, whichever is in the best interest of the County.

#### 1.2 Background

The County of Ventura is required by law to provide comprehensive health care services to inmates in the custody of County facilities.

The Ventura County Sheriff's Department has contracted for medical, dental, and mental health services for jail facilities since 1987. The current budgetary impact to the County for the contracting of these services is roughly \$8.5 million for Sheriff and \$1.2 million for Probation in FY 12/13. For FY 13/14 the budgetary impact for Sheriff and Probation was roughly \$9.1 million and \$1.3 million respectively."

Current staffing patterns can be found in Exhibit A.

The following chart provides the number of contacts for each given category in each of the last five given years:

**Medical Services Statistics - Sheriff Only**

	2010	2011	2012	2013	2014
Medications administered	550,201	548,346	597,888	737,683	832,463
Onsite Dental Visits	1,821	1,783	1,859	1,901	1,947
Physician Sick Call	3,635	4,050	4,218	4,709	3,381
OBGYN Off Site	86	118	108	147	163
Sick Call	12,245	11,345	11,603	12,921	11,993
Emergency Room Visits	155	183	180	203	171
Hospital Days	151	158	139	145	111
Outpatient Surgery	15	11	17	13	19

Mental Health Worker	5,663	5,121	5,489	6,098	6,606
Psychiatric Contacts	5,315	4,903	5,285	6,013	6,463
On Site X-Rays	1,348	1,121	1,037	1,199	1,291
Off Site X-Rays	7	4	3	25	46
Scans (CT/MRI/Ultra/Mamm)	62	73	74	69	38

Facilities are as follows:

Pre-Trial Detention Facility  
800 S. Victoria Ave  
Ventura, Ca 93009

Todd Road Jail  
600 S. Todd Road  
Santa Paula, Ca 93060

The average daily number of inmates for Sheriff supervised facilities is 1600.

Currently, the Probation Agency contracts for medical services for juvenile facilities. Facilities are as follows:

Juvenile Facilities  
4333 Vineyard Ave  
Oxnard CA 93036

The average daily number of minors in the Probation Agency Juvenile Facilities is approximately 120 wards.

### **1.3 Pre-proposal Conference**

A **non-mandatory** pre-proposal conference will be held at **10:00 am, on Wednesday March 25, 2015** at the Ventura County, Sheriff's Lobby, Sheriff's Administration building, 800 South Victoria Avenue, Ventura CA 93009

The purpose of this meeting is to clarify requirements and answer vendor questions. In order to provide comprehensive answers and minimize response time, Offerors are asked to submit questions in writing prior to this conference. Pre-proposal questions should be emailed, no later than **Wednesday March 18, 2015** to: Curtis Heath, Buyer at (805) 654-2483.

### **1.4 Facility Tour**

Offerors are encouraged to visit each of the facilities for additional information that may be helpful in the preparation of their proposal. A tour of selected County's correctional

facilities has been scheduled for **Wednesday March 25, 2015**, following the pre-proposal conference. Transportation to each designated location will be provided by the Ventura County Sheriff Department. Offerors planning to visit the designated site locations are requested to provide names who plan to attend and notify Curtis Heath at 805-654-2483 **no later than noon on Wednesday March 18, 2015**.

#### **1.5 Action Dates**

The following is an outline of the anticipated schedule for the proposal review and contract award. Schedule is subject to change:

Issue Request for Proposal (RFP)	Monday March 9, 2015
Non -Mandatory Pre-Proposal Conference	Wednesday March 25, 2015
Proposals Due	Tuesday April 14, 2015
Evaluation-award	TBD
Start Work	est. July 1, 2015

The Contractor shall not commence work until a meeting between representatives of the contractor and the County of Ventura is held. The meeting will be held at a County of Ventura site, at a time and date to be established. The schedule set forth above is subject to change.

#### **1.6 Questions Regarding RFP**

All questions concerning this Proposal may be directed to Buyer, Curtis Heath, at (805) 654-2483. Email to [curtis.heath@ventura.org](mailto:curtis.heath@ventura.org).

## **SECTION 2.0**

### **INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION**

#### **2.1 Submittal Deadline**

Completed proposals should be sealed and clearly marked: Request for Proposal #5764, for Inmate Medical Services, and must be delivered no later than **3:00pm PST, Tuesday April 14, 2015.**

County of Ventura  
Procurement Service attn.: Curtis Heath  
Hall of Administration, Lower Plaza  
800 S. Victoria Avenue  
Ventura, Ca 93009-1080

Please submit one original, marked as "MASTER" and **seven [7]** identical copies of the proposal. Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.

If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the County reserves the right to use the original as the Master. If no document can be identified as an original, bearing original signatures, proposal may be rejected at the discretion of the County.

Offerors are allowed to submit more than one proposal with different methods of meeting the RFP requirements. When Offeror submits more than one proposal, one proposal shall be marked "Base Proposal" and the others shall be marked "Alternate Proposal 1, Alternate Proposal 2, etc." Each base proposal and each alternate proposal shall be submitted in accordance with the terms and conditions of the RFP. The County will not furnish additional packages, but Offeror may reproduce the RFP to submit alternate proposals.

Offerors are responsible for making certain their proposals are received by GSA-Procurement on or before the Proposal Submittal Deadline. The receiving time in GSA-Procurement (address above) will be the governing time for acceptability of proposals. No oral, telegraphic, electronic, facsimile, or telephone proposals or modifications will be considered.

Offerors may withdraw their proposals, at any time prior to the due date and time, by submitting notification of withdrawal signed by the Offeror's authorized agent.

#### **2.2 Proposal Response**

Offerors must submit their proposals and all required information and forms by the submittal deadline. Proposals failing to provide complete information may be deemed non-responsive. Offerors should keep copies of their submittals for future reference.

Offerors who do not wish to respond but who wish to be kept on the mailing list must return their proposal forms or a written response indicating "No Proposal". Include name and address of firm.

Offerors who fail to respond to proposal solicitations may be removed from the supplier mailing list.

### **2.3 Modification of Proposals**

Any Offeror who wishes to make modifications to a proposal already received by the County must withdraw his proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Offeror's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Offeror to ensure that modified proposals are resubmitted before the Submittal Deadline.

Offerors may withdraw their proposals, at any time prior to the due date and time, by submitting notification of withdrawal signed by the Offeror's authorized agent.

Proposals cannot be changed or modified after the date and time designated for final receipt of all proposals.

### **2.4 Opening of Proposals**

Proposals will not be opened publicly, but a list of the names of companies submitting proposals will be available within a reasonable time after the Submittal Deadline. Proposals will be made public and may be inspected at the time of award.

### **2.5 Examination of the Request for Proposal**

Offerors should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to Offeror.

Offeror shall be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve offerors from any obligation with respect to this proposal.

### **2.6 Proposal Validity**

Proposals submitted hereunder shall be firm for 120 calendar days from the due date unless otherwise qualified.

## **2.7 Proposal Content/Format**

To be considered responsive, proposals should address all items identified in this section.

Please note: Some items require that the Offeror provide a detailed response and/or attachments. Failure to provide a complete response may be grounds for rejection of a proposal.

Furthermore, proposals should be prepared in such a way as to provide a straightforward and concise discussion of the Offeror's ability to provide the services that can best satisfy the requirements herein and meet the needs of the County. Elaborate or unnecessarily lengthy responses and attachments are discouraged.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.

In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to; all requirements and requests for information must be addressed; all requested data must be supplied. Failure to comply with this requirement may be cause for rejection.

Answer on 8 1/2" X 11" sheets. Assemble your proposal in the following order. Present your proposal response in the order that the items are listed, identifying each response by the number. Submit 1 (one) original and 4 (four) copies of your proposal. To conserve resources we ask that proposals be submitted on 30% post-consumer paper and be duplexed when possible.

### **a. Cover Letter/Signature on Proposal**

A cover letter, which shall be considered an integral part of the proposal, shall be signed by individual(s) who is/are authorized to bind Offeror(s) contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the firm.

The cover letter shall designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. Include name(s), title(s), address(es), telephone number(s), fax number(s) and email address(es).

### **b. Company Profile and Qualifications**

Offeror must provide a company profile. Information provided shall include:

1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
2. Location of the company offices.
3. Location of the office servicing any California account(s).



4. Number of employees both locally and nationally.
5. Location(s) from which employees will be assigned.
6. Name, address, and telephone number of the Offeror's point of contact for a contract resulting from this RFP.
7. Company background/history establishing that Offeror is qualified to provide the services described in this RFP.
8. Length of time Offeror has been providing services described in this RFP. Please provide a brief description of such services.
9. Offeror's Dun and Bradstreet number.
10. Offeror's bank of record.

Offeror must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any past or pending civil or criminal litigation or investigations which involve the Offeror or in which the Offeror has been found guilty or liable. Failure to fully comply with the terms of this provision may disqualify any proposal. The County reserves the right to reject any proposal based upon the Offeror's prior history with the County or with any other party, which conduct reveals, without limitation, Offeror's prior unsatisfactory performance, criminal, adversarial or contentious behavior, significant failure(s) to meet contract milestones or other significant contractual failures.

c. **Personnel Qualifications**

Identify key personnel and their position within the organization.

Provide a resume detailing the experience, level of expertise and qualifications of the representative/manager and those individuals who will directly support and be involved in meeting the day to day requirements of the County. See Requirements Section 3.

If you plan to sub-contract work, you must indicate the name and address of each firm and the type of work or tasks they will perform. Identify the personnel to be assigned, their position, qualifications and representative experience.

d. **Financial Statement**

Offerors must provide a current financial statement or latest annual report. Offerors shall make a definitive statement regarding their financial ability to perform the requirements hereunder.

e. **References**

A minimum of 3 references are to be submitted showing the ability to handle the County's requirements. These account references must employ a minimum of 200 personnel at any one time. These references should preferably be in California. In addition, the vendor will provide current references from any County of Ventura agency/department for which it has provided services. References to include names of contact persons and phone numbers.

Information provided shall include:

1. Client name;
2. Project description;
3. Project dates (starting and ending);
- ;
5. Dollar value
6. Staff assigned to reference engagement that will be designated for work per this RFP;
7. Client project manager name and telephone number.

f. **Offeror Understanding**

Offerors may include an understanding of the County's needs or any other information, deemed necessary, which may not be required in any other section of the RFP.

g. **Requirements**

Offeror's response shall state on a point-by-point basis whether proposal is in compliance with the requirements/specifications of the RFP (Section 3). Address each item in the order given, identify each response by item number. Submit a full explanation of, and justification for, any exemptions or deviations.

**Respond to all bold sections of Section 3 of this RFP.**

h. **Compliance with County Standard Contract Terms and Conditions**

Successful Contractor will be required to enter into a written contract. Offerors shall review the County's standard contract in Section 4, which shall form the basis for any contract entered into hereunder. Offerors must state approval of the standard contract, OR provide any comments/exceptions to this contract on a line-by-line basis. For exceptions, address each item in the order given; identify each response by item number. Any comments/exceptions to this contract must be included in your proposal. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph. Deviations considered excessive by the County may reduce or eliminate an Offeror.

PLEASE NOTE: The sample standard contract attached to this RFP is a template. Please do not attempt to insert missing information and complete the attached sample. Once a vendor is selected, Procurement will work with the selected vendor to draft a vendor-specific contract.

**Indicate acceptance or alternative.**

i. **Compensation**

Offeror shall submit a price proposal in a summary format and in a detailed cost analysis format for both the Sheriff Department and Probation Agency based on the staffing plan provided in Exhibit A. Provide the following:

A combined price proposal with separate cost breakdown for the Sheriff Office and Probation Agency for a five year all inclusive contract rate (ATTACHMENT 1). Sheriff

Department to receive medical, mental health and dental services. The Probation Agency will receive medical and dental services (no mental health). The separate breakdown of costs for both the Sheriff's Office and Probation Agency shall be clearly and distinctly presented within the proposal. This is to include the excess inmate rate described below.

In addition, the Contractor shall provide the per day amount for each "excess inmate". (See attachment 1) Under plan for both the Sheriff and Probation Agency provide excess inmate amount. That is any inmate in excess of the Per Diem Base listed in the table will be computed on a quarterly average. Conversely, the Contractor shall identify a per day amount that shall be credited to the county when the inmate population is below the identified ADP. These per diem amounts will be aggregated on a quarterly basis and billed (or credited) separately by the Contractor.

The County shall have the option to review and adjust service levels, ADP and staffing needs on an annual basis and to require adjustments to the contract to address changes in ADP and service level requirements.

A detailed cost analysis including but not limited to, providing detail cost information regarding labor, equipment, overhead, materials, insurance, etc., associated with the contract and classified as fixed and variable cost. In addition provide your company's detailed pricing in Excel Spreadsheet with **xls** extension in Excel 2010 or above.

- The price proposal shall be based on a daily inmate population computed on a quarterly average and will include the Offeror's proposed increase **or decrease** for population changes.
- Identify the price adjustment factor and name of index to be used for your cost of living adjustments through the **initial** term of the contract.
- Offeror shall list any exclusions and/or catastrophic limits, if any.

No additional charges (e.g., for transportation, out-of-pocket expenses, etc.) will be allowed unless so specified herein.

All drugs, medicines, medical supplies and equipment, forms, office supplies, books, periodicals, dentures, eyeglasses prosthesis, etc., shall be the contractor's responsibility.

j. **Payment Terms**

Customary terms are Net 30 for work performed. Discount for payment in less than 30 days may be considered in the evaluation.

**2.8 Costs Incurred in Responding**

The County of Ventura will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation shall be borne by the Offeror. It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the

property of the County of Ventura when received by the County and may be considered public information under applicable law. The County assumes no liability for any costs incurred by Offerors throughout the entire selection process.

## **2.9 Addenda**

The County will issue written addenda to make changes, additions, or deletions to this solicitation. Oral communications regarding this RFP will NOT be valid or binding, nor excuse the successful Offeror of any obligations hereunder, unless set forth in writing by the County. Addenda will be sent to all known Offerors. Offerors must acknowledge and return all Addenda on or before the Proposal Submittal Deadline. It is the responsibility of each Offeror to ensure the County of Ventura has their correct business name and address on file. Any prospective Offeror who obtained a copy of the RFP documents from any other source other than the County is responsible for advising the Procurement division that they have said documents and wish to receive subsequent Addenda.

## **2.10 Nomenclatures**

The terms Successful Proposer, Successful Contractor, and Contractor may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the County enters into a contract because of this solicitation.

The terms "Proposal/Solicitation/RFP" refer to all proposal documents and related addenda produced by the County and provided to prospective Offerors.

## **2.11 Confidential and Proprietary Data**

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded.

One exception, to this required disclosure, is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically mark the pages of the response that contains the information.

The County will not honor any attempt by the Offeror to designate its entire proposal as proprietary.

## **2.12 Commitments, Warranty and Representations**

The proposal submitted in response to this RFP will be included as part of the final contract(s). Offerors are cautioned that if a contract is awarded as a result of this procurement process, any written commitment by an Offeror within the scope of this procurement shall be binding upon the Offeror whether or not incorporated into a contract document. Failure of the vendor to fulfill any such commitment shall render the Offeror liable for liquidated or other damages due the County under the terms of the Contract. For the purpose of this procurement, a commitment by an Offeror includes:

- Any modification of, or affirmation or representation as to the above, which is made by an Offeror in or during the course of negotiation.
- Any representation by an Offeror in a proposal, supporting document, or negotiations subsequent thereto as to services to be performed, regardless of the fact that the duration of such commitment may exceed the duration of the contract.

## **2.13 Proposal Validation/Evaluation/Award**

### **a. Validation**

Proposals will be checked for the information required to conform to this RFP. Absence of required information may be cause for rejection.

### **b. Evaluation**

The successful Offeror shall be chosen in accordance with, but not limited to, the following criteria:

#### **1. Proven Performance**

The Offeror's background, experience, and stability of their firm will be assessed. The evaluation will focus on the firm's record of successful service and support to accounts of comparable size and environment. The ability of the Offeror will be evaluated in terms of technical resources, staffing, staff experience and facilities.

#### **2. Compliance with Contract Terms and Conditions.**

The Proposals will be evaluated on the ability to comply with the County's Contract terms and conditions in section 4 of this RFP.

#### **3. References**

Client references will be contacted and their responses will become a part of the award/review process.

#### **4. Requirement/Specifications**

The ability to meet the requirements/specifications outlined herein.

5. Cost

The Proposals will be evaluated on the basis of the Offeror's reasonableness of cost.

c. Award

Award will be made to the Offeror offering the most advantageous proposal after considerations of all evaluation criteria set forth herein. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the County. The Committee will evaluate all proposals received in accordance with the evaluation criteria.

The Evaluation Committee may also contact and evaluate the Offeror's and subcontractor's references; contact any Offeror to clarify any response; contact any current users of an Offeror's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

The County reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and summary of evaluation scores will not be released until after award of proposal. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

While the County intends to enter a contract for these services, it will not be bound to do so. The County reserves the right to reject any or all proposals.

The County shall be the sole judge of the successful offers hereunder. The County reserves the right to award a contract to other than the Offeror submitting the lowest total price and to negotiate with any or all Offerors. Offerors are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the vendor can submit to the County. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

Award will be by means of a written agreement with the successful Offeror. A Notification of Intent to Award may be sent to any Offeror selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Offerors unless an

agreement is reached. If contract negotiations cannot be concluded successfully, the County may negotiate with the next highest scoring Offeror or withdraw the RFP.

The County Board of Supervisors must approve all contracts resulting from this Request for Proposal. Such requirement applies only if services exceed \$100,000.00

#### **2.14 Presentations**

Offerors may be invited to make oral presentations to County personnel.

#### **2.15 Site Visits**

The County reserves the right to schedule site visits to Offeror's facilities or a current operational site in order to assess the capability and ability of the Offeror to fulfill the contract terms.

#### **2.16 Additional information**

If during the evaluation process, the County is unable to determine an Offeror's ability to perform, the County has the option of requesting any additional information which the County deems necessary to determine the Offeror's ability. The Offeror will be notified and permitted five working days to comply with any such request.

#### **2.17 Errors/Defects in Proposals**

If discrepancies between sections or other errors are found in a proposal, the County may reject the proposal; however, the County may, at its sole option, correct any arithmetical errors in price.

The County may waive any immaterial deviation or defect in a proposal. The County's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the Offeror from full compliance with the RFP requirements, if awarded a contract.

#### **2.18 Rejection of Proposals**

The County reserves the right to reject the Proposal of any Offeror whom previously failed to perform adequately for the County or any other governmental agency within the previous 12 months.

The County reserves the right to reject the Proposal of any Offeror who submits false, incomplete, or unresponsive statements in a proposal.

The County reserves the right to reject the Proposal of any Offeror who is in default on the payment of taxes, licenses or other monies due the County.

The County reserves the right to reject a proposal containing errors or discrepancies.

## **2.19 Cancellation of RFP**

The County reserves the right to cancel this solicitation at any time, prior to the submittal deadline.

## **2.20 Protest Procedures**

To be considered, protests must be made in writing, signed by Offeror's authorized representative, and delivered to the Procurement Services Manager GSA/Procurement, 800 S. Victoria Ave., Ventura, CA 93009.

The following conditions apply to proposal protest:

- a. Before Proposal Submittal Deadline. Protests of specifications, terms, conditions or any other aspects of the solicitation must be made before the Proposal Submittal Deadline.
- b. After Proposal Submittal Deadline. Protest of award must be made no later than five (5) calendar days after the aggrieved party knows or should have known the facts giving rise to the protest. All protests must include the following information:
  - 1) The name, address, and telephone number of the protestor;
  - 2) The signature of the protestor, or protestor's authorized representative;
  - 3) The solicitation or contract number;
  - 4) A detailed statement of the legal and/or factual grounds for the protest;  
and
  - 5) The form of relief requested.

The Procurement Services Manager reserves the right to refuse to hear protestors who have not followed the above procedures.



### **SECTION 3**

#### **REQUIREMENTS/SCOPE OF WORK**

The requirements described herein are based on the current level of service and are considered reasonable to meet the County's needs. Offeror having alternate proposals to meet these needs, may, after responding to the minimum requirements hereunder, offer alternate service levels for consideration by the County.

#### **3.1 Term**

The term of this contract shall be for Five (5) years, with, by mutual consent, the ability to extend the contract for four (4) additional one-year periods.

Pricing must remain firm for a minimum of one year. Any requests for reasonable price adjustments must be submitted one hundred and twenty (120) days prior to the contract annual anniversary date. Requests for adjustments in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index (PPI) or by performing a market survey.

Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve the County of any further obligation therefore.

**Indicate acceptance or modification.**

#### **3.2 SCOPE OF WORK**

**Contractor shall provide all labor, staffing, supervision, materials, supplies and incidentals to perform the following services:**

- Provision of sick call five (5) days a week.
- Provision of all health assessments and communicable disease screenings for all inmates.
- Provision of all required detoxification services with the exclusion of methadone maintenance. (Sheriff Department only)
- Provision of all required specialty and ancillary outpatient services required for CMA accreditation and to comply with Title 15.
- Provision of all dental care as described in this RFP.

- Provision of licensed staff seven days a week to dispense medications to inmates as ordered by a physician assistant/nurse practitioner or physician.
- Provision of 24-hour on-call physician services to assess and respond to emergencies.
- Assessment, referral and payment for all cases requiring inpatient hospitalization, outpatient housing unit care, emergency room treatment, prenatal care, and/or the care of other medical specialists not on the staff of Contractor.
- Maintenance of inmate health records. The county is interested in vendors with an electronic medical records system/solution and a methodology for moving current records into that system. Any price increase related to the provisioning of this service shall be clearly identified and fashioned in such a way that the county can accept or reject this service as an option.
  - All records (paper or electronic) are the property of the county and an electronic “leave behind” solution for the end of contract should be addressed.
- Maintenance of statistics of all inmates served.
- Performance of all medical audits required to meet CMA accreditation and Title 15.
- Excluded from this contract will be orthodontic and cosmetic dental care, podiatry and chiropractic care.
- Provision of all dental and medical prosthesis and glasses as deemed medically necessary.
- Contractor accepts and acknowledges that as an individual inmates length of stay in custody increases, so does the potential that they will have medical needs which must be addressed and not deferred.
- The Contractor will be responsible to procure its own medical waste disposal services for the appropriate disposal of each type of medical waste (i.e., pharmaceutical, pathological, bio-hazard, hazardous, etc.) generated as a result of the services provided.

In narrative form, provide a statement of how the contractor will undertake and perform the task of providing quality health services to the inmates for Ventura County Probation Agency and Sheriff's Office. The narrative should describe: how the contractor will prepare for the implementation of the contract, the program to be established, and the expected results.

Also, the Offeror should describe: the services to be provided; the staffing levels and quantity and the shift coverage; any significant management tools to be used; training and

continuing education to be provided for all healthcare staff, as well as how quality of care will be assured.

Offeror may describe any unique features of its program (include only those features or items that are included in the base price).

Identify and describe any special or unique features or additions the Offeror wishes to offer as alternatives or options that will increase the base price.

Intake to the adult or juvenile facilities is dependent upon an Health Intake Screening for injury or medical problems; this process is vital to appropriately identifying injury or health therefore Contractor's responsibility begins at intake screening. Any costs associated with medical or behavioral health care provided prior to intake screening during the booking process will not be the responsibility of the Contractor. The Contractor's responsibility for medical and behavioral health care will end with the discharge of the adult inmate or juvenile ward from County custody.

Identify and describe any alternatives that will decrease the base price.

### **Hospital Medical/Surgical Inpatient Services**

- Contractor shall authorize and refer inmates requiring acute care medical/surgical services (including obstetrics) to Ventura County Medical Center to the extent that they provide the required services and to the extent medically appropriate. In the event that security issues arise that cannot be resolved at the Ventura County Medical Center, the Sheriff and Probation may designate, on a case-by-case basis, a medical facility more appropriate to the Sheriff's and Probations security needs which will still meet the inmate's medical needs. Contractor may subcontract with other providers to the extent that the Ventura County Medical Center is unable to provide services under this paragraph.
- Contractor shall monitor the progress of those referred inmates to ensure continued medical necessity.
- Contractor shall review inmates referred to acute care facilities for other third party payment capabilities to ensure that County dollars in the contract are the last dollar spent. Additionally, Contractor shall provide to County a quarterly accounting of third party payments.
- Contractor shall be responsible for all acute medical/surgical inpatient costs with the exception of costs in excess of \$17,500 for any one inmate per episode.

#### **Describe your plan for meeting this requirement.**

- The Sheriff's Office will entertain an aggregate limit for inpatient costs in lieu of the \$17,500 per inmate/episode. However, the preferred method appears to be per the per inmate/episode cost, unless compelling information is provided. This amount

shall be adjusted annually (January 31<sup>st</sup>) each year the contract is in effect based on a price index to be agreed upon by both parties.

- Contractor shall not be responsible for psychiatric hospitalizations.

**Indicate acceptance or modification**

**Dental Services**

- Explain in detail how your company will handle staffing and provisioning of routine, after hours / emergency dental services. Include your company's definition of dental emergencies and provide a staffing pattern and listing of services offered to handle such emergencies.

**Sheriff Only:**

- A dentist will be provided to address dental issues in the Sheriff's Pre-Trial Detention Facility and Todd Road Jail for not more than 24 hours per week. Specific site scheduling will be based on patient needs.
- A Dental Assistant shall also be supplied to both facilities to assist the dentist.
- Services to be provided will be in consultation and coordination with facility administration to ensure appropriate and adequate levels of care.

**Probation Only:**

- A Dentist will be provided to address dental issues in the Probation Agencies Juvenile Facility for not more than 8 hours per week.
- A Dental Assistant shall also be supplied to assist the dentist, as well as to coordinate and assist in the volunteer dentist program currently utilized by the Juvenile Facility.

**Describe your plan for meeting this requirement.**

**SHERIFF DEPARTMENT ONLY**

**Outpatient Housing Unit**

- Contractor shall provide twenty-four hour care at the Pre-Trial Detention Facility Outpatient Housing Unit for those inmates not requiring a higher level of care.
- When an inmate is in the Outpatient Housing Unit, a nurse will be within sight or sound 24 hours a day.
- A physician will provide for initial history and conduct a physical exam for any inmate in the Outpatient Housing Unit.
- 5150 designation (danger to themselves or others)

- Contractor shall expand this service (staffing and equipment) to the Todd Road Jail, should future facility expansion permit.

**Indicate Acceptance or modification**

**Psychiatric Outpatient Services**

- Contractor shall provide psychiatric assessment, evaluation, crisis response, medications, and counseling for the inmates of the Ventura County jail facilities.
- Contractor shall provide 24-hour on-call physician services.

**Indicate acceptance or modification**

**PROBATION DEPARTMENT ONLY**

**General**

- Contractor shall provide Probation Agency with comprehensive monthly invoices which provide a breakdown of costs for services.

**Indicate acceptance or modification**

**Health Education**

- Health administrator for the Juvenile Facilities in cooperation with the facility administrator and the local health officer shall develop written policies and procedures to assure that age and sex appropriate health education and disease prevention programs are offered to minors.  
The education program shall be updated as necessary to address current health priorities and meet the needs of the confined population.
- The health administrator, in cooperation with the facility administrator, shall develop written policies and procedures to assure that reproductive health services are available in both female and male minors.
- Contractor shall provide training and direction for Probation personnel in medical issues for custody facilities.
- Contractor shall provide childbirth education as needed to pregnant residents.

**Explain in detail your company's health education program and training program for Probation personnel**

### **Psychiatric Services**

- Currently, Probation Agency contracts psychiatric assessment, evaluation, crisis response, medications, and counseling for the inmates at the Juvenile Facilities through the Ventura County Behavioral Health Department. Contractor shall **not** be required to supply psychiatric services and expects that the quoted cost for services will reflect this.

### **Dental Services**

- Contractor shall provide the Probation Agency (Juvenile Facility) with a Dental Assistant up to a maximum of 48 hours per month.

**Indicate acceptance or modification**

### **ALL Proposed health care services must comply with the following:**

- California Medical Association Institute for Medical Quality (CMA/IMQ) standards for Health Services in Detention Facilities. The successful bidder will maintain CMA/IMQ accreditation for each of the Ventura County detention after the contract commences.
- Title 15 & Title 24 of the California Code of Regulations Minimum Standards for Local Detention Facilities (Title 15 & Title 24).
- The Prison Rape Elimination Act (PREA) of 2003All other State of California and Federal applicable laws, regulations, codes, and guidelines regarding medical and behavioral health care services, licensing, and requirements pertaining to detention facilities.
- California Welfare & Institutions Code 5150 & 5600.4.
- California Penal Code Section 4011.6.
- Substance Abuse and Mental Health Service Administration (SAMHSA) level of care requirements.
- All applicable laws and regulations under the California Education Code, as they may pertain to JJC.

All other medical, dental and behavioral health standards, professional codes, ethical standards and codes of conduct applicable to the professions described herein, whether specifically identified or not.

**Indicate acceptance or modification**

### **3.3 Administrative Meetings and Reports**

Offeror shall provide sample formats to be utilized in meeting reporting requirements.

Offeror shall provide year to date statistics of medical, dental and pharmaceutical services. Offeror will be subject to external peer review and attending administrative meetings.

The Offeror shall be required to provide the Sheriff's Department and Probation Agency with regular financial reports on the status of "Risk Sharing" Cost.

**Describe in full detail your experience with peer reviews and attending administrative meetings.**

### **3.4 Health Care Procedures Manual**

Written policy and procedures manual are required and shall be reviewed and revised annually.

**Describe your plan for meeting this requirement.**

### **3.5 Informed Consent**

Contractor will comply with and pay for care resulting from court orders regarding involuntary treatment and testing, except those required by Courts as evidence for prosecution of the inmate subject to chain of custody requirements. Contractor will be liable for obtaining informed consent, except for emergencies and public health matters.

**Describe your plan for meeting this requirement.**

### **3.6 Subcontracts**

The County must approve in writing in advance all subcontracts entered into by the contractor for the purpose of completing the provisions of this contract.

**Indicate acceptance or modifications.**

### **3.7 Security**

#### **Inmate Records**

Records and documentation remain the property of the County. All medical and other records and documentation developed for or used in the operation of the health care program under the contract, shall be the property of the County and at the termination of the contract shall remain the property of the County.

Medical records are of a confidential nature. The contractor will agree to establish those procedures necessary to maintain the confidentiality of medical records as required by law.

#### **Pharmacy Operations**

The contractor shall at all times comply with applicable state and federal regulations regarding the purchase, storage and dispensing of medications. Appropriate security and inventory controls shall be in writing and strictly adhered to.

**Describe your procedures in full detail.**

### **3.8 Contractor Personnel**

Existing medical staff will be given priority in the staff recruitment process. Whenever possible, trained medical staff currently working will be hired. The County may request replacement without cause of any contractor personnel reasonably believed unable to carry out the responsibilities of the contract.

Contractor will explain their company's philosophy and practice with regard to paying employees a locally competitive wage.

**Describe your plan for meeting this requirement.**

### **3.9 Equipment and Facilities**

The County shall provide the space, housekeeping, linens, furniture, fixtures, utilities, telephones (excluding toll calls), security, and other items necessary for the efficient operation of the health care delivery system.

Contractor is authorized to use medical equipment of County currently on the premises. Contractor agrees to safeguard said equipment and ensures it is to be used only by those trained and qualified in their use. Contractor shall reimburse County for all losses resulting from the negligent or careless use of said equipment or other County property or facilities by Contractor's personnel.

Offeror shall provide all reasonably necessary medical equipment and supplies, including but not limited to, medicines, drugs, dressings, instruments, gloves and medical/dental personnel wearing apparel.

**Describe your plan for meeting this requirement.**

### **3.10 Hours and Personnel**

Contractor shall maintain adequate health personnel to provide services as required. Contractor shall maintain the staffing pattern, hours and availability described in **Exhibit A** as the minimum staffing levels. Any modification of the proposed staffing pattern described in **Exhibit A** shall require written notification and justification by the Contractor to the Ventura County's Probation Agency and/or Sheriff's Department.

Offeror's employees performing professional medical services shall be licensed in the State of California, except for medical residents and interns following a course of study, authorized for training by the Contractor.

Offeror shall have a Medical Director who will be responsible to assure the quality of health care provided and who will also supervise the practice of nurse practitioners or other ancillary personnel, should such personnel be utilized. An employee of the contractor shall be designated as a liaison person in the absence of the Medical Director.



Copies of licenses and/or records of certification for all medical personnel are to be furnished to the Medical Director who must at all times have them available for examination.

Safety and Security of staff and inmates is paramount. Contractor shall explain their experience with safety and security issues and how employees will be trained to understand these concepts.

Offeror shall be responsible for time and attendance accountability and provide appropriate records to the County.

Offerors employees will wear identification badges.

Contractor shall have an affirmative duty to immediately notify the Facility Management of any personnel issue or concern that may have an impact on operations or expose the County and Sheriff's Office to liability, administrative action or undue public scrutiny. This shall include, but not be limited to, suspected employee theft, misuse of county or contractor property, substance abuse or mistreatment of inmates physically, mentally or violation of their civil rights.

All Services shall be performed to the satisfaction of County. County shall be reasonable in making this determination.

Describe in detail staffing plan that includes total number of full-time equivalent (FTEs) (40 Hours/week) employees by position/title and license/certification. Include organizational chart and total number of positions per shift and on holidays.

Offeror shall describe in detail recruitment practices, equal employment opportunities, staff training and development, orientation of new personnel, performance review, staff retention incentives and degrees of utilization of Registry personnel.

Describe in detail the duties and responsibilities for each position listed in your staffing plan based on the days of the week and the number of hours worked.

**Describe your plan for meeting this requirement.**

### **3.11 Clerical Services**

Offeror shall provide adequate clerical support services to mental health (Sheriff Department only), medical and dental. Clerical services shall include pulling charts, open and closing case, ordering supplies and medication, looking up charges and referrals on computer, maintaining log sheets and data on services delivered, answering phones, filing, copying and communication.

**Describe your plan for meeting this requirement.**

### **3.12 Position Appointments**

The County of Ventura shall approve all appointments to the positions of Administrator, Medical Director and Nursing Supervisor.

Offeror acknowledges that their employee's access to all Ventura County Correctional Facility is subject to revocation by facility management.

**Indicate acceptance or modification.**

**3.13 Court Ordered Medical Evaluation**

Offeror shall provide all court-ordered medical evaluation and treatment, **except** those required by courts as evidence for prosecution of the inmate subject to chain of custody requirements.

Offeror shall acknowledge that medical management/physician may have to appear in court with appropriate County staff to address complaints, concerns, and issues surrounding medical services within the facility.

**Indicate acceptance or modification.**

**3.14 Background Investigation**

Offeror's personnel shall be required to pass a background investigation conducted by Ventura County Sheriff's Department and/or Probation Agency for initial and/or continued employment.

**Indicate your acceptance or modification.**

**3.15 Third Party Payments**

Offeror's administrator will be responsible for the maintenance of all records and timely reporting to Ventura County's Probation and Sheriff Designee to ensure that all potential reimbursements from other parties for services provided at the correctional facilities are pursued. This is to include itemized bills for all extraordinary services provided to change of venue cases and state parole cases. All receivables from those sources of revenue and all other third party payments for on-site services will be the property of the County and may be used to offset their cost for the provision of these services.

Offeror's administrator shall verify each invoice for outside services as to its accuracy and the potential for other third party payments to ensure that County dollars are last dollar spent. All cost discussed in the contract for outside health care cost are net costs.

**Describe your plan for meeting this requirement.**

**3.16 Compliance with Minimum Jail Standards**

In addition to complying with California Medical Association standards for health services, Offeror shall also comply with all applicable laws, including the provisions of the California Administrative Code (CAC), Title 15, relating to medical services in local detention facilities in the State of California.

**Offeror will maintain CMA accreditation during the term of the contract.**

**Describe your plan for meeting this requirement.**

**3.17 Access to Management Information**

The County of Ventura shall have the right of access to such information as the County deems necessary for review of the contract terms, conditions and compliance.

**Indicate your acceptance or modification.**

**3.18 Quality Management Program**

Contractor shall have a quality management program. The County Health Officer or his/her designee shall review and approve the Contractor's Quality Management Program annually. Contractor shall prepare an annual report for the Sheriff, Probation, County Health Officer and Risk Management of the findings of the Quality Management activities. Any deaths, suicide or suicide attempt, and outbreak of communicable disease shall be reported within one working day to the County Health Officer, Probation, Sheriff and Risk Management.

**Describe in detail the internal plan for conducting quality assurance/peer review activities, including both regularly scheduled review and response to specific incidents or complaints.**

**3.19 Pharmaceutical Management**

Contractor shall be responsible for ordering, payment, and proper control and distribution of all pharmaceuticals. In addition, Contractor shall establish a pharmaceutical committee. The committee shall consist of the medical director, supervision R.N. and pharmacist and shall establish standards in compliance with state and federal law and regulations and shall ensure compliance. A County Health Officer or his/her designee shall review and approve the Contractor's pharmaceutical management plan and procedures annually. Pharmacy services shall be consistent with State and Federal regulations, monitored by a licensed, qualified pharmacist. All new policy and procedures and revisions will be reviewed and approved by the County Health Officer or his/her designee of a licensed pharmacist.

An annual inventory report shall be submitted to the Administrative Captain no later than the 31<sup>st</sup> of January, 2016 and each year of the contract thereafter.

**Describe in detail your internal plan for conducting quality assurance, and proper control and distribution of all pharmaceuticals.**

**3.20 Contract Monitoring**

The County of Ventura retains the right of access to all data and records deemed necessary to monitor the contract services. Contract review will include monthly review of medical records and service records by the County Health Department with certain performance measures that result in a financial penalty if not met.

**Indicate acceptance or modification.**

**3.21 Insurance Requirements**

Successful Offeror shall acquire and maintain at his/her own expense all insurance described in RFP Section 4, Item 11.

**3.22 Non-Collusion**

If there is reason to believe that collusion exists among the Offerors, the County may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm or corporation that has submitted a sub-proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors. Offerors shall submit with their proposal an executed Non-Collusion Affidavit–ATTACHMENT 2

**Indicate Acceptance or modification.**

**3.23 Exclusivity**

The County is under no obligation to request, utilize or employ any certain extent or number of services, nor is the County restricted, by reason of this contract, from employing personnel for County's incidental needs by contracting with other temporary help suppliers.

**Indicate your acceptance or modification.**

**3.24 Piggyback Agreement**

Offeror may indicate on his Proposal Form that he will extend all prices, terms, and conditions of his proposal to any other public agency located in Ventura County. Offeror's agreement or failure to agree to the "piggyback" agreement will **not** be a factor in award of proposal. All piggyback agreement with other agencies will be separate from and unrelated to any entered into hereunder by the County and the Successful Offeror(s). The County will incur no responsibility, financial or otherwise, for contracts made by the Successful Offeror(s) and other public agencies.

**Indicate your acceptance or modification.**

**3.25 Warranty Against Contingent Fees**

The Offeror shall agree to warrant that no person or selling agency has been employed or

retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency except bona fide employees or selling agents maintained by the contractor for the purpose of securing business.

**Indicate your acceptance or modification.**

**3.26 Contractor Cooperation**

The Offeror shall, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations which in any way affect the contract.

The Contractor shall maintain weekly communications with the Sheriff's Department and Probation Agency for each main facility and/or his/her designees and shall actively cooperate in all matters pertaining to this contract.

**Describe your plan for meeting this requirement.**

**3.27 HIPPA**

Contractor shall comply with, and shall ensure that its officers, agents, employees, participants and volunteers comply with, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, and the privacy and security business associate requirements. See **EXHIBIT B**

**Describe your plan for meeting this requirement.**

SECTION 4

**County Standard Contract**

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter called "County" and \_\_\_\_\_, hereinafter called "Contractor."

WITNESSETH

**WHEREAS**, pursuant to Section 3 item f of the County of Ventura Ordinance NO. 4084, the Purchasing Agent of the County has the authority to engage independent contractors to perform services for the County, with or without the furnishing of material; and

**WHEREAS**, the County issued the (Insert contract name here) Request for Proposal #\_\_\_\_ (hereinafter referred also as 'RFP') to determine the most qualified contractor for such services for County; and

**WHEREAS** the Contractor submitted a proposal dated (insert date of proposal here), in response to the RFP (hereinafter referred also as "Contractor's Proposal"), to provide services to County;

**WHEREAS**, the County determined, through competitive solicitation and careful review of submitted proposals, that the Contractor's Proposal best meets the need of the County for (Insert contract name here) and that it is necessary and desirable that Contractor be engaged by County for the purpose of providing (Insert contract name here) Services and related services hereinafter described; and

**WHEREAS** the County and the Contractor are willing to enter into a (Insert contract name here) Contract in accordance with the RFP, the Contractor's response thereto, which by this reference are incorporated, though not attached, and the terms and conditions contained herein;

**WHEREAS**, it is necessary and desirable that Contractor be engaged by County for the purpose of performing (Insert contract name here) services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

3. **TERM**

The term of this contract shall be for Five (5) years, with, by mutual consent, the ability to extend the contract for four (4) additional one-year periods.

Pricing must remain firm for a minimum of one year. Any requests for reasonable price adjustments must be submitted one hundred and twenty (120) days prior to the contract annual anniversary date. Requests for adjustments in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index (PPI) or by performing a market survey.

Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve the County of any further obligation therefore.

4. **RESPONSIBILITY OF CONTRACTOR**

The Contractor shall, prior to start of any work awarded hereby, secure at Contractor's own expense all persons, employees and equipment required to perform the contract requirements.  
Contractor will be held fully responsible for performance of any subcontractors.

5. **WARRANTIES**

Contractor shall warrant and represent that:

- a. its work hereunder shall be of professional quality and performed consistent with generally accepted industry standards.
- b. there exists no actual or potential conflict of interest concerning the services to be performed under this contract. Contractor represents that performance under this contract does not require the breach of any

contract or obligation to keep in confidence the proprietary information of another party.

**6. INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this contract.

**7. NON-ASSIGNABILITY**

Contractor will not assign this contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this contract.



8. **TERMINATION**

The County shall be able to cancel the contract, without penalty to the County, as follows:

- a. County's obligation hereunder will be limited to the funds appropriated by the Board of Supervisors for this purpose for each fiscal year in which this contract is in effect. In the event that the Board of Supervisors fails to so appropriate said funds; County's obligation hereunder will terminate at the end of the fiscal year for which funds were appropriated or at the end of the contract term, whichever ever occurs first.
- b. The County may terminate this contract under the provisions of, "Rights and Remedies of County for Default" paragraph for cause.
- c. The County at its sole option may terminate this contract upon thirty (30) days written notice with or without cause. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this contract, County shall be entitled to immediate possession of and Contractor shall furnish all computations, correspondence and other pertinent data gathered or computed by Contractor specifically for the services required hereunder prior to such termination.

Contractor hereby expressly waives any and all claims for damages or compensation arising under this contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this contract.

Upon termination or other expiration of this contract, each party will assist the other party in the orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party.

9. **DEFAULT**

If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 7 above.

**10. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this contract.

**11. INSURANCE PROVISIONS**

A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$7,500,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$10,000,000 aggregate, including personal injury, civil rights violations, broad form property damage, products/completed operations, broad form blanket contractual and \$500,000 fire legal liability.
- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

Personal Automobile Liability coverage, in the minimum amounts of \$100,000 per Person and \$300,000 each accident Bodily Injury and \$50,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not covered under Commercial Automobile Liability.

- 3) Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
  - 4) *Professional Liability coverage (Medical Malpractice) in the minimum amount of \$5,000,000 each occurrence and \$5,000,000 aggregate.*
  - 5) *Crime Insurance: Employee Dishonesty Blanket Position Bond: Theft, Disappearance and Destruction of Money and Securities; Theft, Disappearance and Destruction of All Property Other than Money and Securities; Forgery or Alteration; Computer Fraud – each at a minimum limit of \$100,000.*
  - 6) *Security and Privacy: Coverage for the accidental, incidental, purposeful, wrongful disclosure, breach or theft of private information, including medical records and computer data, of at least \$2,500,000 each occurrence and \$5,000,000 aggregate.*
- B) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR'S insurance coverage and will not contribute to it.
- C) COUNTY is to be notified immediately if any aggregate insurance limit approaches 75%. Additional coverage must be purchased to meet requirements.
- D) Insurance shall be issued by a company (ies) authorized to transact business in the State of California. This insurance company (ies) must have an A.M. Best rating or B+ (plus) VII or higher.
- D) The County of Ventura, Its Boards, Agencies, Departments, Offices, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by CONTRACTOR under the terms of this contract on all policies required (except Workers' Compensation).
- E) Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the

terms of this contract.

- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- H) CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2. Complete and full copies of the Medical Malpractice and Commercial General Liability insurance policies.
  - 3. Additional Insured endorsements.
  - 4. Waiver of Subrogation endorsements for Workers Compensation Coverage (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others)
  - 5. Sixty (60) Days' Notice of Cancellation Clause endorsements.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

The responsibility of the Contractor to confirm that all terms and conditions of the Insurance Provision are complied with by any and all sub-Contractors that Contractor may use for the completion of this agreement.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve contractor for liability in excess of such coverage, nor shall it preclude County from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law.

If the Medical Malpractice Liability coverage is "claims made", Contractor must, for a period of five (5) years after the date when contract is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services or purchase and extended reporting period endorsement (tail coverage). County may withhold final payments due until satisfactory evidence of the tail coverage is provided by Contractor to County.

## 12. **NON-DISCRIMINATION**

### A. General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this contract.

B. Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies will be made available to County upon request.

13. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

14. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

15. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This contract will be administered by \_\_\_\_\_ or his/her authorized representative.

16. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the

amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this contract.

17. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Contractor further covenants that in the performance of this contract no person having such interest will be employed or retained by Contractor under this contract.

18. **FORCE MAJEURE**

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party.

Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.

If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

19. **NON-EXCLUSIVITY**

The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of the County.

20. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this contract which County requests in writing to

be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

21. **NOTICES**

All notices required under this contract will be made in writing and addressed or delivered as follows:

TO COUNTY: VENTURA COUNTY  
GENERAL SERVICES AGENCY  
PROCUREMENT SERVICES  
800 S. VICTORIA AVENUE  
VENTURA, CALIFORNIA 93009

TO CONTRACTOR-

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

22. **MERGER CLAUSE**

This contract along with the following documents, which are incorporated into this contract by reference, hereto constitute the final expression of the agreement of the parties and supersedes any and all other contracts, either oral or written, between Contractor and the County of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

This contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representatives of both parties. In the

event of an inconsistency in this contract, the inconsistency shall be resolved in the following order:

- 1) This contract;
- 2) County of Ventura RFP #XXXX
- 3) Contractor's proposal dated \_\_\_\_\_.

**23. GOVERNING LAW**

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

**24. SEVERABILITY OF CONTRACT**

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

**25. CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

**26. COMPLIANCE WITH LAWS**

Each party to this contract will comply with all applicable laws.

**27. CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this contract will be construed to be both a covenant and a condition.

**28. CONTAMINATION AND POLLUTION**

Contractor, solely at its own cost and expense, will provide clean-up of any premises, property or natural resources contaminated or polluted due to Contractor activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the Contractor will be borne entirely by the Contractor.



**29. ORDER OF PRECEDENCE**

This contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

This Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

1. This Agreement;
2. County of Ventura RFP #5764
3. Contactor's proposal dated \_\_\_\_\_

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

CONTRACTOR

by: \_\_\_\_\_  
Authorized Signature

by: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax Identification

**EXHIBIT A**

**VENTURA COUNTY STAFFING PATTERN  
ADULT AND JUVENILE FACILITIES  
September 2014**

POSITION	S	M	T	W	T	F	S	HRS	FTE	FACILITY		
Program Manager		8-4	8-4	8-4	8-4	8-4		40	1.0	All		
Director of Nursing		8-4	8-4	8-4	8-4	8-4		40	1.0	All		
R.N. Health Educator		8-4	8-4	8-4	8-4	8-4		40	1.0	All		
R.N.	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Main		
R.N.	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Main		
Facility Coordinator		7-3	7-3	7-3	7-3	7-3		40	1.0	Main		
L.V.N.	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Main		
L.V.N.	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Main		
Sr. Clerk Typist		7-3	7-3	7-3	7-3	7-3		40	1.0	Main		
Admin. Asst.		8-4	8-4	8-4	8-4	8-4		40	1.0	Main		
C.N.A.		7-3	7-3	7-3	7-3	7-3		40	1.0	Main		
Sr. Clerk Typist	5 Shifts To Be Determined							40	1.0	Main		
R.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Main
R.N. (P.M. Charge)	5 Shifts 3-11 To Be Determined							40	1.0		Main	
R.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Main
L.V.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Main
L.V.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Main
L.V.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Main
Sr. Clerk Typist	7 Shifts 3-11 To Be Determined							56	1.4		Main	
R.N.	7-7	7-7	7-7	7-7	7-7	7-7	7-7	7-7	7-7	84	2.1	Main
R.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Main
R.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Main
Sr. Clerk Typist	5 Shifts 11-7 To Be Determined							40	1.0		Main	
Facility Coordinator		7-3	7-3	7-3	7-3	7-3	7-3			40	1.0	Todd
R.N.	7-3								7-3	16		Todd/Main
L.V.N. (Pill Call)	5-1	5-1	5-1	5-1	5-1	5-1	5-1	5-1	5-1	56	1.4	Todd
L.V.N. (Orders)		9-5	9-5	9-5	9-5	9-5	9-5			40	1.0	Todd
Sr. Clerk Typist	8-4	8-4	8-4	8-4	8-4	8-4	8-4	8-4	8-4	56	1.4	Todd
L.V.N.	1-9	1-9	1-9	1-9	1-9	1-9	1-9	1-9	1-9	56	1.4	Todd

R.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Todd
C.N.A.		3-11	3-11	3-11	3-11	3-11		40	1.0	Todd
R.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Todd
L.V.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Todd
Facility Coordinator		7-3	7-3	7-3	7-3	7-3		40	1.0	JJC
R.N.	7-3						7-3	16	.4	JJC
L.V.N.	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	JJC
Sr. Clerk Typist		8-4	8-4	8-4	8-4	8-4		40	1.0	JJC
L.V.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	JJC
L.V.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	JJC
Nursing/Clerical Relief								238	5.9	All

[JJC – Juvenile Justice Center – Probation]

## VENTURA COUNTY STAFFING PATTERN ADULT AND JUVENILE FACILITIES September 2014

POSITION	S	M	T	W	T	F	S	HRS	FTE	FACILITY
Medical Director/Physician	40 hours per week							40	1.0	All
Physician	40 hours per week							40	1.0	All
Physician Assistant/ Nurse Practitioner	8 Hours per Day, five days a week, 1 days at Todd Road, 4 days at the Main Jail							80	2.0	PTDF/TR
Psych RN/LCSW	64 Hours Per Week							64		All Adult
Psych Tech	40 Hours Per Week							40	1.0	All Adult
Psychiatrist *	54 Hours Per Week							54		All Adult
Dentist	24 Hours Per Week							24	.6	Main/Todd
Dental Assistant	24 Hours Per Week							24	.6	Main/Todd
Dentist	8 Hours Per Month							8	.2	JJC Only
Dental Assistant	Up to 48 Hours per Month							48	.3	JJC Only
Medical On-Call	24 hours a day, 7 days a week									
Psych On-Call	24 hours a day, 7 days a week									

Days	6-2, 7-11, 7-1, 7-3, 8-2, 8-4, 10-6
Evenings	3-11, 4-8, 6-10
Nights	7-3, 11-7

## Attachment "1"

The undersigned Offeror agrees to contract with the County of Ventura to provide all necessary equipment, labor, supervision, materials, supplies and incidentals to provide Inmate Medical Service specified, in the manner and time therein prescribed in Request for Proposal #5764. The cost of all labor, supervision, material, and supplies for providing the services, even though not shown or specified, shall be borne by the Contractor.

Enter your rate for the first, second, third, fourth years and fifth year respectively.

Sheriff Office	First Year	Second Year	Third Year	Fourth Year	Fifth Year
Main Jail (ADP ____)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Excess Inmate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Specify level	_____	_____	_____	_____	_____
Todd Road (ADP ____)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Excess Inmate Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Specify level	_____	_____	_____	_____	_____
Below ADP Inmate Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Specify level	_____	_____	_____	_____	_____
Total for Sheriff's Office (Medical, Mental Health & Dental)					

Probation Agency	First Year	Second Year	Third Year	Fourth Year	Fifth Year
Juv Justice Ctr (ADP 120)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Excess Inmate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Specify level	_____	_____	_____	_____	_____
Below ADP Inmate Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Specify level	_____	_____	_____	_____	_____
Total for Probation (Medical & Dental)					

In addition the County will pay the Contractor \$\_\_\_\_\_per day for each "excess inmate". That is any inmate in excess of the Per Diem Base listed in the above table will be computed on a quarterly average. These per diem amounts will be aggregated on a quarterly basis and billed separately by the Contractor to both the Sheriff and Probation Agency.

**Subcontractor Information.**

Does this proposal include the use of subcontractors? Yes \_\_\_\_No \_\_\_\_Offeror's Initials\_\_\_\_

\_\_\_\_\_  
Company Name of Offeror

\_\_\_\_\_  
Type of Business (Corp, Partnership,  
Sole Proprietorship)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

**Non-Collusion Affidavit**  
**To Be Executed By Proposer and Submitted With Proposal**

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

Representative's Title

**Exhibit B**  
COUNTY OF VENTURA  
HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Agreement") is made a part of by and between County of Ventura ("Covered Entity") and \_\_\_\_\_ effective as of the compliance date of the Privacy Rule (defined below) (the "Agreement Effective Date").

RECITALS

1. Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).
2. Covered Entity and Business Associate intend to protect the privacy and provide 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") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
3. As part of the HIPAA Regulations, the Privacy Rule requires Covered Entity to enter into a contract with Business Associate containing specific requirements prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.502(e) and 164.504(e) of the code of Federal Regulations ("CFR") and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

**I. Definitions.**

- a. "Business Associate" shall have the meaning given to such term under the Privacy Rule; including, but not limited to, 45 CFR Section 160.103.
- b. "Covered Entity" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.
- c. "Health Care Operations" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.
- d. "Privacy Rule" shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164. . .
- e. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.
- f. "Protected Information" shall mean PHI provided by Covered Entity to



Business Associate or created or received by Business Associate on Covered Entity's behalf.

## 2. Obligations of Business Associate.

- a. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate obligations under the Agreement and as permitted under the Agreement. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule is so used by Covered Entity, except that Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, or (ii) to carry out the legal responsibilities of Business Associate.
- b. **Permitted Disclosures.** Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by Covered Entity, except that Business Associate may disclose Protected Information (i) in a manner permitted pursuant to the Agreement, (ii) for the proper management and administration of Business Associate, or (iii) as required by law.
- c. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Agreement.
- d. **Reporting of Improper Use or Disclosure.** Business Associate shall report to Covered Entity any use or disclosure of Protected Information otherwise than as provided for by this Agreement within five (5) days of becoming aware of such use or disclosure.
- e. **Business Associate' Agents.** Business Associate shall ensure that any agents, including subcontractors, to whom it provides Protected Information agree in Writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI.
- f. **Access to Protected Information.** Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in records available to Covered Entity for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524.
- g. **Governmental Access to Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining compliance with the Privacy Rule.
- h. **Minimum Necessary.** Business Associate and its agents or subcontractors shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclose.
- i. **Retention of Protected Information.** Business Associate and its subcontractors or agents shall retain all Protected Information throughout the term of the Agreement and shall continue to maintain the information required under Section 2(h) of this Agreement for a period of six (6) years after termination of the Agreement.

- j. **Notification of Breach.** During the term of this Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state~ laws and regulations.

### 3. Termination.

- a. **Material Breach.** A breach by Business Associate of any material provision of this Agreement, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by Covered Entity.
- b. **Reasonable Steps to Cure Breach.** If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of the Business Associate' obligations under the provisions of this Agreement or another arrangement and does not terminate this Agreement pursuant to Section 3(a), then Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable. If Business Associate's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, Covered Entity shall report Business Associate's breach or violation to the Secretary of the Department of Health and Human Services.
- c. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c) and 2(e) of this Agreement to such information, and limit further user of such PHI to those purposes that make the return or destruction of such PHI infeasible. If Business Associate elects to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

### 4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIP AA, the Privacy Rule and other applicable laws relating to the security or confidentiality of PHI. Upon request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIP AA, the Privacy Rule or other applicable laws. Covered Entity may terminate this Agreement upon thirty (30) days written notice in

the event (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Sections or (ii) Business Associate does not enter into an amendment to this Agreement providing assurances, regarding the safeguarding of PHI sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

IN WITNESS WHEREOF, the parties hereto have dully executed this Agreement on the Dates appearing below to be effective as of Agreement Effective Date.

Covered Entity

Business Associate

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_