

NEVADA COUNTY
DEPARTMENT OF INFORMATION & GENERAL SERVICES
on behalf of the

Sheriff's Office and Probation Department



REQUEST FOR PROPOSALS

for

**Health Care Services at Wayne Brown Correctional Facility
and
Carl F Bryan II Youth Center**

RFP No. 126269

Release Date: April 14, 2020

**Submittal Deadline: June 8, 2020
not later than 5:00 PM (Pacific)**

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and Carl F Bryan II Youth Center**

TABLE OF CONTENTS

<u>SECTION</u>	<u>Page</u>
1.0 INTRODUCTION.....	1
2.0 TENTATIVE SCHEDULE	2
3.0 PRE-PROPOSAL CONFERENCE	3
4.0 BACKGROUND	3
5.0 SCOPE OF SERVICES	4
6.0 ASSURANCE OF DESIGNATED STAFF	21
7.0 GENERAL TERMS & CONDITIONS.....	21
8.0 PROPOSAL FORMAT REQUIREMENTS.....	26
9.0 SUBMITTAL INSTRUCTIONS	29
10.0 EVALUATION CRITERIA.....	30
11.0 SELECTION PROCEDURE	30

ATTACHMENTS

- A. Required Statements
- B. Staffing Schedule
- C. Cost Proposal Form
- D. Draft Contract

1.0 INTRODUCTION

Nevada County is inviting proposals from qualified Vendors to provide inmate and detained juvenile health care services within Nevada County Jails and Juvenile Youth Center (YC). Inmate and detained juvenile health care services shall be inclusive of medical, dental, and mental health services, and substance use treatment.

It is the intent of this RFP to locate qualified Vendors who are interested and able to provide and coordinate comprehensive medical care services (including preventive, mental health and dental) and associated systems of care for inmates of Nevada County Sheriff's Office (NCSO) and detained juveniles of Nevada County Probation Department. The selected Vendor shall work cooperatively with NCSO, Probation Department, the Nevada County Health and Human Services Agency, local hospitals, local dentists and any mental health Providers under contract with the County to provide services. The provision of inmate and ward health services by the Vendor shall include comprehensive medical care including administering and prescribing medicine, women's health, dental care, mental health care, including a restoration to competency program, clinic time and other services as more specifically identified in this RFP.

The primary goal of the County in requesting these services is to purchase quality health care services (including preventive, medical, dental, mental health and substance use treatment) that are provided in an efficient and effective manner at a cost that is reasonable to the County. Each respondent to the RFP will be evaluated as to its achievements and compliance with the following stated objectives:

- To deliver high quality comprehensive health care services (including preventive, medical, dental, mental health and substance use treatment) that can be audited against established standards.
- To operate this comprehensive health care program (including preventive, medical, dental, mental health and substance use treatment) in a cost-efficient manner with full reporting and accountability to the Sheriff's Office and Probation Department or their designees.
- To operate the quality comprehensive health care program (including preventive, medical, dental, mental health and substance use treatment) at full staffing and use only licensed, certified, and professionally trained personnel.
- To implement a written health care plan that is inclusive of preventive, medical, dental, mental health and substance use services with clear objectives, policies, and procedures for annual evaluation of compliance.
- To operate the health care program in compliance with standards established by the National Commission on Correctional Health Care (NCCHC) and obtain NCCHC accreditation.
- To maintain an open and cooperative relationship with the administration and staff of the Nevada County Sheriff's Office, Probation Department, and Behavioral Health.
- To provide a comprehensive program for continuing in custody staff education.
- To maintain complete and accurate records of care and to collect and analyze health statistics on a regular periodic basis.
- To operate the health care program in a humane manner with respect to the inmate's/detained juvenile's right to basic health care services, including preventive, medical, dental, mental health and substance use services.

- To provide for a fair and objective proposal that will result in a mutually satisfactory contract between the successful Provider and the Nevada County Jails and Juvenile Youth Center.

The County intends to award a three-year contract (with two (2) one-year options to renew) to the bidder selected as most qualified in providing the medical health care services that meet the needs of the County inmates/detained juveniles. This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Direct all inquiries regarding this RFP in writing to:

Desiree Belding, CPPO, CPPB
 Nevada County Purchasing Division
 950 Maidu Ave.
 Nevada City, CA 95959
 Phone: (530) 265-1557
 Email: desiree.belding@co.nevada.ca.us

Do not contact County departments or other County staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Nevada County Purchasing Division.

All addenda for this RFP will be distributed via Nevada County’s website:
<https://www.mynevadacounty.com/734/Purchasing#RFP>

It is the Vendor’s sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of Vendor to return signed addenda, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE SCHEDULE

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, Proposal Submission Deadline, or Interviews will be advertised in the form of an addendum to this RFP. The schedule for other milestone dates may be adjusted without notice.

Pre-Proposal Conference.....	April 23, 2020 at 11:00 am
Deadline for Final Questions.....	May 14, 2020 before 5:00 pm
Proposal Submission Deadline.....	May 26, 2020 before 5:00 pm
Evaluation of Proposals.....	May 27 through June 9, 2020
Interviews (optional).....	June 23, 2020
Contract Negotiations.....	June 29 through July 6, 2020
Contract approval by Board of Supervisors....	July 14, 2020
Notice to Proceed.....	September 1, 2020

3.0 PRE-PROPOSAL CONFERENCE

A Vendor's conference has been scheduled for **April 23, 2020 at 11:00 am** at the following location:

**Wayne Brown Correctional Facility
925 Maidu Ave
Nevada City, CA 95959**

Interested Vendors will have an opportunity to submit questions regarding the requirements outlined in this RFP. While attendance is not mandatory, interested Vendors are highly encouraged to attend. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed as soon as practical following the meeting.

4.0 BACKGROUND

The County of Nevada, located in the Sierra Nevada foothills approximately 60 miles north of Sacramento, currently has one correctional facility and one juvenile youth center. In addition, the County has a substation/jail located in Truckee, CA that is a Type 1 facility.

This RFP is to provide on-site and on-call medical, dental, vision, psychiatric and other services to inmates housed at the Wayne Brown Correctional Facility and detained juveniles housed at the Carl F. Bryan II Youth Center. It is also to provide billing services to recover costs for services from inmates or third-party payers.

4.1 Description and Location of Facilities

a. **Wayne Brown Correctional Facility**

The Wayne Brown Correctional Facility (WBCF), located at 925 Maidu Avenue, Nevada City, CA 95959, is a modern direct supervision jail. Operating since 1992, it houses sentenced and unsentenced men and women with a current design capacity of 274 beds. The WBCF design includes single and double cells and dormitory housing. It is the central booking facility in western Nevada County, and receives inmates who have been booked at the Truckee sub-station in eastern Nevada County.

The medical unit has five single cells and a five-bed rated capacity. The unit has a central office/station that serves as a pharmacy, records and health services workstation; medical exam room; one-chair dental operator; and a small lab/utility room. There is a medical exam room located in the minimum-security section of the facility. The intake area has a safety medical unit cell, a two-person sobering cell and a six- person sobering cell.

Nevada County currently contracts to house inmates for the U.S. Marshall's Service, the Sierra County Sheriff's Office, the Shasta County Sheriff's Office, the Amador County Sheriff's Office and the California Department of Corrections and Rehabilitation.

In 2019, WBCF Average Daily Population (ADP) was 208 inmates.

b. Carl F. Bryan II Youth Center

The Carl F. Bryan II Youth Center is located at 15434 Highway 49, Nevada City, CA 95959, in close proximity to the WBCF. The YC opened in 2002 with a design capacity of 60 and is currently rated by the Corrections Standards Authority at 30 beds. The facility is a modern direct supervision facility housing pre-adjudicated and adjudicated male and female minors and has single and double bunk cells. It is the central detention facility for all juveniles in Nevada County. Currently the YC contracts to house minors for Sierra, Plumas and Calaveras Counties, and provides housing on a space-available basis for Amador and Tuolumne Counties.

The facility has a medical unit with two single bed cells. The unit has a central office/station, locked pharmacy room, exam room, and a records and health services workstation. The intake area contains three (3) single person holding cells. In addition, there is a safety cell located in the intake area.

In 2019, YC's ADP was 5.

c. Truckee Substation/Jail

The substation/jail is located in the Town of Truckee in eastern Nevada County, approximately fifty miles from the WBCF. Healthcare services for this site are not included in the scope of this RFP. However, this is a Type 1 facility with 12 beds and occasional calls can be expected from the facility for inmate-related healthcare advice.

d. Local Hospital Resources

Sierra Nevada Memorial Hospital, located in Grass Valley, is a 121-bed acute care facility that provides outpatient services, rehabilitation services, community health classes, 24-hour emergency room and ambulance service, post-surgical and intensive care unit, obstetric and maternity programs, in- and outpatient surgery, a 24-hour pharmacy, physical therapy, cardiac and pulmonary rehabilitation and a 24-hour laboratory.

Tahoe Forest Hospital, located in the Town of Truckee, is a 25-bed, not-for-profit healthcare facility that is roughly 115,000 square feet. The hospital is fully accredited by the Healthcare Accreditation Facilities Program and licensed by the State of California Department of Health Services. The hospital provides 24 hour a day emergency and acute care services.

5.0 SCOPE OF SERVICES

It is the Vendor's responsibility to propose a complete scope of work that explains in detail the Vendor's offering and encompasses the requirements set forth below, which includes the minimum list of services and deliverables the selected Vendor is expected to provide to the County. The County may modify the scope of work to meet available funding, or new legislation or to best meet the needs of the County. The scope of work for this proposal includes:

- The Sheriff's Office and Probation Department will provide security, space, housekeeping, linen, fixtures, utilities, telephone (excluding toll calls), and furniture.

- Local Hospitals

The County currently does not have agreements with local hospitals and health systems for offsite care needed to detain individuals. The Vendor selected through this RFP process will need to establish preferential rates and contract directly with local hospitals for

any needed offsite care to the detained populations such as inpatient and specialty care or other services beyond the scope that can be provided by the Vendor within the jail and juvenile youth center setting. The selected Vendor may also take advantage of any preferential rates or reduced payment methodologies allowed by State statute. Financial liability and all related claims processing and administration for payments and provider network contracts will be solely the responsibility of the Vendor.

5.1 **Basics**

- a. Vendor shall provide, at a minimum, enough health care personnel to provide inmates/ detained juveniles with access to health services 24 hours per day, 7 days per week. The Vendor will need to assess the required services and determine if the estimated staffing levels described in this RFP are adequate to meet the required level of service.
- b. **Experience:** At least 10 years providing safe and secure comprehensive medical care services (including mental health and dental) in a correctional environment.
- c. **Backgrounds:** All service providers, employees and sub-vendors working at the detention and correctional facility must pass and maintain, to the satisfaction of the NCSO, a security and background check performed by the NCSO. Failure to pass, divulge information or comply with the background process will prohibit an individual from entry into NCSO or Probation facilities. Any security and background checks performed by NCSO shall be in addition to the new hire and routine background checks, reference checks and other procedures performed by the Vendor. At any time, the County, in its sole discretion, can restrict access to any person or persons assigned by Vendor to work in a facility.
- d. **Culturally competent and responsive:** Ensure services are provided in a culturally competent and culturally responsive manner that adhere to the National Standards on Culturally and Linguistically Appropriate Services (CLAS) and meet unique needs of inmates/detained juveniles by including equal access to those with disabilities as well as gender-specific services.
- e. **Reporting misconduct:** Vendor acknowledges its affirmative duty to report known or suspected employee misconduct.
- f. Vendor and its employees will sign an acknowledgement to abide by jail and detention center policies.
- g. Vendor shall not violate County conflict of interest policy in the hiring of its employees.
- h. The Nevada County Sheriff's Office and the Nevada County Probation Department, reserve the exclusive right to grant, deny, or revoke access to the jail and YC.
- i. Vendor must have a philosophy and practice regarding paying employees a locally competitive wage.

5.2 **Standards/Licenses/Qualifications**

- a. National Commission on Correctional Health Care (NCCHC).
 1. If not currently accredited by NCCHC, Vendor should provide a timeline to achieve accreditation, which will be included in the resulting contract.
- b. Adherence to and staying current regarding:
 1. Title 15 and Title 24 of the California Code of Regulations Minimum Standards for Local Detention Facilities.
 2. Participate in annual Title 15 required health and care inspection.
 3. Prison Rape Elimination Act (PREA)
 4. California Welfare and Institutions Code 5150 and 5600.4

- 5. California Penal Code Section 4011.6
- 6. Substance Abuse and Mental Health Service Administration (SAMHSA) level of care requirements.
- c. All applicable laws and regulations under the California Education Code, as they may pertain.
- d. All other State of California and Federal applicable laws, regulations, codes, and guidelines regarding medical and mental health care services, licensing and requirements pertaining to detention facilities.
- e. All other medical, dental and mental health standards, professional codes, ethical standards and codes of conduct applicable to the professions described herein, whether specifically identified or not.

5.3 Policies and Procedures

- a. Vendor will implement comprehensive policies and procedures for inmate medical and mental health and, where necessary, will create additional policies that meet standards of national accreditation entities such as NCCHC and ACA. All written job descriptions will be contained in Vendor's Policy and Procedures Manual as well. Vendor and CMO will review the customized Policy and Procedures Manual at least annually and will make revisions and updates as needed. Jail Administration will be notified of any changes.
- b. Vendor shall be responsible for the development of physician guidelines and nursing protocols as well as training of its staff.
- c. Vendor will be responsible, at the request of Custody Administration, for assisting Custody Administration with ongoing custody policy review.
- d. All policies and procedures will be available for review by health care staff, the County and CMO at all hours.
- e. All manuals, trainings, policies, procedures, protocols, job descriptions, guidelines, and other documents created by or owned by Vendor shall be and remain the sole property of Vendor so that Vendor may remove all such materials from the facilities upon termination of this Agreement. Vendor shall provide access and review of the policies and procedures that were in place during the term of the Contract as necessary for NCCHC audits even after termination of the Agreement. Vendor shall defend, indemnify, and hold the County, its officers, employees and representatives harmless from any costs, expenses, liability, or damages they may reasonably incur from Vendor claiming its manuals, trainings, policies, procedures, protocols, job descriptions or guidelines as exempt under the California Public Records Act.

5.4 Coordination

- a. Monthly meetings with WBCF and YC managers to evaluate statistics, program needs, problems and inter-relationships between custody and health services personnel.
- b. Weekly meetings between Jail Administrative staff and Vendor program manager to address issues that may arise.
- c. Documentation of health care staff's role in the WBCF and YC disaster plans.
- d. Coordination with the County's Health and Human Services Agency to determine Medicaid eligibility.
- e. Establishing reporting for communicable disease screenings and outbreaks with Public Health.

- f. The health administrator, in cooperation with the facility administrator, shall develop written policies and procedures to assure reproductive health services are available.
- g. Vendor will develop and maintain an up-to-date written policy and procedure manual that shows compliance with NCCHC accreditation standards and CCR Title 15 requirements. These manuals shall reflect the current actual practice of Vendor's staff at County facilities and shall be signed by Vendor, Vendor's On-Site Medical Director, Vendor's Medical Program Manager, and County's Health Officer. Vendor shall review manuals annually and issue updates as appropriate. Upon termination of this Agreement, said policy and procedure manual shall become the property of County.
- h. Vendor may assist Sheriff's Office with ongoing custody policy review.
- i. Coordination with the facilities' food service supervisors to ensure provision of appropriate medically ordered diets.
- j. Vendor shall work with the County Health Officer who shall investigate health and sanitary conditions in every County jail and YC.
- k. Vendor will work with the Nevada County Public Health Department concerning communicable disease screening, continuing medical surveillance, case management, reporting, and inmate/detained minor referral in the community.
- l. Vendor and County will coordinate to facilitate State Department of Healthcare Services Medi-Cal County Inmate Program (MCIP) eligibility of inmates and Medi-Cal payment for Medi-Cal covered services.
- m. Coordinate with corrections staff to streamline the booking and medical screening/assessment process.
- n. Coordinate data sharing and reporting with Behavioral Health for mental health, substance abuse and other information identified by Behavioral Health.

5.5 Services for County Staff

- a. Training provided to County staff will consist of a minimum 6 hours of training for each facility for all custody staff scheduled once a year to address:
 - 1. Signs and symptoms of mental illness
 - 2. Suicide warning signs and suicide prevention
 - 3. Techniques for de-escalation of mental health crises
 - 4. Understanding and working with a seriously mentally ill person
 - 5. Gross identification of injury and illness
 - 6. Medication reaction and psychopharmacology
 - 7. Withdrawal symptoms and care
 - 8. Safe medication delivery and documentation techniques
 - 9. Intake health screening
 Trainings will be scheduled at mutually convenient times and locations.
- b. Provide identification and/or testing and immunizations for Hepatitis B and Tuberculosis.
 - 1. The Vendor shall provide labor, materials, and documentation of results.
 - 2. The County will maintain administrative record keeping and coordinate scheduling in conjunction with the healthcare provider.

5.6 Staffing Requirements

- a. Positions
 - 1. A designated physician health authority with responsibility for assuring the quality, appropriateness and adequacy of inmate/detained youth health care.

2. Medical Director as needed to cover the facilities. A full-time supervising program manager with the authority to oversee the administrative requirements of the services, such as recruitment, staffing, data gathering, financial monitoring, policy and procedure development and review, contracts, medical record keeping, supervision of clinical staff, coordination of on- and off-site services, and other management services. The program manager shall maintain a close working liaison with WBCF and YC administration.
 3. Specific for Wayne Brown Correctional Facility:
 - 3.1 Intake health screening, including training and supervision of staff and 24 hours per day/7 days per week RN backup to staff performing intake screening.
 - 3.2 On-site physician services a minimum of 5 hours per week and a physician available by phone 24 hours per day/7 days per week.
 - 3.3 On-site (preferred) or telepsych psychiatrist services a minimum of 8 hours per week over 2 days and a psychiatrist available by phone 24 hours per day/7 days per week (including psychiatric medical assessments and adjustments to medication). The County would prefer to use the same psychiatrist for all services.
 - 3.4 Two on site mental health workers, MFT, LCSW or RN (with a Master's Degree in psychiatric nursing) for a minimum of 80 hours per week.
 - a. Allotted up to 8 hours dedicated to the YC.
 - 3.5 On site RN services 24 hours per day/7 days per week.
 - 3.6 Sufficient licensed nursing staff (RN) coverage to administer all medications.
 - 3.7 Sufficient qualified staffing (RN) of the infirmary for all shifts.
 - 3.8 Sufficient licensed nursing staff (RN) coverage to provide daily sick calls and 14-day physical assessments.
 - 3.9 On site dental hygienist services for a minimum of 8 hours per week with offsite dental services available when needed.
 - 3.10 Offsite optometric services when needed.
 4. Specific to Carl F. Bryan II Youth Center:
 - 4.1 On call mid-level care health services 24 hours per day/7 days per week and available by phone 24 hours per day/7 days per week.
 - 4.2 Psychiatrist available by phone 24 hours per day/7 days per week.
 - 4.3 Offsite dentist services available when needed.
 - 4.4 Offsite optometric services when needed.
 5. Provide a staffing plan to reflect the above requirements.
- b. Levels**
1. In the event that any of Vendor's personnel assigned to perform services under the contract become unavailable due to resignation, sickness or other factors outside of Vendor's control, Vendor shall be responsible for timely provision of adequately qualified replacements.
 2. Vendor shall provide a mechanism for increasing services to meet demands created by an increased population. For the purposes of this RFP, the Vendor can assume inmate population at the WBCF to be between 170 and 250 inmates and the population at the YC to be between 1 and 20 detained juveniles over the contract term.
 3. Vendor must reimburse County at an hourly rate (salary plus fringe) for any positions or shifts left unfilled, beginning 4 hours after the start of the shift and reimbursable for the entire shift (unless authorized by the County).

c. Qualifications

1. Vendor's personnel performing professional healthcare services shall be duly licensed in the State of California, except for medical residents and interns following a course of study, who shall be authorized for training by the Vendor. Such personnel shall practice medicine in accordance with accepted standards of practice of healthcare providers of good standing in the community. Vendor shall furnish copies of licenses and/or records of certification for all healthcare personnel to the Vendor's Program Manager, who must at all times have them available for examination.
2. All of Vendor's employees are required to wear identification badges that will be issued by the County. The Sheriff reserves the right to deny and/or rescind facility access privileges to any of Vendor's employees who do not meet established security clearance criteria or who do not comply with established facility policy, rules, and/or regulations.
3. The Vendor's employees must attend orientation and training classes conducted by the County which have been deemed necessary for increasing awareness of safety, security, and operational issues in the facilities, paid at Vendor's expense.
4. Vendor shall be responsible for time and attendance accountability of its personnel and provide appropriate records to the County upon reasonable demand.
5. Vendor shall provide a staff development program to include orientation and ongoing training for Vendor's health services personnel.

5.7 Minimum Care and Treatment

- a. Five (5) day per week (Monday through Friday) sick call performed by a Physician's Assistant (PA) (RN if PA unavailable) and provision for handling urgent medical complaints/problems on weekends.
- b. All routine in-house health services, such as sick calls and infirmary care.
- c. Arrangements for 24 hour per day emergency medical and mental health services, including on-site emergencies and acute hospital services. Hospitalizations must be approved by the County prior to delivery and are billed directly by the service provider to the Vendor.
- d. Medically necessary diagnostic services including, but not limited to, laboratory, EKG, EEG, radiology imaging and audiology services. There are no EKG machines kept at either facility. It will be the Vendor's responsibility to provide the necessary equipment and service.
- e. Meet the special needs of incarcerated females, including pregnancy, lactating mothers, family planning, etc. Manage routine care within facility for pregnant females and coordinate with the inmate's/detained juvenile's OB-GYN in the community.
- f. Medical clearance for all inmate work assignment
- g. Medical clearance for inmate/detained juvenile food service workers for all inmates/detained juveniles assigned to a food handling job prior to their being placed in the work assignment and within 72 hours of notification.
- h. Medically necessary specialty physician services.
- i. Management and observation of inmates housed in the infirmary 24 hours a day/7 days per week by appropriately licensed health services staff (RN).

- j. Educate inmates/detained juveniles using a health education program that is age and sex appropriate as required by NCCHC guidelines and state regulations that will include:
 - Healthy lifestyle promotion
 - Oral hygiene
 - Medical diets
 - Tobacco use
 - Diabetic treatment education
 - Self-care strategies
 - Chronic disease-related information
 - Childbirth education as needed to pregnant inmates/detained juveniles
 The education program shall be updated as necessary to address current health priorities and meet the needs of the confined population.
- k. Vendor shall dispose of medical waste in compliance with all rules and regulations.
- l. Vendor will be responsible for identifying inmates/detained juveniles in need of medically necessary devices and will provide or repair the devices.
- m. Ensure continuation of HIV and HCV treatment during incarceration and coordinate with an offsite Infectious Disease or HIV specialty group as needed.

5.8 Screenings and Assessments

- a. Intake health screening for every booking within 24 hours for adults and youth which will include:
 1. At every booking, identification and/or testing and immunizations for communicable diseases such as:
 - 1.1 Hepatitis B and Tuberculosis
 - 1.1.1 The Vendor shall provide labor, materials, and documentation of results.
 - 1.1.2 The County will maintain administrative record keeping and coordinate scheduling in conjunction with the healthcare provider.
 - 1.2 MMR
 - 1.3 Rubella
 - 1.4 Influenza
 - 1.5 Hepatitis A (within two weeks of incarceration)
 - 1.6 HIV for those deemed to be at high risk
 - 1.7 Screen/test for AIDS if HIV positive
 - 1.8 STDs (according to state department guidelines)
 - 1.9 Hepatitis C
 2. Brief Jail Mental Health Survey (for WBCF only)
 3. Dental
 4. Pregnancy screenings for female inmates/detained juveniles of reproductive age reporting opioid abuse
 5. Substance abuse screening
 6. Screening and verification for medical diets
 - i. Vendor staff will notify kitchen staff regarding results of screening and verification.
 7. Other medical testing as deemed necessary
 8. Review of any existing healthy conditions in Electronic Medical Record (ERM) system.
 9. Examination of any medications brought into the facility.

- 10. Assess individuals for danger to self or others.
- b. Substance abuse withdrawal screenings
- c. Postpartum depression assessment
- d. 14-day health assessments for adults
- e. Physical for adults conducted every 6 months
- f. 72-hour physical assessments for youth
- g. The Vendor's responsibility for medical and behavioral responsibility will begin when the booking and intake health screening are completed and end when the inmate/detained juvenile is discharged from custody.

5.9 Mental Health Services

- a. Regularly scheduled and on call mental health screening, crisis intervention, evaluation, treatment, outpatient treatment, and referral services, connection to community services at discharge at all sites.
- b. Psychiatrist medication prescribing, medication management, assessments and consultations.
 - 1. In person assessments and consultations would be preferable.
- c. Review disciplinary charges to ensure the mental health issues or developmental disabilities are not the mitigating factor behind the behavior resulting in the disciplinary charge.
- d. Competency
 - 1. Capacity to support inmates with psychiatric medication adherence including engagement strategies to encourage voluntary adherence and capacity to provide involuntary medication on a short-term basis as needed to protect a client from self-harm or harm to others.
 - 2. Provide emergency medication on an as needed basis.
 - 3. Service inmates awaiting misdemeanor and/or felony restoration.
 - 4. Work with the County and responsible state agencies to create a unit to house and treat inmates with PC section 1370 designation.
 - 5. Create respective policies, procedures, staffing plan, and quality assurance mechanisms for the program.
 - 6. Fulfill all requirements of reporting and statistics to Department of State Hospitals.
- e. Provide a staffing plan for a Jail Based Competency Treatment Program (JBCT) if implemented.
- f. The Vendor will prioritize therapist appointments to allow enough time to sufficiently serve each inmate and provide appropriately intensive services.
- g. Provide 5150 procedure and suicide prevention plan.

5.10 Substance Use Disorder

- a. Booking screening for detoxification/sobering cell.
- b. **Naloxone**
Vendor shall work with the County on identifying inmates/detained juveniles eligible for the County's naloxone distribution program, which educates eligible inmates/detained juveniles on the use of naloxone in the case of opiate overdose and provides materials and medication in the inmate's/detained juvenile's property for use after leaving custody. Those found in need will have Naloxone added to their property and the inmate/detained juvenile will receive it upon release from custody.

c. Medication Assisted Treatment (MAT)

Medicated-Assisted Treatment (MAT) is the use of FDA-approved medications, in combination with counseling and behavioral therapies, to provide a "whole-patient" approach to the treatment of substance use disorders.

1. The Vendor will identify inmates that may need MAT services by establishing a screening process and identifying medications the inmate was taking prior to booking or who may have been using illicit substances that may indicate a need for MAT services.
2. MAT services will encompass:
 - 2.1 Inmates prescribed methadone, buprenorphine, suboxone, acamprosate, and/or naltrexone
 - 2.2 Pregnant women who may need MAT services.
 - 2.3 Inmates in a MAT program during the time of their offense
 - 2.4 Inmates using illicit substances that may be candidates for MAT services
3. Jail staff will be notified when MAT is discontinued during the booking process or during their term of incarceration.
4. At least one prescriber must be trained and DEA-waivered to prescribe buprenorphine.
5. MAT services shall include the ordering, prescribing, administering, monitoring and discharge care coordination related to the use of methadone, buprenorphine/suboxone, acamprosate, and/or naltrexone.
6. Vendor shall include a plan to transition these inmates to a community MAT program upon discharge from the Jail.

5.11 Pharmaceutical Services

- a. Pharmacy services consistent with Title 15 Sections 1216 and 1438 and applicable state and federal regulations, monitored by a licensed qualified pharmacist. Vendor is to pay for all medications it prescribes. Vendor shall provide consulting pharmacist services in accordance with California Administrative Code Title 15, Minimum Jail Standards.
- b. Comply with applicable state and federal regulations regarding the purchase, storage and dispensing of medications.
- c. Medications, including any psychiatric medications, should be identical regarding formulary to the medications the inmate/detained juvenile received before being booked and should be provided within 24 hours of booking.
- d. The Vendor will be responsible for the costs of all drugs administered.
- e. Upon release from custody and with sufficient notice, the Vendor will provide the inmate/detained juvenile with a 30-day prescription for medication.
- f. The Vendor shall be responsible for ordering, maintaining inventory and disbursing medication.
- g. Accurate and timely tracking of medication costs and credits.

5.12 Dental

Dental services will include:

1. Emergency and non-emergency services.
2. Relief of pain and treatment of acute infections, including hemorrhage, toothaches, broken, loose or knocked out teeth, abscesses, and dry sockets after extractions.
3. Extraction of unsalvageable teeth.
4. Repair of injured or carious teeth.

5. Removal of irritation conditions that may lead to malignancies (if incarceration is prolonged).
6. Dental hygiene services and exam for inmates in custody for a year or more.
7. Provide oral health supplies to maintain oral health (toothbrushes, toothpaste, floss picks, etc.).
8. Cosmetic dental care and orthodontics are not included.

5.13 Outside providers/services

- a. Vendor shall make all referral arrangements for treatment of inmates/detained juveniles with problems that may extend beyond the scope of services provided on-site.
- b. Vendor staff will utilize a referral form for services mutually agreed upon by County and Vendor.
- c. Except for those services covered under Medi-Cal, Vendor's responsibility in cases where extensive medical treatment is necessary shall be limited to \$15,000 in outside medical expenses per individual inmate/detained juvenile medical/surgical or psychiatric inpatient episode.
 - Episode means a single admission and discharge from a hospital.
- d. Vendor shall ensure that the health care status, both physical and mental, of inmates/detained juveniles 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.
- e. Hospitals
 1. The County currently does not have agreements with local hospitals and health systems for offsite care needed to detain individuals. The Vendor selected through this RFP process will need to establish preferential rates and contract directly with local hospitals for any needed offsite care to the detained populations such as inpatient and specialty care or other services beyond the scope that can be provided by the Vendor within the jail and juvenile youth center setting. The selected Vendor may also take advantage of any preferential rates or reduced payment methodologies allowed by State statute. Financial liability and all related claims processing and administration for payments and provider network contracts will be solely the responsibility of the Vendor. The County must approve in writing in advance all subcontracts entered into by the Vendor for the purpose of completing the provisions of this contract.
 2. Hospitalizations must be approved by the County prior to delivery and are billed directly by the service provider to the Vendor.
- f. Vendor and County will coordinate to facilitate Medi-Cal payment for Medi-Cal Services.
- g. Vendor shall review inmates/detained juveniles referred to acute care facilities for other third-party payment capabilities to ensure that County dollars in the contract are the last dollar spent.
- h. Vendor shall provide outside providers with third-party payer information when available.
- i. Vendor shall provide to County a quarterly accounting of third-party payments.
- j. Vendor will not provide or make referrals for elective healthcare care that can safely be provided when an inmate/detained juvenile is released from custody.

5.14 Laboratory Services

- a. Vendor will be financially and logistically responsible for all laboratory services provided to inmates and detained juveniles, including, but not limited to, supplies for specimen collections, phlebotomy services, specimen pick-up and delivery, laboratory testing, critical test value reporting, and timely response for urgent and routine laboratory orders.
- b. Vendor will be CLIA (Clinical Laboratory Improvement Amendments) certified.
- c. All laboratory services will be provided in accordance with Nevada County, State, and Federal client confidentiality requirements.
- d. Whenever possible, laboratory tests will be conducted on site at the WBCF. These tests may include hematology, serum pregnancy, urine culture and sensitivity, infection disease testing, and various chemical panels, blood sugar, and stool for blood.
- e. Vendor will provide emergent/rush service requests for laboratory tests 24/7 (STAT).
- f. Vendor will offer relevant and clinically important point of care tests, such as urine pregnancy and blood glucose.

5.15 Emergency Care

- a. All healthcare team members will be familiar with the common medical emergencies that may occur in the WBCF and YC and will know the appropriate first aid procedures necessary to treat them.
- b. The names, addresses and telephone numbers of on-call medical personnel, ambulance company and local hospitals will be readily available.
- c. If a medical emergency is reported, the on-site healthcare team will respond immediately with the appropriate equipment to assess the patient's condition and determine the course of treatment.
- d. If in the opinion of health services staff, the patient requires treatment that is beyond the on-site capabilities, Vendor will notify the watch commander to request and specify the most appropriate mode of transportation (e.g. ambulance, patrol vehicle).
- e. Patients awaiting emergency transfer will continue to be under constant supervision by health services staff or health trained custody staff. Sierra Nevada Hospital will be notified, and a Vendor referral form will accompany the patient.
- f. Vendor will have a physician on-call 24 hours per day, seven days per week for the jail and YC.

5.16 Transportation

- a. Vendor staff will coordinate with the Transportation Unit to schedule all off-site medical appointments.
- b. Vendor will provide emergency first aid services to County staff and visitors within the confines of the WBCF and YC.
- c. Vendor will arrange for transfer to an appropriate off-site facility.

5.17 First Aid Kits

- a. First aid kits will be approved by the medical director of Vendor for content, location, and inspection. Contents of first aid kits will be checked and refilled monthly by health services staff that will make a notation on the First Aid Refill Log.

5.18 Continuity of Care

- a. Vendor will provide care coordination for all inmate and detained juvenile medical and mental health care needs, from intake screening to release per NCCHC guidelines. The continuity of care will also include referrals to community care when indicated
- b. Vendor will cooperate and coordinate with Nevada County Behavioral Health and any outside contractors designated by WBCF and YC to assist with the continuity of care and discharge planning.
- c. As available resources, services, and programs in the system of care within the County change over time, Vendor will work closely with the Sheriff, or her designee, and Behavioral Health and outside contractors to stay knowledgeable about resources available to inmates and detained juveniles who are in custody/detained, as well as those transitioning out of WBCF and/or YC, and will adjust strategies for care coordination accordingly.
- d. Health care providers will obtain information regarding previous care when undertaking the care of a new patient.
- e. When the care of the patient is transferred, appropriate health information is shared with the providers in accordance with consent requirements.

5.19 Diagnostic Services

- a. Vendor will provide and be financially responsible for registered, accredited radiological (x-ray) and electrocardiograph (EKG) services per NCCHC guidelines. Vendor will work with local providers or another subcontractor who provides mobile radiological and EKG services.
- b. Routine x-ray and EKG services will be available at the jail on-site or on-call 24/7 and the subcontracted service will include interpreting the EKG, whether with a contracted cardiology group or the in-house and on-call physician and will indicate a follow-up plan or care.
- c. When mobile on-site services are not available, or an inmate or juvenile detainee's condition dictates the necessity for off-site services, Vendor will arrange with custody staff transport to a local radiology group or hospital. Services typically performed offsite include invasive x-ray procedures, EEG, MRI, and CT scans. Vendor will be financially responsible for all imaging costs that are not associated with a hospitalization.
- d. X-ray and EKG services will be provided according to the regulations of the California Department of Public Health and radiation exposure to patients must be limited in accordance with industry standards. Vendor will comply with the Radiation Control Laws and Regulations, as well as provide copies of resumes, licenses, and certifications of applicable staff.
- e. Vendor will coordinate with the facility commander or designee to ensure efficient scheduling of any off-site diagnostic services.

5.20 Ancillary Services

- a. Vendor will provide as many diagnostic services on-site as applicable. When on-site services are not available or a patient's condition dictates the necessity for off-site services, Vendor will make arrangements with the appropriate County staff to transport the patient to a local radiology group or clinic.
- b. Vendor will process all off-site specialist referrals, diagnostic laboratory and imaging procedures through their referral management system to ensure appropriateness.

- c. Vendor will provide laboratory, x-ray, and other required ancillary services and will be responsible for the cost of these services.
- d. All specimens will be collected and handled by on-site health services staff in accordance with accepted laboratory standards and transported to the laboratory for processing.
- e. Grossly abnormal test results will be communicated to a health services staff immediately. All other results will be forwarded to the health services staff on a daily basis or as soon as possible.
- f. Vendor will coordinate with the facility commander or designee to ensure efficient scheduling of any off-site ancillary services.

5.21 Additional Services

- a. Cooperate with the County on any effort to receive funding from outside funding sources including, but not limited to, grant programs related to continuity of care and post release follow up services.
- b. Vendor will adopt a complete billing system to bill inmates or third-party payers to recover costs of services where allowable by law.
- c. Vendor will conduct a site and corporate review of all in custody deaths. The facility review will be conducted within a continuous quality improvement program and will involve the facility physician, psychiatrist, nurses, and other relevant personnel. The mortality review will seek to determine whether a pattern of symptoms was present that might have resulted in an earlier diagnosis and/or intervention that, in turn, might have prevented the death. Vendor will submit a preliminary report to the County's Facility Administration. The mortality and morbidity review are generally completed within thirty days after the death occurs. Timing of the report is dependent upon the receipt of a medical autopsy report.
- d. Vendor will inform County administration immediately after a death has occurred.
- e. Vendor will develop and implement a plan for a Continuous Quality Improvement Program to ensure the adequacy and quality of health care services. This group shall hold regular meetings and oversee audits of the Vendor's healthcare services.
- f. Vendor will provide or contract for translation services as needed and will include nonnative speakers as well as the hearing impaired.
- g. Vendor will evaluate the medical/mental health status of individuals placed in restraints and will monitor and comply with established policy of the facilities.
- h. Vendor will provide a medical opinion on individuals secured in safety cells. A mental health evaluation will also be secured. These individuals will continue to be monitored by the Vendor until the individual is cleared from the safety cell.
- i. Vendor will develop and implement alternative wellness programs for inmates and detained juveniles (i.e. yoga, meditation, etc.)

5.22 Excluded Services

Chiropractic care is excluded from inmate/detained juvenile health services.

5.23 Discharge

Work with the Personal Services Coordinator, Public Health and Behavioral Health staff to align services upon release. Services include:

1. Obtain all necessary Releases of Information to ensure seamless care transition
2. Provide psychiatric medications following the 30-day prescription
3. Linkage to services, providers, and treatments

4. If the inmate or juvenile detainee received MAT services while incarcerated/detained, establishing linked MAT services upon release

5.24 Equipment

- a. Vendor shall provide all reasonably necessary medical and dental equipment and supplies on site to guarantee that emergency and non-emergency medical and dental needs are met including, but not limited to, medicines, drugs, dressings, instruments, gloves, and medical/dental personnel wearing apparel.
- b. The Sheriff's Officer and Probation Department will provide security, space, housekeeping, linen, fixtures, utilities, telephone (excluding toll calls), furniture and other items necessary for the efficient operation of the health care delivery system.
- c. Both facilities have automated external defibrillators (AEDs) provided by the County.
- d. Vendor will provide oxygen and first aid kits at both facilities.
- e. Upon termination of the contract, the Vendor will make accommodations for a seamless transition regarding availability of the equipment.
- f. Vendor will provide all computer and connectivity equipment (including tablets or other wireless devices) necessary to operate its unique software systems and programs.

5.25 Quality Assurance Plan

- a. Vendor must have in place a data-driven continuous quality improvement program with actions that lead to measurable improvements in medical and mental health care services.
- b. The plan will be reviewed and mutually agreed upon by the County and Vendor.
- c. Vendor will hold quarterly meetings to review data being tracked, trends and other pertinent information as well as semiannual peer review meetings.
- d. The County retains the right to audit all the Vendor's records relative to the performance of contract services and to make unannounced site inspections at any time to evaluate contract performance and compliance with NCCHC standards, CCR Title 15 guidelines, and other policy/procedure requirements. The Vendor must provide written response to any findings or inquiries resulting from the County's audit processes and must promptly develop and implement corrective actions as indicated. The Vendor must cooperate fully with any and all audit inspection activities initiated by the County.

5.26 Healthcare Records

- a. All medical and other records and documentation developed for or used in the operation of the health care program under the contract, shall be the property of the County and at the termination of the contract shall remain the property of the County.
- b. Vendor is responsible for the maintenance of all active and inactive electronic and physical healthcare records and shall retain all records for the period of time, as stipulated by current State and Federal guidelines including but not limited to, Welfare and Institutions Code Section 5328 and Title 45, Code of Federal Regulations, Section 205.50 for Medi-Cal eligible patients Title 15 and Section 164, California Code of Regulations, Section 1205, Medical/Mental Health Records, state regulations (pertaining to health records, confidentiality of health care records, and records retention) community standards of practice and CCR Title 15.

- c. Individual health care records will be initiated and maintained electronically for every inmate/detained juvenile requiring medical, dental, vision, or mental health services as a result of the intake screening process, or for services rendered following the inmate's/detained juvenile's assignment to a housing area.
- d. Inmate/detained juvenile files and automated records are of a confidential nature. The Vendor's employees shall be allowed access to these records and files only as needed for duties related to the contract and in accordance with the rules established by the Sheriff's Office. The Vendor shall honor all Federal and State laws and regulations, and related policies and procedures for safeguarding the confidentiality of such data.
- e. Assure confidentiality of healthcare records in accordance with California confidentiality regulations. Medical and psychiatric records will be kept separate from custody records.
- f. Make healthcare records available to any other staff that require healthcare records when needed (e.g., subpoenas or independent review committees).
- g. The Vendor shall adhere to applicable informed consent regulations and standards of the local jurisdiction.
- h. Inactive healthcare records shall be retained in accordance with California regulations and County ordinances.
- i. Pertinent healthcare information shall be prepared to accompany all inmates/detained juveniles when transferring to other detention/correctional facilities or when referring to the Systems of Care.
- j. The Vendor shall be responsible for obtaining previous healthcare records from the County and/or outside providers to assure continuity of care is maintained for all inmates/detained juveniles.
- k. Vendor shall work in conjunction with County and/or outside providers to obtain previous psychiatric records to assure continuity of care is maintained for all inmates/detained juveniles.
- l. The Vendor will be responsible for electronically transmitting, or using any other means necessary, pertinent healthcare information regarding an inmate/detained juvenile upon transfer to another detention/corrections facility or jurisdiction to assure continuity of care.
- m. The health records shall include, but not be limited to:
 - Intake screening assessment.
 - Health staff evaluations and treatments.
 - Physician's orders.
 - Medications administered, date, time and by whom.
 - All complaints of illness and injury.
 - Names of persons treating, prescribing or evaluating.
 - Laboratory and radiology reports.
 - Consultation, emergency and hospital reports and discharge summaries.
- n. Any paper healthcare records will be converted to electronic copies. The paper healthcare records will be stored at an offsite facility maintained by the Vendor. No paper records will be stored in the jail.
- o. Vendor will utilize an EMR System beginning on the contracted start date of services for documentation, management, and monitoring of inmates' and juvenile detainees' medical and mental health care. The EMR must be acceptable to the County and compatible with existing computer systems.

5.27 **Reporting**

- a. Weekly meetings to evaluate statistics, program needs, problems and inter relationships between custody and health services staff.
- b. Reports made available to the Sheriff, Chief Probation Officer and Public Health Officer shall include:
 1. **Quarterly**
 - 1.1 The Stepping Up Initiative updates
 - 1.2 MAT services
 - 1.3 Number of inmates/detained juveniles seen at sick call by type, i.e., RN/LVN, PA/NP.
 - 1.4 Number of inmates/detained juveniles seen by physician.
 - 1.5 Number of inmates/detained juveniles seen by dentist.
 - 1.6 Number of inmates/detained juveniles seen by optometrist.
 - 1.7 Number of inmates/detained juveniles seen by psychiatrist.
 - 1.8 Number of inmates/detained juveniles seen by MFT/LCSW.
 - 1.9 Number of inmates/detained juveniles seen by crisis team.
 - 1.10 Number of Naloxone medications given to inmates/detained juveniles, visitors and correctional staff.
 - 1.11 Infirmarium admissions, patient days, average length of stay.
 - 1.12 Hospital admissions, patient days, average length of stay by diagnosis for medical and mental health.
 - 1.13 Number of transfers to off-site hospital emergency departments.
 - 1.14 Number of healthcare specialty consultation referrals.
 - 1.15 Number of screenings (identified above) by type
 - 1.16 Number of 14-day physical assessments (inmates); 72-hour physical assessments (detained juveniles).
 - 1.17 Number of diagnostic studies.
 - 1.18 Number of communicable diseases reported, including AIDS exposure reporting, in accordance with California Health and Safety Code and Title 15 California Code of Regulations.
 - 1.19 Number of suicide attempts, successes, and inmates/detained juveniles with suicide ideation.
 - 1.20 Dental services provided
 - 1.21 Financial reports
 - 1.22 Documentation that inmates/detained juveniles are receiving and ingesting their prescribed medication.
 - 1.23 Documentation if an inmate's/detained juvenile's ordered medication was not administered and the reason. Documentation of daily observation of inmates/detained juveniles placed in special safety housing cells or administrative segregation.
 - 1.24 Costs of services provided for inmates/detained juveniles held per contract with other counties or agencies.
 - 1.25 Costs of services provided for any medical surgical inpatient occurrence.
 - 1.26 Medical expense reports and credits.
 - 1.27 Reporting of information related to the Medi-Cal Inmate Program (MCIP).
 - 1.28 Other reports as requested.
 2. Biweekly payroll reports aligning with the Vendor's payroll schedule.
- c. County may impose liquidated damages up to the amount of \$1,500.00 (fifteen hundred dollars) per day if Vendor delays and/or fails to deliver completed reports

required under this agreement by the due date mutually agreed upon by the parties.

- d. Vendor will provide a sample of the above reports.

5.28 Duties Upon Termination

- a. Upon termination or other expiration of this contract, each party will assist the other party in the orderly termination of the contract and the transfer of all assets, tangible and intangible (except proprietary assets of Vendor), as may facilitate the orderly, non-disrupted business continuation of each party.
- b. Vendor accepts and acknowledges that at the end of the contract, a leave behind solution that meets community standards and common business practice shall be provided. This will include appropriate computer hardware, ample electronic storage and a workstation to ensure the County can access all records created and maintained in the system. Any proprietary coding, formatting or other mechanisms (electronic or mechanical) shall be removed or rendered inoperative so that any future service provider can efficiently migrate data into another system. Should this not be done, Vendor agrees to bear the associated costs with migrating data into a format which is universal in nature, to facilitate the migration.
- c. Disentanglement. If directed by County, Vendor shall cooperate with County and County's other vendors and contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Vendor shall cooperate with County to accomplish a complete transition of the services as set forth in this Agreement being terminated to County or to any replacement provider designated by County, without any interruption or adverse impact on those services or any other services provided by third parties. Vendor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including but not limited to providing to County or any new service provider all requested information or documentation required to assist County in effecting a complete transition to the new service provider. Vendor shall provide all information or documentation regarding the services to be transitioned, including but not limited to data conversion tables, client files, interface specifications, and training materials. Vendor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee. All Vendor work done as part of the Disentanglement shall be performed by Vendor and will be reimbursed by the County at no more than Vendor's costs, up to the total amount of this Agreement. Vendor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Vendor's obligation to provide the Services shall not cease until the earlier of the following: a) the Disentanglement is completed to the County's reasonable satisfaction, or b) twelve (12) months after the expiration of the then-current Term of the Agreement.

6.0 ASSURANCE OF DESIGNATED STAFF

Vendor shall assure the designated staff, including sub-consultants (if any), are used for this project. Departure or reassignment of, or substitution for, any member of the designated staff or sub-consultant(s) shall not be made without the prior written approval of the County.

7.0 GENERAL TERMS & CONDITIONS

- 7.1 Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected Vendor will be required to execute a Personal Services Contract, a sample of which is included as **Attachment D**.
- 7.2 Independent Contractor.** At all times the Vendor shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the County of Nevada. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County of Nevada, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 7.3 Publicity Clause:** Awarded Vendor(s) shall obtain prior written approval from the County for use of information relating to the County or any resulting Agreement in advertisements, brochures, promotional materials or media, press releases or other informational avenues.
- 7.4 Non-Appropriation.** The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 7.5 Conflict of Interest.** The Vendor shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.
- 7.6 Non-Collusion.** Vendors submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, Vendor or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by Vendors who have partnered with others to submit a cooperative proposal that clearly identifies a primary Vendor and the associated sub-Vendors.
- 7.7 Indemnification & Insurance Requirements.**
- a. Indemnification for damages:** To the fullest extent permitted by law, Vendor shall hold harmless, defend and indemnify the County of Nevada, its Board of Supervisors, officers, officials, employees, agents and volunteers from and

against any and all liability, claims, losses, damages, expenses, and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Vendor's performance of work hereunder or its failure to comply with any of its obligations contained in the Contract, except such loss or damage to the extent caused by the negligence or willful misconduct of the County of Nevada, its officers, officials, employees, or volunteers. This indemnification obligation is the sole responsibility of the Vendor and should not be denied or impacted by any decision made by the Vendor's insurance carrier. Additionally, it should be understood that the County of Nevada, as a public entity, is governed by the California Government Code (Gov. Code section 900 et. seq.) and when a formal Government Tort claim is filed, it is expected that Vendor will treat this as formal statutory notice and investigate and or appoint counsel to any matters that the County of Nevada would be owed indemnification. The County of Nevada may participate in the defense of any such claim without relieving Vendor of any obligation hereunder. The obligations of this indemnity provision shall be for the full amount of all damage to County of Nevada, including defense costs, and shall not be limited by any insurance limits. In the event that the Vendor accepts a tender of defense with a reservation of rights, the selection of defense counsel is subject to approval by the County of Nevada and the Vendor agrees to coordinate its defense strategy with the County of Nevada.

- b. Indemnification for taxes and contributions:** To the fullest extent permitted by applicable law, Vendor shall exonerate, indemnify, defend, and hold harmless the County of Nevada, its Board of Supervisors, officers, officials, employees, agents and volunteers from and against and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to Vendor and Vendor's officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).
- c. Insurance:** Prior to the commencement of work, and as a precondition to this contract, Vendor shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Vendor shall provide a certificate of insurance and endorsements naming County of Nevada and its officers, employees and agents as an additional insured on the Commercial General Liability (using ISO form CG2026 or an alternate form that is at least as broad as form CG2026), Automobile Liability, and Professional Liability policies described below as to any liability arising from the performance of this Agreement.

The insurance carrier, and the Vendor, shall be required to give County of Nevada notice of termination at least 30 days prior to the intended termination of any specific policy. The below-referenced policies shall not be canceled, non-renewed, or materially reduced in coverage without thirty (30) days prior written notice being provided to County of Nevada in accordance with the notice provisions set forth herein. It is further understood that Vendor shall not terminate such coverage until County of Nevada receives adequate proof that equal or better insurance has been secured.

All deductibles and self-insured retentions shall be fully disclosed in the certificates of insurance and may not exceed \$10,000 without the express written permission of the County of Nevada. The County may require the Vendor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

The Vendor shall include all subcontractors as insureds under its policies or shall furnish separate certificates of endorsements for each sub Vendor. All subcontractors shall be subject to all the requirements stated herein.

1. **Commercial General Liability (CGL):** \$2,000,000 per occurrence and \$5,000,000 annual aggregate covering bodily injury, personal injury and property damage.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage in the event motor vehicles are used by Vendor in the performance of the Agreement. This insurance coverage is required unless the Vendor does not drive a vehicle in conjunction with any part of the performance of this Contract and Vendor certifies to this fact by initialing here.
3. **Workers' Compensation:** Statutory coverage as required according to the California Labor Code, including Employers' Liability limits of no less than \$1,000,000 per accident for bodily injury or disease. This coverage shall be required unless the Vendor has no employees and certifies to this fact by initialing here.
4. **Professional Liability:** \$2,000,000 limit per occurrence and \$5,000,000 annual aggregate limit covering Vendor's wrongful acts, errors, and omissions. Further, Vendor understands and agrees it shall maintain such coverage for a period of not less than five (5) years following this Agreement's expiration, termination, or cancellation. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.
5. **Pollution Legal Liability:** \$500,000 where there may be use, release, or disposal of hazardous materials, medical waste or pollutants.
6. **Cyber Liability Insurance:** With limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate, coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor in this Agreement and shall include, but not be limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations.

d. Other insurance provisions:

1. The Vendor's insurance shall be primary insurance as respects the County of Nevada, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County of Nevada, its officers, officials, employees, or volunteers shall be in excess of the Vendor's insurance and shall not contribute with it. Vendor's insurance shall be placed with admitted insurers rated by
2. A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by Nevada County's Risk Manager.
3. Each of the above required policies shall be endorsed to provide County of Nevada with 30 days prior written notice of cancellation. The County of Nevada is not to be liable for the payment of premiums, assessments, deductibles or SIRs on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Vendor to furnish insurance during the term of this contract. No policies may provide that defense or indemnity will begin after the payment of a deductible or SIR; but rather, must be first dollar coverage. Policies shall not provide that coverage amounts will be reduced by defense costs.
4. If any of the required policies provide claims-made coverage, the Retroactive Date must be shown, and must be before the date of the contract and the beginning of contract work. The insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
5. The insurance requirements and limits of the insurance provisions of this Agreement shall not be construed to limit any direct or indirect liability of the Vendor. Acceptance of insurance does not relieve Vendor from liability under this provision. This provision shall apply to all damages or claims for damages related to the services performed by Vendor pursuant to the terms and conditions of this Agreement regardless if any insurance obtained by Vendor 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 by Vendor hereunder.
6. If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the County of Nevada requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified

minimum limits of insurance and coverage shall be available to the County of Nevada.

7. **Failure to Maintain Coverage:** If the Vendor fails to maintain any of the insurance coverage required herein, Nevada County may withhold payment, order the Vendor to stop the work, declare the Vendor in breach, suspend or terminate the Agreement, assess insurance or pay premiums due on existing policies. County of Nevada may collect any replacement insurance costs or premium payments made by County of Nevada to an insurer from Vendor or deduct the amount paid from any sums due the Vendor under this Agreement. Breach of any insurance provision herein may be considered as a material breach in the discretion of the County of Nevada.
 8. Prior to the commencement of work, Vendor shall provide Nevada County with original certificates and amendatory endorsements or copies of the applicable policy language effecting the required coverage. All certificates and endorsements are to be received and approved by the County of Nevada before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The County of Nevada reserves the right to require complete, certified copies of documentation evidencing compliance with these insurance requirements, including the endorsements required by these specifications, at any time. The County of Nevada shall be provided with any of the entire policies of insurance upon request.
 9. Vendor hereby grants to County of Nevada a waiver of any right to subrogation which any insurer of said Vendor may acquire against the County of Nevada by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County of Nevada has received a waiver of subrogation endorsement from the insurer.
 10. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County of Nevada, its officers, officials, employees, or volunteers.
 11. The full policy limits for CGL and Professional Liability coverage shall be available to satisfy any and all claims of the County of Nevada including defense costs and damages, must be applicable exclusively to this Contract, and cannot be shared with any other contractual obligation of the Vendor.
- e. **Defense of claims and actions:** Vendor shall investigate, adjust, settle and/or defend County of Nevada against any and all claims, actions, or proceedings including, but not limited to, wrongful death, medical malpractice, claims under 42 U.S.C. Section 1983, and claims against County of Nevada by physicians,

healthcare professionals, and personnel performing services for Vendor pursuant to this Agreement for employee benefits of any kind, arising out of Vendor's provision of health care services and programs under this Agreement. As part of its obligation to provide a defense to the County of Nevada, Vendor shall provide to County of Nevada legal representation where necessary in all cases other than petitions for writ of habeas corpus brought by inmates in the Nevada County's Superior Court. Vendor shall be fully responsible for all other legal matters related to health care services provided, and shall where necessary, respond verbally or in writing or give testimony in any court of law as part of the comprehensive health care services provided, and at no additional cost to the County of Nevada. Vendor shall cooperate with County of Nevada in the defense of habeas corpus writ petitions filed against the County of Nevada. This cooperation shall include, but is not limited to, providing medical records and testimony of Vendor personnel at hearings at no additional cost to the County of Nevada.

7.8 Protests and Appeals. In accordance with Section 6.0 of the Nevada County Purchasing Policy Manual, any actual or prospective Vendor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Information and General Services. The protest shall be submitted in writing to the Director of Information and General Services within five (5) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

8.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

All copies of the proposal should be bound or contained in loose leaf binders. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this Section as specified below.

8.1 Cover Letter with the following information:

- Title of this RFP
- Name and mailing address of Vendor (include physical location if mailing address is a PO Box)
- Contact person, Email address, telephone number, and fax number.

The County will use email to notify your Vendor of critical developments such as interview schedules, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who has frequent access to email. The County will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The County will not attempt to re-deliver any messages which fail due to no fault of the County.

- 8.2 Signature Requirements** - The Cover Letter must be signed by an officer empowered by the Vendor to sign such material and thereby commit the Vendor to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the Vendor to adhere to the provisions described in this RFP and a commitment to enter a binding contract.
- Proposals submitted on behalf of a Partnership shall be signed in the Vendor name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Authority evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the Vendor.
 - Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
 - Proposals which are submitted by an Individual doing business under a Vendor name (“dba”) shall be signed in the name of the individual doing business under the proper Vendor name and style.
- 8.3 TAB A: Vendor’s Qualifications** – Describe the Vendor and provide a statement of the Vendor's qualifications for performing requested services. Identify the services which would be completed by your Vendor's staff and those that would be provided by sub-Vendors, if any. Identify any sub- Vendors you propose to utilize to supplement your Vendor’s staff. Include the Vendor’s Organization Chart, including its constituent parts, and size variation of staffing levels in the past five years.
- 8.4 TAB B: Experience and References** – Provide a summary of the Vendor’s experience in providing these or similar services. Provide a minimum of three references for related projects or service agreements, including dates, contact person and phone number, and a brief description of the project or agreement. Public sector references are preferred.
- 8.5 TAB C: Qualifications of Team** – Provide a brief summary of the qualifications and experience of each team member assigned to this project, including length of service with the Vendor and résumé, and the qualifications/experience of any sub-Vendor staff on your project team. Include an organization chart of the staff available for project and the designated project manager/lead for each applicable category.
- 8.6 TAB D: RFP Response to Scope of Services** – Provide a detailed response to the requirements of the RFP scope of services and how your firm will successfully implement and manage these services. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to accomplish both the implementation, the timeline for such activities and how the program will be managed over time. Identify the staff who would be assigned to each task, including sub-Vendors. Include in this section the proposed staffing schedule with your response.

8.7 TAB F: Required Statements – This section must include the statements identified below. For your convenience, you may complete and return **Attachment A**.

- a. A statement that the submitting Vendor will perform the services and adhere to the requirements described in this RFP, including any addenda (**reference the addenda by date and/or number**).
- b. Subsequent to award of this RFP, all or part of any submittal may be released to any person or Vendor who may request it, as prescribed by the State of California Public Records Act (PRA). Vendors shall include a statement that describes the specific portion(s) of their submittal that they consider exempt from disclosure under the PRA. In the event the County receives a PRA request for documents that may include some or all of the submittal, the County will consider the Vendor's statement, but will make its own determination as to what will be released. County will then notify the submitting Vendor of its determination, and provide the submitting party with 10 days in which to seek legal remedies to prevent such disclosure.
- c. Include a statement of assurance that you will not substitute members of your designated team without approval by Nevada County staff (per **Section 6.0**)
- d. Include a statement which declares there is no Conflict of Interest (per **Section 7.5**)
- e. Provide a statement attesting there has been no Collusion (see **Section 7.6**)
- f. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the draft contract (**Section 7.7**). (Please note that actual Certificates of Insurance are not required as part of your submittal.)
- g. Provide a statement certifying that your firm is not currently subject to debarment under Title 49, Code of Federal Regulations, Part 29

8.8 TAB G: Exceptions – Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFP, including the Draft Contract (**Attachment D**). The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the County's determination of whether it is possible to successfully negotiate a contract with your firm/individual.

8.9 Cost Proposal – Cost Proposals will only be requested of the "short-listed" Vendors (those who are invited to interview (see Evaluation Criteria). If no interviews are held, the County will request a Cost Proposal from the top-ranked Vendor. Cost Proposals must be submitted within 2 business days after written request from the County

Include a line-item budget identifying all program costs, including but not limited to the elements listed below. The information shall be organized and identified in such a way than the County can clearly understand the level of service being offered in relation to the costs proposed.

- Include a budget narrative that explains all costs.
- Include justification for the proposed level of staffing.
- Include detail cost for staffing levels for each individual staff member.
- Identify the cost per each activity or service type
- Provide the total annual operating cost of the program.

When preparing your Cost Proposal, use the form provided in **Attachment C** and provide the proposed costs for each category specified.

9.0 SUBMITTAL INSTRUCTIONS

9.1 Your submittal package shall include the following:

Six (6) printed copies of your proposal (1) original and (5) copies
One (1) electronic copy of your proposal in PDF format on CD, flash drive or other electronic media

9.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. **All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP number and title on the outside of the parcel.**

9.3 Proposals must be submitted ONLY to the following addresses:

US Mail, Fed Ex, UPS, etc. to:

Nevada County Purchasing Division
Eric Rood Administrative Center, 1st floor
Suite 130
950 Maidu Avenue
Nevada City, CA 95959

or

Hand Deliver to:

Nevada County Auditor/Controller's Office
Eric Rood Administrative Center, 2nd floor
Suite 230
950 Maidu Avenue
Nevada City, CA 95959

9.4 Faxed and/or emailed proposals shall not be accepted.

9.5 The County of Nevada shall not be responsible for proposals delivered to a person or location other than that specified herein.

9.6 Late submittals shall not be accepted or considered.

9.7 All submittals shall be submitted in a sealed envelope or container, and clearly marked with the RFP number and title on the outside of the parcel.

9.8 All submittals, whether selected or rejected, shall become the property of Nevada County and will not be returned.

9.9 The County reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

9.10 All costs associated with proposal preparation shall be borne by the offeror.

9.11 All proposals shall remain firm for **one hundred twenty (120) days** following the closing date for the receipt of proposals.

10.0 EVALUATION CRITERIA

10.1 Evaluation of Written Proposals – Upon review of the written proposals, the County will use the following evaluation criteria and rating points to determine the most highly qualified Vendor(s).

<u>Evaluation Criteria – Written Proposals</u>	<u>Maximum Points Possible</u>
a. Experience and qualifications of Vendor (per Sections 5.2 and 8.4)	35
b. Experience and qualifications of proposed staff (per Section 8.5)	25
c. Understanding of the project – Proposed Project Plan (per Section 8.6)	40
Total Possible Points:	100

Nevada County’s Local Vendor Preference policy shall not be considered in the evaluation of responses to this RFP.

10.2 Interviews – The following evaluation criteria and rating points will be used to determine the most highly qualified Vendor(s) following interviews (if held).

<u>Evaluation Criteria - Interviews</u>	<u>Maximum Points Possible</u>
a. Experience and qualifications of Vendor	20
b. Experience and qualifications of proposed staff	20
c. Understanding of the project – Proposed Project Plan	30
d. Vendor response to the Interview	10
e. Proposed Cost (per Section 8.9)	20
Total Possible Points:	100

11.0 SELECTION PROCEDURE

11.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The vendors(s) submitting the highest rated proposal may be invited for interviews.

11.2 Interviews will be held solely at the County’s option. The County will use the above criteria to score and rank Vendors’ responses to interview questions or instructions, in addition to other relevant information provided or requested.

- 11.3** The County reserves the right to make an award without further discussion of the submittal with the proposer. Therefore, the proposal should be submitted initially on the most favorable terms that the Vendor or individual might propose.
- 11.4** The County reserves the right to award a contract to the Vendor(s) that presents the best qualifications and whose proposal best accomplishes the desired results.
- 11.5** The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate with the successful Vendor(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 11.6** The County will notify all Vendors whether or not they are selected for the subject work. Email is the County's preferred method of communication for all stages of the RFP process.

REQUIRED STATEMENTS

This form is provided as a convenience for proposers to respond to the "Required Statements" section of this RFP. You may complete and return this form or include your own statements of assurance which meet the requirements.

By signature on the cover letter of this submittal and by including this document, I/we attest and agree to the following:

1) Scope of Work and Addenda

I/We will perform the services and adhere to the requirements described in this RFP, including the following addenda issued by the County (*list the addenda by date and/or number*):

2) Public Records Act

I/We acknowledge that subsequent to award of this RFP, all of part of this submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act (Govt. Code 6250, et seq), and that:

_____ None of this submittal is considered proprietary

OR

_____ The portions/pages of this submittal identified below are proprietary and/or confidential for the reasons stated (cite the specific exemptions allowed by the California Public Records Act/Government Code):

I/We acknowledge that the above statements may be subject to legal review and challenge.

3) Non-Substitution of Designated Staff

I/We assure that the designated project team, including sub-Vendors (if any), is used for this project and that departure or reassignment of, or substitution for, any member of the designated project team or sub-Vendor(s) shall not be made without the prior written approval of the County.

4) Non-Conflict of Interest

I/We warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

5) Non-Collusion

I/We warrant that this offer is made without any previous understanding, agreement or connection with any person, firm, Vendor or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

6) Insurance Requirements

I/We agree to the indemnification and insurance requirements provided in the draft contract attached to the original RFP and that the cost of complying with the insurance requirements is included in our pricing. I/We agree to provide complete and valid insurance certificates described in Section 7.7 of this RFP, within ten (10) days of the County's written request and acknowledge that failure to provide the documents within the time stated may result in the rejection of this proposal.

7) DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Vendor, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

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

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this document.

ATTACHMENT C

DO NOT SUBMIT UNTIL REQUESTED

COST PROPOSAL FORM

Cost Proposal – Include a line-item budget identifying all program costs, including but not limited to the elements listed below. The information shall be organized and identified in such a way than the County can clearly understand the level of service being offered in relation to the costs proposed. Label this section as **Tab G** of your proposal.

- Include a budget narrative that explains all costs.
- Include justification for the proposed level of staffing.
- Identify the cost per each activity or service type
- Provide the total annual operating cost of the program.

DESCRIPTION	COST
	\$
TOTAL COST:	\$

Name of Firm: _____
Authorized Signature: _____
Printed Name and Title: _____
Date: _____

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

Contractor Name _____

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Description of Services** _____

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** _____
 (§3) **Contract Beginning Date:** _____ **Contract Termination Date:** _____
 (§4) **Liquidated Damages:** _____

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6) Commercial General Liability	(\$2,000,000)	✓	_____
(§7) Automobile Liability	(\$ 300,000) Personal Auto	_____	✓
	(\$1,000,000) Business Rated	_____	✓
	(\$1,000,000) Commercial Policy	✓	_____
(§8) Worker's Compensation		✓	_____
(§9) Errors and Omissions (\$2,000,000)		✓	_____
(§10) Pollution Liability (\$500,000)		✓	_____
(§11) Cyber Liability (\$2,000,000)		✓	_____

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

NOTICE & IDENTIFICATION

(§26) **Contractor:** _____ **County of Nevada:**
 950 Maidu Ave
 Nevada City, California 95959
Contact Person: _____ **Contact Person:**
 () ()
e-mail: _____ **e-mail:**

Contractor is a: (check all that apply)

Corporation: _____ Calif., _____ Other, _____ LLC, _____ Non-profit
 Partnership: _____ Calif., _____ Other, _____ LLP, _____ Limited
 Person: _____ Indiv., _____ Db, _____ Ass'n, _____ Other

EDD: Independent Contractor Worksheet Required: _____ Yes _____ No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	✓	_____
Exhibit B: Schedule of Charges and Payments (Paid by County)	✓	_____
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	✓	_____
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	✓	_____

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the

County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

- (i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be

deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

****If Consultant is a corporation, this agreement must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

THE FOLLOWING EXHIBITS WILL BE NEGOTIATED, BASED ON THIS RFP AND CONSULTANT'S PROPOSAL

Exhibits

EXHIBIT "A"- Scope of Services

EXHIBIT "B"- Payment for Services Rendered

EXHIBIT "C"

SCHEDULE OF CHANGES

(Amendments and Additions to Contract)

Sections 6 through 9 (Insurance Policies), Paragraphs 6 through 10 (Insurance), and Paragraph 11 (Indemnity) are hereby amended and replaced in their entirety as follows:

Indemnification & Insurance Requirements.

- a. Indemnification for damages:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Nevada, its Board of Supervisors, officers, officials, employees, agents and volunteers from and against any and all liability, claims, losses, damages, expenses, and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Vendor's performance of work hereunder or its failure to comply with any of its obligations contained in the Contract, except such loss or damage to the extent caused by the negligence or willful misconduct of the County of Nevada, its officers, officials, employees, or volunteers. This indemnification obligation is the sole responsibility of the Vendor and should not be denied or impacted by any decision made by the Vendor's insurance carrier. Additionally, it should be understood that the County of Nevada, as a public entity, is governed by the California Government Code (Gov. Code section 900 et. seq.) and when a formal Government Tort claim is filed, it is expected that Vendor will treat this as formal statutory notice and investigate and or appoint counsel to any matters that the County of Nevada would be owed indemnification. The County of Nevada may participate in the defense of any such claim without relieving Vendor of any obligation hereunder. The obligations of this indemnity provision shall be for the full amount of all damage to County of Nevada, including defense costs, and shall not be limited by any insurance limits. In the event that the Contractor accepts a tender of defense with a reservation of rights, the selection of defense counsel is subject to approval by the County of Nevada and the Contractor agrees to coordinate its defense strategy with the County of Nevada.
- b. Indemnification for taxes and contributions:** To the fullest extent permitted by applicable law, Contractor shall exonerate, indemnify, defend, and hold harmless the County of Nevada, its Board of Supervisors, officers, officials, employees, agents and volunteers from and against and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).
- c. Insurance:** Prior to the commencement of work, and as a precondition to this contract, Contractor shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Contractor shall provide a certificate of insurance and endorsements naming County of Nevada and its officers, employees and agents as an additional insured on the Commercial General Liability (using ISO form CG2026 or an alternate form that is at least as broad as form CG2026), Automobile Liability, and Professional Liability policies described below as to any liability arising from the performance of this Agreement.

The insurance carrier, and the Contractor, shall be required to give County of Nevada notice of termination at least 30 days prior to the intended termination of any specific policy. The below-referenced policies shall not be canceled, non-renewed, or materially reduced in coverage without thirty (30) days prior written notice being provided to County of Nevada in accordance with the notice provisions set forth herein. It is further understood that Contractor shall not terminate such coverage until County of Nevada receives adequate proof that equal or better insurance has been secured.

All deductibles and self-insured retentions shall be fully disclosed in the certificates of insurance and may not exceed \$10,000 without the express written permission of the County of Nevada. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates of endorsements for each subcontractor. All subcontractors shall be subject to all the requirements stated herein.

1. **Commercial General Liability (CGL):** \$2,000,000 per occurrence and \$5,000,000 annual aggregate covering bodily injury, personal injury and property damage.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage in the event motor vehicles are used by Contractor in the performance of the Agreement. This insurance coverage is required unless the Contractor does not drive a vehicle in conjunction with any part of the performance of this Contract and Contractor certifies to this fact by initialing here .
3. **Workers' Compensation:** Statutory coverage as required according to the California Labor Code, including Employers' Liability limits of no less than \$1,000,000 per accident for bodily injury or disease. This coverage shall be required unless the Contractor has no employees and certifies to this fact by initialing here .
4. **Professional Liability:** \$2,000,000 limit per occurrence and \$5,000,000 annual aggregate limit covering Contractor's wrongful acts, errors, and omissions. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than five (5) years following this Agreement's expiration, termination, or cancellation. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.
5. **Pollution Legal Liability:** \$500,000 where there may be use, release, or disposal of hazardous materials, medical waste or pollutants.
6. **Cyber Liability Insurance:** With limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate, coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Contractor in this Agreement and shall include, but not be limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic

information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations.

d. Other insurance provisions:

1. The Contractor's insurance shall be primary insurance as respects the County of Nevada, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County of Nevada, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it. Contractor's insurance shall be placed with admitted insurers rated by
2. A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by Nevada County's Risk Manager.
3. Each of the above required policies shall be endorsed to provide County of Nevada with 30 days prior written notice of cancellation. The County of Nevada is not to be liable for the payment of premiums, assessments, deductibles or SIRs on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this contract. No policies may provide that defense or indemnity will begin after the payment of a deductible or SIR; but rather, must be first dollar coverage. Policies shall not provide that coverage amounts will be reduced by defense costs.
4. If any of the required policies provide claims-made coverage, the Retroactive Date must be shown, and must be before the date of the contract and the beginning of contract work. The insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
5. The insurance requirements and limits of the insurance provisions of this Agreement shall not be construed to limit any direct or indirect liability of the Contractor. Acceptance of insurance does not relieve Contractor from liability under this provision. This provision shall apply to all damages or claims for damages related to the services performed by Contractor pursuant to the terms and conditions of this Agreement regardless if any insurance obtained by Contractor 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 by Contractor hereunder.
6. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County of Nevada requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any

available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County of Nevada.

7. **Failure to Maintain Coverage:** If the Contractor fails to maintain any of the insurance coverage required herein, Nevada County may withhold payment, order the Contractor to stop the work, declare the Contractor in breach, suspend or terminate the Agreement, assess insurance or pay premiums due on existing policies. County of Nevada may collect any replacement insurance costs or premium payments made by County of Nevada to an insurer from Contractor or deduct the amount paid from any sums due the Contractor under this Agreement. Breach of any insurance provision herein may be considered as a material breach in the discretion of the County of Nevada.
 8. Prior to the commencement of work, Contractor shall provide Nevada County with original certificates and amendatory endorsements or copies of the applicable policy language effecting the required coverage. All certificates and endorsements are to be received and approved by the County of Nevada before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County of Nevada reserves the right to require complete, certified copies of documentation evidencing compliance with these insurance requirements, including the endorsements required by these specifications, at any time. The County of Nevada shall be provided with any of the entire policies of insurance upon request.
 9. Contractor hereby grants to County of Nevada a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County of Nevada by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County of Nevada has received a waiver of subrogation endorsement from the insurer.
 10. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County of Nevada, its officers, officials, employees, or volunteers.
 11. The full policy limits for CGL and Professional Liability coverage shall be available to satisfy any and all claims of the County of Nevada including defense costs and damages, must be applicable exclusively to this Contract, and cannot be shared with any other contractual obligation of the Contractor.
- e. **Defense of claims and actions:** Contractor shall investigate, adjust, settle and/or defend County of Nevada against any and all claims, actions, or proceedings including, but not limited to, wrongful death, medical malpractice, claims under 42 U.S.C. Section 1983, and claims against County of Nevada by physicians, healthcare professionals, and personnel performing services for Contractor pursuant to this Agreement for employee benefits of any kind, arising out of Contractor's provision of health care services and programs under this Agreement. As part of its obligation to provide a defense to the County of Nevada, Contractor shall provide to County of Nevada legal representation where necessary in all cases other than petitions for writ of habeas corpus brought by

inmates in Nevada County's Superior Court. Contractor shall be fully responsible for all other legal matters related to health care services provided, and shall where necessary, respond verbally or in writing or give testimony in any court of law as part of the comprehensive health care services provided, and at no additional cost to the County of Nevada. Contractor shall cooperate with County of Nevada in the defense of habeas corpus writ petitions filed against the County of Nevada. This cooperation shall include, but is not limited to, providing medical records and testimony of Contractor personnel at hearings at no additional cost to the County of Nevada.

EXHIBIT "D"

**SCHEDULE OF HIPAA PROVISIONS
FOR COVERED ENTITY CONTRACTORS**

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):
HEALTH CARE PROVIDER AGREEMENT**

Contractor acknowledges that it is a "health care provider" and therefore is a Covered Entity, for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) and therefore is directly subject to the privacy, security and breach notification requirements therein and the civil and criminal penalties and shall implement its standards.

Contractor agrees to:

1. Use or disclose Protected Health Information (PHI) obtained from the County only for purposes of providing diagnostic or treatment services to patients.
2. Develop and maintain a written information privacy and security program that includes the designation of Privacy and Security Officer and establishes and maintains appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this agreement and applicable law. Safeguards shall include administrative, physical, and technical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
3. Track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or County in accordance with 45 CFR§164.528.
4. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor's workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this contract; and discipline such employees who intentionally violate any provisions of this agreement, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this contract and made available to County for inspection if requested.
5. Take prompt corrective action in the event of any security incident or any unauthorized use or disclosure of Protected Health Information to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.
6. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to the Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of the Contractor, or who should reasonably have known such unauthorized activities occurred.
7. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the

Contractor on behalf of COUNTY available to the County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).

8. Contractor agrees that this agreement may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this agreement is consistent therewith; and authorize termination of the agreement by County if County determines that Contractor has violated a material term of this agreement.

9. Ensure that Contractor will enter into "Business Associate Agreements" as required by HIPAA including provisions that the Business Associate agrees to comply with the same restrictions, conditions and terms that apply to the Contractor with respect to this agreement and with applicable requirements of HIPAA and HITECH. The Business Associate Agreement must be a written contract including permissible uses and disclosures and provisions where the Business Associate agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this agreement.