



COUNTY OF HUMBOLDT

REQUEST FOR PROPOSAL

DHHS2021-06

Provision of Medical Services At Humboldt County Correctional and Detention Facilities

Release Date: November 10, 2021

Due Date: December 6, 2021

For information:

County of Humboldt
Sheriff's Office
825 5th Street
Eureka, CA 95501
Email: dchristian@co.humboldt.ca.us

Phone: (707) 441-5105

TABLE OF CONTENTS

Cover Page.....	3
Title Page and Schedule.....	5
1.0 Definitions and Abbreviations.....	6
2.0 Introduction.....	7
3.0 Preliminary Scope of Work.....	7
4.0 Required Qualifications for Proposers.....	13
5.0 Proposal Content Formatting Requirements.....	22
6.0 Submission.....	27
7.0 Public Records and Trade Secrets.....	29
8.0 Exceptions to Specifications.....	29
9.0 Expenses Incurred in Proposal Preparation.....	29
10.0 Proposer Investigations.....	29
11.0 Proposal Withdrawal.....	29
12.0 Applicable Law	31
13.0 Evaluation Criteria and Review Process.....	31
14.0 Selection Process.....	31
15.0 Conflict of Interest	32
16.0 Contract Development, Terms and Conditions	32
17.0 Reservation of Rights	32
18.0 Negotiations	35
19.0 Inquiry	35
Attachments	
A – RFP Signature Affidavit.....	36
B – Cost Proposal Form.....	37
C – Reference Data Sheet.....	39
D – Sample Professional Services Agreement.....	41

COVER PAGE

	Request for Proposal (RFP) Cover Page County of Humboldt Sheriff's Office County of Humboldt, Eureka CA
County Agency	Sheriff's Office
RFP Number	DHHS2021-06
RFP Title	Provision of Medical Services at Humboldt County Correctional and Detention Facilities
Purpose	<p>The County of Humboldt ("County"), by and through its Sheriff's Department is issuing this Request for Proposals ("RFP") to solicit Proposals from qualified professionals to provide medical services ("Services") to inmates housed at Humboldt County's correctional facilities ("Facilities"). The Successful Proposer must have the ability to provide and be responsible for inmate health care services immediately upon the inmate being brought and accepted into Humboldt County Sheriff's Office/Probation custody through the intake processes at all Facilities and throughout the term of inmate detention.</p> <p>The County oversees the following Facilities: The Humboldt County Correctional Facility ("HCCF"), located at 825 5th Street in Eureka, CA, the Humboldt County Juvenile Hall located at 2006 Harrison Avenue in Eureka, CA and Northern California Regional Facility located at 2004 Harrison Avenue in Eureka, CA (collaboratively referenced as "JH"). HCCF housed an average population of around 400 in 2019, 274 inmates in 2020, and JH housed an average population of 7 along with an additional 5 in the New Horizons program (RF), for a total average daily population of 11 youth.</p>
Deadline for RFP Submission	Deadline for Proposals to be received: December 6, 2021 5:00 P.M. Pacific Standard Time LATE, FAXED OR UNSIGNED PROPOSALS WILL BE REJECTED
Submit RFP to this Address	County of Humboldt Sheriff's Office 825 5 th Street Eureka, CA 95501 Email: dchristian@co.humboldt.ca.us
Special Instructions	<input type="checkbox"/> Label lower left corner of sealed submittal package with the RFP number DHHS2021-06

	<input type="checkbox"/> Submit one original with four additional hard copies of proposal with required forms
	<input type="checkbox"/> Electronic submission special instructions: PDF format on a flash drive of proposal with required forms
Direct All Inquiries To	Name
	Title
	Phone Number
	Email
County Website	Website
Date RFP Issued	November 10, 2021

TITLE PAGE AND SCHEDULE

County of Humboldt Request for Proposal	Provision of Medical Services at Humboldt County Correctional and Detention Facilities
Request for Proposal Number	DHHS2021-06

The County of Humboldt (“County”), by and through its Sheriff’s Office is issuing this Request for Proposals (“RFP”) to solicit Proposals from qualified professionals to provide medical services (“Services”) to inmates and youth in custody housed at Humboldt County’s correctional facilities (“Facilities”). Each Successful Proposer must have the ability to provide and be responsible for inmate health care services immediately upon the inmate being brought and accepted into Humboldt County Sheriff’s Office custody through the intake processes at all Facilities and throughout the term of inmate detention. The Successful Proposer is responsible for providing, paying and coordinating all medical services brought to the inmate, and the services provided at medical sites within the cost proposal facilities arranging and paying for outside services. The Successful Proposer shall also participate and assist with the transition of services as needed when an inmate leaves detention. This RFP is a non-binding solicitation and may be canceled by the County at any time.

SCHEDULE OF EVENTS

The following RFP schedule of events represents the County’s best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m. Pacific Time. The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the schedule of events shall be posted on the County’s website.

EVENT	DATE
Release of Request for Proposal	November 10, 2021
Deadline for submission of questions Email: dchristian@co.humboldt.ca.us	November 24, 2021
Response to questions and any addendum will be posted to County website by 5:00 P.M.	November 30, 2021
Deadline for proposals to be received	5:00 P.M. Pacific Standard Time December 6, 2021
RFP evaluation process	December 7, 2021 – December 17, 2021
Recommendation of award to County Board of Supervisors	January 4, 2022
Contract finalization	March 1, 2022
New contract start date	April 1, 2022

SECTION 1.0 DEFINITIONS AND ABBREVIATIONS

- **Addenda**. As used herein, the term “Addenda” refers to an amendment or modification to this Request for Proposals.
- **C.C.R.** As used herein, the abbreviation “C.C.R” refers to the California Code of Regulations.
- **C.F.R.** As used herein, the abbreviation “C.F.R.” refers to the United States Code of Federal Regulations.
- **County**. As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California, acting through its Sheriff’s Department and Probation Department.
- **DHHS – Behavioral Health**. As used herein, the abbreviation “DHHS – Behavioral Health” refers to the Behavioral Health Branch of the Humboldt County Department of Health and Human Services.
- **DHHS – Public Health**. As used herein, the abbreviation “DHHS – Public Health” refers to the Public Health Branch of the Humboldt County Department of Health and Human Services.
- **Facilities**. As used herein, the term “facilities” shall collectively mean the Humboldt County Correctional Facility, the Humboldt County Juvenile Hall and the Northern California Regional Facility.
- **HCCF**. As used herein, the abbreviation “HCCF” shall mean the Humboldt County Correctional Facility.
- **HCSO**. As used herein, the abbreviation “HCSO” refers to the Humboldt County Sheriff’s Office.
- **JH**. As used herein, the abbreviation “JH” shall collectively mean the Humboldt County Juvenile Hall and the Northern California Regional Facility.
- **NCCHC**. As used herein, the abbreviation “NCCHC” shall mean the National Commission on Correctional Health Care.
- **Professional Services Agreement**. As used herein, the term “Professional Services Agreement” refers to the contract awarded to the Successful Proposer regarding the provision of medical services to inmates housed at Humboldt County’s correctional facilities.
- **Proposal**. As used herein, the term “Proposal” refers to an offer submitted in accordance with this Request for Proposals to provide medical services to inmates housed at Humboldt County’s correctional facilities for a specified sum of money.
- **Proposer**. As used herein, the term “Proposer” refers to any agency or organization submitting a Proposal in response to this Request for Proposals.
- **RFP**. As used herein, the abbreviation “RFP” refers to this Request for Proposals for the provision of medical services at Humboldt County’s correctional facilities.

- **Services**. As used herein, the term “Services” refers to medical, dental, and similar health care services provided to inmates housed at Humboldt County’s correctional facilities.
- **Successful Proposer**. As used herein, the term “Successful Proposer” refers to an agency or organization that the County selects to enter into a final Professional Services Agreement with after the evaluation, review and selection processes set forth in this Request for Proposals have been completed.

SECTION 2.0 INTRODUCTION

2.1 Statement of Purpose and Background

The County of Humboldt (“County”), by and through its Sheriff’s Office is issuing this Request for Proposals (“RFP”) to solicit Proposals from qualified professionals to provide medical services (“Services”) to inmates and youth in custody housed at Humboldt County’s correctional facilities (“Facilities”). The Successful Proposer must have the ability to provide and be responsible for inmate health care services immediately upon the inmate being brought and accepted into Humboldt County Sheriff’s Office custody through the intake processes at all Facilities and throughout the term of inmate detention. The Successful Proposer is responsible for providing, paying for and coordinating all medical services provided to the inmate, services provided at medical sites within the facilities, and arranging and paying for outside services. The Successful Proposer shall also participate and assist with the transition of services as needed when an inmate leaves detention. This RFP is a non-binding solicitation and may be canceled by the County at any time.

The County oversees the following Facilities: The Humboldt County Correctional Facility (“HCCF”), located at 825 5th Street in Eureka, CA, the Humboldt County Juvenile Hall located at 2004 Harrison Avenue in Eureka, CA and Northern California Regional Facility located at 2006 Harrison Avenue in Eureka, CA (collaboratively referenced as “JH”). HCCF housed an average population of around 400 in 2019, 274 inmates in 2020, and JH housed an average population of 7 along with an additional 5 in the New Horizons program (RF), for a total average daily population of 11 youth.

SECTION 3.0 PRELIMINARY SCOPE OF WORK

This section presents a preliminary scope of services to generally communicate the County’s expectations regarding the provision of the Services solicited hereby. A precise scope of services will be developed by the County and each Successful Proposer and incorporated into the final Professional Services Agreements awarded pursuant to this RFP process.

Proposals will be prepared in accordance with Submission, Section 6.0 Submission. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

3.1 Outline of Anticipated Services

A. Services.

The types of services that the Successful Proposer may be required to provide pursuant to the terms and conditions of a Professional Services Agreement shall include, without limitation:

1) Health Care Services

- a. The Successful Proposer shall be the designated health authority responsible for health care services performed in the Facilities. Final medical judgments rest with the Medical Director of the Successful Proposer, or authorized designee.
- b. All health care services provided by the Successful Proposer shall comply with any and all applicable local, state, and/or federal laws and regulations governing health care services provided in correctional and/or detention facilities, including but not limited to CCR, Title 15, as amended from time to time.
- c. The Successful Proposer shall be the sole supplier and coordinator of all medical programs for the Facilities and, as such, shall have the authority and responsibility for the implementation, modification, and continuation of any and all health care programs for the Facilities. "Modification" is defined as any alteration in an existing service or program that does not require staffing modifications, funding, or facilities.
- d. The Successful Proposer shall develop and maintain up-to-date written policy and procedure, protocol, and reference manuals in compliance with NCCHC accreditation standards and CCR, Title 15 requirements. These manuals shall reflect the current actual practice of the Successful Proposer performed at the Facilities and shall be signed by the Successful Proposer, the Successful Proposer's on-site Medical Director, the Successful Proposer's Medical Program Manager, and County's Health Officer. The Successful Proposer shall review manuals annually and issue updates as appropriate. The Successful Proposer shall provide copies of any written policies and procedures, protocol, and reference manuals for inspection upon request by the County.
- e. Any new medical programs, policies and/or procedures, or other changes in the provisions of or services that will be incorporated into the final Professional Services Agreement resulting from this RFP process, proposed to be implemented, shall be reduced to writing and shall be undertaken only upon mutual agreement of the County and the Successful Proposer.

2) Training

The Successful Proposer shall prepare and provide a minimum of four (4) four-hour training sessions per year of in-service medical education programs for County staff at the facilities. The Successful Proposer shall work with the HCSO and Probation staff to identify appropriate topics for the training programs including, but not limited to suicide identification/prevention, medication reactions, gross identification of injury and illness, psychopharmacology issues, and/or any other topics requested by County. These trainings may be specific to children and youth, as appropriate. The Successful Proposer shall schedule a sufficient number of training sessions to assure that all appropriate County staff at the Facilities have participated in the training program.

B. Required Services To Be Provided At The Facilities

The following are services required at the Facilities and should be incorporated into a Successful Proposer's proposal.

1) Receiving Screening

- a. The Successful Proposer shall timely conduct an initial evaluation and Pre-booking Screening/Medical History Questionnaire or other appropriate screening forms.
 - i. Questionnaire must be reviewed and approved by the County. The County reserves the right to make edits to the Questionnaire.
 - ii. Pre-booking Screening/Medical History Questionnaire shall include Behavioral Health/Substance Use Disorder questions.
- b. The Successful Proposer nursing staff shall timely involve physicians, physician assistants, and/or nurse practitioners to assess and treat detainees potentially undergoing withdrawal or at serious risk due to a medical condition and shall timely refer

to a provider those detainees undergoing withdrawals or at serious risk due to a medical condition when clinically indicated.

- c. When medically appropriate, the Successful Proposer shall provide medical services on-site.
- d. The Successful Proposer may, at its option, require detainees to receive outside medical evaluation and treatment prior to being booked as an inmate in the Facility.
- e. The Successful Proposer shall ensure that all inmates newly booked into the jail, who at the time of booking are prescribed medications in the community, are timely continued on those medications or prescribed comparable appropriate medication, unless a medical provider makes a clinical determination that medications are contraindicated or not necessary for treatment.
- f. Inmates who, at the time of booking, report to the Successful Proposer that they are taking community prescribed medications, but whose medications cannot be verified, shall be timely assessed by a medical provider and timely prescribed medications necessary to treat their health needs.
- g. If appropriate, the Successful Proposer shall determine the inmate's current Medi-Cal status by contacting the Department of Health and Human Services Eligibility Call Center.

2) Health Inventory and Communicable Disease Screening

- a. The Successful Proposer shall perform a Health Inventory and Communicable Disease Screening on all inmates within specific timelines for each facility (fourteen [14] days for HCCF and ninety-six [96] hours for JH).
 - i. Health Inventory and Communicable Disease Screening tool must be reviewed and approved by the County. The County reserves the right to make edits to this tool.
- b. The Successful Proposer shall ensure that a physician, family nurse practitioner, physician assistant, licensed vocational nurse, or registered nurse specifically trained to conduct health appraisals shall complete the Health Inventory and Communicable Disease Screening.
- c. The Successful Proposer shall ensure that lab tests are performed as medically indicated under NCHCC standards.
- d. The Successful Proposer shall develop a set of procedures for immunizations (measles, mumps, rubella, etc.) to address the needs of any special inmate populations.
- e. The Successful Proposer shall initiate treatment of persons in custody who have been exposed to and/or are presumed to have an infectious disease, scabies, or lice.
- f. The Successful Proposer shall perform HIV/AIDS screening and diagnostic testing and treatment of persons in custody, who are at high risk for AIDS and/or as is medically indicated.
- g. The Successful Proposer shall work with County and/or State Public Health Departments to coordinate COVID-19 testing and vaccinations with the inmate population.
- h. Specific to the JH, the Successful Proposer shall perform a medical examination on every minor who is admitted to the detention facility following admission, in accordance with CCR Title 15, Article 8, Section 4300.

3) Detoxification from Drugs and/or Alcohol

- a. The Successful Proposer shall ensure that detoxification services are performed at the direction of and under the supervision of qualified medical personnel.
- b. The Successful Proposer shall assess each inmate upon intake to determine if an inmate is intoxicated and/or suffering from withdrawal or at high risk of withdrawal.
- c. The Successful Proposer, and not County, shall determine if it is medically appropriate for an inmate to be placed in a sobering cell and determine when an inmate shall be transferred to the hospital to be treated for possible or actual withdrawal.

- d. The Successful Proposer shall monitor inmates placed in sobering cells using the Clinical Institute Withdrawal Assessment for Alcohol (“CIWA”) protocol or equivalent validated monitoring protocol. Inmates shall receive pharmacological treatment as indicated and be appropriately housed based on their clinical conditions.
- e. The Successful Proposer shall, along with the correctional deputy, conduct regular observations of inmates who have been placed in sobering cells. HCSO staff shall conduct regular observations of inmates who have been placed in sobering cells twice every thirty (30) minutes, pursuant to HCCF Policy and Procedures Manual, Procedure No. B-007 (<https://humboldtgov.org/DocumentCenter/View/88386/HCCF-Policy-and-Procedure-Manual-?bId=>). The Successful Proposer’s medical staff, accompanied by the correctional deputy, shall conduct regular observations of inmates who have been placed in sobering cells once every hour. If the Successful Proposer, as a result of the observation, determines that further evaluation, monitoring, or treatment of an inmate in a sobering cell is needed, the Successful Proposer, shall coordinate with HCSO staff to ensure that the appropriate monitoring, evaluation, and treatment is provided to the inmate.
- f. The Successful Proposer shall document the date and time and shall initial the special housing log used by County when they observe an inmate held in a sobering cell.
- g. The Successful Proposer shall administer separate treatment protocols for opiate, alcohol, and benzodiazepine withdrawal.
- h. The Successful Proposer shall provide individual treatment plans and treatment for all persons in custody with a need for drug and/or alcohol detoxification services.
- i. JH Services: The Successful Proposer shall confirm that a medical clearance has been obtained from an Emergency Room physician, or other hospital-based emergency medical care provider, prior to assessing or evaluating any minor who displays outward signs of intoxication or is known or suspected to have ingested any substance that could result in a medical emergency.
- j. JH Services: The Successful Proposer shall cooperate with County’s Chief Probation Officer or his/her designee to ensure policies and procedures are appropriate, and a safe setting exists at the detention facility to accept and monitor medically cleared intoxicated minors.
- k. JH Services: The Successful Proposer shall determine when the minor is no longer considered intoxicated and shall advise County when the monitoring requirements for intoxicated minors are no longer required.

4) Sick Call

- a. The Successful Proposer shall conduct sick call daily except for weekends and holidays. Sick call shall be conducted in designated areas of the correctional facility, providing the inmate with as much privacy as security concerns may allow.
- b. The Successful Proposer shall ensure that a physician, family nurse practitioner, physician assistant, or registered nurse shall conduct sick call pursuant to the Successful Proposer’s applicable policies and procedures, as well as HCCF Policy and Procedures Manual, Procedure No. H-003 (<https://humboldtgov.org/DocumentCenter/View/88386/HCCF-Policy-and-Procedure-Manual-?bId=>). In the event of any conflict in policies and procedures, the Successful Proposer shall confirm that a medical clearance has been obtained from an Emergency Room physician, or other hospital-based emergency medical care provider, prior to assessing or evaluating any minor who displays outward signs of intoxication or is known or suspected to have ingested any substance that could result in a medical emergency.
- c. The Successful Proposer shall schedule inmates requesting sick call as soon as possible and/or as medically indicated.

5) Off-Site Services For All Facilities

- a. The Successful Proposer shall provide required medical/surgical inpatient hospital care, off-site medical specialty care, off-site medical clinic care, emergency room care, diagnostic services such as laboratory, radiology, etc., which cannot be provided on-site, and other health-related ancillary services for those inmates who have been medically cleared or booked and physically placed in the correctional facility.
- b. All such care as described above must be approved and referred by the Successful Proposer.
- c. The Successful Proposer will not provide or make referrals for elective medical care that can be safely sought when an inmate is released from custody.
- d. The Successful Proposer shall furnish outside providers with other third-party payor information when available.
- e. The Successful Proposer shall make all referral arrangements for treatment of inmates with problems that may extend beyond the scope of services provided on-site.
- f. The Successful Proposer shall make referrals for follow-up care in the inmate's county of residence.
- g. The Successful Proposer shall ensure that the health care status of inmates admitted to off-site facilities is reviewed to ensure that the duration and cost of this stay is no longer or more intensive than medically necessary.
- h. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care and services the Successful Proposer is obligated to pay under the final Professional Services Agreement resulting from this RFP process, the County will, upon prior request by the Successful Proposer, provide transportation as reasonably available, provided such transportation is scheduled in advance. When medically necessary, the Successful Proposer shall provide all emergency transportation of inmates in accordance with the provisions of the final Professional Services Agreement resulting from this RFP process.
- i. The Successful Proposer must participate in the Medi-Cal County Inmate Program managed by the Department of Health Care Services which allows providers to draw down federal Medicaid funding for eligible inmates who are treated for more than 24 hours at medical facilities that are offsite or separate from county jails. More information regarding this program can be found at the following link:
<https://www.dhcs.ca.gov/provgovpart/Pages/MIP.aspx>

6) Inmates Outside the HCCF Facility

- a. Health care services to be provided by the Successful Proposer are intended only for those inmates in the actual physical custody of the HCSO, including inmates in the HCCF and inmates under guard and/or HCSO jurisdiction in outside hospital (with the exception of inmates booked in abstentia). Such inmates shall be included in the daily population count.
- b. Inmates in the custody of other police or penal jurisdictions accepted for housing by either facility are included in the population count and are the responsibility of the Successful Proposer for furnishing or payment of health care services.

7) Medication Administration

- a. The Successful Proposer shall be responsible for administering medications at the Facilities.
- b. During those times when an inmate is transported to court and needs to receive his/her medication, the Successful Proposer shall ensure medication is packaged in a manner allowing County to deliver the medication to the inmate in compliance with all applicable regulations.
- c. Medications shall principally be administered twice daily, on a BID (*bis in die*) regime.
- d. PRN (*pro re neata*, or as needed) medications shall principally be administered on a BID regime.

- e. The Successful Proposer shall respond to requests for PRN medications at other times on an emergency basis as medically required.
- f. The Successful Proposer shall ensure that all pharmaceuticals be used, stored, inventoried, and administered in accordance with all applicable laws, regulations, policies, and procedures.

8) **Special Medical Diets**

- a. The Successful Proposer shall evaluate the need for and prescribe medically required special diets for inmates, as appropriate.
- b. The Successful Proposer shall coordinate with County Food Service management staff regarding the types of special medical diets that can be offered to the inmate population.

9) **Dental Services**

- a. The Successful Proposer shall be responsible for providing dental services at the Facilities in accordance with NCCHC standards and any applicable Facility policy and procedure.
- b. The dental services shall be provided on-site. This includes emergencies, except for life-threatening emergencies requiring the inmate to be transported to an emergency room.

C. Optional: Provision of Medication Assisted Treatment Services Facilities

The County would like to request an optional, separate proposal for the provision of Medication Assisted Treatment (MAT) in collaboration with DHHS – Behavioral Health. The proposal for Medication Assisted Treatment services shall be entirely separate from a main Proposal, including cost needed to provide the services as described below:

- 1) The Successful Proposer shall provide and continue Medication Assisted Treatment (MAT), including education and discharge planning services to inmates with an Opioid Use Disorder housed at HCCF, and to collect, monitor and report data.
- 2) The Successful Proposer shall provide monthly statistics to DHHS – Behavioral Health:
 - a. Monthly statistic reports shall include the following data points:
 - Average daily population
 - Number of intakes
 - Monthly # intakes requiring detox/withdrawal protocol for:
 - Alcohol
 - Opioids
 - Benzodiazepines
 - Methamphetamine
 - Other
 - Monthly # persons withdrawn from methadone
 - Monthly # persons withdrawn from buprenorphine
 - Monthly # persons withdrawn from naltrexone
 - Monthly # persons continued on methadone
 - Pregnant women
 - Others
 - Monthly # persons continued on buprenorphine
 - Pregnant women
 - Others
 - Monthly # persons continued on naltrexone
 - Monthly # persons inducted on methadone

- Monthly # persons inducted on buprenorphine
- Monthly # persons inducted on naltrexone
- Monthly # persons given Vivitrol injections
- Monthly # drug overdoses in jail
- # units of naloxone provided at release and/or to visitors

- 3) The Successful Proposer shall assist DHHS – Behavioral Health in drafting and finalizing any and all grant-related Project Status and Financial Reports required.
- 4) The Successful Proposer shall ensure naloxone kits with instructional materials provided by County are made available to inmates upon release from jail.
- 5) Activities as described above shall not exceed more than one hundred twenty (120) hours a month of the Successful Proposer's Registered Nurses time.
- 6) The Successful Proposer's onsite Program Manager shall oversee project development, implementation and outcomes of the MAT program.
- 7) The Successful Proposer's onsite Program Manager, or appointed designee, shall attend monthly meetings with DHHS-Behavioral Health staff to review project progress.

SECTION 4.0 REQUIRED QUALIFICATIONS FOR PROPOSERS

4.1 Eligibility Requirements

A. Mandatory Qualifications

- 1) In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process, all of the following conditions must be satisfied:
- 2) Proposers must have at least five (5) years of experience providing Services equivalent to those set forth in this RFP.
- 3) Proposers must have extensive knowledge of, and with the ability to comply with, all local, state and federal laws, regulations, policies, procedures, standards and contractual requirements applicable to the provision of Services equivalent to those set forth in this RFP.
- 4) Proposers must possess, or have the ability to obtain, any and all resources necessary to provide Services equivalent to those set forth in this RFP and to successfully enter into a Professional Services Agreement with Services commencing no later than April 1, 2022.
- 5) Proposers must employ an adequate number of qualified professional staff to ensure the efficient and effective provision of Services equivalent to those set forth in this RFP in accordance with the terms and conditions of the sample Professional Services Agreement that is attached hereto as Attachment D – Sample Professional Services Agreement and incorporated herein by reference as if set forth in full.
- 6) Proposers must possess adequate documentation that any and all personnel that will be responsible for providing Services pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process and have completed any and all required criminal background checks, drug screens and other related processes in

accordance with any and all applicable local, state and federal laws, regulations, policies, procedures, standards, and guidelines.

- 7) Proposers must not have a record of unsatisfactory performance, lack of integrity or poor business ethics.
- 8) Proposers must have the ability to adjust their data collection, reporting and audit practices in order to meet the requirements set forth in this RFP and the sample Professional Services Agreement attached hereto.

B. Preferred Qualifications

Proposals which demonstrate that all, or a portion, of the following conditions have been satisfied will be given preference over those that do not:

- 1) The Proposer has ten (10) or more years of experience providing Services equivalent to those set forth in this RFP.
- 2) The Proposer has the ability to start providing Services equivalent to those set forth in this RFP immediately upon the execution of a Professional Services Agreement.
- 3) The Proposer has extensive experience implementing comprehensive medical care services in relation to the provision of Services equivalent to those set forth in this RFP.
- 4) The Proposer has extensive knowledge of the billing and organizational productivity requirements and standards applicable to the provision of Services equivalent to those set forth in this RFP.

C. Licensure, Certification and Accreditation Requirements

In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposers must be in compliance with any and all applicable local, state and federal licensure, certification and accreditation requirements at the time of contract execution.

Successful Proposers must be or must successfully become accredited by NCCHC as soon as reasonably possible and maintain such accreditation during the term of any Professional Services Agreement herein entered into as a result of award.

- 1) NCCHC Accreditation
 - a. The Successful Proposer shall currently have or obtain NCCHC accreditation as soon as reasonably possible for the Facilities and thereafter maintain such accreditation during the term of the final Professional Services Agreement resulting from this RFP process. Application shall be made at such time as mutually agreed upon by the parties. Any fees required by NCCHC to be paid in connection with obtaining accreditation shall be paid by the Successful Proposer.
 - b. The Successful Proposer shall comply with all applicable NCCHC standards at the Facilities and shall cooperate with and assist County in meeting its responsibilities in the effort to obtain accreditation. County shall make all reasonable efforts to cooperate with the Successful Proposer in obtaining accreditation. If any one of the Facilities fails to receive accreditation within one (1) year from the date of execution of the final Professional Services Agreement resulting from this RFP process because of the Successful Proposer's failure to comply with NCCHC standards for which it is responsible, the Successful Proposer shall pay to County the sum of Six Thousand Dollars (\$6,000.00) for each facility not accredited. This penalty is due within thirty (30) days after the receipt of notice by the County. For each subsequent month past one (1)

year from the date of execution of the final Professional Services Agreement resulting from this RFP process, the penalty per month shall be Six Hundred Dollars (\$600.00) per month, due and payable within thirty (30) days of notification.

- c. The financial penalties set forth above shall not be imposed for any delays beyond the control of the Successful Proposer, or for any failure to receive accreditation which is beyond the control of the Successful Proposer.

4.2 Performance Standards

A. General Duties and Obligations of the Successful Proposer

- 1) Each Successful Proposer shall ensure that Services required pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process are provided by qualified, efficient, and discreet employees in strict accordance with any and all applicable local, state and federal, laws, regulations, policies, procedures and standards as well as any and all standard and special instructions provided by County.
- 2) Each Successful Proposer shall have the sole responsibility of paying the salaries, taxes and all other expenses relating to all staff and personnel employed thereby. Any and all staff and personnel responsible for providing Services required pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall be employed by, and subject to the direct supervision and control of, the Successful Proposer.
- 3) Each Successful Proposer shall be available to confer with County staff regarding the provision of Services required pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
- 4) Each Successful Proposer shall comply with any and all applicable NCCHC standards at the Facilities and shall cooperate with and assist the County in meeting its responsibilities in the effort to obtain and maintain NCCHC accreditation.

5) Personnel Requirements

- a. The Successful Proposer shall designate an on-site Medical Director who shall be responsible for assuring the quality of health care provided at the Facilities, and who shall also supervise the practice of nurse practitioners, physician assistants, and/or other medical personnel, should such personnel be utilized. The on-site Medical Director is expected to examine all patients referred to them. However, a portion of their time shall be spent teaching (medical/administrative), working with mid-level practitioners, medication and chart review, and establishing new and refining existing policies and procedures.
- b. The Successful Proposer shall hire and maintain an on-site Medical Program Manager who shall be designated as the liaison between the Successful Proposer and County. The Medical Program Manager shall be responsible for the investigation of all complaints that relate to the Proposer's operations at the Facilities. Investigations on written complaints shall be summarized in writing and shall include the Successful Proposer's findings, position, and corrective plan, as applicable. Such written summary shall be delivered to County, consistent with any applicable the Facilities' policies.
- c. The Successful Proposer shall engage only California licensed and qualified personnel to provide professional medical care coverage for the Facilities. The Successful Proposer shall obtain all licenses, accreditations, and/or certifications necessary to provide medical services in the Facilities. The Successful Proposer shall ensure that all of its employees who render medical services are fully compliant with any and all applicable licenses, accreditations, and certifications.

- d. Copies of licenses, accreditations, and/or records of certification for all medical personnel are to be furnished to the Medical Program Manager, who must, at all times, have them available for examination by County. Copies of these shall be maintained at the Facilities.
- e. The Successful Proposer shall recruit and interview only candidates who have provided documentation of health care experience, licenses, and letters of recommendation. Each candidate will be interviewed by the Successful Proposer with special focus on technical expertise, emotional stability, and motivation.
- f. The Successful Proposer shall ensure that all its employees who are staffed at the Facilities are afforded an orientation period, sufficiently comprehensive and of adequate length, to allow the employee to be familiar with the Successful Proposer's obligations in the final Professional Services Agreement resulting from this RFP process and to acquaint all personnel to the policies and procedures of the Facilities.
- g. The Successful Proposer acknowledges and understands that it is essential that continuing education programs be provided to professional staff. The Successful Proposer shall provide in-service training for its personnel and shall ensure all full-time healthcare staff, except for physicians, will receive at least thirty (30) hours of in-service training every two (2) years. The Medical Program Manager shall identify the topics and maintain records on subject matter and employee participation.
- h. The Successful Proposer personnel shall observe all applicable policies and procedures concerning the operation and security of the Facilities.
- i. The Successful Proposer personnel shall be required to wear identification badges whenever they are present at the Facilities.
- j. County, in its sole discretion, shall have the right to perform criminal background or security checks of any employee, agent, or subcontractor of the Successful Proposer who is staffed at the Facilities as a condition of granting access to the Facilities. County shall have the sole discretion to determine security acceptability of Successful Proposer personnel at any time during the contract period. At the discretion of County, and consistent with state and federal law, a voice stress analyzer test may be required. Any of Successful Proposer's personnel found to be an unacceptable security risk will not be given access to the Facilities. No new employee shall be brought to the Facilities without the prior approval of the County.
- k. County reserves the right to prior approval of all personnel who work in the Facilities as an employee of the Successful Proposer or under contract or subcontract with the Successful Proposer.
- l. In recognition of the particular safety and security needs of correctional and detention facilities, the Successful Proposer shall agree that in the event County, at its discretion, is dissatisfied with any of the personnel provided under the Agreement, and if the problem cannot be resolved to the satisfaction of the County within thirty (30) days following notice by County to the Successful Proposer, the Successful Proposer shall remove the individual about which dissatisfaction has been expressed and provide replacement coverage by other appropriate personnel until an approved replacement can be found. County agrees to allow the Successful Proposer a reasonable amount of time to find a suitable replacement.

6) Staffing Hours

- a. The Successful Proposer shall maintain minimum staffing levels adequate to meet the actual medical staffing needs of the Facilities. The minimum staffing level maintained by the Successful Proposer shall ensure that the Facilities have 24-hour medical coverage and/or medical personnel available at the Facilities at all times. For the Juvenile Hall and Northern Regional Facility, the Successful Proposer shall make available, at a minimum, regular medical coverage Monday through Friday during business hours, and on off hours/weekends provide medical staff to administer medications and perform medical evaluations/consultations as needed.

- b. The Successful Proposer shall staff the Facilities with medical and dental professionals commensurate with their job duties at the full-time equivalent level and classification as required for the Successful Proposer to fulfill their responsibilities under this Agreement. The Successful Proposer's staffing pattern shall comply with Title 15 of the California Code of Regulations. The Successful Proposer must provide a proposal of staffing coverage to demonstrate compliance with Title 15 of the California Code of Regulations, ensuring 24-hour medical coverage and/or medical personnel available at the Facilities at all times. The minimum staffing level required by Title 15 of the California Code of Regulations shall not be considered proof that the Successful Proposer's level of staffing is, in fact, adequate to meet the actual medical staffing needs of the Facilities.
- c. Notwithstanding the minimum staffing level, it is the responsibility of the Successful Proposer to supply adequate staff and other resources necessary to provide medical services at the Facilities in accordance with all federal, state, and local laws and regulations, as well as NCCHC standards. Any significant change in law that affects the cost of providing services may require re-negotiation of the Professional Services Agreement resulting from this RFP process, and the Successful Proposer agrees to cooperate with County to amend the Professional Services Agreement resulting from this RFP process as necessary to ensure ongoing compliance with all applicable local, state, and federal laws and regulations.
- d. It is incumbent upon the Successful Proposer to promptly report to County any issues which may or does affect the Successful Proposer's ability to meet the minimum staffing level required by California Code of Regulations Title 15, as set forth in Section 4.2 (A)(5)(a-l) of this RFP. In any month in which the Successful Proposer does not meet the minimum staffing level and fails to provide adequate and qualified staff members at the staffing levels established hereunder, the Successful Proposer shall be assessed a daily penalty for each medical personnel position that was under-staffed or staffed with an unqualified person. Positions subject to the penalty assessment include:

Medical Program Manager
Family Nurse Practitioner
Physician Assistant
Registered Nurse
Licensed Vocational Nurse
Medical Director/Physician
Dentist
Dental Assistant

- e. The Successful Proposer shall be responsible for keeping time and attendance accountability records of its personnel and provide appropriate records to County upon demand.

7) Provision of Equipment and Equipment Security

- a. County will provide the space, housekeeping, fixtures, utilities, telephone, security, and other similar items necessary for the efficient operation of the health care system in the Facilities.
- b. The Successful Proposer shall be responsible for the purchase and provision of required pharmaceuticals, medical supplies, instruments, equipment, and medical record supplies to be used at the Facilities, including but not limited to medicines, drugs, dressings, instruments, gloves, and medical/dental personnel wearing apparel.
- c. The Successful Proposer shall be responsible for purchasing required laboratory services and x-ray services to be used at the Facilities for any medical, dental, and psychiatric/behavioral health purposes.

- d. The Successful Proposer shall provide its own computers and internet, excepting network connections required to connect with the certain management systems which will be provided by County.
- e. The Successful Proposer shall maintain all medical and office equipment, regardless of ownership, that is used for the performance of the final Professional Services Agreement resulting from this RFP process.
- f. The Successful Proposer is authorized to use the medical and other equipment of the County currently on the premises. The Successful Proposer agrees to safeguard said equipment and all property of the County. Said equipment is to be used only by those trained and qualified in its use. The Successful Proposer will be held responsible for damage to or loss of equipment and shall reimburse County for all losses resulting from the negligent or careless use of said equipment or other County property or facilities by the Successful Proposer personnel.

8) Medical Records

- a. The Successful Proposer shall be the custodian of record and shall be responsible for the care, custody, maintenance, and security of all medical records, active or inactive, paper or electronic, at the Facilities during the term of the final Professional Services Agreement resulting from this RFP process.
- b. Existing medical records and medical records prepared by the Successful Proposer shall be the property of the County.
- c. The Successful Proposer shall be the custodian of record of the active and inactive medical records generated after the Successful Proposer began operations at the Facilities. In accordance with existing law and standard medical practice, the Successful Proposer shall retain all medical records for a period of seven (7) years from the last date of contact with the inmate or minor, or one (1) year past the age of majority, whichever is longer. Records related to pregnancies shall be retained until the child's age is one (1) year past majority.
- d. The Successful Proposer shall return all inactive and/or active medical records in its possession to the County at the termination of the final Professional Services Agreement resulting from this RFP process or at the conclusion of the retention period, whichever occurs sooner. The Successful Proposer shall prepare and retain a comprehensive list of any and all medical records that are returned to the County, and further agrees to work with the County in good faith to ensure all medical records are returned to County in an orderly manner and with due care to avoid any inadvertent disclosures of confidential patient information. County shall be responsible for record destruction.
- e. The Successful Proposer shall protect any and all confidential information obtained pursuant to the terms and conditions of this Agreement in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- f. The Successful Proposer shall maintain all records in accordance with CCR, Title 15, Section 1205, Medical/Mental Health Records, NCCHC Standards, as well as any and all local federal and state medical confidentiality and privacy laws and regulations.
- g. The Successful Proposer shall ensure that pertinent medical information is prepared to accompany all inmates or minors when transferring to other detention/correctional facilities.
- h. The Successful Proposer shall ensure that its staff documents all health care contacts in the inmate's or minor's medical record using the Problem Oriented Medical Record format.
- i. Upon County's request, the Successful Proposer shall assist County in transitioning all traditional paper medical files to an electronic medical record system.

9) **Medical Waste Management**

The Successful Proposer shall ensure compliance with any and all applicable local, state, and federal requirements for medical waste management, including but not limited to, security, storage, and disposal of medical waste.

10) **Participation in Administrative or Legal Proceedings**

- a. The Successful Proposer shall make its personnel available to testify as necessary and as permitted by law, to allow the County to adequately respond to any administrative or legal action relating to health care services provided at the Facilities, including, but not limited to, civil rights suits or writs of habeas corpus filed by inmates or minors where the inmate or minor puts their medical history, medical condition, or medical status at issue. The Successful Proposer shall also promptly respond in writing to the County's requests for information to allow the County to timely respond to any administrative or legal action brought against the County relating to health care services provided at the Facilities.
- b. The Successful Proposer shall make appropriate medical personnel available to attend any court proceeding, as requested by the County, involving any inmate or minor whose medical history, condition, problem, or status is at issue.
- c. The Successful Proposer shall cooperate fully in aiding the County to investigate, adjust, settle, or defend any claim, action, or proceeding, including writs of habeas corpus, brought against the County in connection with the operation of health care services provided at the Facilities with which the Successful Proposer may be connected.
- d. Inmate Grievances. Upon County's request, and consistent with applicable Facility policy and procedure, the Successful Proposer shall cooperate with County to promptly respond to any grievances made by any inmate concerning any provision of health care services provided at the Facilities.

11) **Third-Party Funds**

Upon the County's request, the Successful Proposer shall cooperate with the County on any effort by the County to apply, request, and/or receive third-party funding for the provision of health care services at the Facilities. The Successful Proposer shall provide appropriate consultation, information, review, or any other appropriate service to the County to assist the County in obtaining additional or new funding for the provision of health care services at the Facilities.

12) **Transition Assistance**

Upon expiration, termination, or cancellation of the Agreement, the Successful Proposer shall assist the County to ensure an orderly transfer of responsibility and/or continuity of those services required under the terms of the final Professional Services Agreement resulting from this RFP process to an organization designated by the County, if requested in writing to provide such assistance. If so requested, the Successful Proposer shall continue providing any part or all of the services in accordance with the terms and conditions of the final Professional Services Agreement resulting from this RFP process for a period not to

exceed thirty (30) calendar days after the expiration, termination, or cancellation date of the final Professional Services Agreement resulting from this RFP process, for a price not to exceed those prices set forth in the final Professional Services Agreement resulting from this RFP process.

13) Confinement Records

County shall allow the Successful Proposer personnel access to inmate confinement records or other data only on a need-to-know basis if necessary, to further the medical care of the inmate. The Successful Proposer personnel shall honor any and all County and Facility rules and establish procedures for safeguarding the confidentiality of such records or data.

14) Discharge or Release From Custody

- a. When an inmate is released from custody, the Successful Proposer shall provide sufficient information to the inmate and/or his/her authorized representative to ensure continuity of care, including providing information relating to an inmate's current treatment plan and ordering any required prescriptions from the pharmacy of the inmate's choosing.
- b. The Successful Proposer and County shall utilize the following procedure when discharging inmates who are clients of the County's Behavioral Health – System of Care.
 - i. County shall notify the Successful Proposer of pending inmate discharge.
 - ii. The Successful Proposer shall obtain a release of medical information from the inmate prior to discharge.
 - iii. At the time of discharge, the Successful Proposer shall fax a list of essential medications to the Local System of Care, as well as a list of the essential medications the inmate received while in custody.

B. Confidentiality Requirements

- 1) The Successful Proposer shall not access any confidential medical information or personally identifiable information except as is absolutely necessary in the course of providing Services required pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
- 2) The Successful Proposer shall not disclose, except as required by law, any confidential medical information or personally identifiable information obtained through the provision of Services required pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
- 3) The Successful Proposer shall not access any confidential proprietary information or records, including, without limitation, information which concerns County's mental health treatment methods, operations and costs, except as absolutely necessary in the course of providing Services required pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
- 4) The Successful Proposer shall not disclose, use or copy any proprietary information obtained during the provision of Services required pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process without first obtaining County's express written consent.

C. Reporting and Notification Requirements

- 1) The Successful Proposer shall prepare a monthly statistical report in a format acceptable to County, which includes health care activities occurring both inside and outside of the

Facilities. This report shall summarize service by type and place performed, work hours by classification and include the status of any third-party cost recoveries. The monthly statistical report shall be delivered to the County by the tenth (10th) day of the following month.

- 2) The Successful Proposer shall submit one (1) electronic copy of any and all reports and/or notifications required pursuant to the terms and conditions of a Professional Services Agreement in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards.
- 3) The Successful Proposer shall submit any and all reports and/or notifications required pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.
- 4) Reporting Requirements
 - a. The Successful Proposer shall prepare a monthly Public Health-related statistical report in a format provided by the County, which includes health-related data, such as infectious disease rates, medication administered average daily inmate population, and health care activities occurring both inside and outside of the Facilities. The monthly statistical report shall be delivered to the County by the tenth (10th) day of the following month.
 - b. The Successful Proposer shall prepare a monthly financial report, which summarizes service by type and place performed, work hours by classification, and include the status of any third-party cost recoveries. The monthly financial report shall be delivered to the County by the tenth (10th) day of the following month.
 - c. The Successful Proposer shall provide the County a report that is consistent with the information required for the daily jail rate report as required by the Board of State and Community Corrections. This report shall separate routine from non-routine medical services, in a format acceptable to the County and State. The information provided by the Successful Proposer shall be sufficient to allow County to successfully claim reimbursements from the State of California for related services, and to bill individuals, if appropriate. The Successful Proposer shall submit this report to County by December 31st for the preceding fiscal year.
 - d. The Successful Proposer shall be responsible for ensuring that its staff reports any problems and/or incidents to County as required during the term of the final Professional Services Agreement resulting from this RFP process.

D. Quality Assurance

- 1) The Successful Proposer shall maintain a comprehensive quality assurance plan.
- 2) The Successful Proposer shall provide County with a copy of said comprehensive quality assurance plan and any updates or revisions to the same. The comprehensive quality assurance plan will be adopted with the mutual concurrence of the Successful Proposer and County on an annual basis.
- 3) The Successful Proposer shall provide County with a monthly statistical report prepared in a format prescribed by the County's Health Officer or designee, which includes health care activities, occurring both inside and outside the facility. This report shall summarize service by type and place performed. This report shall also include cost data for both in-patient and out-patient service, the status of any third-party cost recoveries, and actual number of staff hours to determine compliance with minimum staffing levels as required pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP.

- 4) The Successful Proposer shall confer regularly with the designated representatives of County concerning existing health-related procedures within the Facilities, any proposed changes in health-related procedures, and any other matter which either party deems appropriate.
- 5) The Successful Proposer shall, at least quarterly, provide an adequate Quality Assurance Review Meeting to assess, monitor, and improve, where possible, the care provided by the Successful Proposer's medical and dental staff at the Facilities. An adequate meeting shall, at a minimum, include the Successful Proposer's on-site Medical Director, the Successful Proposer's on-site medical and dental staff, the County's Health Officer, and one representative each from Adult System of Care, Children's System of Care, the Department of Health and Human Services – Public Health, the Humboldt County Sheriff's Office, and the Humboldt County Probation Department. Additionally, at least annually, a dentist provided by the Successful Proposer and a psychiatrist provided by the County shall attend. A written summary of each quarterly meeting shall be distributed to each member of the Quality Assurance Review Meeting. The Successful Proposer shall record this written summary and ensure a copy is delivered to the County; however, individual medical peer review audits shall be distributed to medical personnel members only. In the event that a Quality Assurance Review Meeting does not meet the quarterly attendance requirements, another meeting will be scheduled and properly attended within thirty (30) days. In all cases, the Successful Proposer shall organize these meetings and County shall provide the meeting room.
- 6) A copy of all written audits, findings, corrective action plans, and summaries prepared by the Successful Proposer shall be provided to the County in a timely manner.
- 7) The Successful Proposer shall make all records reasonably required by the County to verify and monitor compliance with the terms of the final Professional Services Agreement resulting from this RFP process.
 - a. Where a review of the medical records reveals that the Successful Proposer has failed to maintain a ninety percent (90%) compliance rate in completion of the histories and physicals for those inmates who are required to have such histories and physicals and who were reasonably available at the time that such medical services were due to have been completed for a one (1) calendar month period, a penalty of one hundred dollars (\$100.00) per inmate or minor who was not successfully assessed shall apply, except when beyond the control of the Successful Proposer.
 - b. Where sick call, as conducted during Monday through Friday, has not been conducted, except for situations where the failure to conduct such sick call is beyond the control of the Successful Proposer, the penalty of three hundred dollars (\$300.00) per normal sick call day per facility shall apply.
 - c. Where the Successful Proposer fails to conduct regularly scheduled medication administration rounds (for medications prescribed by a licensed physician or dentist under contract to the Successful Proposer) to inmates and minors covered by the final Professional Services Agreement resulting from this RFP process, the County may apply a penalty of three hundred dollars (\$300.00) per missed round per facility, but only after providing the Successful Proposer an opportunity to discuss with County the reason for the missed shift. Thereafter, County, in its sole discretion, shall determine whether a penalty is warranted.

SECTION 5.0 PROPOSAL CONTENT FORMATTING REQUIREMENTS

In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposals shall consist of all of the following sections:

- 1.0 Introductory Letter
- 2.0 Table of Contents
- 3.0 Signature Affidavit
- 4.0 Professional Profile
- 5.0 Program Description
- 6.0 Cost Proposal
- 7.0 Supplemental Documentation
- 8.0 References
- 9.0 Evidence of Insurability and Business Licensure
- 10.0 Exceptions, Objections and Requested Changes
- 11.0 Required Attachments

A. 1.0 Introductory Letter:

The introductory letter shall, in one (1) page or less, describe the Proposer's qualifications, experience and vision regarding the provision of Services equivalent to those set forth in this RFP. The introductory letter must also provide the Proposer's contact information, including, without limitation, the name, address and telephone number of a representative that is authorized to communicate with the County on behalf of the Proposer.

B. 2.0 Table of Contents:

Proposals shall include a comprehensive table of contents that identifies submitted material by sections 1.0 through 11.0 in the order listed above, and any subsections thereof, with sequential page numbers.

C. 3.0 Signature Affidavit:

Each Proposal must contain a signed and completed copy of the Signature Affidavit that is attached hereto as Attachment A and incorporated herein by reference as if set forth in full. The Signature Affidavit must be signed by an authorized representative of the Proposer. Signature authorization on the Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any and all remedies authorized by law. Receipt of all Addenda, if any, must be acknowledged on the bottom of the RFP Signature Affidavit.

D. 4.0 Professional Profile:

Proposals shall include a clear and concise narrative that identifies the Proposer's ability to provide Services equivalent to those set forth in this RFP.

- 1) Organization Overview. The Professional Profile must contain an overview of the structure and operation of the Proposer's organization, which includes, at a minimum, all of the following information:
 - a. The Proposer's organization name, physical location, mission statement, accreditation, certification and/or licensure status, legal organizational status, such as partnership, corporation or limited liability company, current staffing levels and overall budget.
 - b. A detailed description of the Proposer's current and previous business activities, including, without limitation:
 - i. The history of the Proposer's organization, including the date when the organization was founded and how innovation and high-quality performance is fostered thereby.
 - ii. The total number of years the Proposer has been operating under the present organization name, and any prior organization names under which the Proposer has provided Services equivalent to those set forth in this RFP.

- iii. The number of years the Proposer has been providing Services equivalent to those set forth in this RFP.
- iv. The total number of government agencies for which the Proposer has provided Services equivalent to those set forth in this RFP.
- v. Indicate if the Proposer as or has not provided mental health services in other county correctional facilities to an adult or juvenile population.
- c. A detailed description of any litigation regarding the provision of Services equivalent to those set forth in this RFP that has been brought by or against the Proposer, including the nature and result of such litigation, if applicable.
- d. A detailed description of any fraud convictions related to the provision of services pursuant to the terms and conditions of public contracts, if applicable.
- e. A detailed description of any current or prior debarments, suspensions or other ineligibility to participate in public contracts, if applicable.
- f. A detailed description of any violations of local, state and/or federal regulatory requirements, if applicable.
- g. A detailed description of any controlling or financial interest the Proposer has in any other organizations, or whether the Proposer's organization is owned or controlled by any other organizations. If the Proposer does not hold a controlling or financial interest in any other organizations, that must be stated.

2) Overview of Qualifications and Experience. The Professional Profile must contain an overview of the Proposer's qualifications and experience regarding the provision of Services equivalent to those set forth in this RFP, which includes, at a minimum, all of the following information:

- a. Identification of the Proposer's management team, key personnel and subcontractors that will be responsible for providing Services equivalent to those set forth in this RFP, including, without limitation, any and all applicable organizational charts and/or diagrams.
- b. A detailed description of the qualifications and experience of key personnel and subcontractors that will be responsible for providing Services equivalent to those set forth in this RFP, including, without limitation, job titles, responsibilities, special training, licenses, certifications and experience with other governmental agencies.
- c. A detailed description of the Proposer's overall experience regarding the provision of Services equivalent to those set forth in this RFP, which includes specific examples of the outcomes and successes of such Services.
- d. A detailed description of the Proposer's overall experience implementing evidence-based practices in relation to the provision of Services equivalent to those set forth in this RFP.
- e. A detailed description of the Proposer's overall knowledge of the legal, billing, organizational productivity and other procedural requirements and standards applicable to the provision of Services equivalent to those set forth in this RFP.

E. 5.0 Program Description:

Proposals shall include a clear and concise project description which identifies the Proposer's ability to comply with the requirements set forth in this RFP and the sample Professional Services Agreement attached hereto.

1) Description of Services. The Program Description must contain an overview of the Services that will be provided as part of the proposed program, which includes, at a minimum, all of the following information:

- a. A detailed description of any Services set forth in this RFP that will not be provided as part of the proposed program.

- b. A detailed description of any additional Services equivalent to those set forth in this RFP that will be provided as part of the proposed program.
- c. A detailed description of how the Proposer will provide Services equivalent to those set forth in this RFP which includes, without limitation, any and all evidence-based practices that will be utilized thereby.
- d. A detailed description of the systems and processes that will be utilized to collect data related to, and evaluate the effectiveness of, the Services provided as part of the proposed program which includes, without limitation, the process for collecting and analyzing program and client-level data, the process for measuring the success of the services being provided and the steps that will be taken if identified performance targets are not met.
- e. A detailed description of any procedural techniques that the Proposer believes may add value to the Services that will be provided as part of the proposed treatment program.

2) Quality Assurance Capabilities. The Program Description shall include an overview of the Proposer's policies and procedures regarding quality control, which includes, at a minimum, all of the following information:

- a. A detailed description of the Proposer's understanding of the requirements, challenges and potential hurdles applicable to the provision of Services equivalent to those set forth in this RFP.
- b. A detailed description of the specific management strategies that will be utilized to assure satisfactory performance of Services equivalent to those set forth in this RFP.
- c. A detailed description of how the availability of key personnel, and the expected communication channels between the Proposer and County will ensure that Services equivalent to those set forth in this RFP will be performed to the County's satisfaction, including, without limitation, how potential problems and/or disputes will be resolved.

3) Proposed Staffing Plan. The Successful Proposer shall staff the Facilities with medical and dental professionals commensurate with their job duties at the full-time equivalent level and classification as required for the Successful Proposer to fulfill their responsibilities under this Agreement. The Successful Proposer's staffing pattern shall comply with Title 15 of the California Code of Regulations.

F. 6.0 Cost Proposal:

1) Price Quotes. Proposals shall include an itemized list of any and all costs and expenses associated with the provision of Services equivalent to those set forth in this RFP. Cost information should be presented in a form that is substantially similar to the Cost Proposal Form that is attached hereto as Attachment B and incorporated herein by reference as if set forth in full. In addition to the above-referenced cost information, Proposals should also include a detailed explanation of how the costs and expenses in each budget line item were estimated and the justification for such costs and expenses. It should be noted that administrative costs not to exceed ten percent (10%) of the overall cost of the proposed project may be included in the total program budget set forth in the price quote.

2) General Instructions and Requirements. The following is an outline of the general information and requirements applicable to price quotes:

- a. Price quotes shall be valid for a minimum of one hundred eighty (180) days from the Proposal submission deadline of December 3, 2021.
- b. Price quotes shall include any exceptions, deviations and clarifications pertinent to the provision of Services equivalent to those set forth in this RFP that may assist in the evaluation of such price quotes.

- c. The total budget set forth in the price quote shall not exceed any local, state or federal maximum allowances applicable to the provision of Services equivalent to those set forth in this RFP.

G. 7.0 Supplemental Documentation:

Proposals shall include a list of any and all documents that will assist the County in evaluating the Proposer's ability to comply with the requirements set forth in this RFP and the sample Professional Services Agreement attached hereto, including, without limitation, any and all administrative policies, procedures and best practices that will be used to facilitate the provision of Services equivalent to those set forth in this RFP and any and all required licensure, certification and/or accreditation documents.

H. 8.0 References

- 1) Reference Data Sheet. Proposals shall include a complete and verified copy of the Reference Data Sheet that is attached to this RFP as Attachment C and incorporated herein by reference, which includes present and past performance information from a minimum of three (3) former clients, preferably governmental agencies, to whom the Proposer has provided Services equivalent to those set forth in this RFP within the past five (5) years.
- 2) Required Information. The performance information provided with each reference must be clearly correlated to the provision of Services equivalent to those set forth in this RFP. Each reference must include, at a minimum, all of the following information:
 - a. The name, physical address, email address and telephone number for the current contact person of each referenced client.
 - b. The dates on which Services equivalent to those set forth in this RFP were provided to each referenced client.
 - c. A detailed description of the Services performed for each referenced client, including, without limitation, the time period in which such Services were delivered.
 - d. A detailed description of how the Services provided by the Proposer led to accomplishment of each referenced client's objectives.
 - e. A verification that all information provided in the Reference Data Sheet is true and correct to the best of the Proposer's knowledge.

I. 9.0 Evidence of Insurability and Business Licensure:

All Proposers shall submit evidence of eligibility for all insurances required by the sample Professional Services Agreement attached hereto. Upon the award of the Professional Services Agreements, each Successful Proposer will have ten (10) calendar days to produce certificates of the required insurance, including a certified endorsement naming the County as an additional insured. Additional insurance should not be purchased until the Professional Services Agreements have been awarded. In addition, all Proposers shall certify the possession of any and all licenses and/or certifications required for the provision of Services equivalent to those set forth in this RFP.

J. 10.0 Exceptions, Objections and Requested Changes:

Proposers should carefully review the terms, conditions and requirements set forth in this RFP prior to submitting a Proposal in response hereto. Any exceptions, objections or requested changes to any portion of this RFP shall be clearly identified and explained in the Proposal. Descriptions of any exceptions, objections or requested changes should include the page and section number of the referenced portion of this RFP. Protests based on any exception, objection or requested change shall be considered waived and invalid by the County,

if the exception, objection or requested change is not clearly identified and adequately explained in the Proposal.

K. 11.0 Required Attachments:

In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposals must contain any and all required attachments. Failure to include any of the following attachments may result in the rejection of the Proposal:

Attachment 1 – RFP Signature Affidavit See Section 5.0 (C)
Attachment 2 – Cost Proposal See Section 5.0 (F)
Attachment 3 – Supplemental Documentation See Section 5.0 (G)
Attachment 4 – Reference Data Sheet See Section 5.0 (H)(1)

5.1 Responses to Mandatory Requirements

No interpretation made to any respondent as to the meaning of the RFP will be binding on the County of Humboldt unless repeated in writing and distributed as an addendum to the RFP by the County of Humboldt. Interpretations and/or clarifications may be requested in writing from the County of Humboldt, to the attention of:

Captain Duane Christian
Facility Manager
County of Humboldt
c/o Sheriff's Office
825 5th Street
Eureka, CA 95501

All such written requests will specify the Section(s), Subsections(s), Paragraph(s), and page number(s) to which the request refers. Deadline for these requests is **November 24, 2021**.

SECTION 6.0 SUBMISSION

6.1 Submission

Proposers shall prepare and submit one (1) original Proposal or one (1) electronic copy thereof, in PDF format on a CD, DVD or flash drive, by **5:00 p.m. Pacific Standard Time, December 6, 2021**. Proposals shall be signed by an authorized representative of the Proposer and placed in a sealed envelope clearly marked as **“RFP #DHHS2021-06”** along with the name and address of the Proposer and the closing date and time for submission of Proposals. Proposals that are unsigned, or signed by an individual not authorized to bind the Proposer, will be considered nonresponsive and rejected. Proposals shall be personally delivered or mailed to:

County of Humboldt
Sheriff's Office
Attn: Captain Duane Christian
825 5th Street
Eureka, CA 95501
RFP #DHHS2021-06
Email: dchristian@co.humboldt.ca.us

Proposals submitted to any other County office will be rejected and returned to the Proposer unopened. Additionally, time is of the essence, and any Proposal received after the above-

referenced date and time for submittal, whether by mail or otherwise, will be rejected and returned to the Proposer unopened. It is the sole responsibility of the Proposer to ensure that its Proposal is received before the submittal deadline and postmarks will not be accepted in lieu of this requirement. However, nothing in this RFP precludes the County from extending the deadline for submission of Proposals, or from requesting additional information at any time during this RFP process.

6.2 Submission Requirements

In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process, all of the following conditions must be satisfied:

- A. All proposals must be submitted in accordance with the standards and specifications contained within this Request for Proposal (RFP) and must contain the Signature RFP #DHHS2021-06 Affidavit attached hereto as Attachment A - RFP Signature Affidavit which certifies Proposer's intent to adhere to the requirements specified.
- B. The Signature Affidavit page of a responsive proposal must be signed appropriately complete with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company. Proposals must be submitted by a single Proposer. Collaborative and/or multi-agency Proposals will not be considered for award.
- C. The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of a proposal.
- D. Any Proposer who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that the modified proposal is resubmitted before the deadline of December 6, 2021. Proposals cannot be changed or modified after the date and time designated for receipt.
- E. Proposals must be typed uniformly on letter size (8 1/2" X 11") white paper, single sided or double sided, each section clearly titled and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be complete and specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be acknowledged on the bottom of the RFP Signature Affidavit Sheet (page 5).
- F. Proposals must be received by **December 6, 2021, 5:00 P.M.** (Pacific Daylight Time). Late, faxed, emailed or unsigned proposals will not be accepted. Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other County office other than the County Sheriff's Office will be rejected.
- G. The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are not required or recommended.
- H. Proposals must provide information which enables the County to properly evaluate the Proposer's ability to perform Services equivalent to those set forth in this RFP in a manner that is concise and to the point.
- I. Proposals must provide information which enables the County to properly evaluate the Proposer's ability to comply with the requirements set forth in this RFP and the sample

Professional Services Agreement attached hereto in a manner that is concise and to the point.

J. Any and all information, statements, letters and other documentation and attachments required by this RFP must be included in the original Proposal and the electronic copy thereof.

SECTION 7.0 PUBLIC RECORDS AND TRADE SECRETS

All proposals and materials submitted become the property of the County and are subject to disclosure under the Public Records Act (Government Code § 6250 et seq.). This Request for Proposal and all responses are considered public information, except for specifically identified trade secrets, which will be handled according to applicable state laws and regulations. Any page of the proposal that is deemed to be a trade secret by the Proposer shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters. Proprietary information will not be released, if Proposer agrees to indemnify, defend, and hold harmless the County in any action brought to compel disclosure of such information. The Proposer, by submitting proprietary information, agrees that the County's failure to contact the Proposer prior to the release of such information will not be a basis for liability by County or any County employee.

SECTION 8.0 EXCEPTIONS TO SPECIFICATIONS

Proposers taking exception to any part or section of these specifications shall indicate such exceptions in the proposal. Failures to indicate any exceptions shall be interpreted as the proposer's intent to fully comply with the specifications as written, however, conditional or qualified proposals are subject to rejection in whole or in part.

SECTION 9.0 EXPENSES INCURRED IN PROPOSAL PREPARATION

The County accepts no responsibility for any expense incurred by Proposer in the preparation and presentation of a proposal, such expenses to be borne exclusively by the Proposer.

SECTION 10.0 PROPOSER INVESTIGATIONS

Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain the full performance of the contract and to verify any representations made by the County that the proposer will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful proposer from its obligation to comply with every detail of all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the proposer.

SECTION 11.0 PROPOSAL WITHDRAWAL

A Proposer may withdraw its Proposal at any time prior to the above-referenced deadline for submission of Proposals by submitting written notification of withdrawal signed by an authorized representative of the Proposer. Proposers must retrieve the entire sealed Proposal package in person. Proposals will become the County's property after the submission deadline has passed.

SECTION 12.0 APPLICABLE LAW

The solicitation and any contract resulting from this solicitation shall be governed in all respects by the laws of the State of California and any litigation with respect thereto shall be brought in the courts of this State in the County of Humboldt. The successful Proposer shall comply with all applicable federal, state, and local laws and regulations.

SECTION 13.0 EVALUATION CRITERIA AND REVIEW PROCESS

After the Proposals are received and opened by the County, the County will review and evaluate all Proposals for responsiveness to this RFP, in order to determine whether the Proposer possesses the qualifications and experience necessary to provide Services equivalent to those set forth in this RFP. In evaluating the Proposals, the County shall employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:

- **Service Requirements – [25] Points:** The Proposer's ability to provide Services equivalent to those set forth in this RFP in accordance with the requirements contained herein and the sample Professional Services Agreement attached hereto, beginning no later than April 1, 2022.
- **Organizational Experience and Capacity – [25] Points:** The Proposer's experience in providing Services equivalent to those set forth in this RFP.
- **Commencement of Services – [20] Points:** The Proposer's ability to start providing Services equivalent to those set forth in this RFP by the date currently scheduled as the start date of any Professional Services Agreements resulting from this RFP process.
- **Overall Cost of Services – [20] Points:** The Proposer's ability to provide Services equivalent to those set forth in this RFP in a cost-efficient manner.
- **Other Criteria – [10] Points:** The overall impression of the Proposer's ability to provide Services equivalent to those set forth in this RFP.

All Proposals will be evaluated by an impartial RFP Evaluation Committee comprised of County Staff members and other parties that have expertise regarding, or experience with, the provision of Services equivalent to those set forth in this RFP. The RFP Evaluation Committee may directly request clarification of Proposals, and/or interviews with, one (1) or more Proposers. The purpose of any such requests for clarifications or interviews shall be to ensure the RFP Evaluation Committee's full understanding of the Proposer's ability to perform Services equivalent to those set forth in this RFP. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing, as appropriate. Any delay caused by a Proposer's failure to respond to such a request for clarification or interview may result in the rejection of the Proposal.

The evaluation, review and selection process set forth herein is designed to award Professional Services Agreements to Proposers with the best combination of attributes based upon the above-referenced evaluation criteria. Accordingly, Proposals will be evaluated against the evaluation criteria set forth in this RFP and not against other Proposals. The award of Professional Services Agreements, if made by the County, will be based upon a total evaluation of each Proposal and the projected costs associated therewith.

All contacts made with the County during the evaluation, review and selection process shall be through Humboldt County Sheriff's Office Facility Manager, Captain Duane Christian (see Section 5.1 for contact information). Attempts by the Proposer to contact any other County representative during the review and selection process may result in rejection of the Proposal. Conflict resolution shall be handled by County staff upon receiving a written statement from the Proposer about this RFP process.

SECTION 14.0 SELECTION PROCESS

Following the evaluation of the submitted proposals a recommendation will be made to the stakeholders. County staff will notify each proposer of the acceptance or rejection of their proposal. Selection of proposer and final contract will be subject to approval by the Board of Supervisors.

Conflict resolution shall be handled by County staff upon receiving a written statement from the proposer about the procurement process. The County reserves the right to award a contract or contracts to Proposer that presents a proposal which, in the sole judgment of the County, serves the best interest of the County. The County reserves the right to reject any and all proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Proposer.

At the conclusion of the review, evaluation, selection, contract negotiation and approval processes set forth in this RFP, a final Professional Services Agreement pertaining to the provision of the Services set forth herein will be awarded to the Successful Proposer. It is anticipated that the final Professional Services Agreement resulting from this RFP process will begin on April 1, 2022 and expire on June 30, 2025, unless sooner terminated as set forth therein or extended through a duly executed written amendment thereto.

SECTION 15.0 CONFLICT OF INTEREST

Proposer warrants and covenants that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract without immediate divulgence of such fact to the County.

SECTION 16.0 CONTRACT DEVELOPMENT, TERMS AND CONDITIONS

16.1 Contract Negotiation Process:

Once the evaluation, review and selection process set forth in this RFP has been completed, the County will notify each Proposer of the final rankings and negotiate the terms and conditions of the final Professional Services Agreements with the highest-ranking Proposers. The highest-ranking Proposers shall participate in the contract negotiation process in accordance with direction from the County. Any delay caused by a Proposer's failure to participate in good faith contract negotiations may lead to rejection of the Proposal.

16.2 Scoping Meetings:

The highest-ranking Proposers may be asked to attend a scoping meeting to ensure that the Proposers have a full understanding of the terms, conditions and requirements that will be included in the final Professional Services Agreements. The Scoping meeting will also provide

the highest-ranking Proposers with an opportunity to ask questions regarding the Services that they will be expected to provide pursuant to the terms and conditions of the final Professional Services Agreements.

16.3 Award of Agreements:

If the County determines, after the completion of the contract negotiation process, to award contracts for the provision of Services equivalent to those set forth in this RFP, final Professional Services Agreements shall be sent to the Successful Proposers for signature. Once signed copies have been returned to the County, the final Professional Services Agreements will be submitted to the Humboldt County Board of Supervisors for review and approval. The County hereby reserves the right to award Professional Services Agreements to the Proposers which, in the sole judgment of the County, meets the County's objective of providing medical Services to inmates housed at Humboldt County correctional facilities. No Proposal shall be binding upon the County until an Agreement is signed by duly authorized representatives of both the Successful Proposers and the County.

16.4 Contractual Requirements:

- A. Term. The final Professional Services Agreement resulting from this RFP process shall begin upon execution thereof. The County shall have the right to extend the term of, and increase the maximum amount payable under, any Professional Services Agreement resulting from this RFP process based on the availability of funds.
- B. Termination for Cause. If, in the County's opinion, a Successful Proposer fails to adequately provide the agreed upon Services within the applicable timelines or otherwise fails to comply with the terms and conditions set forth in any Professional Services Agreement resulting from this RFP process, or violates any local, state or federal law, regulation or standard applicable to the performance thereof, the County may immediately terminate the Professional Services Agreement or reduce the amount of compensation to be paid to the Successful Proposer pursuant to the terms and conditions thereof.
- C. Termination without Cause. The County may terminate any Professional Services Agreement resulting from this RFP process without cause upon thirty (30) days advance written notice.
- D. Termination due to Insufficient Funding. The County's obligations under any and all Professional Services Agreements resulting from this RFP process shall be contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, the County shall, in its sole discretion, have the right to terminate any Professional Services Agreements resulting from this RFP process upon seven (7) days advance written notice.
- E. General Reporting Requirements. In connection with the execution of any Professional Services Agreements resulting from this RFP process, the Successful Proposers will be required to provide the County with any and all reports that may be required by any and all local, state and/or federal agencies. Any and all reports required pursuant to the terms and conditions of any Professional Services Agreement resulting from this RFP process shall be prepared using the format required by the State of California, as appropriate, and be submitted in accordance with any and all applicable timeframes and accessibility requirements.
- F. Preparation and Maintenance of Performance and Clinical Records. In connection with the execution of any Professional Services Agreements resulting from this RFP process, the

Successful Proposers will be required to prepare accurate and complete financial, performance and clinical records, documents and other evidence relating to the provision of Services equivalent to those set forth herein, and to maintain and preserve said records for at least ten (10) years from the date of final payment under such Professional Services Agreements, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.

G. Inspection of Performance and Clinical Records. In connection with the execution of any Professional Services Agreements resulting from this RFP process, the Successful Proposers will be required to make any and all financial, performance and clinical records, documents and other evidence relating to the provision of Services equivalent to those set forth herein available during normal business hours to inspection, audit and reproduction by the County and any other duly authorized local, state and/or federal agencies, including, without limitation, the California Department of Health Care Services the California State Auditor's Office. Successful Proposers will also be required to allow interviews of any of its employees who might reasonably have information related to such records by the County and any other duly authorized local, state and/or federal agencies.

H. Project Monitoring. In connection with the execution of any Professional Services Agreements resulting from this RFP process, the County will have the right to monitor any and all activities related to the provision of Services equivalent to those set forth herein, including, without limitation the right to review and monitor the Successful Proposers' records, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of such Professional Services Agreements. The Successful Proposers will be required to cooperate with corrective action plans, if deficiencies in their records, procedures or operations are identified by the County. However, the County will in no way be responsible, or held accountable, for overseeing or evaluating the adequacy of the Successful Proposers' performance.

I. Disclosure of Confidential Information. In connection with the execution of this Agreement, Contractor hereby agrees to protect any and all confidential information obtained pursuant to the terms and conditions of this Agreement in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

J. Non-Discrimination Compliance. In connection with the execution of any Professional Services Agreements resulting from this RFP process, the Successful Proposers will be required to comply with any and all applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of

Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws, regulations and standards, all as may be amended from time to time.

- K. Hold Harmless/ Indemnification Agreement. In connection with the execution of any Professional Services Agreements resulting from this RFP process, the Successful Proposers will be required to hold harmless, defend and indemnify the County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the Successful Proposers' negligent performance of, or failure to comply with, any of the obligations contained in such Professional Services Agreements, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.
- L. Nuclear Free Clause. In connection with the execution of any Professional Services Agreements resulting from this RFP process, the Successful Proposers will be required to certify that it is not a Nuclear Weapons Contractor, as that term is defined by the Nuclear Free Humboldt County Ordinance. The County shall have the right to immediately terminate the Professional Services Agreement if it is determined that a Successful Proposer falsified the above-referenced certification or subsequently becomes a Nuclear Weapons Contractor.
- M. Compliance with Applicable Laws and Licensure Requirements. In connection with the execution of any Professional Services Agreements resulting from this RFP process, the Successful Proposers will be required to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the provision of Services equivalent to those set forth herein. In addition, Successful Proposers will be required to comply with any and all applicable local, state and federal licensure, certification and accreditation requirements.
- N. Jurisdiction and Venue. Any and all Professional Services Agreements resulting from this RFP process shall be governed in all respects by the laws of the State of California. Any disputes related to the terms and conditions of any Professional Services Agreements resulting from this RFP process shall be litigated in the State of California, and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.
- O. Assignment. Any and all Professional Services Agreements resulting from this RFP process shall not be assignable by the Successful Proposers without prior approval from the County.
- P. Insurance Requirements. In connection with the execution of any Professional Services Agreements resulting from this RFP process, the Successful Proposers will be required to maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance, workers' compensation and professional liability policies. The Successful Proposers shall furnish the County with certificates and original endorsements effecting any and all required insurance coverage prior to the County's execution of any Professional Services.
- Q. Ownership and Control. The successful Proposer will be required to provide information on its ownership and control as provided in 42 Code of Federal Regulations sections 455.101 and 455.104. All copies and contents thereof of any proposal, attachment, and explanation thereto submitted in response to the RFP, except copyrighted material, will become the property of the County of Humboldt. All copyrighted material must be clearly marked.

R. Period of Award. The expected period of award is for three years, April 1, 2022 through June 30, 2025.

SECTION 17.0 RESERVATION OF RIGHTS

The County hereby reserves the right to cancel this RFP process, at any time after the issuance of this RFP, if the County determines that cancellation is in the County's best interest for any reason, including, without limitation: the Proposals did not independently arrive in open competition, were collusive or were not submitted in good faith, or the County determines, after review and evaluation of the Proposals, that the County's needs can be satisfied through an alternative method.

The County reserves the right to amend or modify the scope of Services set forth in this RFP prior to the award of any final Professional Services Agreements, as necessity may dictate, and to reject any and all Proposals received in response hereto. This RFP does not commit the County to any Professional Services Agreements for the provision of Services equivalent to those set forth herein, or to pay any costs incurred in the preparation of any Proposals.

SECTION 18.0 NEGOTIATIONS

The County reserves the right to negotiate prior to contract execution with any Proposer. Items that may be negotiable include, but are not limited to, types and scope of services and activities, administration and program structure, and performance criteria. Negotiable items must be consistent with the original proposal submitted, including proposed costs.

SECTION 19.0 INQUIRY

Proposers shall be responsible for meeting all of the requirements set forth in this RFP and the sample Professional Services Agreement attached hereto. If a Proposer discovers any ambiguity, discrepancy, omission or other error in this RFP or the sample Professional Services Agreement attached hereto, a written request for clarification or correction should be immediately submitted to the County at the following address:

Captain Duane Christian
Facility Manager
c/o Humboldt County Sheriff's Office
825 5th Street
Eureka, CA 95501
Email: dchristian@co.humboldt.ca.us

Any and all requests for clarification or correction and any other questions pertaining to this RFP must be received by the County on or before **November 24, 2021**. All responses to such requests for clarification or correction and written questions received by the County will be posted on the County's Purchasing website on or before **November 30, 2021**.

REQUEST FOR PROPOSALS #DHHS2021-06
PROVISION OF MEDICAL SERVICES AT HUMBOLDT COUNTY CORRECTIONAL AND
DETENTION FACILITIES

ATTACHMENT A – RFP SIGNATURE AFFIDAVIT

Humboldt County RFP # DHHS2021-06 RFP Signature Affidavit	
Name of Firm	
Street Address	
City, State, Zip	
Contact Person	
Telephone Number	
Fax Number	
Email	

All proposals and materials submitted become the property of the County and are subject to disclosure under the Public Records Act (Government Code § 6250 *et seq.*). This Request for Proposal and all responses are considered public information, except for specifically identified trade secrets, which will be handled according to applicable state laws and regulations.

Government Code Sections 6250 *et seq.*, the “Public Records Act”, defines a public record as any writing containing information relating to the conduct of public business.

In signing this proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above firm and hereby agrees to all the terms, conditions, and specifications required by the County in this Request for Proposal and declare that the proposal and pricing are in conformity therewith.

Signature

Date

Name (type or print)

Title

This firm hereby acknowledges receipt / review of the following addendum(s) (if any).

Addendum # _____ Addendum # _____ Addendum # _____ Addendum # _____

REQUEST FOR PROPOSALS #DHHS2021-06
PROVISION OF MEDICAL SERVICES AT HUMBOLDT COUNTY CORRECTIONAL AND
DETENTION FACILITIES

ATTACHMENT B – COST PROPOSAL FORM

Itemize all costs that will be incurred by the County for the provision of Services set forth in RFP #DHHS2021-06 Price Quotes shall include any and all costs associated with the provision of such Services. A narrative should be attached to clarify any pricing data submitted.

A. Personnel Costs	
Title:	
Salary:	
Duties Description:	\$0.00
Title:	
Salary:	
Duties Description:	\$0.00
Title:	
Salary:	
Duties Description:	\$0.00
	Total Personnel Costs:
	\$0.00
B. Operational Costs	
Title:	
Description:	\$0.00
Title:	
Description:	\$0.00
Title:	
Description:	\$0.00
	Total Operational Costs:
	\$0.00
C. Consumables/Supplies	
Title:	
Description:	\$0.00
Title:	
Description:	\$0.00
Title:	
Description:	\$0.00
	Total Consumable/Supplies:
	\$0.00
D. Transportation/Travel	
Title:	
Description:	\$0.00
	Total Transportation/Travel:
	\$0.00
E. Other Costs	
Title:	
Description:	\$0.00
	Total Other Costs:
	\$0.00
	Total :
	\$0.00

Personnel: include all employee costs, but not independent contractors. List each employee type separately.

Operational: include all direct and indirect expenses for the project, except consumable supplies and travel. Include such things as rent, office supplies, postage, paper, communications, equipment, contract labor or services, and overhead or administrative costs. Please list each type of cost separately.

Consumables: includes items that will be used-up/consumed by participants or staff - food, meal or meeting supplies, etc.

Transportation: vehicle purchase or rental costs, employee per-mile reimbursements, and other travel-related expenses.

Other Costs: includes anything not already covered in the budget categories above. List each expense separately.
Overhead and administrative costs may not exceed 10% of the total modified total costs, per OMB Federal Guidance.

REQUEST FOR PROPOSALS #DHHS2021-06
PROVISION OF MEDICAL SERVICES AT HUMBOLDT COUNTY CORRECTIONAL AND
DETENTION FACILITIES

ATTACHMENT C – REFERENCE DATA SHEET

REFERENCE DATA SHEET		
Provide a minimum of two (2) references with name, address, contact person and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the Humboldt County does not qualify.		
NAME OF AGENCY:		
STREET ADDRESS:		
CITY, STATE, ZIP:		
CONTACT PERSON:		EMAIL:
PHONE #:		FAX #:
Department Name:		
Approximate County (Agency) Population:		
Number of Departments:		
General Description of Scope of Work:		
NAME OF AGENCY:		
STREET ADDRESS:		
CITY, STATE, ZIP:		
CONTACT PERSON:		EMAIL:
PHONE #:		FAX #:
Department Name:		
Approximate County (Agency) Population:		
Number of Departments:		
General Description of Scope of Work:		

Applicant Tracking System Implementation Date:		
NAME OF AGENCY:		
STREET ADDRESS:		
CITY, STATE, ZIP:		
CONTACT PERSON:		EMAIL:
PHONE #:		FAX #:
Department Name:		
Approximate County (Agency) Population:		
Number of Departments:		
General Description of Scope of Work:		

REQUEST FOR PROPOSALS #DHHS2021-06
PROVISION OF MEDICAL SERVICES AT HUMBOLDT COUNTY CORRECTIONAL AND
DETENTION FACILITIES

ATTACHMENT C – SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[NAME OF CONTRACTOR]
FOR FISCAL YEARS 2021-2022 THROUGH 20[]-20[]

This Agreement, entered into this _____ day of _____, 20[], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and [Name of Contractor], a [Name of State] [type of business], hereinafter referred to as “CONTRACTOR,” is made upon the following considerations:

WHEREAS, COUNTY, by and through the Humboldt County Sheriff’s Office – [Name of Division] (“[Name of Division]”), desires to retain a qualified professional to provide [general description of the services that will be provided]; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the [type of services that will be provided] services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **DESCRIPTION OF SERVICES:**

CONTRACTOR hereby agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the Humboldt County Sheriff, or a designee thereof, hereinafter referred to as “Sheriff.”

2. **TERM:**

This Agreement shall begin on April 1, 2022 and shall remain in full force and effect until [] [], 20[], unless sooner terminated as provided herein.

3. **TERMINATION:**

A. **Termination for Cause.** COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the services required

hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [] Dollars (\$ __, ___.__). In no event shall the maximum amount paid under this Agreement exceed [] Dollars (\$ __, ___.__) for fiscal year 2021-2022 and [] Dollars (\$ __, ___.__) for fiscal year 20[]-20[]. CONTRACTOR hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Third-Party Liability. Except as provided herein, COUNTY shall be solely responsible for compensating CONTRACTOR for the services provided pursuant to the terms and conditions of this Agreement. However, CONTRACTOR hereby agrees to assist COUNTY with any and all efforts to obtain authorized share of cost payments from third-party funding sources, including, without limitation, third-party health insurance coverage and potential tort, casualty and workers' compensation awards, for services provided pursuant to the terms and conditions of this Agreement.

D. **Additional Services.** Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. **PAYMENT:**

CONTRACTOR shall submit to COUNTY monthly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement no later than thirty (30) days after the end of each month. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination of this Agreement. Invoices shall be prepared using a format that is substantially similar to the format set forth in Exhibit C – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Sheriff's Office – [Name of Division]
 Attention: [Name of Contact Person], [Job Title]
 [Street Address]
 [City], [State] [Zip Code]

6. **NOTICES:**

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Sheriff's Office – [Name of Division]
 Attention: [Name of Contact Person], [Job Title]
 [Street Address]
 [City], [State] [Zip Code]

CONTRACTOR: [Name of Contractor]
 Attention: [Name of Contact Person], [Job Title]
 [Street Address]
 [City], [State] [Zip Code]

7. **REPORTS:**

CONTRACTOR hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all

reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

8. **RECORD PREPARATION, RETENTION AND INSPECTION:**

- A. **Preparation of Performance Records.** CONTRACTOR shall prepare and maintain, in accordance with all applicable local, state and federal laws, regulations and standards, any and all records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation, documents regarding CONTRACTOR's accounting procedures and practices, necessary to properly reflect all direct and indirect costs of any nature claimed to have been incurred in the performance of the services provided hereunder, including, but not limited to, any and all matching costs and expenses.
- B. **Preparation of Clinical Records.** CONTRACTOR shall timely prepare and maintain, in accordance with any and all applicable local, state and federal laws, regulations and standards, an accurate, complete and legible "Clinical Record" for each client who receives services pursuant to the terms and conditions of this Agreement. Clinical Records prepared and maintained pursuant to the terms and conditions of this Agreement shall contain sufficient detail to permit and facilitate effective internal professional review, external medical audit processes and adequate follow-up treatment. For purposes of this provision, "Clinical Records" shall include, without limitation, any and all physical and electronic books, records, documents and other evidence of medical treatment originated or prepared as part of CONTRACTOR's performance of the services provided pursuant to the terms and conditions of this Agreement, including, but not limited to, any and all treatment records, medical charts, prescription files and other documentation pertaining to the services provided hereunder.
- C. **Preparation of Clinical Documentation.** CONTRACTOR shall timely prepare and maintain, in accordance with any and all applicable local, state and federal laws, regulations and standards, any and all "Clinical Documentation," necessary to disclose how CONTRACTOR discharged its duties hereunder. Clinical Documentation shall identify all of the following: the quantity and quality of the services provided pursuant to the terms and conditions of this Agreement; the names of, and all other necessary identifying information pertaining to, clients who received such services; the manner in which CONTRACTOR administered the provision of such services; and the cost of, and the manner and amount of payment made for, such services. For purposes of this provision, "Clinical Documentation" shall include, without limitation, any and all physical and electronic books, records, documents and other evidence of medical treatment originated or prepared as part of CONTRACTOR's performance of the services provided pursuant to the terms and conditions of this Agreement, including, but not limited to, working papers, performance reports, financial records and other documentation pertaining to the services provided hereunder.

D. Record Preservation. CONTRACTOR shall preserve, in accordance with any and all applicable local, state and federal laws, regulations and standards, any and all records and documentation prepared and maintained pursuant to the terms and conditions of this Agreement for a period of seven (7) years after final payment hereunder, and for such longer period, if any, as required by applicable statute or this Agreement.

1. If this Agreement is completely or partially terminated, any and all records and/or documentation relating to the terminated services shall be preserved and made available for a period of seven (7) years from the date of any resulting final settlement.
2. If any litigation, claim, negotiation, audit or other action involving any records and/or documentation prepared and maintained pursuant to the terms and conditions of this Agreement is initiated before the expiration of the above-referenced seven (7) year period, such records and/or documentation shall be retained until completion of the action and resolution of any and all issues arising therefrom, or until the end of the seven (7) year period, whichever is later.

E. Record Inspection. CONTRACTOR shall make, in accordance with any and all applicable local, state and federal laws, regulations and standards, any and all records and documentation prepared and maintained pursuant to the terms and conditions of this Agreement immediately available, during normal business hours, for inspection, audit and reproduction by COUNTY, and any other duly authorized local, state or federal agencies, for a period of seven (7) years after final payment hereunder, and for such longer period, if any, as required by applicable statute or this Agreement. CONTRACTOR shall also allow interviews of any employees who might reasonably have information related to any records and/or documentation prepared pursuant to the terms and conditions of this Agreement by COUNTY and any other duly authorized local, state or federal agencies during the above-referenced seven (7) year period.

9. AUDIT AND EXAMINATION OF PERFORMANCE AND CLINICAL RECORDS:

In accordance with any and all applicable local state and federal laws, regulations and standards, including, without limitation, California Government Code Section 8546.7, any all records, documentation, reports and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and any subcontracts related hereto, shall be subject to the examination and audit by COUNTY, the California Department of General Services, the Bureau of State Audits and any other duly authorized local, state or federal agencies. CONTRACTOR hereby agrees to allow COUNTY, and any other duly authorized local, state or federal agencies, to access such records, documentation, reports and other evidence, during normal business hours, for a period of seven (7) years after final payment hereunder, and for such longer period, if any, as required by applicable statute or any provision of this Agreement.

////

10. **MONITORING:**

CONTRACTOR hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR shall cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

11. **CONFIDENTIAL INFORMATION:**

- A. **Disclosure of Confidential Information.** CONTRACTOR hereby agrees to protect any and all confidential information obtained pursuant to the terms and conditions of this Agreement in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. **HIPAA Business Associate Requirements.** CONTRACTOR hereby agrees to adhere to the terms and conditions set forth in Exhibit D – County of Humboldt HIPAA Business Associate Agreement, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. **Continuing Compliance with Confidentiality Requirements.** Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

12. **PATIENTS' RIGHTS:**

- A. **Specific Rights.** During the performance of this Agreement, each party hereto shall comply with any and all applicable local, state and federal policies and procedures

pertaining to patients' rights, and shall ensure that its staff and subcontractors take those rights into account when providing services hereunder, including, without limitation, the right to:

1. Receive information in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.
2. Be treated with respect and with due consideration for his or her dignity and privacy.
3. Receive information on available treatment options and alternatives, presented in a manner appropriate to his or her condition and ability to understand.
4. Participate in decisions regarding his or her health care, including, without limitation, the right to refuse treatment.
5. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation.
6. Request and receive a copy of his or her medical records, and to request that they be amended or corrected, as required by any and all applicable local, state and federal laws, regulations, policies, procedures and standards .
7. Be furnished services in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.
8. Freely exercise his or her rights without adversely affecting the way in which he or she is treated by CONTRACTOR.

B. Effect of Provision. Nothing herein shall be construed to replace or conflict with the duties of patients' rights advocates as set forth in any and all applicable local, state and federal laws, regulations, policies, procedures and standards.

13. NON-DISCRIMINATION COMPLIANCE:

A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.

B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

14. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

15. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.

B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:

1. The dangers of drug abuse in the workplace;
2. CONTRACTOR's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation and employee assistance programs; and

4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

16. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

17. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of

CONTRACTOR or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."

- c. Is the primary insurance with regard to COUNTY.
- d. Does not contain a pro-rata, excess only and/or escape clause.
- e. Contains a cross liability, severability of interest or separation of insureds clause.

2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.

5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.

6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt

Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: [Name of Contractor]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

18. **RELATIONSHIP OF PARTIES:**

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

19. **COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:**

- A. **General Legal Requirements.** CONTRACTOR hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation, any and all applicable local, state and federal medical waste management requirements.
- B. **Licensure Requirements.** CONTRACTOR hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. **Accessibility Requirements.** CONTRACTOR hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. **Conflict of Interest Requirements.** CONTRACTOR hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.
- E. **Humboldt County Local System of Care.** CONTRACTOR hereby agrees to comply with any and all applicable provisions of the Humboldt County Local System of Care, which is attached hereto as Exhibit E – Local System of Care and incorporated herein by reference as if set forth in full.

20. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

21. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

22. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

23. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS:

CONTRACTOR shall, at its own expense, make itself, and any agents, officers, directors, employees or subcontractors assisting CONTRACTOR in the performance of its obligations hereunder, available to testify as witnesses or otherwise, in the event of any litigation or administrative proceedings being commenced against COUNTY, or its agents, officers, directors or employees, based upon claimed violations of any local, state and/or federal laws, regulations, policies, procedures and/or standards applicable to the services provided pursuant to the terms and conditions of this Agreement, except where either party is a named adverse party.

24. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

25. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

////

26. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

27. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

28. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

29. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

30. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

31. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, CONTRACTOR shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

32. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute relating hereto shall be litigated in the State of California and venue shall lie in

the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

33. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given to sheriff in accordance with the notice requirements set forth herein.

34. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

35. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

36. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section []() – Compensation upon Termination, Section [] – Record Preparation, Retention and Inspection, Section [] – Audit and Examination of Performance and Clinical Records Section [] – Confidential Information and Section [] – Indemnification shall survive the expiration or termination of this Agreement.

////

37. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

38. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

39. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, paragraphs and clauses set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

40. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

41. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

42. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

43. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

[NAME OF CONTRACTOR]:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

[Name of Board Chair], Chair
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

Exhibit A – Scope of Services

Exhibit B – Schedule of Rates

Exhibit C – Sample Invoice Form

Exhibit D – County of Humboldt HIPAA Business Associate Agreement

Exhibit E – Local System of Care

EXHIBIT A
SCOPE OF SERVICES
[Name of Contractor]
For Fiscal Years 2021-2022 through 20[____]-20[____]

[Brief description of the purpose of the services to be provided]

1. **SERVICES:**

[List and describe the services to be performed under the Agreement]

2. **ACCEPTANCE CRITERIA:**

[List and describe the criteria and standards to be achieved for each deliverable]

3. **REPORTING REQUIREMENTS:**

[List and describe reporting requirements, as applicable]

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement.

CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

4. **PLACE OF PERFORMANCE:**

[List and describe place of performance]

5. **COUNTY RESPONSIBILITIES:**

[List and describe County responsibilities, as applicable]

EXHIBIT B
SCHEDULE OF RATES
[Name of Contractor]
For Fiscal Years 2021-2022 through 20[]-20[]

COUNTY shall compensate CONTRACTOR for any and all services provided pursuant to the terms and conditions of this Agreement based on the following maximum rates of compensation:

A. Personnel Costs	
Title:	
Salary Calculation:	\$0.00
Description of Duties:	
Title:	
Salary Calculation:	\$0.00
Description of Duties:	
	Total Personnel Costs: \$0.00
B. Operational Costs	
Item:	
Description:	\$0.00
Item:	
Description:	\$0.00
	Total Operational Costs: \$0.00
C. Consumables/Supplies	
Item:	
Description:	\$0.00
Item:	
Description:	\$0.00
	Total Consumable/Supplies: \$0.00
D. Transportation/Travel	
Item:	
Description:	\$0.00
Item:	
Description:	\$0.00
	Total Transportation/Travel: \$0.00
E. Other Costs	
Item:	
Description:	\$0.00
	Total Other Costs: \$0.00
F. Indirect Costs	
Title:	
Description:	\$0.00
	Total Other Costs: \$0.00
	Total : \$0.00

Fluctuations of up to ten percent (10%) of salary and benefit calculations to account for wage increases, new hires, *etc.* are allowable if total amount of Personnel Costs Category does not increase. Any shift of funds to or from the personnel category must be approved in writing by

COUNTY. CONTRACTOR may shift up to twenty-five percent (25%) of budgeted amounts between all other budget categories without prior written approval by COUNTY.

EXHIBIT C
SAMPLE INVOICE FORM
[Name of Contractor]
For Fiscal Years 2021-2022 through 20[____]-20[____]

(Place on agency letter head)

INVOICE

Consultant Name
Contract Reference
Consultant Street Address
City, State, Zip Code

Invoice Date
Invoice Period
Invoice Number

Contact Name
Contact Phone Number

Date	Quantity	Description	Rate	Total
Total Invoiced Amount				

EXHIBIT D
COUNTY OF HUMBOLDT HIPAA BUSINESS ASSOCIATE AGREEMENT
[Name of Contractor]
For Fiscal Years 2021-2022 through 20[]-20[]

RECITALS:

WHEREAS, COUNTY, as a “Covered Entity” wishes to disclose certain information to CONTRACTOR, hereafter known as “BUSINESS ASSOCIATE” pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”).

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

WHEREAS, pursuant to HIPAA Regulations, the Privacy Rule and Security Rule (defined below) COUNTY is required to enter into an Agreement containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DEFINITIONS:

- A. Breach.** As used herein, the term “Breach” shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- B. Breach Notification Rule.** As used herein, the term “Breach of Notification Rule” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- C. Business Associate.** As used herein, the term “Business Associate” shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- D. Covered Entity.** As used herein, the term “Covered Entity” shall have the meaning given to such term under the Privacy and Security Rules, including, without limitation, 45 C.F.R. Section 160.103.
- E. Designated Record Set.** As used herein, the term “Designated Record Set” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

- F. **Electronic Protected Health Information.** As used herein, the term “Electronic Protected Health Information” means Protected Health Information that is maintained in or transmitted by electronic media.
- G. **Electronic Health Record.** As used herein, the term “Electronic Health Record” shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- H. **Health Care Operations.** As used herein, the term “Health Care Operations” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- I. **Privacy Rule.** As used herein, the term “Privacy Rule” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- J. **Protected Health Information.** As used herein, the term “Protected Health Information” (“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 the term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- K. **Protected Information.** As used herein, the term “Protected Information” shall mean PHI provided by COUNTY to BUSINESS ASSOCIATE or created, maintained, received, or transmitted by BUSINESS ASSOCIATE on COUNTY’s behalf.
- L. **Security Incident.** As used herein, the term “Security Incident” shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- M. **Security Rule.** As used herein, the term “Security Rule” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- N. **Unsecured PHI.** As used herein, the term “Unsecured PHI” shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. **OBLIGATIONS OF BUSINESS ASSOCIATE:**

- A. **Permitted Uses.** BUSINESS ASSOCIATE shall use Protected Information only for the purpose of performing BUSINESS ASSOCIATE’s obligations under the Agreement and as permitted or required under the Agreement, or as required by law.

Further, BUSINESS ASSOCIATE shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by COUNTY. However, BUSINESS ASSOCIATE may use Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. [45 C.F.R. Sections 164.504(e)(2), 164.504(e)(4)(i)].

B. Permitted Disclosures. BUSINESS ASSOCIATE shall disclose Protected Information only for the purpose of performing BUSINESS ASSOCIATE's obligations under the Agreement and as permitted or required under the Agreement, or as required by law. BUSINESS ASSOCIATE shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by COUNTY. However, BUSINESS ASSOCIATE may disclose Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. If BUSINESS ASSOCIATE discloses Protected Information to a third-party, BUSINESS ASSOCIATE must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third-party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third-party, and (ii) a written agreement from such third-party to immediately notify BUSINESS ASSOCIATE of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2.1. of the Agreement, to the extent it has knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].

C. Prohibited Uses and Disclosures. BUSINESS ASSOCIATE shall not use or disclose PHI other than as permitted or required by the Agreement, or as required by law. BUSINESS ASSOCIATE shall not use or disclose Protected Information for fundraising or marketing purposes. BUSINESS ASSOCIATE shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for Protected Information, except with prior written consent of COUNTY and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however this prohibition shall not affect payment by COUNTY to BUSINESS ASSOCIATE for services provided pursuant to the Agreement.

D. Appropriate Safeguards. BUSINESS ASSOCIATE shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall comply with the policies, procedures and documentation

requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].

E. Business Associate's Subcontractors and Agents. BUSINESS ASSOCIATE shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of COUNTY, agree in writing to the same restrictions and conditions that apply to COUNTY with respect to such Protected Information and implement the safeguards required by paragraph 2(D) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

F. Access to Protected Information. If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, BUSINESS ASSOCIATE shall make Protected Information maintained by BUSINESS ASSOCIATE or its agents or subcontractors in Designated Record Sets available to COUNTY for inspection and copying within five (5) days of a request by COUNTY to enable COUNTY to fulfill its obligations under California Health and Safety Code Section 123110 and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(e)]. If BUSINESS ASSOCIATE maintains Protected Information in electronic format, BUSINESS ASSOCIATE shall provide such information in electronic format as necessary to enable COUNTY to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.

G. Amendment of PHI. If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, within ten (10) days of a request by COUNTY for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BUSINESS ASSOCIATE and its agents and subcontractors shall make such Protected Information available to COUNTY for amendment and incorporate any such amendment or other documentation to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE must notify COUNTY in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

H. Accounting of Disclosures. Within ten (10) days of a request by COUNTY for an accounting of disclosures of Protected Information, BUSINESS ASSOCIATE and its agents and subcontractors shall make available to COUNTY the information required to provide an accounting of disclosures to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by COUNTY. BUSINESS ASSOCIATE agrees to implement a process that allows for an accounting to be collected and maintained by BUSINESS ASSOCIATE and its agents and subcontractors for at least six (6) years prior to the

request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BUSINESS ASSOCIATE maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE shall within five (5) days of the request forward it to COUNTY in writing.

- I. 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 COUNTY and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BUSINESS ASSOCIATE's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BUSINESS ASSOCIATE shall concurrently provide COUNTY with a copy of any Protected Information and other records provided to the Secretary.
- J. Minimum Necessary.** BUSINESS ASSOCIATES and its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BUSINESS ASSOCIATE understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- K. Data Ownership.** BUSINESS ASSOCIATE understands that BUSINESS ASSOCIATE has no ownership rights with respect to the Protected Information.
- L. Notification of Possible Breach.** BUSINESS ASSOCIATE shall notify COUNTY within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BUSINESS ASSOCIATE or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BUSINESS ASSOCIATE to have been accessed, acquired, used, or disclosed, as well as any other available information that COUNTY is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.1408, at the time of the notification required by this paragraph or

promptly thereafter as information becomes available. BUSINESS ASSOCIATE shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]. Any and all notices required pursuant to the terms and conditions of this provision shall be submitted to COUNTY at the following address:

COUNTY: Humboldt County DHHS Compliance and Quality Assurance Office
Attention: Compliance and Quality Assurance Administrator & Privacy Officer
507 F Street
Eureka, California 95501
(707) 441-5410

M. Breach Pattern or Practice by Business Associate's Subcontractors and Agents.

Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if BUSINESS ASSOCIATE knows of a pattern or activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement, BUSINESS ASSOCIATE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BUSINESS ASSOCIATE must terminate the Agreement or other arrangement if feasible. BUSINESS ASSOCIATE shall provide written notice to COUNTY of any pattern of activity or practice of a subcontractor or agent that BUSINESS ASSOCIATE believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement within five (5) days of discovery and shall meet with COUNTY to discuss and attempt to resolve the problem as one (1) of the reasonable steps to cure the breach or end the violation.

N. Audits, Inspection and Enforcement. Within ten (10) days of a request by COUNTY, BUSINESS ASSOCIATE and its agents and subcontractors shall allow COUNTY or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BUSINESS ASSOCIATE has complied with this Agreement or maintains adequate security safeguards. BUSINESS ASSOCIATE shall notify COUNTY within five (5) days of learning that BUSINESS ASSOCIATE has become the subject of an audit, compliance review, or investigation by the Office for Civil Rights or other state or federal government entity.

3. TERMINATION:

A. Material Breach. A breach by BUSINESS ASSOCIATE of any provision of this Agreement, as determined by COUNTY, shall constitute a material breach of the Agreement and shall provide grounds for *immediate* termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

B. Effect of Termination. Upon termination of the Agreement for any reason, BUSINESS ASSOCIATE shall, at the option of COUNTY, 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, as determined by COUNTY, BUSINESS ASSOCIATE shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If COUNTY elects destruction of the PHI, BUSINESS ASSOCIATE shall certify in writing to COUNTY that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

4. INTERPRETATION:

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA regulations.

EXHIBIT E
LOCAL SYSTEM OF CARE
[Name of Contractor]
For Fiscal Years 2021-2022 through 20[]-20[]

Child services are part of the local System of Care (“SOC”), therefore CONTRACTOR will operate within all applicable principles of the local SOC:

1. Providing effective, community-based services and supports for children and their families which coordinate with other systems to address their emotional, social, educational and physical needs, including, without limitation, traditional and nontraditional services as well as natural and informal supports.
2. Provide individualized services in accordance with the unique potentials and needs of each child and family, guided by a strengths-based planning process and an individualized service plan developed in true partnership with the child and family.
3. Ensure that services and supports include evidence-informed practices and/or interventions supported by practice-based evidence, as agreed upon with COUNTY, to ensure the effectiveness of services and to improve outcomes for children and their families. This includes selecting, training and implementing practices with fidelity and tracking of outcomes associated with intervention using standardized outcome measurement tools.
4. Deliver services and supports within the least restrictive and most normative environments that are clinically appropriate.
5. Ensure that families, other caregivers and youth are full partners in all aspects of the planning and delivery of their own services. CONTRACTOR is also encouraged to include family and youth voice in development and implementation of policies and procedures that govern care for children and youth in their organization.
6. Ensure that services are well coordinated with other child-serving agencies with which the child and/or family may be involved to assure integrated care management.
7. Practice care management at the service level to ensure that multiple services are delivered in a coordinated and therapeutic manner and that children and their families can move through the system of services in accordance with their changing needs.
8. Provide developmentally appropriate mental health services and supports that promote optimal social and emotional outcomes for young children and their families in their homes and community when the CONTRACTOR serves children zero (0) to five (5) years of age.
9. Provide developmentally appropriate services and supports to facilitate the transition of youth eighteen (18) to twenty-one (21) years of age to adulthood and to the transition age youth and adult service systems as needed.
10. Encourage participation in local mental health promotion, prevention and early identification and intervention opportunities.

11. Incorporate continuous accountability and quality improvement mechanisms to track, monitor and manage the quality, effectiveness and outcomes at the program level, practice level and child and family level.
12. Protect the rights of children and families and promote effective advocacy efforts.
13. Provide services and supports without regard to race, religion, national origin, gender, gender expression, sexual orientation, physical disability, socio-economic status, geography, language, immigration status or other characteristics, and ensure that services are sensitive and responsive to these differences.