COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 902646

for

Comprehensive Medical Services

For complete information regarding this project, see Request for Proposal (RFP) posted at County of Alameda Procurement Portal [https://procurement.opengov.com/portal/acgov] or contact the County Thank you for your interest!

Contact Person: P. Biondi

Phone Number: (510) 208-9613

Email Address: p.biondi@acgov.org

General Services Agency (GSA) – Procurement

RESPONSE DUE
by
2:00 p.m.
on
January 6, 2027
through
Alameda County, GSA-Procurement
County of Alameda Procurement Portal
https://procurement.opengov.com/portal/acgov

Alameda County is committed to reducing environmental impacts across our entire supply chain. Please print only what you need, print double-sided, and use recycled-content paper if printing this document.

CALENDAR OF EVENTS

ALAMEDA COUNTY GSA PROCUREMENT DEPARTMENT
AND THE ALAMEDA COUNTY SHERIFF'S OFFICE
REQUEST FOR PROPOSAL No. 902646
COMPREHENSIVE MEDICAL SERVICES

EVENT	DATE/LOCATION
Request Issued	**October 15, 2026**
Exhibit B - Alameda County Site Security Clearance Form to attend Mandatory Site Walk Through and Bidders Conference	**This form MUST be completed by and submitted by November 2, 2026.** **Please email your completed security form to P. Biondi – p.biondi@acgov.org**
Mandatory Site Walk Through and Bidders Conference **Note: Bidders and personnel may only attend if they submit and pass the security clearance.**	**November 12, 2026, at 9:00 a.m. (Pacific Time)** **Santa Rita Jail** **Santa Rita Jail Media Room** **5325 Broder Blvd.** **Dublin, CA 94568** **At least one representative from the Bidder's team must attend in order to be eligible to submit a bid response.**
List of Attendees	**November 16, 2026**
Written Questions Due via the "Question & Answer" tab of this project in the County of Alameda Procurement Portal	**November 13, 2026 by 5:00 p.m.**
Questions & Answers Issued	**December 14, 2026**
Addendum Issued [only if necessary to amend RFP]	**December 14, 2026**
Response Due and Submitted through County of Alameda Procurement Portal	**January 6, 2027 by 2:00 p.m.** **Followed immediately by online Public Bid Opening which can be joined here:** **Please click on the link:** RFP No. 902646 Comprehensive Medical Services Public Bid Opening

	Meeting ID: 257 002 559 402 259 Passcode: ER2iQ3Q2 **Dial in by phone** tel:+14159153950,,194553335 Phone conference ID: 194 553 335# **Join on a video conferencing device** Tenant key: alamedacountyca@m.webex.com Video ID: 112 827 775 3
Evaluation Period	**January 6 - February 19, 2027**
Vendor Interviews	**Week of February 8, 2027**
Notice of Intent to Award Issued	**February 22, 2027**
Board Consideration Award Date	**June 1, 2027**
Contract Start Date	**July 1, 2027**

NOTE: All dates are tentative and subject to change.

Alameda County Vendor Outreach

Wednesday, October 21, 2026 10:30 a.m. – 11:30 a.m. ***TO ATTEND ONLINE:*** **Vendor Outreach** Call-in: +1 415-915-3950 Conference ID: 504 517 635#	***COME MEET ALAMEDA COUNTY'S PROCUREMENT TEAM!*** This public event is not specific to any RFP, where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County. These are conducted on most Wednesdays. Dates and locations can be confirmed by checking at **Upcoming Events** [https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/]

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 902646
SPECIFICATIONS, TERMS & CONDITIONS
for
COMPREHENSIVE MEDICAL SERVICES

TABLE OF CONTENTS

Page

CALENDAR OF EVENTS 2
I. STATEMENT OF WORK 5
A. INTENT 5
B. BACKGROUND 5
C. SCOPE 6
D. BIDDER QUALIFICATIONS 6
E. SPECIFIC SERVICE REQUIREMENTS 7
F. SUPPLEMENTAL OPERATIONAL/PERFORMANCE REQUIREMENTS 36
G. DELIVERABLES/REPORTS 56
H. BIDDERS CONFERENCE(S)/VENDOR OUTREACH 85
II. COUNTY PROCEDURES, TERMS, AND CONDITIONS 87
I. EVALUATION CRITERIA / SELECTION COMMITTEE 87
I. CONTRACT EVALUATION AND ASSESSMENT 92
J. NOTICE OF INTENT TO AWARD 93
K. BID PROTEST / APPEALS PROCESS 93
L. TERM / TERMINATION / RENEWAL 95
M. QUANTITIES 96
N. PRICING 96
O. AWARD 96
P. METHOD OF ORDERING 99
Q. INVOICING 99
R. ACCOUNT MANAGER / SUPPORT STAFF 100
III. INSTRUCTIONS TO BIDDERS 100
S. COUNTY CONTACTS 100
T. SUBMITTAL OF PROPOSALS 101

ATTACHMENTS

EXHIBIT A **BID RESPONSE PACKET**
EXHIBIT B **ALAMEDA COUNTY SECURITY SITE CLEARANCE**
EXHIBIT C **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**
EXHIBIT D **NATIONAL COMMISSION ON CORRECTIONAL HEALTH CARE STANDARDS 2026 (NCCHC)**

I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms, and conditions to describe qualified vendors who are interested and able to provide and coordinate comprehensive medical care services and associated systems of care for the justice-involved population at a correctional facility managed by the Alameda County Sheriff's Office (ACSO). The selected vendor will provide medical services for the justice-involved population housed at the Santa Rita Jail (SRJ) facility located in Dublin, CA. The selected vendor must work cooperatively with ACSO, local hospitals, and the Alameda County Behavioral Health Department (ACBHD), which is responsible for providing mental health care to the justice-involved population. The provision of justice-involved health services by the Contractor must include comprehensive medical care including administering and prescribing medicine, women's health, dental care, coordination with mental health care providers, clinic time, California-Advancing and Innovating Medi-Cal (CalAIM) Reentry coordination, and other services as more specifically identified in this RFP.

The County intends to award a three-year contract (with an option to renew for two years) to the bidder selected as the most qualified, responsible bidder whose response conforms to the RFP and meets the County's requirements.

B. BACKGROUND

The County of Alameda was incorporated in 1853. It covers 738 square miles and extends from the eastern shore of San Francisco Bay to San Joaquin County. ACSO Detention and Corrections is managed by the County Sheriff, who is primarily accountable for the care, custody, and control of the justice-involved population housed in one detention facility - Santa Rita Jail (SRJ), 5235 Broder Boulevard, Dublin, CA 94568.

Approximately 52,000 justice-involved individuals are processed through the County's detention and corrections facility each year. Due to the 2011 realignment of California's Prison and Jail populations, the justice-involved population numbers at SRJ are in flux. The justice-involved population is cyclical, typically with a higher census during the winter months. This facility is considered a "new generation jail" in which as many services as possible are brought to the justice-involved individuals at the facility rather than bringing the individual to a separate medical facility.

SRJ

SRJ is the detention facility currently operated by ACSO. There are 17 housing units, and the facility can hold approximately 3,538 justice-involved individuals. This facility's current average daily population is 1,500 individuals. The justice-involved population is held under contract with local, State, and Federal governments. Approximately 120 of

these individuals are women. The facility includes the following areas where medical services are to be provided:

Main Clinic: Many medical services for the justice-involved population are provided at the medical clinic on the premises. The dedicated clinic area includes exam rooms, a dental clinic, and a trauma area. On average, 80 justice-involved persons are seen daily in the clinic, 400 individuals weekly, 1,600 justice-involved persons monthly, and approximately 20,000 justice-involved persons yearly. The main clinic is housed in the Core Building and contains a 20-room outpatient-housing unit (OPHU) with a total capacity of 25 beds that can accommodate convalescent care, intravenous treatment, centralized detoxification, psychological observation, on-site dialysis, and management of non-ambulatory patients.

Intake and Receiving: This holding area allows for the separation of individuals by classification and gender. A complete intake-screening clinic screens an average of 100 justice-involved persons in a 24-hour period. Mandatory tuberculosis testing is a component of the intake screening process. Pregnancy testing is conducted on a voluntary basis, and diabetes testing is conducted on an as needed basis.

C. SCOPE

ACSO requires a highly qualified vendor to provide comprehensive health care services for the SRJ justice-involved population. The Contractor will be responsible for justice-involved health care services immediately upon acceptance into ACSO's custody through the intake processes at the SRJ facility, and throughout the term of custody. The selected vendor will be responsible for facilitating, paying, and coordinating all medical services provided to the justice-involved population. For services provided at outside medical sites, the Contractor will arrange and pay for outside services.

D. BIDDER QUALIFICATIONS

1. Contractor must be able to safely and securely provide and coordinate comprehensive medical care services and associated systems of care to meet the needs of the justice-involved population at the ACSO's detention and corrections SRJ facility. Bidder must be qualified and experienced in providing comprehensive medical care services in a correctional, or a similarly secure environment. Information on the required documentation to support minimum qualifications is in Exhibit A – Bid Response Packet.

2. BIDDER Minimum Qualifications

    a. Bidder has been regularly and continuously engaged for at least three years in providing comprehensive medical services for a population of similar size and complexity to the population at SRJ – documentation of similar size and complexity must be included, and comparability of

services shall be determined at the sole discretion of the County, which must be clearly demonstrated in the bid response packet.

b. Bidder has provided services in a facility accredited with National Commission on Correctional Health Care (NCCHC) (Please refer to Exhibit D for all of the NCCHC standards of care referenced in this RFP) or a similar healthcare facilities accreditation program for at least three years, which must be clearly demonstrated in the bid response packet.

c. Bidder must possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, for example the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses and credentials; however, Bidder must provide such proof if requested by County.

E. SPECIFIC SERVICE REQUIREMENTS

The selected bidder will be expected to provide the following services as a Contractor:

1. Contractor understands and commits to using reasonable efforts to meet all applicable 2026 NCCHC accreditation standards, along with any updates to NCCHC accreditation standards that occur during the term of the Agreement, and to collaborate with the County and facility staff in the preparation and submission of a timely application for NCCHC accreditation for services provided in the County of Alameda as well as the maintenance of such accreditation. Please refer to Exhibit D for specific standards referred to in the RFP.

2. **Services** - Contractor must provide comprehensive health care services for justice-involved individuals housed at the SRJ facility, including preventative services. Health care services provided under this RFP must be delivered in a manner consistent with applicable federal and state constitutional requirements and must meet or exceed generally accepted community standards of medical care. The Contractor must provide care that avoids deliberate indifference to serious medical needs and supports timely access to clinically appropriate services for all justice-involved individuals. All clinical encounters must be provided in a manner that reasonably projects confidentiality and privacy of care, consistent with security needs and the NCCHC standard for Confidentiality and Privacy Care.

   Contractor will charge the ACSO based on an Average Daily Population (ADP) of 1,100 – 1,700. If the ADP exceeds the ADP range each month (over 1,700), ACSO will pay the Contractor a per diem rate per individual for the number of individuals exceeding the ADP, to be reconciled quarterly. If the ADP falls below the ADP range each month (below 1,100), the same per diem rate will be

credited to ACSO using the same calculation for each month, reconciled quarterly.

Clinical decision-making regarding the diagnosis, treatment, and management of patient care must remain the responsibility of licensed health care professionals acting within their scope of practice. When custody, operational, or security considerations will impact the timely delivery of medically indicated care, the Contractor must have an established escalation process to promptly notify appropriate ACSO leadership and seek resolution in a manner consistent with patient safety, applicable laws, and 2026 NCCHC Jail Standards.

Contractor's services must include the following minimum levels of service:

a. **Intake (receiving) Health Screening** - Intake health screening must be performed for all justice-involved individuals by a licensed registered nurse (RN) at the time of booking as soon as possible following admission, no later than six (6) hours after admission, in accordance with applicable NCCHC Receiving Screening standard, State, and local requirements. Booking takes place intermittently but is heaviest on the P.M. shift. The intake (receiving) health screening process must be designed and implemented to minimally accomplish the following:

   (1) Identify and address any urgent or emergent health needs of individuals being admitted, including conditions requiring immediate medical, mental health, or dental intervention.

   (2) Identify and address any known or readily observable health needs requiring follow-up medical, dental, and/or mental health services.

   (3) Identify individuals who appear potentially contagious and ensure appropriate infection control measures, isolation, and follow-up in accordance with public health requirements.

   (4) Obtain medical clearance when clinically indicated, including for housing placement, restraint use, intoxication, withdrawal risk, or other circumstances requiring health authorization.

   (5) Conduct mandatory tuberculosis testing that must be started at intake in accordance with State and local standards.

   (6) Contractor must have an intake pre-screening procedure for mental health issues and referrals.

b. **Fourteen-Day Health Appraisal (Initial Health Assessment (IHA)** - An IHA must be performed by a licensed RN of all incoming justice-involved individuals, which is fully compliant with ACSO protocols and requirements. An IHA must be performed as soon as possible following admission, but no later than fourteen calendar days after admission, in

accordance with applicable NCCHC Initial Health Assessment standard, State, local, and facility standards. The IHA must include at a minimum:

(1) Review of the receiving (intake health records).

(2) Collection of additional clinical data by a licensed RN to complete a comprehensive health history, including follow-up of any abnormal findings identified during the receiving screening or subsequent encounters.

(3) Recording of vital signs by a licensed RN, including height and weight.

(4) A hands-on physical examination, appropriate to the individual's gender, age, and identified risk factors, performed by a licensed provider or licensed RN.

(5) Laboratory and/or diagnostic testing as clinically indicated and order by the provider.

c. **Sick Call (Non-emergent Health Care Requests and Services) -** Justice-involved individuals must have access to essential health care services at all times. At a minimum, a licensed RN and a physician must be on duty at all times.

Consistent with applicable NCCHC Nonemergent Health Care Requests and Services standard, all individuals, regardless of housing assignment, shall be provided the opportunity to submit written or electronic non-emergent health care requests at least daily. The Contractor shall ensure that responses to health care requests are timely and sufficient to meet the health needs of the patient population, including a face-to-face encounter conducted by a qualified health care professional (QHCP), within twenty-four (24) hours of receipt by health staff, unless clinical judgment requires a more urgent response.

Contractor must conduct sick call examinations. Contractor must conduct sick call Monday through Friday. Sick call must be held in the medical rooms located in the SRJ housing areas of the facility. Additional sick call hours will be added as required to meet patient demand and clinical need.

d. **Health Care Plans (Care Planning and Continuity of Care) –** The Contractor must ensure that justice-involved individuals being treated at SRJ, including those receiving ongoing, chronic or specialized care, have individualized health care plans developed and Implemented by qualified health care professionals. Justice-involved individuals being treated at SRJ

must have health care plans with identified health needs clear treatment goals and objectives, planned interventions, and follow-up requirements with policies, and procedures for documenting goal achievements. The IHA must be documented, monitored, and updated in the health record to support continuity, coordination, and quality of care in accordance with applicable NCCHC Continuity, Coordination, and Quality of Care During Incarceration standard, state, and local requirements.

e. **Chronic Disease Management Program –** Contractor must maintain a written chronic disease management program with site-implemented clinical protocols in accordance with NCCHC Chronic Disease Management and Specialized Health Care Services standard. The program must include, at a minimum, cardiovascular disease (including hypertension, hyperlipidemia), diabetes, HIV, liver disease (including hepatitis, cirrhosis), lung disease (including asthma, COPD), seizure disorders, and other special health care needs requiring treatment plans. Documentation in the health record must demonstrate that providers follow protocols as clinically indicated, including follow-up frequency based on disease control and goals, monitoring and status assessment, indicated diagnostic testing, patient education, and clinical justification for deviation from protocol.

f. **Best Practices -** Quality Improvement and Compliance Support - Provide ongoing recommendations to ACSO and ACBH to support evidence-based practices , continuous quality improvement (CQI), policy , policy development, and regulatory compliance. This includes assistance with policy, procedural, legal, and compliance updates necessary to remain aligned with NCCHC CQI Program standard other applicable federal, state, and local laws or standards for the entire duration of any contract.

g. **Leadership and Administrative Oversight -** Administrative leadership services must have cost accountability and if requested, justify medical care and responsiveness to the justice-involved individuals, and the ACSO. Administrative leadership shall support an organized and coordinated system of health care delivery, ensure that clinical decisions are made by qualified health care professionals based on patient care needs, and provide appropriate oversight and performance monitoring, consistent with applicable NCCHC Responsible Health Authority and Designated Health Staff standard.

h. **Food Services - Special and Medically Indicated Diets -** Provide clinical review and recommendations for all medically indicated and special needs diets. Contractor dietary recommendations and related processes must adhere to the medical dietary standards outlined in California Code

of Regulations (CCR) Title 15, Section 1248, as they may change from time to time, and mist support the provision of nutritionally adequate, medically appropriate diets consistent with applicable NCCHC Nutrition Services standard.

i. **Services On Site Outpatient Housing Unit Care - SRJ** - Contractor must appropriately utilize the space available for use, including 25 beds in 20 rooms at SRJ to provide infirmary-level care services, in accordance applicable NCCHC Infirmary-Level Care standard. Contractor operations at the Outpatient Housing Unit (OPHU) at a minimum must include:

(1) Continuous physician on-site, 24 hours per day, 168 hours per week, Monday through Sunday, including holidays.

(2) Contractor must provide on-site supervision in the OPHU by a licensed registered nurse, 24 hours a day, 168 hours per week, Monday through Sunday, including holidays.

(3) Contractor must provide 24 hour nursing services, 168 hours per week, Monday through Sunday, including holidays.

(4) Contractor must maintain and provide an on-site copy of the Manual of Nursing Services.

(5) Separate, individual, complete and confidential medical records maintained for each individual in the contractor's care.

j. **Suicide Prevention Program –** Coordinate with ACBHD, as the lead agency, in the Suicide Prevention Program. At a minimum, the contractor's responsibilities must include:

(1) Participation in program meetings and collaboration to provide pre-screening and crisis intervention.

(2) Contractor must provide a physician to participate in the Suicide Prevention Program, including review of issues related to suicide prevention and assistance in addressing and resolving of identified concerns in accordance with applicable NCCHC standards.

(3) Contractor must work cooperatively with ACBHD and SRJ staff as appropriate.

(4) Contractor must remain clinically responsible for the health and well-being of the individuals in the Contractor's care, including

medication management, monitoring of vitals, assessment of medical needs, and confirmation of well-being in accordance of with applicable NCCHC Suicide Prevention and Intervention standard.

k. **Dental Services -** Provide emergency, medically necessary, and non-emergency dental services, including but not limited to extractions and dental hygienic cleanings in accordance with applicable NCCHC Oral Care standard, state, and local requirements. Dental services must be provided a minimum of 80 hours per week at SRJ unless a lesser number of hours is agreed to in writing by the Contracts Lieutenant.

(1) Based on the individual's length of stay, clinical need, and treatment priorities listed, Contractor must provide the following dental services:

(a) Oral Screening by a trained professional will be performed as soon as possible. Notwithstanding the timing of the oral screening, instructions on oral hygiene and preventative oral education must be given within 14 days of admission, and a licensed dentist must perform an initial oral examination.

(b) Relief of pain and treatment of acute infections or dental conditions, including but not limited to hemorrhage, toothaches, loose or knocked out (avulsed) teeth, abscesses, and dry sockets after extractions.

(c) Extraction of unsalvageable teeth as clinically indicated and appropriate to the individual's length of stay and treatment priorities.

(d) Repair of injured or carious teeth as clinically indicated and appropriate to the individual's length of stay and treatment priorities.

(e) Removal of oral irritation conditions that may lead to malignancies (if in custody term is prolonged beyond the current average stay of 32 days.

i. Root Canals – Root canal treatment on posterior teeth (bicuspids and molars) must be provided, and such teeth will be extracted when clinically indicated. All root canals are to be completed at an off-site facility. Justice-involved individuals

requiring definitive root canal treatment for anterior teeth, which are restorable with available restorative materials, may receive a root canal if the justice-involved individual's overall dentition must fit the following conditions:

- The retention of the tooth is necessary to maintain the integrity of the dentition.
- The tooth has adequate periodontal support and a good prognosis for long-term retention and restorability.
- The tooth is restorable using American Dental Association (ADA) and the Contractor's approved methods and materials and does not require extensive restoration including either a pin or post retained core build up.
- There is adequate posterior occlusion, either from natural dentition or a dental prosthesis, to provide protection against traumatic occlusal forces.

(f) Dental hygiene services and exams for individuals in custody for a year or more, once yearly, as clinically appropriate.

(2) Contractor must provide triage, prioritize and then schedule patients to requesting or identified as needing dental care. Patients requiring oral attention will be scheduled to see the dentist as soon as possible based on clinical priority. Dentist staff must prioritize evaluation and treatment of patients with emergent dental issues.

(3) For more complex procedures or specialized dental procedures, i.e. wisdom tooth extraction, Contractor must notify the Contract Lieutenant or the Contract Lieutenant's designee for a referral to an outside oral surgeon in accordance with the procedures set forth in Section p., Item No. 1, Acute Care Needs.

(4) For elective or non-urgent dental care that can be safely deferred based on clinical judgement, Contractor will provide appropriate

referral information and discharge guidance upon the patient's release to support continuity of care.

l. **Special Needs of Pregnant and Postpartum Women -** Care for the special needs of pregnant and postpartum women, in accordance with applicable NCCHC Care of Pregnant and Postpartum standard, state and local requirements, including, but not limited to:

(1) Optional Screening and testing for pregnancy are available at the time of booking the justice-involved individual of reproductive age into the facility.

(2) Care must be provided in accordance with Pregnant Female Protocols established by statute regulation and ACSO Policies and Procedures. Any new or revised protocols must be approved in writing by the ACSO prior to implementation.

(3) When clinically indicated, referrals to and coordination with community community-based Medication Assisted Treatment (MAT) programs, including methadone Opioid and Alcohol Use Disorder treatment providers experienced in the special needs of pregnant/postpartum clients must be provided when clinically indicated.

(4) Prenatal education and counseling must be provided as clinically appropriate.

(5) Coordination of specialized medical services, if requested by the ACSO, Contractor must provide verification by supplying copies of written agreements with service providers to assure the continuous availability of the full range of routine and emergency obstetrical services including management of high-risk pregnancies and conditions.

(6) Doula services that meet obligations under AB 732 -AB-732 Reproductive Dignity for Incarcerated Individuals Act.

m. **Family Planning Services -** Providing family planning services pursuant to California Penal Code Sections 3409, 4023.5, and other federal, state, and local laws and regulations. Family planning services shall be provided in a manner that ensures access to clinically appropriate counseling, information, and services, consistent with applicable NCCHC Care of the Pregnant and Postpartum and Access to Care standards.

n. Prosthesis/Eyeglasses - Provide and make payment for medically necessary medical and dental prosthesis and eyeglasses, as clinically indicated. Provision of such items shall be based on clinical need, support functional health and safety, in accordance with applicable NCCHC Access to Care standard, State, and local requirements.

o. Consulting Services and Medical Equipment - Contractor must be responsible for making arrangements and payments for all consulting medical specialty services and special medical equipment (i.e., braces, crutches, etc.) as clinically indicated. Special medical equipment must be defined as durable medical equipment (DME) as set forth under Medicare Part B plans and includes, but is not limited to diabetic supplies, canes, crutches, walkers, commode chairs, wheelchairs, home type oxygen equipment, traction equipment, etc. As further defined, DME is equipment which:

(1) Can withstand repeated use.

(2) Is primarily and customarily used to serve a medical purpose.

(3) Is generally not used useful to a person in the absence of illness or injury.

(4) Is appropriate for use in the SRJ housing area, based on clinical needs and security considerations.

(5) The use of any DME within the Facilities will require the approval of the ACSO. For any major medical equipment, including but not limited to beds and seat lift mechanisms, Contractor must meet with ACSO to discuss the clinical need and determine if ACSO will purchase and retain ownership of the equipment. All consulting services and special medical equipment shall be ordered based on clinical judgment, coordinated as necessary with custody staff, and documented in the individual's health record.

p. **Hospital Care -** Make arrangements to provide payments for all medically necessary in-patient and outpatient treatment required following booking. For the following services, Contractor must enter into agreements with and use the providers agreed to by the ACSO:

(1) Acute Care Needs - Medical emergencies that require care outside of the facility, for which there is unavailability of specific services, hospitalization for the acute care needs of all justice-involved individuals is primarily provided by Alameda Health System and

Highland Hospital located in Oakland, however, Contactor may use another provider with the written consent of the ACSO.

(2) Emergency Room - Emergency room care for SRJ individuals is currently provided by Stanford Health Care located in Pleasanton. Contactor may use Eden Medical Center in Castro Valley for trauma injuries. Use of other emergency department providers, Contractor needs written consent by the ACSO.

(3) Mental Health Services - Mental health care for all justice-involved individuals is provided by ACBHD, through its Adult Forensic Behavioral Health division, although some acute services may be provided through an outside services provider as applicable. Contractor must work in collaboration with ACBHD and any outside mental health services provider to ensure timely access to care, continuity of treatment and coordination of medical and mental health services.

All hospital and specialty care referrals shall be based on clinical judgment, coordinated with custody staff as necessary, and documented in the individual's health record, consistent with applicable NCCHC Emergency Services and Response Plan and Hospital and Specialty Care standards, State, and local requirements.

q. **Emergency Services and Response Plan -** Contractor must maintain and fund a written health services emergency response plan specific to SRJ, approved by the Contracts Lieutenant or their designee, and coordinated with ACSO custody emergency procedures. Consistent with NCCHC Emergency Services and Response Plan standard, the plan must address emergency response roles and communication; access to emergency equipment and medications, including AED/cardiac response equipment as applicable; after-hours emergency coverage; emergency transport and hospital transfer processes; and periodic review and drills as required by policy. Contractor must make every effort to take the best course of action prior to activating the EMS system.

r. **Disaster –** The Contractor must ensure provisions of comprehensive medical care services during a natural disaster, or declared state of emergency, or declared state of local health emergency. Contractor must develop, maintain, and implement a written contingency plan to provide essential medical services following a natural disaster, or declared state of emergency, or declared state of local health emergency, including coordination with custody and external response agencies, in accordance

with NCCHC Emergency Services and Response Plan standard, State, and local requirements.

s. **AIDS/HIV Services -** Contractor must cooperate with the Alameda County Public Health Department's Office of HIV Care and Prevention, as well as local planning bodies and community groups – Oakland Transitional Grant Area (TGA), HIV Education and Prevention Project of Alameda County (HEPPAC), East Bay Getting to Zero (EBGTZ), and Alameda AIDS Research Coalition (AARC) to support ongoing HIV/AIDS education, prevention and linkage within the Detention and Corrections facilities. AIDS/HIV testing must be provided as clinically indicated consistent within current community standards of care or upon the ACSO staff request, pursuant to Labor and Health and Safety Codes. All HIV testing must be done in accordance with state law and informed consent requirements. When clinically indicated, the Contractor shall support referral, follow-up, and continuity of care, including coordination with public health and community providers.

t. **Ancillary Services -** Provide and arrange for laboratory, diagnostic tests, and other ancillary health services as clinically required. Ancillary services may be performed off-site when necessary but must preferably be provided on-site whenever feasible. Laboratory services performed on site must include, but are not limited to:

(1) Dipstick Urinalysis

(2) Finger stick blood glucose

(3) Pregnancy Testing

(4) Stool Blood Testing

(5) Contractor will provide medically- necessary diagnostic laboratory testing through the approved laboratory. Whenever possible, laboratory tests will be conducted on- site. Laboratory testing includes routine, special chemistry, and toxicology analysis as clinically indicated.

(6) Contractor will coordinate with the approved laboratory to ensure timely specimen pickup, processing, and delivery of accurate reporting within 24 hours, when clinically appropriate.

(7) Within 24-48 hours, the physician, or other qualified healthcare professional will review the date and initial laboratory data upon receipt of test results. Once reviewed, the results must be filed in

the patient's health record, and a plan of care must be established as appropriate. Critical or crisis level results must be reported immediately to the supervising physician or responsible provider for timely clinical action.

u. **Radiology Services –** Contractor must enter into agreements with and use radiology providers approved by the ACSO to provide on- site radiology services. Contractor must provide a list of at least one (1) other radiology providers within Alameda County. ACSO shall not unreasonably withhold approval of any provider not previously approved. No approval under this service shall be unreasonably withheld by the ACSO. Radiology services will include but are not limited to the following as clinically indicated:

(1) X-Ray Services

(2) Ultrasound Services

(3) Sonograms

(4) Doppler Studies

(5) Holter monitor studies

(6) Contractor must use the on-site digital X-ray facility, staffed by a qualified X-ray technologist, to maximize use of on-site X-ray services, unless clinical circumstances require off-site imaging.

(7) A board-certified or board-eligible radiologist will interpret all X-rays and radiology results. The site physician will review all initial radiology results, document findings in the individual's health record, and develop and implement a follow-up care plan as clinically indicated.

v. **Electrocardiogram Services**

(1) Contractor must provide ECG services on site and is responsible for all equipment supplies, and maintenance required to perform these services in accordance with applicable NCCHC On-Site Diagnostic Services standard, state, and local requirements.

(2) Contractor must have all studies reviewed and interpreted by a qualified provider – including a physician, nurse practitioner, or physician's assistant, acting within their scope of practice, and may have a cardiologist provide an over-read as deemed clinically

appropriate. ECG results must be documented in the individual's health record, reviewed by the site provider, and incorporated into the plan of care as clinically indicated, in accordance with applicable NCCHC On-Site Diagnostic Services standard, State, and local requirements.

w. **Dialysis**

(1) Contractor must enter into agreements with and use providers made available by the ACSO to provide on-site dialysis services, including equipment, labor, and supplies. Contractor must provide a list of at least one (1) other dialysis provider within Alameda County. ACSO shall not unreasonably withhold approval of any provider suggested by Contractor. Should previously approved providers not be available, the use of a provider not previously approved by the ACSO must be approved by the Contract Lieutenant or the Contract Lieutenant's designee. No approval under this section shall be unreasonably withheld by the ACSO. Hemodialysis services will be provided three (3) times per week, or more frequently if clinically indicated to justice-involved individuals who have been medically determined to require such treatment. Dialysis services shall be provided in a manner that ensures timely access, continuity of care, patient safety, and medical oversight, in accordance with NCCHC Chronic Disease Management and Specialized Health Care Services standard.

(2) If the need for dialysis increases, Contractor must work collaboratively with the ACSO-approved providers and ACSO to manage services within the jail to accommodate any increased patient volume, including utilization of two (2) dialysis chairs, staffing adjustment, scheduling modifications, and coordination of care as clinically indicated. Contractor shall must ensure that dialysis care is integrated into the patient health record, monitored for effectiveness and complications, and coordinated with off-site specialty and hospital services when necessary.

x. **Diagnostic Records -** The County anticipates a transition to a new electronic health records (EHR) EPIC record system. While the County intends for EPIC contract negotiations, readiness, implementation, and go-live to align with the contract start date, the Contractor acknowledges that EPIC implementation timelines may occur prior to, concurrently with, or extend beyond the contract start date based on County readiness, vendor dependencies, and regulatory or operational considerations. If the EPIC EHR system has not gone live as of the

contract start date, Contractor must provide and utilize their own EHR system upon start of the contract. Upon EPIC go-live, Contractor must convert over to the EPIC EHR system at the Contractor's expense and must deliver all historical and active patient medical records from their EHR system.

y. The Contractor must cooperate fully with the County, its EHR implementation partners, and EPIC in all phases of planning, readiness, implementation, testing, training, data migration, and go-live activities, regardless of the final implementation timeline. Failure to cooperate with EHR transition activities or to maintain continuity of care during EHR implementation may be deemed a material performance issue under breach of the Contract.

z. Contractor must provide diagnostic results electronically through the EHR system. If the County transitions to the EPIC records system, the contractor will be required to use this system after the transition occurs. Laboratory and Radiology reports will be integrated into the patient's health record via secure electronic interface functionality when available. If a results interface is not used or temporarily unavailable, diagnostic, results may be manually entered, and/or reports scanned or uploaded into individual's health record , provided that documentation is complete, accurate, timely, and legible.

aa. EPIC Licensing Fees and Costs. Upon installation and implementation of the EPIC System by the County, the Contractor shall be responsible for the payment of all applicable annual fees, licensing fees, subscription fees, maintenance fees, renewal fees, and other recurring costs associated with the continued operation, access, and use of the EPIC System. The amount and allocation of such costs to be paid by the Contractor. Any agreed-upon costs and payment terms shall be documented in writing and incorporated into the Contract, as applicable.

bb. **Electronic-consultation –** The County strongly recommends the Contractor, at their own expense, use electronic consultation (e-consult) to provide near real time access to consultations with a panel of medical specialists. Using e-consult, Contractor's on -site physicians, and mid-level providers can access specialists in any one of the 24 specialties and 35 subspecialties available through e-consult, including infectious disease, orthopedics, and cardiology. These e-consult services may be used to support the clinical decision making, including confirming the need for an off off-site specialty referral or providing specialty guidance to support appropriate on-site management thereby reducing any unnecessary off site referrals while ensuring timely clinically appropriate

care. All e-consults requests, specialist recommendations, and resulting clinical decisions must be documented in the patient's health chart. When an off-site referral is clinically indicated and approved, appointments must be scheduled and coordinated in a timely manner, and follow-up care shall be documented to ensure continuity and coordination of care, in accordance with NCCHC Access to Care (J-A-01), Hospital and Specialty Care, and Continuity, Coordination, and Quality of Care During Incarceration standards. E-Consult consult is not a substitute for actual medical diagnosis.

cc. **Detoxification from Drugs and Alcohol** - Provision of detoxification and withdrawal management services must be provided in accordance with the applicable NCCHC state and local standards. Contractor must implement evidence-based protocols for the identification, monitoring, and treatment of individuals experiencing or at risk for substance withdrawal, including alcohol, opioids, and other substances, to ensure patient safety and timely clinical intervention.

Contractor must provide an Opioid Use Disorder maintenance/detoxification program or a clinically equivalent community-based MAT program and must obtain and maintain all licenses certifications and regulatory approval required to operate the program. Services must be provided by qualified health care professionals, with appropriate medical oversight, documentation, and continuity of care.

Contractor must assure that justice-involved pregnant women with histories of substance abuse or dependency are evaluated on-site by registered nurses immediately upon identification and referred within four (4) hours for high-risk obstetrical evaluation. Contractor must coordinate and pay for enrollment and assessment services, and continuation of care for pregnant individuals with opioid use disorder, including referral to methadone maintenance or other approved MAT programs, and must ensure coordination with obstetrical and specialty providers to support maternal and fetal health, in accordance with NCCHC Services for Substance Use Disorder and Care of the Pregnant and Postpartum Patient standards.

dd. **California Advancing and Innovating Medi-Cal Program (CalAIM) -** The CalAIM program is mandated by the State of California and the Federal government. Contractor must coordinate and provide pre-release health services and care management, as applicable, to support continuity of care for the justice-involved individuals at Santa Rita Jail upon reentry to the community, consistent with DHCS CalAIM Justice-Involved guidance

and NCCHC Access to Care and Continuity, Coordination, and Quality of Care During Incarceration standards. Contractor must maintain minimum staffing for CalAIM designated services including but not limited to Medi-Cal application assistance, 30-day supply of release medications, mental health and substance use disorder treatments. and These services may be reduced and/or eliminated if funding for CalAIM services is withdrawn by the state or federal government. The ACSO reserves the right to modify and/or terminate CalAIM services and/or positions listed in the staffing matrix and shall provide a 30-day written notification to the Contractor.

(1) CalAIM Claim Services – Contractor must utilize and support a third party contractor and/or EPIC to do the following:

(a) Prepare and submit claims for in-custody medical services reimbursable under CalAIM from federal and state Medi-Cal Funds via the Department of Health Care Services or the Medi-Cal Managed Care Plan via Kaiser Permanente or the Alameda Health Alliance.

(b) Ensure claims are accurate, complete, and submitted within ninety days from the date of the provision of services when eligibility is determined and all necessary information has been provided to the third party biller in order for a clean claim to be submitted.

(c) Monitor claims status and follow-up as necessary to ensure payment is received.

(d) Resubmit claims that are denied or require additional documentation.

(e) Reconcile payments received with submitted claims to ensure accurate accounting.

ee. **Medi-Cal County Inmate Program (MCIP)** - coordinate and facilitate MCIP eligibility of inmates and Medicaid payment for Medi-Cal covered services by using reasonable best effort to facilitate MCIP eligibility. Contractor must provide County and/or designated third-party billing contractor with all documentation that may be required to facilitate claiming of or reimbursement for the cost of Medi-Cal services covered by the county. https://www.dhcs.ca.gov/provgovpart/Pages/MIP.aspx

(1) Contractor must notify the County of any inmate who may have a hospital stay longer than 24 hours. County will begin the process of obtaining Medi-Cal or any other third-party coverage and

reimbursement. Contractor must provide all necessary information in the medical file as may be needed to secure coverage and reimbursement.

ff. **Comprehensive MAT Services** -

(1) Comprehensive MAT services for individuals diagnosed with or clinically indicated for treatment of Opioid Use Disorder (OUD) while in Santa Rita Jail (SRJ). MAT services must include screening, clinical assessment, initiation, continuation, and maintenance of FDA approved medications for OUD (including all forms of buprenorphine, methadone, and naltrexone), as clinically indicated.

(2) MAT services must be delivered in accordance with generally accepted medical and correctional health standards of care, including guidance issued by the Substance Abuse and Mental Health Services Administration (SAMHSA) and the standards implemented by the National Commission on Correctional Healthcare (NCCHC), and the Americans with Disabilities Act (ADA). Additionally, the contractor must ensure continuity of MAT for individuals entering SRJ already receiving such treatment and must coordinate with community-based treatment providers and reentry partners to support continuity of care upon release, consistent with California justice-involved reentry initiatives administered by the California Department of Healthcare Services (DHCS Justice-Involved Reentry Initiative).

gg. **Hearing/Language Interpreters** - Contractor must be prepared, have available, and coordinate the use of qualified and hearing and language interpreters to ensure that health screening and the provisions of medical services are accessible to all justice-involved individuals in accordance with NCCHC, state, and local standards. Contractor must provide and bear all costs associated with hearing and language interpreter services required for medical care, which must include all intake screenings, health assessments, clinics and clinical encounters, sick call, specialty clinics, diagnostic services, and all medical related appointments, as needed, required and/or requested by the justice-involved individual.

Interpreter services must be provided in a manner that ensures effective communication, patient understanding, informed decision-making, and continuity of care, and shall be appropriately documented in the health record when utilized, consistent with NCCHC Access to Care standard.

Only when absolutely necessary, and after reasonable efforts by the Contractor to secure interpreter services, may the Contractor request assistance from ACSO in order to meet this obligation.

hh. **COVID-19 Testing –** Contractor must supply and administer COVID-19 testing and vaccinations for justice-involved patients upon when symptoms are reported, or when clinically indicated, in accordance with NCCHC Infection Prevention and Control standard, local, State, and federal public health guidance, including requirements issued by the California Department of Public Health (CDPH) and the Centers for Disease Control and Prevention (CDC).

ii. **Infection Prevention and Control and Environmental Inspections -** Consistent with NCCHC Infection Prevention and Control standard, Contractor must implement a site-specific Infection Prevention and Control Plan, evaluated at least annually by the responsible physician or designated provider, and must maintain documentation of required infection control activities, including sterilizer use and maintenance logs and monthly documented inspections of health service areas confirming that clinical areas are clean and sanitary and that equipment is inspected and maintained.

jj. **On-Site Specialty Clinic and Ancillary Services –** The County has historically utilized a range of on-site specialty clinic services and frequencies to meet population needs. Bidders may reference such service categories in their proposals but are encouraged to recommend service levels supported by clinical rationale. Clinic descriptions for specialty clinics are as indicated below. The specialty clinics to be provided are:

(1) Optometry

(2) Orthopedics

(3) Physical Therapy

(4) Obstetrics

(5) AIDS/HIV

(6) Radiology

(7) Tuberculosis

(8) Asthma

(9) Diabetes

(10) Hypertension

(11) Seizure

(12) Lipid and Coumadin

(13) Ultrasound

(14) Dialysis

(15) Oral Surgery

(16) On-site oral surgical procedures must include:

(a) All facial lacerations

(b) Maxillary Lefort Fractures

(c) Zygomatic arch fracture

(d) Traumatic Nasal-Septal deformities

(e) Mandible fractures – both open and closed

(f) Denoalveolar fractures

(g) Incision and drainage of maxillofacial abscesses

(h) Complex odontotomies

(i) Complex biopsies

kk. **Staffing Services**

(1) Contractor must maintain minimum medical staffing based on Average Daily Population (ADP) levels which establishes minimum staffing requirements based on the sliding scale ADP basis, consistent with NCCHC Staffing standard and accepted correctional health care staffing models.

Bidder may propose alternative staffing models only if the Bidder demonstrates that such models provide equivalent or greater access to care, clinical coverage, responsiveness, and compliance with applicable NCCHC accreditation standards and regulatory

requirements. Any alternative staffing approach shall be subject to County review and approval prior to contract award.

(2) Minimum Staffing Expectations – Minimum staffing expectations will be established in the contract. Contractor staffing must:

(a) Allow flexibility in development based on patient acuity and workload.

(b) Avoid incentivizing rigid staffing head count preservation solely to avoid liquidated damages.

(c) Emphasize adequacy of clinical coverage rather than static shift counts.

(3) Minimum Staffing Plan – Contractor must provide and maintain a minimum staffing plan consistent with applicable NCCHC Staffing standards, including:

(a) A comprehensive staffing plan maintained by the Health Services Administrator (HSA) that includes:

i. A list of all budgeted positions including full-time, part-time, per diem, contracted, agency, medical, dental, and ancillary support staff.

ii. Identification of current staffing assignments for all budgeted positions, including identification of any vacancies.

iii. A description of the processes to ensure continuity of care during staffing vacancies, absences, or unfilled shifts, including the use of temporary, agency, per diem, or alternative coverage arrangements.

iv. Documentation demonstrating that staffing levels, coverage, and scheduled health staff time are sufficient to fulfill all required clinical responsibilities, including but not limited to intake screening, chronic care, urgent and emergent care, specialty referrals, and continuity of care.

v. Staffing effectiveness review - Contractor must quarterly, or at the request of ACSO, evaluate the

effectiveness of its staffing model in meeting patient care needs, operational demands, and quality outcomes. Such evaluations may consider utilization trends, grievance data, adverse clinical events, and mortality reviews, and shall be shared with the ACSO to inform staffing adjustments and contracts oversight. If necessary, Contractor must update the staffing plan to ensure ongoing alignment with patient population size, acuity, service scope, and applicable NCCHC standards.

(4) Minimum Staffing Requirement Illustration - The ACSO seeks a comprehensive, population-responsive staffing model sufficient to meet the medical needs of justice-involved individuals housed at SRJ, with an Average Daily Population (ADP) historically ranging from approximately 1,100 – 1,700. Please refer to Exhibit A - Bid Response Packet for the requested proposed staffing model being requested.

(5) Additional Staffing – If the ACSO determines additional staffing is required because of an increase in ADP, patient acuity, regulatory requirements, or higher service demand in medical services during the contract, Contractor must provide additional staffing at an agreed-upon amount between ACSO and Contractor.

(6) Staffing Qualifications - Medical nursing, clinical, and administrative personnel - If known at the time of the Bidder's response submitted to the County, Bidder must provide the names of the proposed staff with their education, training certifications, and/or professional board licenses or board certifications (including license numbers), which may be in a resume or similar format (business addresses are sufficient, home contact information for staff should not be provided). If awarded the contract, the Contractor must maintain ongoing credentialing, licensure verifications, privileging (as applicable), and such documentation for all medical, nursing, clinical, and administrative staff, including and verification is an ongoing requirement for all replacement staff, or newly hired personnel, and shall ensure that all staff are qualified, licensed, certified, and authorized to practice within the scope of their duties under applicable law and NCCHC Credentials standard.

Contractor must ensure that staffing qualifications and assignments support timely access to care, continuity of services,

and compliance with County, State, and federal requirements, as well as NCCHC Access to Care and Continuity, Coordination, and Quality of Care During Incarceration standards, and shall make credentialing and verification documentation available to the County upon request for contract monitoring, quality assurance, or accreditation purposes.

(7) Administrative Staffing - Contractor must provide the following minimum Administrative staffing to ensure an organized, accountable, and effective healthcare delivery system, consistent with NCCHC Staffing standards and County requirements:

(a) Health Services Administrator (HSA) - A qualified master's level manager/administrator with at least five (5) years' experience in health care management services and at least three (3) years in a correctional facility health care setting. The individual in the position must have a bachelor's degree and a master's degree in business administration or a related field (such as health care administration).The HSA must be responsible for the overall administrative management, contract compliance, staffing oversight, and coordination of health services, consistent with NCCHC Responsible Health Authority and Designated Health Staff.

(b) Assistant Health Services Administrator (AHSA) - A qualified master level manager/administrator with three (3) years' experience in health care management services in a correctional facility health care setting. The individual must have a bachelor's degree and master's degree in business administration or related field (such as health care administration). The AHSA must support day-to-day administrative operations, staffing coordination, and compliance activities, as required.

(c) Director of Nursing (DON) - A qualified a registered nurse, serving as DON, preferably with a Bachelor of Science or Master of Science degree in nursing. The individual's nursing license must be up to date and in good standing in the state of California. The Individual must possess a minimum of five (5) years' experience, including some health care management experience and at least one (1) year of experience in a correctional facility health care

setting. The DON must provide clinical nursing leadership, supervision, quality oversight, and staffing coordination.

(d) Medical Secretary - A qualified medical secretary with a diploma or certificate from a two-year college program in a related field. The Individual must have completed a minimum of 30 academic credits in medical terminology or transcription or have two (2) years' work experience as a medical secretary. The Individual must possess cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED) certifications, and have demonstrate proficiency computer based word processing, electronic health record systems and spreadsheet programs as required to support clinical documentation and continuity of care.

(e) Medical Director - A qualified California licensed Board Certified physician designated as medical director or lead physician. The individual must have a specialty certification in the field of internal medicine, family practice, or emergency room (ER) medicine. The individual must have at least three (3) years of experience in a correctional facility health care setting. and maintain current licensure, board certification, and credentials in good standing. The Medical Director shall not be excluded from participation in Medicare, Medi-Cal, or any federal health care program, and shall not be listed on the Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE) or any comparable state or federal exclusion list. Credentialing and exclusion status shall be verified upon contract start and reverified on an ongoing basis, in accordance with NCHC Credentials. The Medical Director will be responsible for overall health care delivery for the facility clinical leadership, medical policy development, quality improvement, and medical autonomy, ensuring that clinical decisions are made by qualified health care professionals based on patient care needs, consistent with NCCHC Medical Autonomy standards.

(8) **At all times Contractor must:**

(a) Provide adequate medical staffing to include a dietician, and including physicians and licensed RNs at all times,

sufficient to meet patient care needs and ensure continuous access to care, including nights, weekends, and holidays**.**

(b) React to and promptly accommodate the consistently changing population in the jails, including changes in intake volume, acuity, and housing demands, to ensure uninterrupted medical services.

(c) Provide physician coverage sufficient to ensure continuous 24-hour on-site availability throughout the term of the contract. The physician coverage schedule must be emailed to the Contracts Lieutenant, or their designee, by 9 a.m. every day to confirm that adequate coverage is in place.

(d) Maintain designated full time equivalents (FTEs) at all times including appropriate relief factor coverage to account for leave, training, and other absences. Staffing plan must ensure that essential posts remain filled and that coverage is not reduced due to planned or unplanned staff absences.

(e) The Medical Director must provide written notification to the Command Staff prior to any scheduled time away or absence from the facility, including vacations and as soon as practical any unscheduled absences, due to illness. The notification must include the name of the qualified alternate physician designated to act on behalf of the Medical Director during his/her absence(s) from the facility to ensure continuity of medical leadership.

(f) All Contractor employees, and subcontractors assigned to work at SRJ detention and correctional facility must successfully pass and maintain, to the satisfaction of ACSO, a security and background check performed by ACSO. Failure to pass, disclose required information, or comply with the background process will prohibit an individual from entry into the SRJ detention and correction facility. Any security and background checks performed by ACSO will be in addition to the Contractor's own pre-employment new hire and routine background checks, reference checks, and other procedures performed by the Contractor.

(g) Contractor must adhere to the ACSO Master Schedule of events and ACSO policies for delivery of medical services. If Contractor is unable to adhere to the Master Schedule due to an emergency or some other unforeseen event, they shall work with ACSO staff toward a mutually acceptable resolution. Repeated failures to adhere to the master schedule may result in financial penalties under the terms of this contract.

II. **Pharmaceuticals/Pharmacy Services**

(1) Contractor must provide pharmacy services using the Pharmacy Services Agreement in place with Maxor National Pharmacy Services, LLC.(Maxor).

(2) Contractor must operate and maintain Maxor's on-site pharmacy, with a licensed pharmacist responsible for the exercise of proper controls, ordering, payments, administration, and timely dispensing and distribution of pharmaceuticals by licensed personnel, consistent with NCCHC Medication Administration Services standard.

(3) The on-site pharmacist (s) must be licensed in the State of California, in good standing, and have correctional health care experience. The Pharmacist(s) must be physically present on-site to fill prescriptions. A fax/fill system is not acceptable. The on-site Pharmacy must be open with an on-duty Pharmacist on-site daily, Sunday through Saturday, from 7:00 a.m. to 7:00 p.m. Pacific Time. During after-hours from 7:00 p.m. to 7:00 a.m., a licensed pharmacist must be on-call twenty-four hours per day (24/7) and must come into the facility as needed and clinically necessary.

(4) Contractor must establish a qualified pharmaceutical committee responsible for formulary oversight, inventory management, medication safety, and control processes for all drugs. A qualified pharmacist, licensed by the State of California with correctional facility experience, must be a member of this committee. Contractor must provide reports and recommendations from the committee at meetings with ACSO, as requested by ACSO.

(5) Pharmacy staff must work in collaboration with Alameda County Behavioral Health Department (ACBHD) and/or their contracted services provider when ordering, dispensing, billing, and reviewing documents related to psychotropic medicines for all patients, to

ensure coordination of care and appropriate medication management, in accordance with NCCHC Continuity, Coordination, and Quality of Care During Incarceration.

(6) Contractor must enter into a Memorandum of Understanding (MOU) with ACBHD regarding the assessment, coordination of services, and continuity of care for all inmates prescribed psychotropic medications or who state they are using psychotropic medications. The MOU must include provisions indicating that the Contractor must support involuntary administration of psychotropic medication of inmates, as authorized by law.

(7) Contractor and its pharmacy subcontractor must work with ACBH to develop a pre-approved formulary and pricing structure for psychotropic medications, that ACBH will be charged for, which will be the financial responsibility of ACBH, consistent with County agreements and applicable law.

(8) County must be responsible for all eligible HIV medications established by the AIDS Drug Assistance Program (ADAP) to eligible patients, in accordance with State regulations.

(9) Contractor must ensure that eligible inmates are provided HIV medications as medically indicated, consistent with current standards of practice. At a minimum, HIV medications made available must include all medications that are included on the formulary established by the AIDS Drug Assistance Program (ADAP), operated by the State of California Department of Public Health Office of AIDS medications.

(10) If patient has a source of public or private insurance coverage, the Contractor is responsible for billing that applicable payer for the cost of HIV medications. The County will remain responsible for paying eligible HIV medications that are not otherwise covered, including reasonable pharmacy dispensing fees charged directly by the pharmacy subcontractor.

(11) Contractor must work cooperatively with Alameda County Health (ACH), including the County Public Health Department, to follow the established procedures for obtaining, billing, and paying for HIV medications, including reasonable dispensing fees charged directly by the pharmacy subcontractor.

(12) Pharmaceuticals must be dispensed using Maxor's automated drug dispensing system into sealed packaging. If paper pill cups are utilized to distribute medications, they must be wax-coated paper, or certified compostable, meeting American Society for Testing and Materials Standards (ASTM); ASTM-D6400 and/or ASTM-D6868. The Contractor may utilize a system that allows pill cups to be reused, resulting in a reduction in solid waste generation, provided such systems meet infection control and medication safety requirements, consistent with NCCHC Infection Prevention and Control and Medication Administration Services standards.

(13) Contractor must dispense medications to patients using a system that includes tracking, accountability, medication security, safe transport and administration of the medications. Contractor must also have available and ready to implement an alternative or contingency medication distribution system and promptly transition to the secondary system upon request by the County.

(14) Contractor must maintain processes to document, track, and review missed doses, medication refusals, and medication error, and to perform medication reconciliation at intake, upon transfer, and at release. Trends identified through this monitoring shall be addressed through quality improvement activities and reported to ACSO, consistent with NCCHC Pharmaceutical Operations and Medication Administration Services standards.

(15) Consistent with NCCHC Informed Consent and Right to Refuse standard and confidentiality requirements, Contractor must maintain procedures for documenting refusals of recommended evaluation, treatment, medications, labs, or diagnostic services, including documentation of the service refused, counseling regarding risks, adverse consequences, and patient and witness signatures when feasible.

(16) Once an order is received, the pharmacy staff must enter the order into the pharmacy system, and a licensed pharmacist must review the order for accuracy, appropriateness, and clinical safety. Assisted by the pharmacy system, a licensed pharmacist must perform a drug utilization review to identify any potential drug-to drug interactions, allergies, inappropriate utilization, therapeutic duplication, dosage errors, or treatment duration concerns, consistent with standard pharmacy practice and NCCHC

Pharmaceutical Operations and Medication Administration Services standards.

(17) Each prescription must be associated to a patient's profile and the unique Personal File Number (PFN) associated with each patient. Once the pharmacy system is interfaced to the jail management system, that patient's housing location must be updated in real-time and printed on medication labels. Medication dispensing and packaging shall include barcoding and verification processes, including barcode containing many data elements used for quality control checks. Once a medication is packaged by a technician, it must be barcode checked against the Universal Product Code of the manufacturer packaging to assure that the correct drug and strength are being provided. The pharmacist must then verify it to ensure proper labeling and the quantity dispensed, consistent with standard pharmacy practice and NCCHC Pharmaceutical Operations standard.

mm. **Transportation Services**

(1) Contractor must enter into and maintain contracts with a licensed ambulance service entity and shall be responsible for arranging and paying for medically necessary ambulance transportation for non-emergency related transports, in accordance with NCCHC Hospital and Specialty Care and State regulatory requirements. The current ambulance transport provider is Falck Ambulance. Contractor must provide ACSO with a copy of any ambulance transportation contract. Policies and procedures governing the appropriate mode of medical transportation (e.g., ambulance versus alternative transport) must be jointly developed and reviewed by ACSO and Contractor to ensure patient safety, security, and continuity of care.

(2) Contractor must pay for all costs associated with deputy security, transportation, and any other extraneous expenses related to the transfer to or housing of justice-involved individuals at outside medical facilities, including hospitals and specialty care sites, as required to ensure timely access to medically necessary services.

nn. Payment for transportation-related costs described above must be reconciled through a fixed cost deducted in the amount from the monthly contract rate and credited on each invoice after the transportation services have occurred, in accordance with County contract and invoicing policy and procedure.

oo. **Mental Health Services**

(1) Intake Mental Health Screening and Referral - Contractor must conduct the initial mental health initial screening at intake for all justice-involved individuals, in accordance with NCCHC Receiving Screening and Mental Health Services standards. Employees responsible for mental health screening are to have the appropriate specialized training, credentials, and appropriate educational degrees in this area experience consistent with their assigned duties. Consistent with federal and state law, based on screening results, Contractor must make timely and appropriate referrals to Adult Forensic Behavioral Health (AFBH), as the designated providers of mental health services, and shall cooperate in any resulting evaluations or ongoing treatment plans. Contractor must work cooperatively with ACBH for any services related to mental health.

(2) Mental Health Treatment Responsibility - AFBH staff is responsible for mental health care after intake screening, including ongoing assessment, counseling, treatment planning, crisis intervention, and care, and prescribing of psychotropic medications. ACBH will be financially responsible pay for the psychotropic drugs prescribed by AFBH providers to be dispensed by the Contractor selected to provide Comprehensive Health Care Services. The Contractor remains responsible for patient health care services, including identifying medical issues that may impact mental health, making appropriate referrals to AFBH, and cooperating in any ongoing mental health treatment as prescribed by the AFBH mental health practitioners.

(3) Medical Mental Health Collaboration - Recognizing the frequent clinical overlap between medical and mental health conditions, Contractor must collaborate with ACBH/AFBH services to support coordinated, safe, and timely patient care. This collaboration shall include providing timely responses to requests for medical evaluations, medical consultations, diagnostic testing, and laboratory analyses necessary to support mental health assessment and treatment. Contractor's nursing staff must administer psychotropic medications, including injectable medications, as ordered by AFBH psychiatrists, consistent with applicable laws and standards.

(4) Pharmacy Coordination for Psychotropic Medications - The on-site pharmacy must work in collaboration with ACBH and/or their

contracted services provider when ordering, controlling, documenting, dispensing, distributing, and administering all psychotropic medications. Pharmacy services shall be provided in a manner that supports continuity of care, medication safety, and regulatory compliance, consistent with NCCHC Pharmaceutical Operations and Medication Administration Services standards.

pp. **Contract Administrator**

(1) Contractor must provide a dedicated, qualified, and competent Contract Administrator who must be responsible for administration, coordination, and oversight of this contract. The Contract Administrator must have sufficient authority to act on behalf of the Contractor and ensure compliance with contract requirements, applicable laws and regulations, and 2026 NCCHC Jail Standards.

(2) Coordination with ACSO Contract Administration - Contractor must work collaboratively on an ongoing basis with the ACSO Contracts Lieutenant or their designee whose responsibilities include, but are not limited to the following:

(a) Contract Compliance including scope of services, performance standards, staffing requirements, and quality expectations.

(b) Fiscal considerations including invoicing, reconciliation, budget monitoring, and cost related reporting.

(c) Liaison with provider and respective County agencies.

(d) Protocol policy and procedure development revision, and implementation assistance, as necessary to support compliance, quality improvement, and operational effectiveness.

F. SUPPLEMENTAL OPERATIONAL/PERFORMANCE REQUIREMENTS

1. **Staffing Documentation, Verification, and Accountability -** Contractor must maintain transparent, accurate, auditable staffing documentation sufficient to demonstrate compliance with the approved staffing plan, applicable standards, and contract requirements. Contractor must implement electronic systems and

operational controls that allow ACSO to verify staffing levels, coverage, and performance in real time and retrospectively.

a. Work Post Descriptions - Contractor must develop and maintain written Work Post descriptions for all staffing positions. Each Work Post description must define at a minimum the duties, responsibilities, job descriptions, required qualifications, shifts, and assigned locations for Work Post Descriptions must be clearly posted at the facility in an area that is accessible to all Contractor staff, but not to justice-involved individuals. Contractor must review and update all the Work Post descriptions at least every six (6) months. Reviewed and approved copies of each Work Post description, including the date of review, must be provided to Contracts Lieutenant and Detention and Corrections Administration Captain on or before February 1st and July 1st of each year. Copies of any Work Post assignment changes must be immediately provided to the Contracts Lieutenant, or their designee.

b. Shift Coverage and Daily Attendance Record - Contractor must maintain daily staffing schedules that include all health care staff assigned to each shift. Copies of staffing schedules, which include all health care staff, are to be posted where the charge nurse for that particular shift is located. Staffing schedules and daily attendance records must be submitted to the Contracts Lieutenant or their designee on a daily basis. Actual shift coverage must be verified by the Contracts Lieutenant or their designee , signed by the supervisor of each shift, and submitted daily to the Contracts Lieutenant or their designee.

2. **Monthly Staffing and Liquidated Damages for Inadequate Staffing**

a. Mandatory Staffing Requirement - Contractor acknowledges that continuous and adequate staffing is a material and essential requirement of the Services. Contractor shall provide all personnel specified by position and staffing level for each scheduled shift, regardless of the duration of such shift, and shall maintain such staffing continuously throughout each shift. The parties acknowledge Contractor's obligation under the Agreement resulting from this RFP to maintain daily minimum staffing in accordance with the final agreed upon staffing matrix is critically important to Contractor's performance under the Agreement resulting from this RFP .

The Parties acknowledge that Contractor's failure to maintain daily minimum staffing may result in operational disruption at SRJ, may diminish the quality and frequency of patient care, and may result in damages and costs that are difficult to determine with reasonable

precision on an occurrence-by-occurrence basis, including costs associated with administrative and supervisory response, clinical and operational disruption, increased oversight and monitoring, patient-care disruption, compliance and regulatory response, documentation and investigation, and other direct and indirect consequences of inadequate staffing.

Prior to execution of the Agreement resulting from this RFP, the parties considered the nature and anticipated magnitude of such costs and consequences and determined that the liquidated damages amounts set forth in this Section constitute a reasonable estimate of the damages County is reasonably anticipated to sustain from the specified Staffing Shortfalls. The parties acknowledge that the amounts vary based upon the position, duration, severity, and operational significance of the Staffing Shortfall because the anticipated consequences of such failures are not uniform.

Contractor shall not have the right to elect to understaff a shift in exchange for payment of liquidated damages. Payment of liquidated damages shall not relieve Contractor of its obligation to provide the Required Staffing.

b. **Definitions** – For purposes of this section:

(1) **"Required Staffing"** means the number of qualified personnel required for each position and shift as established by County and identified in the applicable staffing matrix, Statement of Work, or other written staffing schedule incorporated into the Agreement, that results from this RFP.

(2) **"Staffing Shortfall"** means any failure to provide the Required Staffing for any period during a scheduled shift.

(3) **"Partial-Shift Shortfall"** means a Staffing Shortfall lasting less than the entire scheduled shift.

(4) **"Full Shift Failure"** means failure to provide a required employee for an entire scheduled shift.

(5) **"Critical Staffing Failure"** means a Staffing Shortfall that results in staffing below [75%] of Required Staffing for applicable shift, measured in accordance with the staffing-count methodology established in the applicable staffing matrix, or results in the absence of a position designated by County as critical in the applicable staffing matrix or Statement of Work.

c. For purposes of calculating a percentage-based staffing threshold, staffing shall be measured by the number of qualified personnel actually providing the required Services during the applicable measurement period divided by the number of personnel required by the applicable staffing matrix for that period. Legally required breaks shall not constitute a Staffing Shortfall to the extent coverage is maintained in accordance with the Required Staffing.

d. Source of record - Staffing shall be measured from Contractor's electronic timekeeping and scheduling records for the applicable shift, reconciled monthly against the daily coverage log maintained by County. Those records shall be the source of record for all determinations under this Section, and County shall make the records relied upon available to Contractor with any notice of assessment.

e. The following shall not constitute a Staffing Shortfall - Any period during which the position is covered by personnel holding an equal or higher license or certification who are qualified to perform the duties of that position and who are not simultaneously counted toward another Required Staffing position.

f. Review of Required Staffing - The staffing matrix shall be reviewed annually, and upon a sustained material change in average daily population, so that Required Staffing reflects the population and acuity actually housed at the facility. If ACSO determines additional staffing is required, Contractor must provide additional staffing at an agreed-upon amount between ACSO and Contractor by written amendment.

g. Full Shift Failure – Minimum Liquidated Damages – For every Full-Shift Failure, Contractor shall pay liquidated damages in the following fixed amount per missed position per shift, with the applicable amount determined as follows:

Position/Severity	**Liquidated Damages per Scheduled Shift**
Standard Required Position	$1,000.00
Specialized or Supervisory Position	$2,000.00
Critical Position	$3,000.00
Critical Staffing Failure Affecting the Shift	$5,000 per affected shift, subject to the limitations set forth in sections 8 through 10.

The amounts stated in the above table are fixed liquidated damages amounts and are not minimum amounts subject to discretionary increase by County.

The parties may designate additional positions as specialized or critical in the applicable Statement of Work or staffing schedule

Any designation or reclassification of a position as specialized, supervisory, or critical shall be made prospectively and identified in the applicable staffing matrix, Statement of Work, or written amendment to the Agreement as a result of this RFP. County shall not retroactively reclassify a position for purposes of increasing liquidated damages for a Staffing Shortfall that has already occurred.

The parties acknowledge that the foregoing amounts were selected after consideration of the anticipated categories of loss described in Section 1, including the anticipated costs of administrative and supervisory response, operational disruption, clinical consequences, compliance-related response, and other consequences that are difficult to quantify on an individual occurrence basis.

h. **Partial Shift Shortfalls**- A Partial-Shift Shortfall shall not be treated as a minor or de minimis failure. Liquidated damages shall accrue from the beginning of the staffing deficiency until the required coverage is restored. For each affected position, Contractor shall pay liquidated damages calculated at the following minimum rates:

(1) Missing 2 hours or less of a shift - $250.00

(2) Missing more than 2 hours through 6 hours of a shift - $500.00

(3) Missing more than 6 hours of a shift - $800.00

The foregoing amounts apply per affected position per shift.

The foregoing amounts are fixed liquidated damages amounts and shall not be increased based solely upon the County's determination of the severity of a particular occurrence.

i. **Inadequate Staffing Coverage** - Where Contractor provides fewer personnel than Required Staffing, each unfilled position shall constitute a separate Staffing Shortfall. Liquidated damages shall be assessed for each unfilled position, based upon the duration and severity of the deficiency. If two or more required positions are simultaneously unstaffed, the applicable liquidated damages shall apply separately to each unfilled position.

The parties acknowledge that separate position-level liquidated damages are appropriate because the anticipated costs and consequences

associated with multiple vacancies may include administrative, supervisory, clinical, and operational impacts.

j. **Critical Coverage Failure -** If Contractor fails to maintain at least [75%] of Required Staffing for the applicable measurement period during any of the three (3) daily shifts (day shift, evening shift, night shift) or fails to provide any position designated as critical in the applicable staffing matrix or Statement of Work for each shift, Contractor shall be assessed $5,000 per affected shift, subject to the limitations set forth below: The $5,000 Critical Staffing Failure amount is intended to compensate County for the incremental, shift-level consequences resulting from the overall degradation of staffing or absence of a designated critical position, including the need for heightened supervisory intervention, facility-wide operational response, emergency coverage coordination, increased clinical oversight, additional compliance and administrative response, disruption to continuity of care, and other consequences arising from the condition of the shift as a whole. The $5,000 amount is not intended to duplicate the damages represented by the applicable position-level liquidated damages.

The parties acknowledge that the liquidated damages applicable to an individual Staffing Shortfall and the $5,000 Critical Staffing Failure amount address different categories of anticipated loss. The applicable position-level liquidated damages are intended to compensate for the anticipated consequences of the failure to provide the particular required position, including the administrative, scheduling, replacement, supervisory, and operational consequences attributable to that individual Staffing Shortfall. The $5,000 Critical Staffing Failure amount, by contrast, is intended to compensate for the additional and separately anticipated consequences arising when the staffing deficiency reaches a level that materially degrades overall shift coverage or results in the absence of a position designated as critical, including the increased operational, clinical, supervisory, administrative, compliance, and patient-care consequences associated with that shift-level condition.

Accordingly, where the same Staffing Shortfall constitutes both a Critical Staffing Failure and a position-level failure, the $5,000 Critical Staffing Failure amount and the applicable position-level liquidated damages may be assessed to the extent that the parties' contemporaneous damages analysis reasonably attributes separate categories of anticipated loss to (i) the individual Staffing Shortfall and (ii) the incremental shift-level consequences resulting from the Critical Staffing Failure. The parties intend that recovery under this Section compensate County for those

separate anticipated losses and not provide duplicative recovery for the same loss.

Example:

If on Monday:

(1) Day Shift - 80% staffing, all critical positions covered = $0.00

(2) Evening Shift – 70% staffing = $5,000.00

(3) Night Shift – 80% staffing, but one critical position is not filled = $5,000

Total Assessment for Monday = $10,000.00

For purposes of this Section, a Critical Staffing Failure shall be determined objectively from the staffing records for the applicable shift and shall not depend upon County's discretionary determination after the fact that a particular staffing deficiency was sufficiently serious to warrant the assessment.

k. **Designation of Critical Positions -** Positions designated as critical shall be identified in the staffing matrix before the start of the applicable contract year. A critical designation shall apply to the minimum coverage required for continuous access to care, including on-site licensed nursing coverage, on-site provider coverage and infirmary coverage. A Staffing Shortfall is critical when the facility is left below that minimum coverage for the applicable shift; a shortfall in a position scheduled above that minimum shall be treated as a standard or specialized shortfall.

l. **Multiple Concurrent Failures -** Where multiple positions are simultaneously unstaffed, the applicable liquidated damages for each affected position/shift shall be calculated separately. So, if more than one required position is unstaffed at the same time, the County will calculate the liquidated damages separately for each missing position.

In addition, if there is a staffing shortfall, whether Partial Shift or Full-Shift Failure, for any standard, specialized, supervisory, or critical position within a staffing category during any of the three (3) daily shifts (day shift, evening shift, night shift), the following additional liquidated damages shall apply based on the number of shortfalls for that staffing category and shift during each calendar month:

(1) Five (5) through nine (9) shortfalls = $5,000.00 per staffing category, per affected shift.

(2) Ten or more shortfalls = $10,000.00 per staffing category per affected shift.

Once the category reaches 10 occurrences, the $10,000 rate applies to the affected shifts rather than the $5,000 rate. These additional liquidated damages shall be assessed in addition to any applicable liquidated damages for individual missed positions, subject to the limitations set forth below.

The parties acknowledge that recurring staffing deficiencies within the same staffing category may cause incremental aggregate consequences that are not present, or are materially greater, when a Staffing Shortfall occurs as an isolated event. Such anticipated incremental consequences may include repeated and cumulative administrative and supervisory intervention, repeated scheduling and coverage coordination, increased management and oversight requirements, recurring compliance and documentation response, repeated efforts to identify and secure replacement or supplemental personnel, and the cumulative operational and clinical disruption associated with managing persistent staffing deficiencies within the same staffing category and shift.

The parties further acknowledge that the individual-position liquidated damages address the anticipated consequences of the individual Staffing Shortfalls themselves, while the additional monthly liquidated damages under this Section are intended to compensate for the incremental aggregate consequences arising from the recurrence and persistence of Staffing Shortfalls within the same staffing category and shift.

The parties have considered these incremental aggregate consequences in establishing the $5,000 and $10,000 amounts. The parties acknowledge that, at the time of contracting, the precise amount of such cumulative and aggregate consequences would be impracticable or extremely difficult to determine on an occurrence-by-occurrence basis because those consequences depend upon the frequency, recurrence, duration, concentration, and persistence of Staffing Shortfalls during the applicable month.

Accordingly, the additional liquidated damages under this Section are intended to compensate County for separate anticipated aggregate consequences associated with recurring Staffing Shortfalls and not to duplicate the losses represented by the applicable individual-position liquidated damages. The additional liquidated damages shall apply only

once for each applicable staffing category and shift during the applicable calendar month and shall not be increased based solely upon the number of Staffing Shortfalls in excess of the applicable threshold.

For avoidance of doubt, an occurrence shall be counted only once for purposes of the monthly threshold calculation, regardless of the number of overlapping categories or other liquidated-damages provisions that may apply to the same underlying Staffing Shortfall.

LVN Example:

If the **LVN category** has **12 shortfalls on the night shift during June**:

(1) LVN Night Shift – 12 shortfalls

(2) Threshold reached – **10 or more**

(3) Monthly additional assessment = **$10,000.00**

(4) Individual missed position liquidated damages - **calculated separately for each missed position/shift.**

(5) **Total - $10,000.00 + applicable individual position liquidated damages,**

Second Example

If during June, you have:

(1) RN Night Shift - 12 shortfalls = $10,000.00 additional Liquidated Damages

(2) RN Day Shift – 6 shortfalls = $5,000.00 additional liquidated damages

(3) LVN Night Shift - 8 shortfalls = $5,000 additional liquidated damages

(4) NP/PA – Evening – 4 shortfalls- $0.00

The additional monthly assessment = $10,000.00 + $5,000.00 + $5,000.00 = $20,000.00.

The parties acknowledge that the monthly amounts set forth above were selected after consideration of the incremental consequences reasonably anticipated to result from recurring Staff Shortfalls within the same

staffing category and shift and are intended to compensate County for those aggregate consequences rather than to operate as a punishment for repeated breaches.

m. **Monthly Staffing Performance Assessment - I**n lieu of, and not in addition to, the event-based liquidated damages described in Sections 3 through 7 for the same Staffing Shortfalls, County may apply an objective monthly staffing performance fee adjustment when Contractor fails to achieve the staffing performance standard established for the applicable month.

The monthly charges payable under the Agreement, that results from this RFP are based upon Contractor's provision of the Required Staffing and the corresponding staffing performance level specified in the Agreement, as a result of this RFP. Where Contractor's monthly staffing performance falls below the applicable performance standard, the monthly charges shall be adjusted as follows:

(1) 98% or higher – no adjustment

(2) 98% - County may assess a service-level adjustment equal to 2% of the monthly charges.

(3) 95% - 5% of the monthly charges

(4) 90% - 10% of the monthly charges

(5) Below 85% - 15% of the monthly charges

(6) Below 80% - 20% of the monthly charges

The foregoing fee adjustments are objective adjustments to the monthly charges based upon the level of staffing services actually provided during the applicable month and are not intended to constitute liquidated damages, a penalty, or additional compensation for the same Staffing Shortfalls addressed by Sections 7 through 13. The applicable adjustment shall be determined solely from the monthly staffing performance calculation specified in the Agreement that results from this RFP and shall not depend upon County's discretionary determination of the severity of any particular Staffing Shortfall.

For purposes of determining the applicable monthly staffing performance percentage, staffing shall be calculated in accordance with the staffing-count methodology established in the applicable staffing matrix and Section 2, based upon the Required Staffing and the qualified personnel

actually providing the required Services during the applicable measurement period.

The monthly staffing performance fee adjustment is intended to reflect the agreed pricing for the level of staffing services actually delivered during the applicable month. The parties acknowledge that the monthly charges reflect the value of the Required Staffing and that a sustained reduction in staffing performance results in Contractor providing a materially different level of staffing services than the level upon which the monthly charges were established.

The fee adjustment shall be calculated solely from the objective monthly staffing performance percentage and shall not be increased based upon the number, severity, or type of individual Staffing Shortfalls once the applicable monthly percentage has been determined.

Nothing in this Section relieves Contractor of its obligation to provide the Required Staffing. The application of a monthly staffing performance fee adjustment shall not constitute a contractual right to provide inadequate staffing and shall not excuse Contractor's obligation to cure any Staffing Shortfall or comply with the other performance requirements of the Agreement as a result of this RFP.

n. **Notice and Review -** County shall provide Contractor a monthly report identifying the monthly staffing performance percentage, each claimed Staffing Shortfall used in calculating that percentage, the position and shift affected, the duration, and the records relied upon. Contractor shall have ten (10) business days from receipt to identify any error in those records or in the calculation of the applicable monthly staffing performance percentage. Absent a timely response, the report shall stand as issued.

o. **No Waiver –** No Buyout of Staffing Obligations - Contractor's payment of liquidated damages or other amounts under this Section shall not constitute a contractual right to provide inadequate staffing and shall not excuse Contractor's continuing obligation to maintain Required Staffing.

The parties therefore agree that the amounts established in this Section represent a reasonable estimate of the damages County is likely to sustain from the specified Staffing Shortfalls and are intended as liquidated damages, and not as a penalty.

In establishing the amounts set forth in this Section, the parties considered the nature of the Services, the Required Staffing, the anticipated consequences of staffing deficiencies, the costs and

consequences described in Section 1, the difficulty of determining those costs with precision after an individual Staffing Shortfall occurs, and the differing anticipated impacts associated with the duration, position, severity, recurrence, and operational significance of Staffing Shortfalls.

The parties further acknowledge that the liquidated-damages amounts are not intended to serve as a means of punishing Contractor, compelling performance through an excessive monetary forfeiture, or creating a contractual option to under-staff. Rather, the amounts are intended to provide reasonable compensation for anticipated losses that would be impracticable or extremely difficult to determine on an occurrence-by-occurrence basis.

The parties further acknowledge that the amounts applicable to repeated, prolonged, simultaneous, and critical Staffing Shortfalls reflect the materially greater anticipated harm associated with such failures.

The parties intend that each liquidated damages amount be enforced only to the extent permitted by applicable law and that any provision determined to constitute an unenforceable penalty shall be severed or otherwise limited to the maximum extent permitted by law without affecting the enforceability of the remaining provisions.

3. **Performance Threshold and Liquidated Damages Trigger**

a. Performance Threshold - Contractor shall achieve a minimum compliance rate of 90%, 95%, and 100% as specified below, for each performance measure, for each month. The threshold is a performance benchmark and does not establish a permitted number of failures. Accordingly, the below liquidated damages reflect compensation for the consequences of an individual failure in accordance with the parties' reasonable estimate of the administrative/clinical consequences of each individual failure.

b. Liquidated Damages Trigger - For each individual occurrence in which Contractor fails to meet the applicable performance standard, Contractor shall pay liquidated damages in the dollar amounts specified below, subject to the exclusions and limitations contained herein.

(1) Each discrete failure identified in the Liquidated Damages Matrix constitutes a separate occurrence for purposes of applying the agreed liquidated damages amount, provided that the failure is attributable to Contractor and is not otherwise excused under the Agreement as a result of this RFP.

(2) The parties acknowledge that the agreed amount is intended to compensate the County for anticipated losses associated with the occurrence and is not conditioned upon the County's ability to establish the precise amount of its actual loss from that occurrence.

c. Liquidated Damages for Performance Measures - The parties acknowledge that timely, accessible, continuous, and appropriately documented health care services are material obligations of the Agreement as a result of this RFP. The parties further acknowledge that, because the consequences and operational impacts resulting from individual failures to meet required health care performance standards may be difficult or impracticable to quantify with precision at the time of contracting, the parties have established the liquidated damages amounts set forth below as a reasonable estimate of the anticipated damages associated with specified performance failures and not as a penalty or forfeiture.

(1) In establishing each amount in the Liquidated Damages Matrix, the parties considered the anticipated County costs and losses reasonably expected to result from the applicable failure, including the administrative, clinical, operational, oversight, corrective-action, coordination, reporting, and compliance costs identified in the County's pre-contract damages analysis. The parties determined that actual damages resulting from an individual occurrence would be difficult to determine reliably after the fact and that the amount specified for each measure represents a reasonable estimate, as of the Effective Date, of the anticipated average loss associated with that category of failure.

(2) The performance thresholds identified in the Liquidated Damages Matrix establish the minimum level of Contractor performance expected for each applicable measure. Unless expressly stated otherwise, the applicable threshold shall be calculated on a monthly basis.

(3) Failure to meet an applicable performance threshold does not limit the County's right to assess liquidated damages for individual occurrences. Each discrete failure identified as subject to liquidated damages shall constitute a separate occurrence, regardless of whether the Contractor's aggregate monthly performance remains above the applicable threshold.

(4) For purposes of this provision, an "occurrence" means each individual failure to satisfy a specified contractual performance requirement for an incarcerated person, medication, referral, appointment, assessment, laboratory or radiological study, release event, grievance, or other discrete obligation identified in the Liquidated Damages Matrix.

(5) Where multiple incarcerated persons are affected by the same operational deficiency, each incarcerated person whose required service is not timely or appropriately provided shall constitute a separate occurrence. Where multiple distinct contractual obligations are not satisfied for the same incarcerated person, each obligation may constitute a separate occurrence only when the obligations are independently measurable and represent separate failures.

(6) Liquidated damages shall not be assessed for a failure caused solely by circumstances outside Contractor's reasonable control, provided that Contractor timely performed all actions reasonably within its control, promptly notified the County when required, and maintained documentation demonstrating the cause of and response to the delay. Examples may include patient refusal, transfer, hospitalization, unanticipated release, unavailable outside-provider records, delays caused solely by an outside laboratory or specialty provider, or other circumstances specifically identified in the Agreement, as a result of this RFP, as excusable.

(7) Patient refusal shall not, by itself, constitute a Contractor failure. Where a patient refuses a required service, Contractor shall document the refusal properly and perform any required follow-up, counseling, notification, or provider intervention. Failure to perform a required response to the refusal may constitute a separate occurrence subject to liquidated damages.

(8) Contractor shall maintain sufficient records to permit the County to verify compliance with each performance measure. Upon request, Contractor shall provide the County with the records, reports, timestamps, medical-record entries, medication administration records, referral records, and other documentation reasonably necessary to validate performance.

(9) No liquidated damages shall be assessed unless the County determines, based on the applicable records, that the failure was

attributable in whole or in part to Contractor's failure to perform an obligation within Contractor's reasonable control.

(10) The County may calculate and assess liquidated damages on a monthly basis based upon the performance data available for the applicable measurement period. Assessment of liquidated damages shall not relieve Contractor of its obligation to perform the underlying service or correct the deficiency.

(11) Liquidated damages assessed under this section are cumulative for separate occurrences, subject to any applicable maximum amount expressly established by the Agreement, as a result of this RFP. Payment or assessment of liquidated damages shall not excuse Contractor from correcting an ongoing deficiency or complying with any other requirement of the Agreement that results from this RFP.

d. Liquidated Damages Matrix:

No.	Performance Measure	Required Standard	Threshold	Measurement	LD / Occurrence
1	Receiving screening at ITR	Within 6 hours of booking	95%	Booking time to screening completion; monthly	$250
2	Initial health assessment	Within 14 days	95%	Booking date to assessment; monthly	$750
3	Sick call	24 hours weekdays / 72 hours weekends	90%	Request, triage and visit timestamps; monthly	$250
4	Medication continuity	First dose within 24 hours of booking	95%	Medication reconciliation to MAR; monthly	$500
5	Return from ER/hospital	RN assessment and provider follow-up	100%	Return event to nursing/provider documentation; monthly	$750
6	Release with medications	Medication or prescription provided at release	95%	Release event to discharge medication record; monthly	$500
7	Medical referral from intake	Appropriate onsite/after-hours provider referral	95%	Intake record/referral documentation	$500
8	SMI/positive mental-health screening	Mental-health evaluation within 24 hours	95%	Screening and encounter timestamps	$750
9	Outside medical/pharmacy records	Request initiated immediately	95%	Intake/records request documentation	$250
10	Stable chronic disease	Physician visit within 7 days	95%	Intake date to provider encounter	$750
11	Unstable chronic disease	Physician visit within 48 hours	95%	Intake date to provider encounter	$750
12	Medication continuity during refill/renewal	No contractor-caused gap	95%	MAR/refill records	$500
13	Asthma monitoring	Baseline and peak-flow testing	95%	Chronic-care encounter documentation	$500
14	Non-emergency dental	Visit within 14 days	95%	Request to encounter	$250
15	Urgent dental	Visit within 48 hours	95%	Request/triage to encounter	$500
16	Preventive dental care	Required care for custody >1 year	95%	Custody and dental records	$250

No.	Performance Measure	Required Standard	Threshold	Measurement	LD / Occurrence
17	Medication prescribed	Filled/administered within 24 hours	95%	Order to MAR	$750
18	Admission medication	First dose within 24 hours	95%	Intake/reconciliation to MAR	$750
19	Missed medication dose	Reason documented	95%	MAR and clinical documentation	$750
20	Repeated medication refusal	Required provider intervention	95%	MAR/refusal/provider records	$750
21	Psychiatric evaluation	Within 7 days of referral	95%	Referral to encounter	$500
22	SMI follow-up, first 90 days	At least every 30 days	95%	Custody/clinical records	$750
23	SMI/psychotropic follow-up	At least every 90 days	95%	Clinical records	$750
24	Suicide-risk assessment	Within 24 hours of precautions	100%	Precaution initiation to assessment	$1,000
25	Post-suicide-watch follow-up	Required 24-hour/3-day/1-week/monthly follow-up	100%	Discharge and encounter records	$1,000
26	Sick-call receipt documentation	Stamped within 24 hours	95%	Request timestamp	$250
27	Nursing sick-call response	24 hours weekdays / 72 hours weekends	90%	Request to visit	$250
28	Nursing referral	Seen within 48 hours	95%	Referral to encounter	$500
29	ER return observation/clearance	Required observation and provider clearance	100%	Transfer/return and clinical records	$750
30	ER/hospital return RN assessment	Upon return	100%	Return event to RN documentation	$500
31	ER/hospital provider follow-up	Required follow-up/orders	100%	Return event to provider documentation	$1,000
32	Non-emergency specialty care	Within 4 weeks	95%	Referral to specialty encounter	$750
33	Urgent specialty consultation	Within 2 weeks	95%	Referral to specialty encounter	$1,000
34	Routine laboratory studies	Ordered/drawn within 48 hours	95%	Order to collection	$250
35	STAT laboratory studies	Ordered/drawn/results within 4 hours	95%	Order to result	$750
36	Lab/radiology review	Reviewed/signed/scanned within 24 hours	95%	Result to record documentation	$250
37	Release medications	Medication/prescription provided	95%	Release to discharge-medication record	$500
38	Non-emergency grievance	Resolved within 3 days	95%	Receipt to resolution	$250
39	Justified access-to-care grievance	Substantiated failure corrected/resolved	95%	Grievance and investigation records	$500

e. Escalating Liquidated Damages for Repeated Failures

Failure	Liquidated Damages
First Occurrence	Base Liquidated Damages
Second Occurrence involving same measure within the same month	Base Liquidated Damages +$250.00 (Associated County responsibilities: Administrative Review, tracking, documentation, corrective action)
Third Occurrence	Base Liquidated Damages +$500.00
Fourth or more Occurrence – for each occurrence	Base Liquidated Damages +$1,000.00

(1) Example – if sick call liquidated damages is $250.00:

(a) 1 missed = $250.00

(b) 2 missed = $250.00 +$250.00 = $500.00

(c) 3 missed = $250.00 +$500.00 = $750.00

(d) 8 missed = $250.00 + $1,000.00 x 8 = $8,250.00

f. No Double Counting

(1) No Double Recovery - The County shall not assess duplicative liquidated damages for the same underlying contractual failure. However, where a single event results in two or more independently measurable failures of separate contractual obligations, each independently measurable failure may constitute a separate occurrence.

(2) Two measures shall not constitute separate occurrences merely because the same facts can be characterized under two Matrix items. Separate assessments shall be permitted only where each assessment is based upon a distinct contractual obligation that was independently breached and where the resulting assessments do not compensate the County twice for the same anticipated loss.

g. Excusable Delays - No liquidated damages shall be assessed for a failure resulting solely from circumstances beyond Contractor's reasonable control, including patient refusal, patient unavailability, transfer, court-ordered movement, hospitalization, unexpected release, or delay by an outside provider, laboratory, pharmacy, or other third party, provided Contractor timely initiated all actions reasonably within its control and documented the circumstances and actions taken.

h. Liquidated Damages are based on the following County costs:

(1) Additional County administrative/oversight costs.

(2) Additional clinical review and corrective-action costs.

(3) Impact on continuity and access to care.

(4) Potential need for additional staffing or coverage.

(5) Investigation and documentation costs.

(6) Operational disruption.

(7) Difficulty of calculating patient-specific damages after the fact.

(8) The relative seriousness of each category of failure.

(9) Costs of contractual, regulatory, accreditation monitoring, reporting, corrective-action, and compliance obligations reasonably anticipated to result from specified performance failure.

(10) Lawsuits and/or consent decree requirements and costs.

4. **NCCHC Accreditation Milestones –** NCCHC accreditation milestones are treated differently from the patient-care measures because they are longer-term contractual milestones rather than individual clinical events. Contractor shall achieve the NCCHC accreditation milestones identified below within the timeframes specified in the Agreement as a result of this RFP:

a. NCCHC readiness plan completed and submitted to the County by the end of month 6.

b. Required policies and procedures developed and implemented in accordance with applicable NCCHC requirements by the end of Month 12.

c. NCCHC accreditation application submitted by the end of Month 18.

d. NCCHC accreditation achieved by the end of month 24.

e. Failure to timely achieve any milestone shall constitute a separate performance failure. For each month, or portion thereof, that a required milestone remains incomplete after its applicable deadline, Contractor shall be assessed liquidated damages of $2,500 per month for Milestones 1 through 3 and a $25,000 initial LD and $2,500 per month for Milestone 4, subject to the limitations and excusable-delay provisions of the Agreement resulting from this RFP.

f. Liquidated damages shall continue to accrue until the applicable milestone is completed, withdrawn by the County in writing, or the maximum assessment established for the applicable milestone has been reached.

g. Contractor shall provide the County with documentation reasonably sufficient to demonstrate timely completion of each milestone, including

applicable NCCHC correspondence, submissions, acceptance notices, survey documentation, and other records reasonably requested by the County.

h. No liquidated damages shall be assessed to the extent that Contractor's failure to meet a milestone is caused solely by a documented delay attributable to NCCHC or another third party, provided Contractor timely completed all actions within its reasonable control and made reasonable efforts to avoid or mitigate the delay.

i. Assessment of liquidated damages for a missed milestone shall not relieve Contractor of its obligation to complete the milestone or comply with the remaining accreditation requirements.

j. Maintenance of NCCHC Accreditation - Following achievement of NCCHC accreditation, Contractor shall maintain NCCHC accreditation for the remainder of the Agreement term, as a result of this RFP, and shall maintain compliance with all applicable NCCHC essential standards and at least eighty-five percent (85%) of applicable NCCHC important standards, or such other accreditation requirements expressly established by NCCHC and incorporated into the Agreement resulting from this RFP .

(1) If Contractor fails to maintain the required NCCHC accreditation or otherwise loses, has suspended, or has materially compromised its accreditation status due to Contractor's failure to comply with applicable requirements, Contractor shall be assessed liquidated damages of $7,500 for each month, or portion thereof, during which the required accreditation status is not maintained, subject to any applicable cure period and the excusable-delay provisions of the Agreement resulting from this RFP.

(2) Contractor shall notify County in writing within one (1) business day of receiving notice from NCCHC of any finding, notice, determination, conditional accreditation, probationary status, suspension, loss of accreditation, or other action that could reasonably be expected to affect Contractor's accreditation status.

(3) Contractor shall provide the County with copies of applicable NCCHC survey findings, corrective-action requirements, accreditation determinations, and other documentation reasonably necessary for the County to monitor Contractor's compliance.

(4) Liquidated damages shall not be assessed solely because an individual NCCHC survey finding is issued where Contractor continues to maintain the accreditation status and compliance levels required by the Agreement that results from this RFP. However, individual findings may be considered in determining whether Contractor has failed to maintain the required accreditation or compliance level.

(5) Assessment of liquidated damages shall not relieve Contractor of its obligation to correct deficiencies, maintain accreditation, comply with NCCHC requirements, or satisfy any corrective-action requirements imposed by the County or NCCHC.

5. **Clinic/Office Space, Furniture & Equipment** - County will provide the space, limited furniture, fixtures, utilities, telephone service (excluding long distance and toll calls), and security necessary for safe, sanitary, efficient and secure operation of the Health Care System in accordance with NCCHC Clinic Space, Equipment, and Supplies standard and County requirements. The County will provide only the medical equipment available on-site at the start of the contract term and any other additional equipment that the County chooses to purchase and retain ownership of or chooses to replace or update. Contractor must be responsible for the purchase, maintenance, calibration, and replacement of all other medical and office equipment and supplies necessary to meet contractual obligations and NCCHC Clinic Space, Equipment, and Supplies standard. Contractor shall retain ownership of equipment purchased by the Contractor. All health care related laundry services at the facilities, including contaminated linens, must be the financial responsibility of Contractor and shall be performed in accordance with NCCHC Infection Prevention and Control standards. Contractor must be responsible for providing its own computers, servers, software, office chairs, ergonomic related equipment for office and computer workstations and internet/data connection services necessary to support clinical operations, documentation, and continuity of care, consistent with health record, privacy, and information security requirements and NCCHC Confidentiality and Privacy of Care and Health Records standards. ACSO reserves the right to deny entry of any item into the jails if they determine it poses a security risk. County may require prior approval of the vendor and method of internet/data connection services consistent with County security and operational protocols.

a. All computer equipment and technology must meet EPIC required specifications at all times. The County will provide the successful bidder with the EPIC computer and workstation specifications during the medical records transition period.

G. DELIVERABLES/REPORTS

1. **Pricing**

a. Pricing is for comprehensive justice-involved health care services without limitations, including on-site justice-involved health care services including medical costs provided at SRJ, staffing, off-site (outside) medical services, pharmaceutical expenses, medical supplies and equipment, Medi-Cal Inmate Program including MCIP and Cal AIM, Clinic and Specialty services, reports, and transportation as required to meet applicable laws, regulations, and accreditation standards.

b. The cost of outside medical services includes but is not limited to inpatient hospitalization costs, emergency room visits, ambulance transportation expenses, outpatient surgeries, outpatient physician consultations, outside specialist fees, off-site diagnostic procedures, off-site dental procedures, all dialysis treatments, both onsite and offsite, cancer treatment, and managed care network or access fees.

c. Components covered under pharmaceutical costs include but are not limited to: Over the counter (O.T.C.) medications, formulary and non-formulary medications, back-up pharmacy expenses, injections, vaccines (including COVID-19, Hepatitis B, flu and rabies), courier service and dispensing fees, and other pharmacy related costs necessary to support safe and continuous medication management.

d. Contractor must perform utilization/case management services to monitor the medical necessity appropriateness and timeliness of inpatient hospital care and other outside medical services and will process and pay all provider claims for covered services regardless of the level of cost incurred, consistent with applicable standards of care and contract requirements.

e. In the event that healthcare services provided to justice-involved individuals at SRJ are covered by third party payments, (e.g., Workers Compensation, fault insurance, private health insurance etc. Contractor must bill the applicable third party payor for the provision of such covered services in the same manner as if the healthcare services were provided by a private physician or health service. For each year of the Contract, Contractor must as an offset to its costs, retain 50% of all payments it receives from third party payers. The remaining 50% received by Contractor must be credited to the ACSO in the next invoice following their receipt. Contractor must not be entitled to claim reimbursement from County programs including but not limited to Medically Indigent Adult Program, County Workers' Compensation, and County employee health insurance programs.

2. **Payment Offsets, Credits, and Late Payment Consequences**

   a. Offsets and Credits – Any credits, liquidated damages, rebates, or other financial adjustments assessed to the Contractor pursuant to this RFP, including but not limited to staffing credits, staffing liquidated damages, quality assurance liquidated damages, audit findings, or other contract compliance remedies, may be paid directly to ACSO or offset by ACSO against any current or future invoices submitted by the Contractor. Offsets may be applied without Contractor consent once the ACSO has provided written notice of the assessed amount.

   b. Payment Obligation Notwithstanding Dispute - Contractor's obligation to remit credits, liquidated damages, or other assessed amounts shall not be suspended, delayed, or excused by Contractor's disagreement with the assessment, unless the County expressly agrees in writing. Submission of a dispute, appeal, or request for reconsideration shall not toll payment deadlines unless approved in writing by the ACSO Contracts Lieutenant or their designee.

   c. Timeliness of Payment - Any amounts owed by Contractor to ACSO that are not offset against an invoice must be paid in full within the timeframe specified by the ACSO's written notice of assessment. Failure to remit payment within the required timeframe shall constitute late payment.

   d. Late payment Consequences – Amounts not timely paid or offset will, at the ACSO discretion:

      (1) Be offset against subsequent invoices or other amounts payable to contractor.

      (2) Be treated as a material breach of contact if non-payment is chronic or repeated.

      (3) Result in additional contractual remedies as provided in the Contract, including but limited to withholding of payments or termination.

   e. No waiver - Failure by ACSO to immediately enforce any offset, credit, penalty, or late payment consequence on one or more occasions shall not constitute a waiver of the County's right to enforce such provisions in the future.

   f. Final Authority - The ACSO's determination regarding the assessment, timing, and method of recovery of offsets, credits, penalties, or other amounts owed shall control, subject to any dispute resolution procedures set forth in the Contract.

3. **Training and Education** - Contractor must maintain documentation of initial orientation for all health staff assigned to SRJ, including full-time, part-time,

contracted, per diem, temporary, and non-nursing disciplines (e.g., dental, pharmacy, ancillary services). Contractor must provide on-going staff training and education programs for all medical, nursing, clinical, and administrative staff, consistent with legal and regulatory requirements, and NCCHC accreditation standards and consistent with ACSO policies, procedures, and agreements, and/or at the as otherwise requested of by ACSO. Training program shall support competent, safe, and effective delivery of health care services within a correctional setting. Contractor's training and education responsibilities shall include but not be limited to, the following:

a. Development and maintenance of a reliable and structured program of continuing education that meets or exceeds NCCHC accreditation standards, licensure, and certification requirements for health care staff annually, including employees, agents, subcontractors, and service providers. Continuing education shall support scope-of-practice competency, quality improvement, and continuity of care.

b. Health Training for Custody Staff – Consistent with NCCHC Health Training for Custody Staff standard, Contractor must coordinate with ACSO to support required health-related training for custody staff as applicable to their roles (e.g., emergency response coordination, communicable disease precautions, confidentiality boundaries, access-to-care processes, and refusals). Contractor must maintain documentation of training content provided by health services and participation when required.

c. Contractor must provide the ACSO with a copy of its training and education program and must provide documentation of completed training, continuing education, and required certifications or accreditations for all of its staff, agents, and/or personnel providing services within ACSO detention and correction facilities.

4. **Maintenance of Accreditations**

a. During the term of the contract, Contractor must maintain and support compliance with applicable accreditation and regulatory standards, consistent with the scope of services provided and the County's accreditation objectives.

b. Contractor must maintain NCCHC accreditation for the Opioid Treatment Program (OTP) throughout the term of the contract, including compliance with all applicable NCCHC OTP standards.

c. Contractor must support and cooperate with SRJ in its intent to apply for NCCHC Jail accreditation, including demonstrating compliance with applicable 2026 NCCHC Jail Standards, participating in quality assurance activities, self-assessment activities, mock audits, and providing documentation, policies, procedures, training records, quality

improvement materials, and data reasonably necessary to support the accreditation application and survey process.

d. Contractor must achieve and maintain NCCHC accreditation within 24 months of the contract start date. Failure to achieve NCCHC accreditation within 24 months and/or failure to maintain accreditation at any time, will result in initial liquidated damages of $25,000.00 and $2,500.00 each month until accreditation is achieved.

e. Contractor must provide copies of any accreditation certificates and related documentation, including materials related to qualifications, credentialing, continuing education, training, and quality improvement, upon request of the ACSO.

f. Contractor must cooperate with ACSO in ongoing compliance monitoring activities, including informal or periodic reviews conducted by the County to assess alignment with NCCHC standards and contract requirements. Contractor shall support quality assurance and continuous quality improvement efforts, consistent with NCCHC Continuous Quality Improvement (CQI) Program intended to maintain readiness for NCCHC accreditation surveys during the contract term.

5. **Compliance with Legal Requirements –** Contractor must comply with all relevant legal requirements, applicable federal, state, and local laws, regulations, and standards governing the delivery of health care services, including but not limited to the following, and shall ensure that policies, procedures, training, and practices are consistent with NCCHC 2026 Jails Standards:

a. California Code of Regulations Title 15 – Crime Prevention and Corrections. Contractor must meet all applicable requirements of Title 15 and shall coordinate with ACSO to ensure that health care services are delivered in a manner consistent with custody operations, patient safety, and regulatory requirements.

b. Female Patients' Rights Plan - Contractor is obligated to meet the requirements of the Reproductive Privacy Act (California Health and Safety Code Section 123460 et seq.) (January 1, 2003) and all other applicable state laws governing reproductive health care, privacy, informed consent, and access to services for female patients. Contractor shall ensure that policies, clinical practices, and staff training support the rights, dignity, and medical needs of pregnant and reproductive-age patients, consistent with NCCHC Care of the Pregnant and Postpartum Patient standard.

c. Patients with Disabilities, Mental Health Issues, and Gender Matters - Contractor must comply with and abide by the federal and state laws as they relate to patients with disabilities, mental health conditions, and gender-related health needs, including but not limited to the Americans

with Disabilities Act (ADA) and related nondiscrimination statutes. Contractor shall ensure that patients receive equitable access to care, reasonable accommodations, clinically appropriate services, and continuity of care, including for individuals with mental health needs and transgender or gender-diverse patients, consistent with applicable law and NCCHC Gender-Affirmative Health Care Services standard.

d. Prison Rape Elimination - Contractor must adopt and comply with the Prison Rape Elimination Act ("PREA") standards, and make information available to the County of Alameda , as required under 28 CFR § 115.12, to demonstrate its PREA compliance. 28 CFR §115.401 requires Contractor to engage in and receive a PREA audit at least once during a three-year audit cycle. The current audit cycle began on August 20, 2019. Contractor will make the auditor's final report available to the Contracts Lieutenant or their designee following completion of any PREA audit. Until the first PREA audit report becomes available, Contractor must demonstrate PREA compliance to the County of Alameda by furnishing a copy of its PREA policies and procedures to the Contract Lieutenant or their designee. If no PREA audit has been conducted by the time the contract begins, Contractor must provide ACSO with documentation of a plan to conduct a PREA audit within the statutorily set timeframe, consistent with NCCHC Response to Sexual Assault and Abuse standard.

e. Medical Surveillance of Incarcerated Workers – Contractor must coordinate with ACSO to support medically appropriate screening and ongoing surveillance for justice-involved individuals assigned to work details as required by policy and NCCHC Medical Surveillance of Incarcerated Workers standard. Surveillance may include but not be limited to, clearance for job duties, periodic reassessment when indicated, and documentation of restrictions.

6. **Financial Responsibility and Capacity -** .The Bidder must demonstrate sufficient financial resources, liquidity, stability, access to capital, and financial capacity to perform all obligations under the resulting contract, including staffing, pharmaceuticals, subcontracted services, hospital and specialty care, transportation, transition costs, and other expenses for which Contractor is financially responsible.

The County may obtain and consider commercially available financial and business-risk information concerning the Bidder, including Dun & Bradstreet or comparable independent business credit and financial-risk reports.

The County may require any Bidder under consideration for award to provide additional financial information, including audited or independently reviewed

financial statements, balance sheets, income statements, cash-flow statements, evidence of available working capital or credit facilities, debt information, insurance information, guarantees, or other documentation reasonably necessary to determine financial responsibility.

Failure to demonstrate financial capacity satisfactory to the County may result in a determination that the Bidder is not responsible and therefore ineligible for award.

7. **Medical Records**

a. Maintenance - Individual patient health records must be fully, accurately, and properly maintained, in accordance with applicable laws and regulations, County requirements, and NCCHC Health Records standard including but not limited to:

(1) Pre-Screen history intake receiving screening and initial health assessment documentation.

(2) Medical evaluation reports and assessments.

(3) Complaints of injury or illness and action taken.

(4) Physician and other licensed providers.

(5) Progress notes and treatment documentation.

(6) Names and credentials of all personnel treating, prescribing, providing care, and/or issuing patient education.

(7) Medications prescribed, dispensed, and administered including refusals.

(8) All laboratory, radiology, (i.e. x-ray), diagnostic and other documentation

(9) Documentation of all off-site services, consultations, hospitalizations, and follow-up care.

b. Confidentiality - Contractor must maintain confidentiality, privacy, and security of the health care records as is required by federal and state law, including but not limited to HIPAA, California privacy statutes, and NCCHC Confidentiality and Privacy of Care. All medical records must be and remain the property of the County. In the event of a contract termination or expiration, Contractor must confirm County has received and has access to the full, timely, and uninterrupted access to complete,

updated and accurate medical records, in part to assure compliance with medical records retention practices and continuity-of care requirements.

c. Audit and Review - Contractor must fully cooperate with the County and any third parties authorized by County for medical records review, audit, or inspection. This includes but is not limited to County-retained third-party quality assurance consultants, authorized County, state, or federal surveyors or regulators, and NCCHC accreditation surveyors or other accrediting bodies during initial accreditation or re-accreditation processes. Such cooperation shall include timely access to records, systems, staff, policies, and documentation necessary to support audits, investigations, quality improvement activities, litigation, and accreditation compliance.

8. **Reports**

a. General Reporting Requirements - Contractor must prepare, maintain, and submit regular written and electronic reports to ACSO in accordance with this contract, applicable laws, and regulations, and 2026 NCCHC Jail Standards. Unless otherwise stated reports are to be submitted on July 1st of each year and at any other times as reasonably requested by ACSO.

b. Objectives - Contractor must submit Quarterly and annual summaries must be submitted to ACSO describing progress toward agreed upon objectives, quality improvement initiatives for the services and the status of special projects or reports requested by ACSO. This report must contain aggregate workload data reflecting the previous month's workload, without identifying the patient's personal information.

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

c. Statistical Information - Contractor must maintain accurate general statistical data and record keeping about the health services provided. Contractor must make available to the County accrued data regarding health services provided. Data must be compiled in appropriate reports and provided in a monthly report, unless otherwise specified. Such reports must be in a format approved by ACSO and must not contain any personally identifiable information about justice-involved patients, consistent with confidentiality requirements under applicable law. The statistical reports must have information that includes, but is not limited to, the following:

(1) Communicable disease data, including reportable conditions.

(2) Status of patients housed in hospitals, and infirmaries, OPHU, including admissions, patient days, and average length of stay.

(3) OPHU utilization metrics, including admissions, transfers to hospitals, returns from hospitals, and average length of stay.

(4) Staffing vacancies by discipline and shift.

(5) Staffing coverage metrics, including filled versus required posts, overtime usage, and use of temporary staff.

(6) Total number of completed medical incident reports.

(7) Intake receiving screenings and initial health assessments performed.

(8) Total number of medical grievances from ACSO.

(9) Medical grievances categorized by type (e.g., access, medication, delay of care) and resolution status.

(10) Sick call requests received, completed, and pending.

(11) Timelines of response to health care requests, including average wait time from request to clinical encounter.

(12) Patients enrolled in chronic care clinics.

(13) Compliance with chronic care follow-up schedules and overdue visits.

(14) Medication utilization data, including medication administration refusals and missed dose.

(15) Medication errors categorized by severity and type.

(16) Mental health referrals to ACBH/AFBH.

(17) Off-site utilization rates (aggregated).

(18) High-risk clinical events, including medical emergencies, detox-related complications, and deaths in custody.

(19) Intake tuberculosis screenings completed and pending.

(20) Patients testing positive for tuberculosis.

(21) Patients testing positive for HIV/AIDS.

(22) Reentry related medical services provided, including release medications and care coordination activities, when applicable.

(23) Additional statistical and utilization data elements reasonably related to quality improvement, access to care, staffing adequacy, patient safety, regulatory compliance, or cost containment may be requested by ACSO and shall be provided in a mutually agreed-upon format.

d. Credential Report - Contractor must submit an annual Compliance Report by calendar year, due each year by no later than January 15, to ACSO documenting all applicable professional certifications, accreditations, and licenses required for the delivery of health care services during the life of this contract. The report shall confirm that all credentials are current, valid, and in good standing throughout the reporting period, consistent with applicable laws, regulations, and NCCHC Credentials standard.

e. Health Status Report - Contractor must prepare an annual Health Appraisal Status Report by calendar year, due each year no later than January 15 to ACSO documenting compliance with applicable federal laws and California laws, local laws, regulations, and codes relating to Detention and Corrections Facilities Medical Programs at SRJ, including, but not limited to compliance with PREA and the Americans with Disabilities Act and 2026 NCCHC Jails Standards. Reports must include, but are not limited to, the following aggregate data elements:

(1) Patients' requests for various services

(2) Patients seen at sick call

(3) Patients seen by a physician or advanced practice provider

(4) Patients seen by a dentist

(5) Patients seen by a psychiatrist

(6) Patients seen by a psychologist

(7) Patients seen by an OB/GYN

(8) Patients seen by case manager

(9) OPHU admission, patient days, average length of stay

(10) Mental health referrals

(11) Off-site hospital admissions

(12) Medical specialty consultation referrals

(13) Intake medical screenings completed

(14) History and physical assessments

(15) Psychiatric evaluations

(16) Specialty clinics attendance and screenings in house

(17) Diagnostic studies performed

(18) Report of third party reimbursement, pursuit of recovery

(19) Percentage of patient population dispensed medication

(20) Patients testing positive for venereal disease

(21) Patients testing positive for AIDS or AIDS antibodies (HIV)

(22) Patients testing positive for tuberculosis

(23) Patient mortality

(24) Number of hours worked by the entire medical staff, specifying each post or shift.

(25) Other data deemed appropriate by the Commander of Detentions and Corrections Division or the ACSO Contracts Lieutenant and their designee.

f. Health Services Utilization Reports - Contractor must provide monthly statistical reports on health services utilization, the reports must include the data set and report formats approved by the ACSO. A quarterly synopsis of this data analyzing trends, utilization patterns, and notable variances, must also be prepared and provided to ACSO. Reports shall support quality improvement, utilization management, and oversight activities consistent with NCCHC Administrative Meetings and Reports and Continuous Quality Improvement (CQI) Program standards.

g. Work Post Expense Report - Contractor must provide monthly payroll expense reports, which include the cost of staffing each position, including salary and employer paid benefits, per Work Post position. The information must be in such a format approved by ACSO and usable to calculate any credits, penalties, or adjustments associated with inadequate Work Post coverage or staffing variances.

h. Schedules – Reporting and scheduled reviews must adhere to the following:

(1) All reports should be provided to the ACSO Contracts Lieutenant, or their designee, with copies to other individuals as identified by the ACSO Contracts Lieutenant.

(2) Monthly reports must be submitted on the fifth of each month, unless otherwise approved in writing by ACSO.

i. Offsite Activity/Cost Report - Contractor must provide an off-site activity/cost report by the 20th calendar day of each month. The report must contain all off-site cost reports outlining off-site outpatient, inpatient admissions, emergency room visits, specialty consultations, and associated clinical services visits, including purpose of transport and aggregate cost data.

j. Daily Report – Contractor must submit a daily report for the previous 24 hours prior to 0900 hours, which includes the following:

(1) Transfer to off-site hospital emergency departments

(2) Communicable disease reporting

(3) Suicide date (i.e. deaths, attempts, and precautions taken)

(4) Report of the status of patients in local hospitals and infirmaries

(5) Staffing rosters and coverage status

(6) Submit completed medical incident report copies

(7) Submit completed medical grievance report copies

(8) A list of all lost medical files to date, including any lost medical files from the previous 24 hours.

(9) Intake screenings performed

k. Procedures Manual - Contractor must maintain an updated on-site procedures manual that meets the requirements of applicable standards as outlined by the ACA, NCCHC Jail Standards, as well as the requirements of the ACSO as defined in California Code of Regulations Title 15, Section 1206, and ACSO policies and procedures. A separate communicable disease manual must also be maintained onsite and updated as required by law and public health guidance.

(1) Site-specific Policies and Procedures – Consistent with Policies and Procedures standard and California regulatory requirements, Contractor must maintain written health services policies and procedures that are site-specific to SRJ and coordinated with ACSO custody policies to avoid conflicts affecting access to care, emergency response, medication administration, privacy, and infections control. Policies must be reviewed at least annually and updated when standards, laws, or operations changes.

9. **Quality Assurance/Oversight/Reporting**

a. The ACSO will, at its own expense, contract with a neutral third party experienced in medical quality assurance reviews ("Quality Assurance Consultant"). The services of this third party consultant may include, but are not limited to, conducting monthly audits of patient health records and clinical processes for treatment of medical conditions in order to evaluate the timeliness of care, appropriateness of assessment, treatment, and type of provider and level of care, and compliance with NCCHC Jail Standards. Contractor must cooperate fully with ACSO's Quality Assurance Consultant, including providing full and immediate access to records, including patient medical records, policies and procedures.

b. Contractor must cooperate fully with ACSO in all oversight and review of activities related to services provided or requested by the ACSO under this contract. Contractor must work directly and collaboratively with ACSO and ACBH in the provision of services to patients. In addition, Contractor must work cooperatively, fully communicate, promptly provide information and documentation, and fully share information

with the Alameda County Healthcare Services Agency (ACH) in working with ACSO on oversight of the contract and quality improvement activities.

c. Contractor must cooperate with other consultants and advisory boards established by the County, including the Medical Advisory Board, which has been designated as an advisor to the Board of Supervisors with regard to criminal justice and medical services. Should a County consultant or advisory board make recommendations which require adjustment of the scope of services in the contract, the County will negotiate in good faith with the Contractor. Any proposed and agreed-upon changes in scope and any new implementation requirements will occur within 30 days of receipt of the recommendation from the consultant and/or advisory boards, unless otherwise mutually agreed upon in writing.

d. Contractor must participate, as requested, on County committees related to justice-involved individuals medical services established by the County, including the medical advisory board, which has been designated as advisory to the Board of Supervisors.

e. Contractor must participate, as requested, on County committees related to justice-involved medical care, including providing service information and statistics, utilization data, and quality metrics as requested to support oversight and quality improvement efforts.

f. Contractor must assign a qualified professional with decision-making authority to attend and participate in all required meetings related to quality assurance, oversight, and reporting.

g. Contractor must work collaboratively with County, quality assurance consultants and committees to assist County in establishing, monitoring, and refining goals for minor and major error rates, based on an ongoing and monthly assessments. Error rates must be set for a variety of categories including but not limited to service levels, clinical care delivery, medication management, and health record documentation, consistent with NCCHC Continuous Quality Improvement (CQI) Program standard.

(1) Definitions of major and minor errors

(a) A major error or adverse clinical event is an injury or death caused by medical management rather than by the patient's disease or condition. A major error might include, but is not limited to, an error that caused severe injury, extensive delay in providing medical services, or failure to follow established clinical standards, or failure to abide by judicial or court-ordered medical requirements.

(b) A minor error or a near miss clinical event is an error in clinical activity without a consequential adverse patient outcome. A minor error might include, but is not limited to, an incorrect medication dose, documentation omissions, or a missing signatures for a medication refusal.

(c) Contractor must provide quality services with a low error rate. If Contractor's error rate meets or exceeds established thresholds or goal limits set for either minor errors or major errors, Contractor will be subject to penalties, in addition to any other remedies and actions the County may have. Penalties shall apply per category, per month in which the applicable threshold or goal limit is exceeded. If Contractor exceeds the applicable goal limits in any month, penalties shall be assessed per category as follows: (1) $5,000 for the first occurrence, (2) $10,000 if there is a second occurrence within a twelve-month period from the first occurrence, and (3) $15,000 for a third occurrence within an 18-month period from the first occurrence. In cases involving repeated major errors, patterns of noncompliance, or systemic failures impacting patient safety, the County reserves the right to impose enhanced penalties, require corrective action plans, or pursue other remedies available under the contract.

(d) Failure to maintain a low error rate may also constitute failure to provide adequate services and may result in termination of the contract consistent with County remedies and contract provisions.

h. Results of the medical quality assurance reviews, as well as recommendations for corrective action, will be provided to Contractor. Contractor will take recommended corrective action or will advise the County in writing why such corrective action should not be taken. Contractor must cooperate with County-established procedures to resolve any impasse in recommendations to take corrective actions. Responses include but are not limited to:

(1) Contractor must provide written responses to County regarding all issues identified in the medical quality assurance reviews within 30 days of receiving them, unless an extension is granted in writing by the ACSO Contracts Lieutenant or their designee.

(2) Contractor must provide timely written responses no later than 30 days from receipt, regarding findings in any cases with which

Contractor disagrees, including supporting rationale and proposed alternative actions.

(3) Quality assurance response enforcement. Late responses (over 45 days) either in addressing corrective actions or in explaining why corrective action plan (CAP) implementation is not deemed advisable to the recommended corrective actions contained in the third-party audit report may result in fines of up to $3,000 each subsequent month of delay until resolved to the satisfaction of the County.

10. **Continuous Quality Improvement Program –** Contractor must maintain a functioning Continuous Quality Improvement (CQI) program for health services at SRJ. The CQI program must be formally documented and integrated into the facility's oversight and committee structure. Consistent with NCCHC Continuous Quality Improvement (CQI) Program, the CQI program must minimally include:

a. A multidisciplinary participation representing major health service areas, which may include medical, nursing, dental, pharmacy, mental health coordination, health records, quality staff, and custody participation as appropriate.

b. Identification and conduct of CQI studies addressing clinical care, access to care, patient safety, utilization, and operational performance.

c. Defined performance indicators and measurable thresholds for each CQI study.

d. Documented corrective action plans when performance falls below established thresholds, including assignment of responsibility and target completion dates.

e. Ongoing monitoring of corrective actions and documentation of outcomes.

f. Documented Annual Evaluation of the CQI program's effectiveness, including any programmatic changes made based on findings.

g. CQI activities may be conducted through, or in coordination with, existing committees, including the Medical Audit Committee, Health Care Committee, Medical Advisory Committee, Medical Peer Review, and Grievances review; however, CQI program requirements must be clearly identifiable and documented as a distinct quality improvement function.

11. **Medical Audit Committee** - Contractor must collaborate and actively participate in meetings, committees, and audits responsible for developing, reviewing

clinical performance, recommending, and implementing all future evaluating adverse events, identifying trends, and monitoring compliance with established policies, and procedures, and standards of care. necessary for the operation of the health care program. Contractor participation shall include the provision of clinical input, utilization and performance data, quality indicators, root cause analyses, and corrective action plan activities, consistent with the NCCHC Continuous Quality Improvement (CQI) Program standard. The objective of this Medical Audit Committee is to ensure quality health care is accessible to all patients identity, analyze, and address deficiencies in clinical care, ensure services are clinically appropriate, monitor quality and patient safety outcomes, and support ongoing performance improvement, risk reduction, and compliance with contract requirements, applicable laws and regulations, and NCCHC standards.

12. **Health Care Committee** – Contractor must collaborate and actively participate in meetings and committees responsible for developing, reviewing, recommending, and implementing all future policies and procedures, and operational practices necessary for the effective delivery and coordination of healthcare services. Contractor participation shall include the provision of clinical expertise, access-to-care data, utilization trends, staffing and operational input, and corrective action plan follow-up activities, consistent with the NCCHC Continuous Quality Improvement (CQI) Program standard. The objective of this Health Care Committee will be to ensure timely, equitable, and appropriate access to quality healthcare services for all justice-involved individuals housed at SRJ, support coordination among medical, mental health, custody, and County partners, and promote continuity of care, operational effectiveness, and regulatory compliance.

    The Medical Audit Committee and the Health Care Committee serve distinct but complementary roles, with the Medical Audit Committee focused on retrospective quality review and corrective action, and the Health Care Committee focused on prospective policy development, access to care, and system coordination.

13. **Medical Advisory Committee** – Contractor must attend, prepare for, and actively participate in the monthly Medical Advisory Committee (MAC) meeting at SRJ every month. Contractor participation shall include the presentation of accurate, timely, and complete information, analysis of trends, and response to inquiries related to health care delivery, quality assurance, and compliance, consistent with 2026 NCCHC Jail Standards. In addition to discussing policy matters, medical, and mental health updates, MAC meetings may also include, but are not limited to, review and discussion of the following:

    a. Monthly service utilization statistics and performance metrics

b. Infection control activities, including health and safety inspection reports

c. Patient grievances and trends, including response and resolution status

d. Staffing plan updates and vacancy management

e. Scheduling and coverage issues

f. Other relevant healthcare topics

g. Off-site services and hospital utilization reports, including the purpose of medical transports;

h. Audits findings and follow up actions

i. Major and Minor error rates and trend analysis

j. Quality assurance and continuous quality improvement activities;

k. Oversight findings and recommendations

l. Compliance with contract requirements, applicable laws and regulations, and NCCHC standards

m. Accreditation status, readiness, and related activities

n. General operational issues or concerns

o. security and safety matters affecting healthcare delivery

MAC meetings will be limited to Contractor representatives, ACSO staff, ACBH staff, Adult Forensic Behavioral Health (AFBH) staff, and the Quality Assurance consultant staff.

14. **Medical Peer Review** – Contractor must perform regularly scheduled quarterly reviews in the months of January, April, July, and October of each year. Professional performance reviews shall be conducted by professional peers in accordance with the NCCHC Clinical Peer Review and Competency Assessment standard. Professional performance enhancement activities must include documentation of periodic and annual clinical performance review, as applicable, for health staff disciplines involved in patient care, with confidential feedback and documented follow-up when improvement is needed.

The Contractor Medical Director must establish and oversee a local Medical Peer Review Committee, that will meet quarterly with the date, location, agenda, and materials for each meeting arranged by the Medical Director. Members of the committee must include, at a minimum, licensed physicians, and representatives from local community hospitals, County Public Health, Mental Health and Healthcare agencies, the contractor dentist, contractor mid-level practitioners, and the contractor Medical Director. Other qualified medical professional guests may be invited to participate in the peer review meetings as deemed appropriate by the Medical Director. The Medical Peer Review Committee will

conduct structured medical record reviews of all justice-involved individual deaths occurring at SRJ, and all acute hospital and infirmary admissions. The objective of the peer review process is to evaluate the appropriateness, timeliness, and quality of clinical care, identify any deficiencies, variation, and/or inconsistencies in care delivery, and assess opportunities for improvement consistent with contract requirements and applicable standards. Findings of the Medical Peer Review Committee will be documented in committee minutes, including a plan and schedule for any corrective actions, timeliness for implementation, assignment of responsibility, and follow-up reporting by the contractor. The Contractor shall track progress on corrective actions and report status updated to the committee until resolution is achieved.

15. **Mortality Review, Reporting, and Performance**

a. Compliance with ACSO Mortality Review Policy and Procedure – The Contractor shall comply with and adhere to the ACSO mortality review policy and procedure. Clinical mortality review shall not be delayed due to pending autopsy or external reports. Contractor must complete an initial review within the timeframe required by ACSO policy and updated the review when additional information becomes available.

b. The Contractor must ensure that all deaths occurring in custody, and any deaths occurring within thirty (30) days of release when reasonably related to in-custody medical care, are identified, documented, and processed in accordance with ACSO requirements and NCCHC Procedure in the Event of a Death standard. The Contractor must be responsible for timely notification, documentation, record preparation, clinical analysis, and cooperation necessary to support the County's mortality review process. This includes but is not limited to the following:

(1) Timely submission of all requested medical records and supporting documentation.

(2) Preparation of a clinical summaries and timelines.

(3) Attendance and participation by appropriate Contractor leadership and clinical staff, including the Medical Director, nursing leadership, and quality improvement staff, as required.

(4) Cooperation with County representatives, third party reviewers, quality consultants, and oversight bodies, as applicable.

(5) Failure to comply with ACSO mortality review policies, timelines, or participation requirements may be considered a performance deficiency subject to corrective action and contract remedies.

c. Preventability and Root Cause Analysis - Each death will be evaluated and classified as preventable, possibly preventable, or non-preventable.

Preventable and possibly preventable deaths shall require a documented root cause analysis addressing:

(1) Timeliness and access to care

(2) Staffing adequacy

(3) Clinical decision making

(4) Medication continuity

(5) Communication and handoffs

(6) Custody of medical coordination

d. Corrective Action and Performance Improvement – The contractor must develop, implement, and track corrective action plans for identified deficiencies. Corrective actions shall be monitored through the Contractor's Continuous Quality Improvement (CQI) program and reports to the ACSO.

e. Mortality and Trend Analysis – The Contractor must track and report mortality-related performance indicators, including but not limited to:

(1) Total deaths by category and housing unit.

(2) Deaths occurring within 7, 30, and 90 days of intake.

(3) Deaths involving chronic disease, withdrawal, or mental health factors

(4) Trends suggesting systemic risk or repeated failures.

f. Reporting and Oversight - Mortality findings, trends, and corrective actions shall be reported to ACSO-designated oversight staff, quality assurance and medical advisory committees, and regulatory bodies, as required.

g. Failure to comply with mortality review, reporting, or corrective action requirements may be considered a performance deficiency subject to contract remedies.

h. In addition to mortality reviews, Contractor must identify and review other serious adverse or sentinel clinical events as part of its CQI program. Such events may include, but are not limited to, delayed access to care, resulting in harm, serious medication errors, failure to transfer to a higher level of care when clinically indicated, and significant detoxification-related complications. Findings and corrective actions shall be documented and reported to ACSO in accordance with the CQI Program standards.

16. **Oversight and Committee Participation**

a. The Medical Director, Health Services Administrator (HSA), and other appropriate representatives of the Contractor (medical provider) must regularly attend and actively participate in scheduled meetings of the SRJ Quality Working Group meetings and other meetings as requested by ACSO. Attendance at meetings must include prepared participation to report on issues of concern, quality indicators, correction action plan activities, and cooperation on an ongoing basis with designated committee representatives, consistent with NCCHC Continuous Quality Improvement (CQI) Program standard. The HSA, or a designee approved by the ACSO Contracts Lieutenant, must attend and participate in the working group and review meetings as requested by ACSO, including but not limited to internal review meetings.

b. The HSA, or a designee approved by the ACSO Contracts Lieutenant, must attend and participate in committee, oversight, and review meetings as requested by ACSO, including but not limited to Board of Supervisors' Community meetings, and internal review meetings. Contractor representatives must have sufficient authority and knowledge to respond to inquiries, present data, and support quality improvement and compliance activities.

c. All services provided by the Contractor are subject to ongoing review and evaluation for quality of care through established and regularly performed audits. Clinical services, procedures, protocols and administrative policies and practices are subject to review for compliance with contract requirements, applicable laws and regulations, and 2026 NCCHC Jail Standards, including but not limited to access to care, continuity of care, documentation, and patient safety. In addition to scheduled audits, the County reserves the right to conduct unscheduled or focused audits when warranted by quality assurance findings, observed concerns, sentinel events, patterns of noncompliance, or issues affecting patient safety or continuity of care.

17. **Grievance Procedure –** Contractor will comply with and follow the current grievance policies and procedures established by the ACSO for the communication, review, and resolution of patient and staff complaints, grievances, or concerns related to any aspect of health care delivery. The grievance process shall be implemented in a manner consistent with NCCHC Grievance Process for Health Care Complaints standard and applicable laws and regulations. Contractor must designate a qualified individual to respond to and act as the primary point of contact with ACSO for receiving, reviewing, coordinating responses to, and responding to health care-related complaints. Contractor must promptly respond and provide requested information and documentation to ACSO and adhere to all established timelines for responses.

When the assigned individual is on vacation or otherwise unavailable, Contractor must ensure appropriate coverage and identify an alternate responsible individual to the ACSO Contracts Lieutenant or designee to ensure continuity and timely grievance management. Contractor must track health care grievances by category and disposition and incorporate grievance trends into CQI review and corrective actions when patterns indicate access, timeliness, quality or communication concerns.

18. **Platform for Staff Input –** Contractor must have and maintain a formal process or mechanism that allows nursing, medical, and other staff to provide input regarding staffing adequacy, workload, patient acuity, access to care, and the quality and safety of health care services being provided. The process shall allow for timely identification and escalation of concerns related to patient care or staffing levels. This information gathered through this process shall be summarized and communicated by the Contractor to ACSO during weekly quality assurance meetings between ACSO and Contractor, including identification of trends, staffing concerns, and any actions taken or proposed to address issues raised by staff.

19. **Access –** Security staff must accompany health care staff when providing health care services in secure areas, as required to ensure safety and security, in accordance with written ACSO policies and procedures. Such coordination shall be implemented in a manner that supports timely access to medically necessary care and does not unreasonably delay or impede the delivery of health care services, consistent with NCCHC Access to Care standard. Contractor, their employees, agents, and subcontractors must comply and follow all applicable ACSO policies and procedures at all times, including requirements related to security, movement, access to housing areas, and coordination with custody staff.

20. **Claims and Legal Action –** Contractor shall establish, maintain, and administer its own claims handling and resolution process regarding claims and legal actions that is separate and independent from the County's claims process.

    If the County, after reviewing a claim, reasonably determines that the alleged liability arises solely from the acts, omissions, or services of Contractor or its employees, agents, subcontractors, or medical personnel, and that no County liability exists, the County may tender such claim to Contractor for investigation, handling, defense, and resolution. Contractor shall promptly acknowledge receipt of the tender, determine whether the allegations fall within the Contractor’s defense or indemnity obligations, and is required to respond accordingly.

Similarly, if a lawsuit is filed against the County and the County reasonably determines that the allegations concern solely the acts or omissions of Contractor, the County may tender the defense and handling of such lawsuit to Contractor. Contractor is required to respond to such tender and shall not unreasonably reject or deny a tender without providing a written explanation of the factual and legal basis for its determination.

Nothing in this provision shall require Contractor to accept responsibility for claims or lawsuits for which it is not legally responsible. However, Contractor's review and evaluation of any tender must be conducted and consistent with its contractual indemnification, defense, and insurance obligations under the Agreement that results from this RFP.

In addition to establishing, maintaining, and administering its own claims handling and resolution process, Contractor must actively, fully, and timely cooperate with County legal counsel and risk management staff in the investigation, defense, and other work related to any claim or legal action against or on behalf of the County, including any of its departments, officers, employees, volunteers, or agents, arising from or related to the delivery of health care services under this contract. Said assistance and cooperations must include, but is not limited to, the following:

a. Timely Provision of data, reports and other relevant information.

b. Prompt, complete, and accurate Medical Records in compliance with applicable privacy laws.

c. Investigation of claims and incidents, including participation in root cause or sentinel event analysis.

d. Preparation pf declaration of affidavits and other sworn statements as reasonably required.

e. Participation in depositions, hearings, trials, mediations, or other proceedings, and provision of additional information as County counsel deems necessary to prepare the defense or prosecution of a matter.

f. Contractor must comply with and support implementation of all past, current, and future court orders, consent decrees, settlement agreements, and litigation requirements concerning the delivery of justice-involved individual health care services, to the extent such requirements apply to Contractor’s scope of services under this contract.

g. Notification of Proposed Settlement - Contractor must promptly notify County Risk Management Unit and County Counsel of any proposed

compromise, and/or settlement, or resolution of any claim, demand, or legal action related to or arising from the provision of services during the term of the contract resulting from this RFP. Contractor must notify the County as soon as possible after an agreement has been reached and prior to the final acceptance and execution of any such compromise, settlement, or other agreement. Contractor shall cooperate fully with the County in evaluating the proposed settlement, including providing relevant records, analyses, and input as reasonably requested by County Risk Management or County Counsel. This requirement will not apply to the Contractor's internal employees, labor, or union matters that do not relate to the provision of services under this contract, unless the County is named as a party, co-defendant, or indemnified entity, or the matter otherwise implicates County liability, oversight obligations, or reputational risk.

21. **Transfers, Releases, and Continuity of Care**

a. Public Health Notification - Contractor is responsible for timely notification of appropriate local, state, and federal public health agencies of reportable illnesses and communicable diseases, in accordance with applicable laws and regulations. When feasible, such notification shall be made prior to patient transfer or release to support public health follow-up and continuity of care, consistent with NCCHC Infection Prevention and Control and Continuity, Coordination, and Quality of Care During Incarceration standards.

b. Transfer of Health Records - Health records of a patient who is being transferred, whether for medical, custodial, or other reasons, must be evaluated by qualified medical staff and a medical transfer summary completed and transmitted as appropriate. The transfer summary shall include relevant diagnoses, medications, recent treatments, pending tests, and follow-up needs, consistent with applicable laws and NCCHC Continuity, Coordination, and Quality of Care During Incarceration standard. Transfers and Hospital Returns – Contractor must ensure continuity of care during all patient transfers, including transfers to and from outside medical facilities, inter-facility movements, and court-related absences exceeding 24 hours. This includes completion of appropriate transfer documentation, review of returning medical information, timely follow-up of pending diagnostics or treatment plans, and coordination with custody and behavioral health partners, consistent with NCCHC Continuity, Coordination, and Quality of Care During Incarceration standard.

c. Tuberculosis - Contractor must establish and implement written procedures for the management and transfer of patients with suspected or confirmed active tuberculosis, including coordination with public health authorities and receiving facilities, in compliance with statutory and regulatory requirements, public health guidance, and NCCHC Infection Prevention and Control standards.

d. Request or Information (ROI) and Follow-Up After Transfer – When a justice-involved individual is transferred to or received from another health care facility, correctional facility, or custodial setting, the Contractor, as the responsible medical provider, shall initiate, document, and follow-up on a Request for Information (ROI) to obtain relevant medical records necessary to ensure continuity and safety of care. The Contractor must:

(1) Initiate a completed ROI request to the transferring or facility as soon as practicable following the transfer, consistent with applicable privacy laws and regulations.

(2) Request clinically relevant information, which may include but is not limited to recent history and physical examinations, diagnoses, hospital course, procedures, medication lists, diagnostic results, discharge summaries, and follow-up recommendations.

(3) Document the ROI request, follow up efforts, and any records received in the patient's health record.

(4) Conduct reasonable follow-up efforts when requested information is not received n a timely manner and document such efforts.

(5) Failure of an external facility to provide patient records shall not relieve the Contractor of the responsibility to request, pursue, and document efforts to obtain such information. Information received through the ROI process shall be reviewed by qualified health care staff and incorporated into the patient's plan of care as appropriate, consistent with NCCHC Continuity, Coordination, and Quality of Care During Incarceration standard.

22. **CalAIM Report**s – The following reports must be submitted bi-weekly by the Contractor:

a. Health Services & Utilization - Number of prevalent diseases, conditions, SMI/SUD, low to high acuity, sick calls, chronic care, ancillary, offsite

specialty care, inpatient stays, medication administered in facility, release medications, MAT inductions/continuations, mental health consults.

b. Eligibility Determinations - Number of new applicants, declinations into Medi-Cal and ECM, unassigned to MCP at time of release, pending enrollment in Medi-Cal at time of release.

c. Screening and Assessments - Number of pre-release screenings, comprehensive assessments for physical health, mental health, substance use, and other social determinants of health.

d. Linkages and Warm Handoffs - Number of warm handoffs to ECM and non-ECM, County Behavioral Health for specialty mental health, and addiction medicine.

23. **Payment for Psychotropic Pharmaceuticals**

a. Financial Responsibility for Psychotropic Medications ACBH will pay for psychotropic medications prescribed by ACBH/AFBH providers, in accordance with a pre-approved pricing and reimbursement formula. Psychotropic medication shall be prescribed, dispensed, and administered in compliance with applicable federal and state laws, County requirements, and NCCHC Emergency Psychotropic Medication standard.

b. Invoicing and Documentation Requirements - Contractor must submit required documentation to the ACBH Director of Pharmacy Services, or designee, in order to facilitate timely review and reimbursement of psychotropic medication costs. Documentation requirements include of the following:

(1) For purposes of receiving payment for psychotropic medications provided to mental health clients, Contractor must submit a hard copy monthly invoice alphabetically listing each patient, psychotropic medications dispensed, unit cost, and total monthly cost of the psychotropic medications. Each invoice must be clearly marked CONFIDENTIAL HEALTH CARE INFORMATION and handled in accordance with applicable privacy and confidentiality requirements.

(2) A monthly electronic report in Excel format must be attached to each invoice detailing for each psychotropic medication administered - medication name, dosage, number of tablets (unit) dispensed, cost per unit, and client count. The aggregate total of this report should be equal exactly with the total cost reflected in the corresponding monthly invoice submitted.

24. **Transition**

a. Transition Team - For transition to and from providing services, Contractor and ACSO must establish a transition team composed of appropriate medical and correctional staff, including medical records, pharmacy, and clinical representatives, and any County identified consultants. Contractor must follow the written transition plan approved by the ACSO. Contractor must cooperate fully with, as applicable, the prior or subsequent vendor in effecting a safe, orderly, uninterrupted, smooth transition .of services consistent with patient safety, continuity of care, and applicable laws, regulations, and accreditation standards. Contractor will not be responsible for medical care services until the transition from the current contractor is complete.

b. Transition to Providing Services. Transition obligations under this section apply regardless of whether the awarded Contractor is the incumbent provider or a new provider, and shall be performed in coordination with ACSO and, as applicable, the outgoing contractor. If the current Contractor is not the successful bidder, the successful bidder must work cooperatively to transition into providing services. Contractor must be responsible for, including but not limited to, the following:

(1) Preparing proposed transition plan including timelines, staffing assumptions, risk mitigation strategies, and continuity-of-care safeguards.

(2) Preparing a strategic and operational plan aligned with contract requirements and applicable standards.

(3) Conducting in-service training to ACSO and Contractor staff, including orientation to policies, procedures, clinical protocols, and security requirements.

(4) Supervision and development or assumption of a disease/injury oriented medical record system, including secure access to historical records.

(5) Developing drug utilization data and evaluating existing pharmaceutical inventories to ensure uninterrupted medication access.

(6) Establishing professional contracts and referral arrangements with hospitals, specialty providers, laboratories, and ancillary services providers.

(7) Personnel recruitment credential, background clearance and hiring sufficient to meet required staffing levels at contract start.

(8) Ordering receiving and staging of supplies and equipment necessary for uninterrupted clinical operations.

(9) Developing and validating both internal and external plans for emergency care, including after hours and on call coverage.

(10) Establishing reporting procedures consistent with contract reporting requirement.

(11) Medical records, including electronic medical records software systems, data migration, and user access controls.

(12) Transition of services from the current vendor, including but not limited to pending and future appointments diagnostic follow up chronic care, specialty referrals, and active treatment plans to prevent gaps in specialty referrals and active treatment plans to prevent gaps in care.

(13) All applicable licensure certification and regulatory requirements must be met prior to the start of the Contract. A written list with the names, years of experience, and types of license held for persons who will be providing these services must be given to the ACSO during the transition phase.

c. Clinical Risk Identification and Continuity Planning - Prior to the start of services, Contractor must, to the extent information is available and in coordination with ACSO and, as applicable, identify patients at heightened clinical risk, including but not limited to individuals with chronic medical conditions, pregnancy, detoxification needs, serious mental illness, or active specialty care. Contractor must implement reasonable continuity-of-care measures to ensure timely clinical follow-up and uninterrupted treatment upon contract commencement.

d. Medication Continuity and Reconciliation - Contractor must use reasonable efforts to ensure uninterrupted access to prescribed medications at the start of services. This shall include completion of medication reconciliation based on available records of information, coordination with ACSO and the outgoing provider as applicable, and establishment of sufficient on-hand medication supply or alternative arrangements to prevent avoidable gaps in medication administration at go-live.

e. Pharmacy controlled substances transition - Contractor must coordinate with ACSO and the outgoing provider as applicable, to support an orderly transition of pharmacy operations. Such coordination shall include

reasonable efforts to verify pharmaceutical inventories, ensure appropriate accountability for controlled substances, and comply with all applicable state and federal pharmacy, DEA, and licensing requirements. Nothing herein limits ACSO's authority to separately require compliance by the outgoing provider.

f. Electronic Health Record Data Access and Validation - Where electronic medical records are transitioned, newly implemented, or modified, Contractors must cooperate with ACSO and the outgoing provider, as applicable, to support access to existing patient health information. Contractor must conduct reasonable validation and testing to confirm the accuracy, accessibility, and continuity of available patient health records prior to or immediately following commencement of services, consistent with patient safety and continuity-of-care requirements.

g. Staff Orientation and Security Coordination - Contractor must ensure that all personnel assigned to provide services receive orientation appropriate to their role prior to independently providing care. Orientation shall include, at a minimum, facility operations, security procedures, emergency response protocols, coordination with custody staff, and applicable ACSO policies and procedures.

h. Transition Communication and Stabilization Period - Contractor must participate in transition communications coordinated by ACSO and provide enhanced operational responsiveness during an initial stabilization period following contract commencement. During this period, Contractor must promptly identify, communicate, and address transition-related clinical, operational, or patient safety issues, and provide additional reporting or corrective actions as reasonably requested by ACSO.

i. Transition from Providing Services – The information below will be a contract requirement for the awarded bidder of this RFP in the event they are awarded this contract:

(1) In the event the Contractor no longer provides services for any reason, including but not limited to termination or expiration of the Contract, Contractor must be responsible for ensuring that the management, operational, clinical, medical records, pharmacy, and reporting responsibilities for health services are transferred as efficiently as possible and with as little interruption to patient care as possible. Contractor must cooperate fully with the ACSO and any service provider(s) during the transition, including providing timely access to records, data, policies,

procedures, and transition assistance necessary to maintain continuity of care and patient safety.

(2) Continuity of Care and Workforce Transition – The Contractor must allow its personnel to apply for and receive a position with the new provider(s) without penalty or payment of a finder's fee, or any other fee, assessment or charge of any nature, assessed to such provider or the County, consistent with continuity of operations and standard correctional health care transition practices.

j. **Public Communications –** Contractor must immediately notify County of any inquiries from the media, elected officials, or external entities regarding the services provided under this contract and shall coordinate any response with the County prior to any disclosure or communication. Contractor shall not make any public statements, provide interviews, or issue written or verbal responses related to services provided under this Contract without prior coordination and approval from the County. Contractor must not disclose any information regarding patients, including but not limited to protected health information under the Health Information Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), Confidentiality of Medical Information Act (CMIA located in the California Civil Code Sec 56-56.37), applicable provisions of the California Public Records Act, and all other relevant federal, state, and local laws and regulations. In the event of any serious incident, adverse clinical event, patient death, sentinel event, or other matter reasonably anticipated to generate public or media interest, Contractor must promptly notify the County and cooperate fully with the County in the development or coordinated internal and external communications. With regard to any claim, grievance, investigation, or lawsuit tendered to the Contractor, regardless of whether a reservation of rights is issued, the Contractor and its defense counsel agree to coordinate all media contact related to the claim or lawsuit with the County and County legal counsel.

k. **Waste Prevention and Recycling** – Contractor must implement waste prevention, recycling, and composting practices consistent with applicable County requirements, California state law, and facility policies related to environmental health, infection control, and safety. Contractor must ensure recyclable and compostable items generated in Pharmacy, Clinics, and onsite administrative office operations are separated appropriately by contractor staff and disposed of in appropriate hauler provided collection containers. Contractor must ensure that waste handling practices do not compromise infection control, patient safety,

staff safety, or facility security, and must comply with all applicable regulations governing regulated medical waste, pharmaceutical waster, sharps disposal, and hazardous materials. At minimum, the following materials must be sorted, managed, and disposed of to ensure recycling or composting, as applicable and permitted by the County's waste hauler program:

(1) Compostable items and food waste

(2) Corrugated cardboard

(3) Mixed office paper

(4) Paperboard packaging

(5) Hard plastic packaging, i.e. plastic bottles

(6) Other packaging materials acceptable in hauler provided recycle program.

(7) Contractor must provide staff training, signage, and internal procedures as necessary to support compliance with waste prevention and recycling requirements and shall cooperate with County monitoring, audits, or inspections related to environmental services, sustainability, and waste management practices.

l. **Re-entry Programs and Services -** Contractor must provide on an annual basis, during each year of the Term while use of the Agreement that results from this RFP is in full force and effect, contribute and/or support mutually agreed upon Re-Entry Programs and Services at SRJ.

m. **Community Outreach -** In furtherance of ACSO's community outreach initiatives and Contractor's participation in the same, Contractor must provide, on an annual basis, during each year of the Term while use of the Agreement that results from this RFP is in full force and effect, contribute and/or support, mutually agreed upon, community engagement and community outreach.

H. BIDDERS CONFERENCE(S)/VENDOR OUTREACH

1. Attendance at the **Site Walk Through and Bidders Conference is mandatory**. Proposals received from the Bidders who do not attend the Mandatory Site Walk Through/Bidders Conference will be disqualified.

2. Vendor Outreach is usually conducted on Wednesdays at **Vendor Outreach Link** (Call-in: +1 415-915-3950; Conference ID: 504 517 635#). Dates and locations can be confirmed by checking at: **Upcoming Events** [https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/].

3. Information regarding the RFP will be presented during the conference(s).

4. The Bidders Conference(s) will be held to:

   a. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships to participate in the contract(s) that may result from this RFP.

   b. Provide an opportunity for Bidders to request clarification on this RFP and ask specific questions about the project, goods, and services.

   c. Provide Bidders an opportunity to view a site, receive documents, etc., necessary to respond to this RFP.

   d. Provide the County with an opportunity to receive feedback related to this RFP.

5. The Bidders Conference(s) Attendees List will be released in a separate document.

6. Written questions submitted by the stated deadline will be addressed in a posted RFP Questions and Answers (Q&A) following the Bidders Conference(s). Should there be a need to amend or revise the RFP, an Addendum will be issued. Any verbal statements, including at any Bidders Conference(s) are not binding. Only the written documents will be binding.

7. Questions regarding these specifications, terms, and conditions are to be submitted in writing through the "Question & Answer" tab of this project in the **County of Alameda Procurement Portal** by 5:00 p.m. on the date specified in the Calendar of Events.

8. Attendance at the Vendor Outreach is highly recommended but is not mandatory.

9. Vendors who attend the Bidders Conference will be added to the Vendor Bid List.

II. COUNTY PROCEDURES, TERMS, AND CONDITIONS

I. EVALUATION CRITERIA / SELECTION COMMITTEE

1. **Initial Evaluation (Completeness of Response and Debarment and Suspension).** All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A), which are determined on a pass/fail basis.

2. **Evaluation by County Selection Committee.** All proposals that have passed the initial Evaluation Criteria will be evaluated by a County Selection Committee (CSC). The CSC may be composed of County staff and other parties that may have expertise or experience related to the goods or services that are being procured. The CSC will score the proposals according to the Evaluation Criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the CSC.

3. **Unrealistic Bids.** Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical knowledge or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

4. **Price Discrepancy.** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.

5. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal and presented in vendor interviews (if there are interviews) will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.

6. **Evaluation Scores.** Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below. Scores for all Evaluation Criteria (see the section below) will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.

7. **Shortlist Process.** The evaluation process may include a two-stage approach including a preliminary evaluation of the written proposal and preliminary scoring to develop a shortlist of Bidders that will continue to the final stage of optional vendor interview,, and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references, site visits, and optional vendor interview. The three Bidders receiving the highest

preliminary scores may advance to the next evaluation phase. All other Bidders will be deemed eliminated from the process. All Bidders will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Bidders.

8. **Reference Checks.** The County reserves the right to conduct reference check(s) on all Bidders who submitted a bid proposal. The CSC will then score the reference check(s), as identified in the Evaluation Criteria below, which will then be included in the final score.

9. **Optional Vendor Interviews.** The County may, in its sole discretion, conduct vendor interviews. Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidders' proposal. Whether or not a shortlist process is used, the score of any evaluation criterion below may be revised or informed based on the vendor interview.

10. **Final Score**. The final maximum score for any procurement is 550 points, including the possible 50 points for local and small, local and emerging, or local preference points (maximum 10% of the final score; derived from 5% for local preference and 5% for either Small and Local or Emerging and Local preference). Proposals will be ranked by their final scores.

    a. *Without Vendor Interview*. In procurements where there are no vendor interviews, the score received by the evaluation of the written proposal with the references score added will be the final score.

    b. *With Vendor Interview.* In procurements where there are vendor interviews, the CSC will consider the interview and may adjust the scores received by the evaluation of the written proposal which, with the reference scores added, will be the final score.

11. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the GSA-Procurement department only. Bidders must neither contact nor lobby CSC during the evaluation process. Attempts by Bidders to contact and/or influence members of the CSC may result in disqualification of Bidders.

12. **Determining Award.** As a result of this RFP, the County intends to award a contract to the highest-ranked responsible Bidder(s), as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFP and whose bid presents the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the County. The

County may award a contract of higher qualitative competence over the lowest priced response.

13. The zero to five-point scale range is defined as follows:

Score	Rating	Description
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. If the unmet specification is a mandatory requirement, this score may result in the disqualification of the proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success; however, some objectives may not be met.
3	Average	Acceptable and likely to achieve all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on the interpretation of the proposal by CSC.
4	Above Average / Good	Better than that which is average or expected as the norm. Excellent probability of success in achieving all objectives of the RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, is very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success in achieving all objectives and meeting RFP specifications.

14. The Evaluation Criteria and their respective weights are as follows:

Criteria	*Description*	*Weight*
A1.	**Completeness of Response:** Responses to this RFP must be complete. Responses must address all the requirements identified within this RFP and all related documents, including any Addenda. Failure to meet the Bidder Minimum Qualifications may also be considered an incomplete response and may result in the disqualification of the Bidder.	Pass/Fail
A2.	**Debarment and Suspension:**	Pass/Fail

	Bidders, its principal, and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at www.sam.gov/SAM.	
A3.	**Mandatory Site Walk Through and Bidders Conference** Site Walk Through of Santa Rita Jail and Bidders Conference is MANDATORY for potential Bidders. Proposals received from Bidders who do not attend the Mandatory Site Walk Through and Bidders Conference will be disqualified.	Pass/Fail
B.	**Cost:** The points for Cost will be computed by dividing the amount of the lowest responsive and responsible bid received by each Bidder's total proposed cost. Cost evaluation points may be adjusted by considering: 1. Reasonableness (i.e., how well does the proposed pricing accurately reflect the Bidder's effort to meet requirements and objectives?). 2. Realism (i.e., is the proposed cost appropriate to the nature of the Comprehensive Medical Care services to be provided? Is the price affordable to the County, including costs contained in the cost narrative of the bid response packet in the RFP?).	15 Points
D.	**Cost Narrative:** Proposals will be evaluated on the following: 1. How concise and clear, is the Cost Narrative? 2. Are the costs contained transparent accounting costs associated with the staffing and proposed services? 3. Does the Cost Narrative provided include all of the information requested?	15 Points
E.	**Description of Proposed Services:** The County will evaluate the Proposer's understanding of the required services and its ability to provide comprehensive, high-quality correctional healthcare services that meet the requirements of the RFP, applicable laws and regulations, and NCCHC accreditation standards. 1. Understanding of Scope and Service Delivery - How well does the proposal demonstrate a comprehensive understanding of the required scope of services, including medical, dental, pharmacy, specialty care, chronic disease management, intake screening, emergency services, medication-assisted treatment (MAT), continuity of care, and	20 Points

	coordination with County departments and external providers? 2. Quality, Compliance, and Clinical Approach - How well does the proposer describe its approach to delivering constitutionally adequate healthcare services, maintaining compliance with NCCHC accreditation standards, implementing quality improvement processes, ensuring patient safety, and supporting timely access to care for the incarcerated population? 3. Operational Implementation and Responsiveness - How well does the proposal describe the operational methods, staffing approach, clinical workflows, technology utilization, care coordination processes, and contingency plans necessary to ensure effective, continuous, and responsive healthcare services throughout the term of the contract?	
F.	**Staffing Plan:** Proposals will be evaluated, including considering the RFP specifications and the questions below: 1. How much experience does the Bidder have in providing comprehensive medical services? 2. Does the Bidder clearly illustrate how much experience key individuals associated with the contract have if they are the awarded Bidder? 3. How extensive is the applicable education and experience of the personnel designated to work on the project?	20 Points
G.	**Implementation Plan and Schedule:** Evaluation will include the likelihood that Bidder's implementation plan and schedule will meet the County's schedule and is reasonable. Identification and planning for mitigation of risks that Bidder believes may adversely affect any portion of the County's schedule may be considered. 1. How effectively did the Bidder's plan and schedule detail the information provided in the RFP? 2. How well has the Bidder demonstrated that it understands the County's schedule and can meet it?	15 Points
H.	**References (See Exhibit A – Bid Response Packet)**	15 Points
I.	**Vendor Interview**	Vendor Interview

	Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidder's proposal. Whether or not a shortlist process is used, the scores of any evaluation criterion above may be revised or informed based on the vendor interview.	may be used to revise / inform scores of criteria above
	SMALL LOCAL EMERGING BUSINESS PREFERENCE	
	Local Preference: Points equaling 5% of Bidder's total score for the above Evaluation Criteria will be added. This will be the Bidder's <u>final score</u> for purposes of award evaluation.	5%
	Small and Local or Emerging and Local Preference: Points equaling 5% of Bidder's total score for the above Evaluation Criteria will be added. This will be the Bidder's <u>final score</u> for purposes of award evaluation.	5%

I. <u>CONTRACT EVALUATION AND ASSESSMENT</u>

1. During the initial 120-day period of any contract awarded, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.

2. The County reserves the right to determine, at its sole discretion, whether:

   a. The Contractor has complied with all terms of this RFP and the contract; and

   b. Any problems or potential problems with the proposed goods and/or services were evidenced, which makes it unlikely (even with possible modifications) that such goods and/or services have met or will meet the County requirements.

3. If, as a result of such determination, the County concludes that it is not satisfied with the Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor may be notified that the contract is being terminated. The Contractor must be responsible for returning County facilities to their original state at no charge to the County. The County will have the right to invite the next qualified Bidder(s) to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so. The County's right to go to the next qualified Bidder(s) and/or rebid is not limited by the award of a contract or the 120-day period.

J. NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFP response evaluation period, all Bidders will be notified in writing by email or US Postal Service mail of the contract award recommendation, if any, by GSA-Procurement. The document providing this notification is the Notice of Intent to Award/Non-Award.

   The Notice of Intent to Award/Non-Award will provide the following information:

   a. The name(s) of the Bidder(s) being recommended for contract award; and

   b. The names of all other parties that submitted proposals.

2. The submitted proposals will be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be considered by the Board of Supervisors.

K. BID PROTEST / APPEALS PROCESS

The County of Alameda prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Bidders wish to protest the bid process or appeal the recommendation to award a contract once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

1. Any bid protest must be submitted in writing by 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/ Non-Award, not the date received by the Bidder. The bid protest must be submitted to the office that has been designated for review of protests for this procurement (the Protest Evaluator). For this procurement, the Protest Evaluator is:

   GSA–Office of Acquisition Policy
   ATTN: Contract Compliance Officer
   1401 Lakeside Drive, 10th Floor, Oakland, CA 94612
   Email: GSA-BidProtests@acgov.org

   A bid protest received after 5:00 p.m. is considered received as of the next calendar day. A protest received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award will not be considered under any circumstances by the Protest Evaluator or their designee.

Generally, the County will promptly send an email acknowledging receipt of the protest; it is the responsibility of the protestor to confirm that the protest was timely received.

a. The bid protest must contain a complete statement of the reasons and facts for the protest.

b. The protest must refer to the specific portions of all documents that form the basis for the protest.

c. The protest must include the name, address, email address, and telephone number of the person submitting the protest on behalf of the protesting party.

d. The Contract Specialist will send a notification to Bidders if a protest is received.

2. The Protest Evaluator, or their designee, will review and evaluate the protest and issue a written decision. The Protest Evaluator may, at its discretion, do any of the following: investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest must be final prior to the Board hearing.

   A notification of the decision will be communicated by email and/or US Postal Service mail to the protestor. Notification will be provided to Bidders when a decision has been made on the protest and whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award/ Non-Award will stand.

3. The decision on the bid protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: OCCR@acgov.org, unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose bid is the subject of the protest, all Bidders affected by the Protest Evaluator's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator's decision is incorrect. All appeals to the Auditor-Controller's OCCR must be in writing and submitted within SEVEN (7) calendar days following the issuance of the decision, not the date the decision is received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the decision by the Protest Evaluator will not be considered under any circumstances by the Auditor-Controller OCCR or their designee.

a. The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.

b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR must be limited to a review of the procurement process to determine if the contracting department materially erred in following the bid or, if applicable, County contracting policies or other laws and regulations.

c. The appeal to the OCCR must be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.

d. The Auditor's Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.

e. The finding of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller's OCCR will be furnished to the protestor.

f. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Supervisors.

4. The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of a bid protest. A Bidder's failure to timely complete both the bid protest and appeal procedures will be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, will constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

L. TERM / TERMINATION / RENEWAL

1. The contract term, which may be awarded pursuant to this RFP, will be three years.

2. By mutual agreement, any contract, which may be awarded pursuant to this RFP, may be extended for an additional two years.

3. The County has and reserves the right to suspend, terminate or abandon the execution of any work, services and/or providing of goods by the Contractor without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, services and/or providing of goods, the Contractor will be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. The County may terminate the contract at any time for cause without written notice upon a material breach of contract or substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor. In the event of such termination, with or without cause, the County reserves the right to invite the next highest-ranked Bidder to enter into a contract or rebid the project if it is determined to be in its best interest to do so.

M. QUANTITIES

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

N. PRICING

1. All pricing as quoted will not increase, but except as noted below, remain fixed and firm for the term of any contract that may be awarded as a result of this RFP.

2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such a lower price will be extended to the County.

3. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and County after completion of the initial term.

4. The County is soliciting a total price for this project. The price(s) quoted must be the total cost the County will pay for this project, including all taxes (excluding Sales and Use taxes) and all other charges.

O. AWARD

1. Most Responsive and Responsible Bidder(s)

   a. The award will be made to the highest-ranked Bidder who meet the requirements of these specifications, terms, and conditions.

b. Awards may also be made to the subsequent highest ranked Bidder(s) who will be called in order should the County need to contract with another Bidder.

c. An award will be recommended for the Bidder(s) that submitted the proposal(s) that best serves the overall interests of the County by attaining the highest overall point score. The award may not necessarily be made to the Bidder with the lowest price.

2. Small Local Emerging Business (SLEB) Program

a. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services.

b. As a result of the County's commitment to advancing the economic opportunities of these businesses, **Bidders must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:

(1) **Alameda County SLEB Program Overview** [http://acgov.org/auditor/sleb/overview.htm]; and

(2) **Alameda County SLEB Program Additional Information** [https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/]

c. For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code(s): 621999. 621493.

d. A small business is defined by the United States Small Business Administration (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.

e. An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.

f. If a Bidder is certified by the County as either a small and local or an emerging and local business (SLEB), the County will provide up to 5% bid preference for procurements over $25,000.

g. If a Bidder is located within Alameda County, the County may provide a 5% local bid preference.

3. County Rights

a. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP, including Exhibits and any Addendums, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity will be made solely at the discretion of the County.

b. Any bid proposals that contain false or misleading information may be disqualified by the County.

c. The County reserves the right to award to a single or multiple Contractors.

d. The County reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Bidder(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.

e. The County has the right to decline to award this contract or any part thereof for any reason.

4. Procedures

a. Board approval to award a contract is required.

b. A contract must be fully executed by the recommended awardee and the County prior to any services and goods being provided or work being performed.

c. The County uses its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must be identified on the Exceptions and Clarifications form in Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template at:

Alameda County Standard Services Agreement Template [Alameda County Standard Services Agreement Template]

The template contains minimal standard language and specific contract terms, including the scope of services that may be drafted and negotiated based on this RFP and the bid proposal(s).

d. The RFP specifications, terms, conditions, Exhibits, RFP Addenda, and Bidder's proposal may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

P. METHOD OF ORDERING

1. A written Purchase Order (PO) will be issued after an executed contract and Board approval. If there is any conflict in terms of any PO and the executed contract, the contract will control, even if a PO is issued later. Payment cannot be made to any Contractor until a PO is issued.

2. POs and payments for goods and/or services will be issued only in the name of the Contractor, as identified on the contract.

3. The Contractor must adapt to changes to the method of ordering procedures as required by the County during the term of the contract.

4. Any change orders must be agreed upon in writing by Contractor and County and issued as needed by County.

Q. INVOICING

1. Contractor must invoice the requesting department, unless otherwise directed by County, upon satisfactory receipt of goods and/or performance of services.

2. County will use reasonable efforts to make payment within 30 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.

3. County will notify the Contractor of any adjustments or corrections that must be made to receive payment on an invoice.

4. Invoices submitted by the Contractor must contain the County PO number, invoice number, remit to address, itemized goods and/or services description, and price as quoted and must be accompanied by an acceptable proof of delivery and any other information requested by the County.

5. Contractor must utilize a standardized invoice format upon request.

6. Invoices must be issued by, and payments made to, the Contractor who is awarded a contract.

7. The County will pay the Contractor, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount. The County will not pay for goods and/or services in advance.

8. In the event the Contractor's performance and/or deliverable goods have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and/or deliverable goods are deemed satisfactory.

R. ACCOUNT MANAGER / SUPPORT STAFF

1. The Contractor must provide dedicated support staff to be the primary contact for all issues regarding the response to this RFP and any contract which may arise pursuant to this RFP.

2. Contractor must also provide adequate, competent support staff that will be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this RFP. Such representative(s) must be knowledgeable about the contract, products, and/or services offered and able to identify and resolve quickly any issues, including but not limited to order and invoicing problems.

3. Contractor must provide a dedicated, competent account manager who will be responsible for the County account/contract and receive all orders. Contractor account manager must be familiar with County requirements and standards and work with the ACSO staff/etc. to ensure that established standards are adhered to. This includes keeping the County Contract Administrator informed of department requests as needed.

III. INSTRUCTIONS TO BIDDERS

S. COUNTY CONTACTS

1. GSA-Procurement is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA-Procurement department only. Any communication regarding this RFP with other County personnel may result in disqualification.

2. The evaluation phase of the competitive process will begin upon receipt of sealed bid proposals and continue until a contract has been awarded.

3. Contact Information for this RFP:

Paul Biondi, Procurement & Contracts Specialist
Alameda County, GSA-Procurement

1401 Lakeside Drive, 10th Floor
Oakland, CA 94612
Email: p.biondi@acgov.org
Phone: (510) 208-9613

4. The GSA Contracting Opportunities website and **County of Alameda Procurement Portal** will be the official notification posting place of all bid documents related to this RFP. Each Bidder is responsible for checking the website for any Addendums and other notices related to this RFP. Go to **Alameda County Current Contracting Opportunities** [https://gsa.acgov.org/do-business-with-us/contracting-opportunities/] and **County of Alameda Procurement Portal** [https://procurement.opengov.com/portal/acgov] to view the posting for this RFP and other current contracting opportunities..

T. SUBMITTAL OF PROPOSALS

1. Document Submittal

a. All proposal documents must be completed, successfully uploaded, and submitted online through **County of Alameda Procurement Portal** BY 2:00 p.m. on the due date specified in the Calendar of Events. The County strongly recommends uploading early; technical difficulties in downloading/submitting documents through the **County of Alameda Procurement Portal** will not extend the due date and time. No hardcopy, email (electronic), or facsimile proposals will be considered.

b. Bidders **must** submit an electronic version of their proposal in a PDF file, preferably a single file if 20 MB or less.

c. The submitted proposal must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**

d. In whole or in part, proposal responses are NOT to be marked confidential or proprietary. The County may refuse to consider any proposal or part thereof so marked. Bid proposals submitted in response to this RFP may be subject to public disclosure, even if marked confidential or proprietary. The County will not be liable in any way for disclosure of any such records. Please refer to the County's website at **Alameda County Proprietary and Confiedential Information Policies** https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-bidding-information/

e. For the proposals to be considered complete, the Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet, as revised by any Addenda.

f. Bidders **must** submit pricing on the County provided **Excel Bid** Form in **County of Alameda Procurement Portal**.

2. Submissions Processes

a. All costs required for the preparation and submission of a proposal must be borne by the Bidder.

b. Only one bid proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" will mean, and is limited to, a legal partnership formed under one or more of the provisions of California or other state's Corporations Code or an equivalent statute.

c. The final award information will be posted on the County's "Contracting Opportunities" website and **County of Alameda Procurement Portal**.

d. The County reserves the right to reject any proposal.

e. All bid proposals must remain open to acceptance and irrevocable for a period of not less than 200 days unless otherwise specified in the bid documents.

3. Legal Requirements

a. "In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder". (California Government Code Section 4552).

b. By submitting a bid proposal, the Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth

in the California False Claim Act. Such actions may also be considered fraud and subject to criminal prosecution.

c. The Bidder, by submitting a proposal, certifies that it is, at the time of bidding, and will be, throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the RFP and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFP and contract documents.

d. The Bidder, by submitting a proposal, certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

EXHIBIT A

BID RESPONSE PACKET

INSTRUCTIONS

1. Please read **EXHIBIT A – Bid Response Packet** carefully; **INCOMPLETE BID PROPOSALS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.

2. The bid proposal must comply with all requirements contained in the RFP. **It is strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.**

3. **Responses to this RFP must be complete**. Responses must address all the requirements identified within this RFP and all related documents, including any Addenda. Failure to meet the Bidder Minimum Qualifications may also be considered an incomplete response and may result in the disqualification of the Bidder. **Completeness of the response will be evaluated on a pass/fail basis.**

4. **Debarment and Suspension – Debarment is evaluated on a pass/fail basis.** Bidders, its principal, and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at www.sam.gov/SAM. If a bidder is identified to be Federally debarred, the bidder will be contacted to confirm the debarment. If the debarment is confirmed, the bidder's response will be disqualified.

5. The bid proposal submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**

6. The following pages require confirmation, declaration, and /or a signature (?). These must be either: (1) be printed and have an original signature(s); or (2) be digitally signed via a DocuSign, CongaSign, or other verifiable independent electronic signature services. All signatures must be by an individual authorized to bind the Bidder. These pages must then be uploaded through the **County of Alameda Procurement Portal** as part of Bidder's proposal.

   a. Exhibit A – Bid Response Packet, Bidder Acceptance

   b. Exhibit A – Bid Response Packet, Debarment and Suspension Certification

   c. Exhibit A – Bid Response Packet, Small Local Emerging Business (SLEB) Information Sheet

      (1) Must be signed by Bidder

(2) Must be signed by SLEB Partner if subcontracting to a SLEB

7. Each page of the Bid Response Packet must be submitted through the **County of Alameda Procurement Portal** as PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidders are to be submitted with such pages or items clearly marked "N/A" or the bid proposal may be disqualified as incomplete.

8. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid proposal may be disqualified.

9. **The Excel Bid Form** must be submitted online through the **County of Alameda Procurement Portal.**

10. Bidders must quote price(s) as specified in the RFP, using the form(s) as amended or revised by any Addenda.

11. Any clarifications or exceptions to policies or specifications of this RFP, including all Addenda and other documents must be submitted in the ***Exceptions and Clarifications*** form of the Bid Response Packet.

12. Bidders must read all information and follow directions in the **County of Alameda Procurement Portal** project.

13. File names are restricted to 64 characters for all files uploaded as part of any bid proposal. The file extension (e.g., ".pdf" or ".xls") is counted as part of the file name character limit. Attempting to upload a file with a file name longer than 64 characters may result in an error message or failure to load.

14. **Bidders who do not comply with the requirements and/or submit incomplete bid proposal packages are subject to disqualification and their bid proposals rejected.**

COUNTY OF ALAMEDA

EXHIBIT A

BID RESPONSE PACKET

RFP No. 902646

Comprehensive Medical Services

BIDDER INFORMATION

Official Name of Bidder (Company):
Street Address Line 1:
Street Address Line 2:
City:
State:
Zip Code:
Webpage:

Type of Entity / Organizational Structure (check one):

☐ Corporation	☐ Joint Venture	☐ Partnership
☐ Limited Liability Partnership	☐ Limited Liability Corporation	☐ Sole Proprietor
☐ Non-Profit	☐ Other:	

Jurisdiction of Organizational Structure:
Date of Organizational Structure:
Federal Tax Identification Number:
Alameda County Supplier Identification Number (if applicable):
DIR Contractor Registration Number (if applicable):

Primary Contact Information:

Name / Title:
Telephone Number:
Alternate Number:
Email Address:

BIDDER ACCEPTANCE

1. The undersigned declares that the procurement bid documents, including, without limitation, the RFP, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.

2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this RFP, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid proposal, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.

3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:

   a. **General Requirements**
   [https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/]

   b. **Debarment & Suspension Policy**
   [https://gsa.acgov.org/do-business-with-us/contracting-opportunities/procurement-debarment-suspension-policy/]

   c. **Iran Contracting Act (ICA) of 2010**
   [https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/]

   d. **General Environmental Requirements**
   [https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/]

   e. **Alameda County SLEB Program Overview**
   [http://acgov.org/auditor/sleb/overview.htm]

   f. **Alameda County SLEB Program Additional Information**
   [https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/]

   g. **First Source**
   [http://acgov.org/auditor/sleb/sourceprogram.htm]

   h. **Online Contract Compliance System**
   [http://acgov.org/auditor/sleb/elation.htm]

4. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and any contract that is awarded.

5. The undersigned acknowledges that it is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions of the RFP and, if applicable, the site condition. By the submission of a bid proposal, the Bidder certifies that if awarded a contract, they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

6. The undersigned acknowledges that Bidder has accurately completed the SLEB Information Sheet.

7. Bidder agrees to hold the County of Alameda, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary rights, secret process, patented or unpatented invention, article or appliance furnished or used in connection with bid proposal and/or any resulted contract or purchase order.

8. The undersigned acknowledges ***ONE*** of the following (please check only one box):

   ☐ Bidder is not local to Alameda County and is ineligible for any bid preference; **OR**

   ☐ Bidder is a certified SLEB and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the SLEB PARTNERING INFORMATION SHEET); **OR**

   ☐ Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:

   - Copy of a verifiable business license issued by the County of Alameda or a City within the County; and
   - Proof of six months of business residency, identifying the name of the bidder and the local address. Example of proof includes but are not limited to utility bills, deeds of trusts or lease agreements, etc., which are acceptable verification documents to prove residency.

9. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Bidder Acceptance in their authorized capacity and that by their signature on this Bidder Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Bidder Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.

BIDDER (COMPANY): _____

NAME/TITLE OF AUTHORIZED SIGNER:_____

SIGNATURE: ✍_____**DATE:**_____

DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS $25,000 AND OVER)

The Bidder, under penalty of perjury, certifies that, except as noted below, Bidder, its principal, and any named and unnamed subcontractor:

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

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

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

BIDDER (COMPANY): _____

NAME/TITLE OF AUTHORIZED SIGNER:_____

SIGNATURE: ✍_____**DATE:**_____

SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET

Instructions: On the following page is the **SLEB Information Sheet**. Every Bidder must complete and submit a signed SLEB Information Sheet indicating their SLEB certification status. If the Bidder is not certified, the information sheet must be completed with the name, identification information, and goods/services to be provided by the CERTIFIED SLEB partner(s) with whom the Bidder will subcontract to meet the County SLEB participation requirement. The Exhibit must be signed by EACH of the named CERTIFIED SLEB(s) that will be subcontractors.

If a bidder is unable to meet the SLEB requirements, they must take exception to this requirement in the Exceptions and Clarifications section of this solicitation. Please note that the County is under no obligation to accept any exceptions or clarifications, and any exceptions or clarifications may be the basis for bid disqualification.

SLEB certification must be **valid** at the time of bid proposal submittal for SLEB primes and SLEB subcontractor(s).

- For SLEB Subcontracting Questions: Please contact the General Services Agency - Office of Acquisition Policy, GSA-OAP@acgov.org.

For questions/information regarding SLEB certification, including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit, OCCR@acgov.org, (510) 891-5500.

SLEB INFORMATION SHEET

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all Bidders must complete this form. If a bidder is unable to meet the SLEB requirements, they must take exception to this requirement in the Exceptions and Clarifications section of this solicitation. Please note that the County is under no obligation to accept any exceptions or clarifications, and any exceptions or clarifications may be the basis for bid disqualification.

Bidders that are not certified SLEBS (for the definition of a SLEB, see **Alameda County SLEB Program Overview; [http://acgov.org/auditor/sleb/overview.htm])** are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be eligible for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. A copy of this form must be submitted for each SLEB that the Bidder will subcontract with as evidence of a firm contractual commitment to meeting the SLEB participation requirement.

Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economical, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, substitutions of the named subcontractor(s) are not allowed without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

County departments, prime, and subcontractors are required to use the web-based Elation Systems to monitor SLEB subcontractor compliance with **Elation Systems; [http://www.elationsys.com/elationsys/].**

☐ **BIDDER IS A CERTIFIED SLEB (sign at bottom of page)**

SLEB BIDDER Business Name:

SLEB Certification #:

SLEB Certification Expiration Date:

NAICS Codes Included in Certification:

OR

☐ **BIDDER IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT % WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES:**

SLEB Subcontractor Business Name:

SLEB Certification #:

SLEB Certification Expiration Date:

SLEB Certification Status: ☐ **Small /** ☐ **Emerging**

NAICS Codes Included in Certification:

SLEB Subcontractor Principal Name:

SLEB Subcontractor Principal Signature: ✍

Upon award, Bidder (the Prime Contractor) and all SLEB subcontractors agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation, including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Prime Bidder Authorized Signatory Name/Title: _____ **/** _____

Street Address: _____ **City** _____ **State** _____ **Zip Code** _____

Bidder Signature: ✍ _____ **Date:** _____

BIDDER MINIMUM QUALIFICATIONS

Instructions: Bidder must respond and/or provide support documentation that fulfills all the minimum qualifications as identified in the RFP documents.

1. Bidder is to provide documentation that they have been regularly and continuously engaged for at least three years in providing comprehensive medical services for a population of similar size and complexity to the population at SRJ – documentation of similar size and complexity must be included, and comparability of services shall be determined at the sole discretion of the County.
   RESPONSE:

2. Bidder is to provide documentation that they have provided services in a facility accredited with National Commission on Correctional Health Care (NCCHC) or a similar healthcare facilities accreditation program for at least three years.
   RESPONSE:

3. Bidder must certify that they possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, for example the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses and credentials; however, Bidder must provide such proof if requested by County.
   RESPONSE:

Maximum Length: None

BID FORM

Instructions: Bidder must use the **separate County provided Excel Bid Form**.

COST MUST BE SUBMITTED AS REQUESTED ON THE COUNTY PROVIDED EXCEL BID FORM. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.

Bid proposals that do not comply may be rejected.

The cost quoted will be for Comprehensive Medical Care Services described in the RFP with staffing levels indicated in the Bid Form. Pricing must include all taxes (excluding sales and use tax) and all other charges, including travel expenses. The price quoted will be the maximum cost the County will pay for the term of any contract resulting from this RFP.

The Total Bid Price includes all labor, clinical services, pharmaceuticals, subcontracted services, equipment, supplies, technology, administrative services, transition obligations, reporting, quality assurance, accreditation support, and all other costs necessary to perform every requirement of RFP No. 902646, except costs expressly identified in the RFP as the financial responsibility of the County.

Quantities listed on the Excel Bid Form are estimates only; they are not to be construed as a commitment of the County to purchase that quantity. No minimum or maximum is guaranteed or implied. The cost quoted will be the price of the items identified, regardless of the quantity purchased.

Bid pricing on all line items is required. If the services are to be provided to the County at no cost, enter "0" in the unit rate cell, do not leave the cell blank. If there are any line items that are not priced, the bid may be considered a partial bid and disqualified. Partial bids are not acceptable.

By submission through the **County of Alameda Procurement Portal,** Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the **County of Alameda Procurement Portal** and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

COST NARRATIVE

Instructions: Bidder is to provide a **Cost Narrative**.

The *Cost Narrative* must provide a breakdown of the cost(s) listed in the *BID FORM* and the *SPECIFIC REQUIREMENTS SECTION* and *DELIVERABLES/REPORTS* of the RFP. Bidders may use a template of their own choice; however, all costs attributed to the project under the awarded contract MUST be listed and described in the *Cost Narrative*.

At a minimum, the Bidder must detail:

1. Medical Costs (Inpatient Hospitalization):
    a. Intake (receiving) Health Screening
    b. Fourteen Day Health Appraisal (Initial Health Assessment)
    c. Sick call
    d. Chronic disease management
    e. Leadership and administrative oversight
    f. Food Services
    g. Suicide Prevention
    h. Dental Services
    i. Pregnant and postpartum women
    j. Family planning
    k. AIDS/HIV
    l. Radiology services
    m. Electrocardiogram services
    n. Dialysis
    o. E-Consult
    p. Drugs and alcohol detoxification
    q. MCIP and CalAIM billing and coordination.
    r. Comprehensive MAT Services

s. Hearing language interpreters

t. COVID-19 Testing

u. Infection prevention and control

v. On-site specialty clinic and ancillary services

2. Staffing – this must use the staffing matrix provided by the bidder. It should include dollar amount totals for each staffing area required (i.e. Administrative Staffing, full-time, parti-time, per diem, contracted, agency, medical, dental, and ancillary support staff.

3. Offsite costs including transportation, patient transfers, emergency care, hospital care, acute care needs, mental health services, and ancillary services (i.e. lab tests).

4. Pharmaceutical costs including psychotropic medication.

5. Clinic and specialty services.

6. Mental Health Services

   a. If coordination with County personnel is needed, it should also be described in the Budget Detail.

   b. The work to be performed must clearly match up with work performed in the Description of Proposed Services (below).

7. EPIC/EHR

8. The position of individuals that will perform the services.

   a. Names of Key Personnel must be included in the narrative; however, they may also be identified in the budget, or identification may be made by position title or program.

   b. The estimated number of hours for each individual/position, corresponding hourly rates, and extended costs.

   c. EPIC annual fees for the Contractor will be $451,000 per year as listed in the RFP bid form.

9. Per Diem Rate – Includes regular rate, credit rebate, and overage rebate.

Maximum Length: 4 pages

DESCRIPTION OF PROPOSED SERVICES

Instructions: Bidder is to provide a **Description of Proposed Services**.

The *Description of Proposed Services* must describe the overall services. The Bidder must address how they will meet or exceed each requirement listed in Section E. Specific Service Requirements, Section F. (Supplemental Operational/Performance Requirements), and Section G. (Deliverables/Reports). At a minimum, the Bidder must include the following details:

1. **Service Delivery Approach**

- Describe the Bidder's overall approach to providing comprehensive correctional health care services.
- Explain how services will be delivered in compliance with applicable federal, state, and local laws, regulations, constitutional requirements, and NCCHC accreditation standards.
- Describe methods for ensuring timely access to care, continuity of care, patient privacy, patient safety, and quality clinical outcomes.

RESPONSE:

2. **Clinical Services Plan**

- Describe the proposed approach for providing medical, dental, pharmacy, chronic care, specialty care, emergency care, infirmary-level care, family planning services including special needs of pregnant and postpartum women, suicide prevention, MAT services, detoxification services, laboratory services, radiology services, dialysis services, electrocardiogram, and other ancillary health services.
- Describe processes for intake screening, initial health assessments, sick call, chronic disease management, care planning, discharge planning, and continuity of care.

RESPONSE:

3. **Quality Assurance and Accreditation**

- Describe the Bidder's Continuous Quality Improvement (CQI) program and performance management processes.
- Explain how the Bidder will monitor quality outcomes, address deficiencies, implement corrective actions, and support NCCHC accreditation and ongoing compliance activities.

RESPONSE:

4. **Operational and Performance Management**

- Describe procedures for staffing accountability, performance monitoring, incident reporting, grievance management, intake/health screening, IHA, sick call, health care plans, chronic

disease management, food services, infection control, emergency response, disaster preparedness, diagnostic records, E-Consult, mortality reviews, peer reviews, CalAIM and MCIP services, and participation in County oversight committees.

- Describe how the Bidder will meet all performance reporting, staffing verification, and contractual accountability requirements.

RESPONSE:

5. **Technology, Medical Records, and Reporting**

- Describe the Bidder's electronic health record (EHR) capabilities and experience with EPIC or comparable systems.
- Explain how medical records, clinical documentation, reporting requirements, data analytics, and performance metrics will be maintained and provided to the County.
- Describe the Bidder's ability to support required reports, audits, utilization reviews, and accreditation activities.

RESPONSE:

6. **Coordination and Partnerships**

- Describe how the Bidder will coordinate services with ACSO, Alameda County Behavioral Health Department (ACBHD), Alameda County Health (ACH), community providers, hospitals, specialty providers, public health agencies, and other stakeholders.
- Describe processes for referrals, specialty care coordination, hospital care, mental health collaboration, and reentry services.

RESPONSE:

7. **Risk Management and Compliance**

- Describe the Bidder's approach to regulatory compliance, legal requirements, PREA compliance, ADA compliance, patient rights, confidentiality, claims management, risk mitigation, and oversight cooperation.

RESPONSE:

8. **Innovation and Best Practices**

- Identify any innovative practices, technologies, quality initiatives, clinical programs, or operational efficiencies that will enhance service delivery, improve patient outcomes, increase compliance, or reduce unnecessary costs while maintaining quality of care.

RESPONSE:

9. Identify any limitations or restrictions that exist for the Bidder to provide the services. Explain what measures will be taken to adequately provide the services. (Please note any requests for exceptions or clarifications MUST be identified on the *Exceptions and Clarifications* form. **The County is under no obligation to accept any exceptions or clarifications, and any such exceptions and clarifications may be a basis for bid disqualification.**)

Maximum Length: None

STAFFING PLAN

Instructions: Bidder is to provide a **Staffing Plan**.

The Bidder must provide a comprehensive Staffing Plan demonstrating its ability to provide continuous, population-responsive healthcare services at Santa Rita Jail (SRJ) in compliance with applicable laws, regulations, Title 15, PREA, and 2026 NCCHC Jail Standards.

At a minimum, the Bidder must provide:

1. **Proposed Staffing Model**
    - Describe the overall staffing approach and how staffing levels were determined based on Average Daily Population (ADP), patient acuity, intake volume, chronic care needs, specialty services, and OPHU operations.
    - Explain how the proposed model ensures timely access to care, 24/7 clinical coverage, and continuous provider availability.

      RESPONSE:

2. **Staffing Matrix -** Provide a staffing matrix using the table function in Microsoft Word identifying all proposed positions, including:
    - Position title
    - Number of positions
    - FTEs
    - Hours per week
    - Days/shifts assigned
    - Hourly rate
    - Annual cost per position
    - Include all clinical, dental, pharmacy, administrative, quality assurance, medical records, care coordination, and ancillary staff.

      RESPONSE:

3. **Coverage and Relief Assumptions**
    - Describe staffing coverage for all shifts, weekends, holidays, OPHU operations, specialty clinics, and after-hours response.
    - Explain relief factor assumptions, vacancy management, backfill strategies, and contingency staffing plans.

      RESPONSE:

4. **Key Personnel**
    - Identify proposed Key Personnel, including the Medical Director, Health Services Administrator, Assistant Health Services Administrator, Director of Nursing, and other key leadership staff.
    - Provide qualifications, correctional healthcare experience, and assigned responsibilities.

      RESPONSE:

5. **Administrative and Support Staffing**
    - Describe administrative, quality improvement, medical records, discharge planning, and contract management staffing necessary to support accreditation, reporting, quality assurance, and contract compliance.

      RESPONSE:

6. **Population-Based Staffing Adjustments**
    - Describe how staffing levels and service capacity will be adjusted based on changes in ADP, patient acuity, intake activity, and service demand.
    - Include the methodology used to determine staffing adjustments and any recommended staffing tiers.

      RESPONSE:

7. **Staffing Costs**
    - Provide detailed staffing costs, including salaries, benefits, relief factor assumptions, contracted staff, agency staff, and total annual staffing costs.
    - Clearly identify all assumptions used in developing the staffing budget.

      RESPONSE:

8. **Staffing Narrative**
    - Explain how the proposed staffing model supports access to care, patient safety, continuity of care, quality outcomes, regulatory compliance, NCCHC accreditation, and operational effectiveness.

      RESPONSE:

Maximum Length: 5 pages

IMPLEMENTATION PLAN AND SCHEDULE

Instructions: Bidder is to provide an **Implementation Plan and Schedule**.

Bidder must include an *Implementation Plan and Schedule* that specifically addresses the following:

Transition Plan

1. Describe the Bidder's approach for transitioning services into and, if applicable, out of County operations. At a minimum, the response must address transition governance and coordination with ACSO and incumbent or successor providers; implementation timelines; staffing recruitment, credentialing, background clearances, orientation, and training; continuity of care strategies for high-risk patients; pharmacy and medication continuity; medical records and EHR transition, data migration, validation, and access controls; establishment of provider networks, referral relationships, emergency response capabilities, reporting processes, and operational readiness activities.

2. The Bidder must also describe its approach to risk mitigation, transition communications, stabilization activities following contract commencement, regulatory compliance, accreditation readiness, and ensuring a safe, orderly, and uninterrupted transition of services that protects patient safety and continuity of care.

3. The ideal Implementation Plan and Schedule will provide a clear picture of what the County can expect during the contract term and in preparing to start the contract.

Maximum Length: 2 pages

REFERENCES

Instructions: On the following pages is the template that Bidders are to use for providing references. Bidders are to provide a list of **five references**. References must be satisfactory as deemed solely by County.

Comprehensive Medical Services provided by Bidders to the references should have similar scope, volume, and requirements to those outlined in these bidder minimum qualifications specifications, terms, and conditions, including the following:

1. Bidder has been regularly and continuously engaged for at least three years in providing comprehensive medical services for the references indicated below for a population of similar size and complexity to the population at SRJ – documentation of similar size and complexity must be included, and comparability of services shall be determined at the sole discretion of the County

2. Bidder has provided services for the references indicated below in a facility accredited with National Commission on Correctional Health Care (NCCHC) or a similar healthcare facilities accreditation program for at least three years.

Bidders should verify that the contact information for all references provided is current and valid. If a reference cannot be contacted, **it may affect the qualification and scoring of the Bidders' bid proposals**.

Bidder MUST indicate the dates of Comprehensive Medical Services provided in order for the County to verify this information provided for each reference.

Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

The County may contact some or all the references provided in order to determine items such as Bidders' years of experience and performance records on work similar to that described in this request.

The County reserves the right to contact individuals/entities for references other than those provided in the Response and to use any information obtained in the evaluation process.

NOTE: Bidders should not list the Alameda County Sheriff's Office as part of the references.

REFERENCES

RFP No. 902646

Comprehensive Medical Services

Bidder Name:_____

Company Name:
Contact Person:
Telephone Number:
Address:
City, State, Zip:
Were Comprehensive Medical Services Provided – Yes or No
Date(s) of Service:

Company Name:
Contact Person:
Telephone Number:
Address:
City, State, Zip:
Were Comprehensive Medical Services Provided – Yes or No
Date(s) of Service:

Company Name:

Contact Person:

Telephone Number:

Address:

City, State, Zip:

Were Comprehensive Medical Services Provided – Yes or No

Date(s) of Service:

Company Name:

Contact Person:

Telephone Number:

Address:

City, State, Zip:

Were Comprehensive Medical Services Provided – Yes or No

Date(s) of Service:

Company Name:

Contact Person:

Telephone Number:

Address:

City, State, Zip:

Were Comprehensive Medical Services Provided – Yes or No

Date(s) of Service:

*Use additional pages as necessary

EXCEPTIONS AND CLARIFICATIONS

Instructions: Bidders must use the **Exceptions and Clarifications** form to identify and list below any and all exceptions and/or clarifications to the RFP and associated Bid Documents and submit them with the bid proposal.

THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS AND CLARIFICATIONS; ANY SUCH EXCEPTIONS AND CLARIFICATIONS MAY BE A BASIS FOR BID PROPOSAL DISQUALIFICATION.

Reference to:	Description
Page No. / Section / Item No.	

*Use additional pages as necessary

INSURANCE REQUIREMENTS

Instructions:

Insurance documentation must be provided to the County before award and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

The following page contains the minimum insurance limits required by the County of Alameda to be held by the Contractor performing on a contract issued from this RFP:

Proof of Insurance certificates are required at the time of the bid submission. By signing the Bid Response Packet, the Bidder agrees to meet the minimum insurance requirements prior to award.

Please include an insurance certificate and additional insured endorsement certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

The following page contains the minimum insurance limits required by the County of Alameda to be held by the Contractor performing on this RFP:

SEE NEXT PAGE FOR COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County 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.

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	**Commercial General Liability** Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	$5,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	**Commercial or Business Automobile Liability** All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	**Workers' Compensation (WC) and Employers Liability (EL)** Required for all contractors with employees	WC: Statutory Limits EL: $1,000,000 per accident for bodily injury or disease
D	**Professional, Medical and Hospital Liability**	$5,000,000 per occurrence $10,000,000 aggregate If a claims-made policy is utilized the contractor must purchase tail coverage/extended reporting period for a minimum of 3-5 years after contract termination (or matching statute of limitations).
E	**Endorsements and Conditions**:	

1. **ADDITIONAL INSURED:** COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND REPRESENTATIVES ARE TO BE COVERED AS ADDITIONAL INSUREDS ON THE CGL POLICY WITH RESPECT TO LIABILITY ARISING OUT OF WORK OR OPERATIONS PERFORMED BY OR ON BEHALF OF THE CONTRACTOR INCLUDING MATERIALS, PARTS, OR EQUIPMENT FURNISHED IN CONNECTION WITH SUCH WORK OR OPERATIONS. GENERAL LIABILITY COVERAGE CAN BE PROVIDED IN THE FORM OF AN ENDORSEMENT TO THE CONTRACTOR'S INSURANCE (AT LEAST AS BROAD AS ISO FORM CG 20 10 11 85 OR IF NOT AVAILABLE, THROUGH THE ADDITION OF **BOTH** CG 20 10, CG 20 26, CG 20 33, OR CG 20 38; **AND** CG 20 37 IF A LATER EDITION IS USED). AUTO POLICY SHALL CONTAIN OR BE ENDORSED TO CONTAIN ADDITIONAL INSURED COVERAGE FOR THE COUNTY.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled 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.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or County.
5. **SUBCONTRACTORS:** CONTRACTOR SHALL INCLUDE ALL SUBCONTRACTORS AS AN INSURED (COVERED PARTY) UNDER ITS POLICIES OR SHALL VERIFY THAT THE SUBCONTRACTOR, UNDER ITS OWN POLICIES AND ENDORSEMENTS, HAS COMPLIED WITH THE INSURANCE REQUIREMENTS IN THIS AGREEMENT, INCLUDING THIS EXHIBIT.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
   - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.

CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

EXHIBIT B

ALAMEDA COUNTY SHERIFF'S OFFICE SITE SECURITY CLEARANCE

PLEASE SEE SEPARATE ATTACHMENT BELOW

Must be completed and submitted to P. Biondi via email at: p.biondi@acgov.org
Due by November 2, 2026

New

Renewal

ALAMEDA COUNTY SHERIFF'S OFFICE

DETENTION AND CORRECTIONS SECURITY CLEARANCE FORM

Please print or type all entries. Please complete this form in its entirety. Illegible or incomplete forms will be returned. Any additional information may be attached to the application

Purpose of obtaining security clearance

Inmate Services Volunteer or Service Provider	Santa Rita Jail Contractor or Employer	Santa Rita Jail Tour Group

Agency / Company Name:			Procurement Contract #:		
Are you an employee of an organization that has an AB109 or other county contract?			Yes	No	
Job Title:		Supervisor:			
Reason for Visit:					

Personal Information

Last:	First:		MI:	Race:	Sex:
DOB:	SSN:	CDL/ID:			State:
Address:		City:			Zip:
Contact Phone #:	E-mail:				
Employer:	Job Title:				
Emergency Contact:		Phone #:			

***** FAILING TO LIST AN ARREST OR CONVICTION MAY BE BASIS FOR DENIAL *****

Do you have any family members or personal friends in custody in the Alameda County Jail System?	YES ☐ NO ☐
Have you ever been arrested, charged, or convicted of any criminal offense?	YES ☐ NO ☐
Have you ever engaged in any type of sexual abuse in any confinement setting?	YES ☐ NO ☐
Have you been found civily liable for engaging in any form of sexual abuse?	YES ☐ NO ☐
Have you been civily or administratively adjudicated to have engaged in sexual abuse in any confinement facility?	YES ☐ NO ☐
Have you used any illegal narcotics within the last three years?	YES ☐ NO ☐
Are you currently on probation or parole?	YES ☐ NO ☐

If you answered yes to any of the above questions, please explain below:

Policy Acknowledgement

I certify that the statements contained herein are true. I understand that any false or inaccurate information may result in the denial of my application. I authorize the Office of the Sheriff to conduct any investigation to confirm the above listed information. I authorize the release of all confidential documents to the Alameda County Sheriff's Office to determine my eligibility for a security site clearance. I understand that I am subject to and give my consent to be searched, including my personal affects and vehicle while I am on Sheriff's Office Property. **I acknowledge that I will notify the Sheriff's Office in writing within 24 hours, if anyone I know comes into custody within the Alameda County Jail System.**

Applicant Signature:	Date:

Office Use Only

DMV:	REMARKS:
WARRANTS:	REMARKS:
FBI:	REMARKS:
CII:	REMARKS:

Processed By:	Badge #:	Date:	
Reviewed by Sergeant:	Badge #:	Date:	APPROVED ☐ DENIED ☐
Reviewed by Lieutenant:	Badge #:	Date:	APPROVED ☐ DENIED ☐

Appeal Process

Facility Commanding Officer:	Date:	APPROVED ☐ DENIED ☐
Division Commander:	Date:	APPROVED ☐ DENIED ☐

For Classification, fax completed form to: (925) 828-4151. For Inmate Services, fax completed form to: (925) 551-6586.

Revised 10/2020

EXHIBIT C

RFP NO. 902646 COMPREHENSIVE MEDICAL CARE SERVICES

HIPAA BUSINESS ASSOCIATE AGREEMENT

FOR INFORMATION ONLY

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

I. RECITALS

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

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

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

II. STANDARD DEFINITIONS

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

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

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

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

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

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

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

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

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

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

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

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").*Privacy Rule and Privacy Regulations.* "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

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

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

Unsecured PHI. "Unsecured PHI" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in the guidance under the HITECH Act.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;

B. As required by law; and

C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

D. *Scope of Exhibit*. Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.

E. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.

F. *Minimum Necessary Rule*. When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.

G. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI to prevent the use or Disclosure of the PHI other than as provided for this Exhibit.

H. *Mitigation*. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.

I. *Notification of Breach*. During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident of which it becomes aware affecting the Electronic PHI and any breach of Unsecured PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose Unsecured PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations required by law to notify individuals of such breach, unless Covered Entity agrees otherwise.

J. *Agents and Subcontractors*. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.

K. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to Covered Entity and/or to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.

L. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is

required by the scope of services of the Agreement to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.

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

N. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.

O. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).

P. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

Q. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

R. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

S. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to the PHI in a

Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

T. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.

U. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.

V. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

W. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding

of PHI.

X. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.

Y. *Amendments*. The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.

Z. *Survival*. The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.

AA. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.

BB. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit. The term "required by law" shall be read to include the most stringent substantive and procedural legal protections for confidential information under applicable federal, state, and local law.

CC. *Interpretation*. Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI. This Exhibit adds to and is subject to the terms and conditions of the Agreement, including, but not limited to, Section 2, "Indemnification." Liabilities under Section 2 include those connected with an alleged violation of HIPAA, the HIPAA Regulations, and the HITECH Act, including penalties, costs of investigation, costs of responding to alleged violations, and third party claims.

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

Name: _____

By (Signature): _____

Print Name: _____

Title: _____

EXHIBIT D

NATIONAL COMMISSION ON CORRECTIONAL HEALTH CARE (2026) STANDARDS FOR HEALTH SERVICES IN JAILS - https://ncchc.org/jails-and-prisons/

SECTION A – GOVERNANCE AND ADMINISTRATION

J-A-01 Access to Care *(Essential)*

- Standard: Incarcerated individuals have access to care to meet their serious medical, dental, and mental health needs.

J-A-02 Responsible Health Authority and Designated Health Staff *(Essential)*

- Standard: The responsible health authority ensures that the facility maintains a coordinated system for health care delivery.

J-A-03 Medical Autonomy *(Essential)*

- Standard: Health care decisions are made by qualified health care professionals for clinical purposes.

J-A-04 Administrative Meetings and Reports *(Essential)*

- Standard: The health services staff and facility administrators coordinate the health care delivery system through joint monitoring, planning, and problem resolution.

J-A-05 Policies and Procedures *(Essential)*

- Standard: The responsible health authority ensures that health care policies and procedures are developed, documented, and made readily available to the staff.

J-A-06 Continuous Quality Improvement (CQI) Program *(Essential)*

- Standard: A continuous quality improvement program monitors and improves health care delivered in the facility.

J-A-07 Confidentiality and Privacy of Care *(Important)*

- Standard: The health care delivery system has procedures in place to ensure privacy and confidentiality of health care information.

J-A-08 Health Records *(Essential)*

- Standard: A confidential health record is created and maintained using a standardized format.

J-A-09 Procedure in the Event of a Death *(Important)*

- Standard: The responsible health authority conducts a thorough review of all deaths in custody in an effort to improve care and prevent future deaths.

J-A-10 Grievance Process for Health Care Complaints *(Important)*

- Standard: The facility protects an individual's right to disagree with or question the health care system.

SECTION B – HEALTH PROMOTION, SAFETY, AND DISEASE PREVENTION

J-B-01 Healthy Lifestyle Promotion *(Important)*

- Standard: Health care policies, procedures, and practices emphasize health promotion, wellness, and recovery.

J-B-02 Infection Prevention and Control *(Essential)*

- Standard: There is a comprehensive facility program that includes surveillance, prevention, and control of communicable diseases.

J-B-03 Clinical Preventive Services *(Essential)*

- Standard: Incarcerated individuals are provided with clinical preventive services as clinically indicated.

J-B-04 Medical Surveillance of Incarcerated Workers *(Important)*

- Standard: The health and safety of the incarcerated worker population are protected.

J-B-05 Suicide Prevention and Intervention *(Essential)*

- Standard: Suicides are prevented, when possible, by implementing prevention efforts and interventions.

J-B-06 Contraception Services *(Important)*

- Standard: *Contraception is made available as clinically indicated.*

J-B-07 Communication on Patients' Health Needs *(Essential)*

- Standard: Communication occurs between the facility administration and treating health staff regarding significant health needs of incarcerated individuals that must be considered in classification decisions in order to preserve the health and safety of that individual, others, and staff.

J-B-08 Patient Safety *(Important)*

- Standard: The responsible health authority promotes a culture of patient safety.

J-B-09 Staff Safety *(Important)*

- Standard: Facility staff implement measures to ensure health services staff are able to work in a safe and secure environment.

SECTION C – PERSONNEL AND TRAINING

J-C-01 Credentials *(Essential)*

- Standard: The facility's qualified health care professionals and telehealth providers are legally eligible to perform their clinical duties.

J-C-02 Clinical Peer Review and Competency Assessment *(Important)*

- Standard: Physicians and other licensed providers delivering patient care are reviewed through a clinical peer review process that will monitor the quality of care provided. Other non-provider qualified health care professionals are reviewed through a competency assessment process.

J-C-03 Professional Development *(Essential)*

- Standard: The facility's qualified health care professionals maintain current clinical knowledge and skills.

J-C-04 Health Training for Custody Staff *(Essential)*

- Standard: Custody staff are trained to recognize the need for referral to a qualified health care professional.

J-C-05 Medication Administration Training *(Essential)*

- Standard: Personnel who administer or deliver prescription medication are appropriately trained.

J-C-06 Incarcerated Workers in Health Services *(Essential)*

- Standard: Health services are provided by health staff and not incarcerated workers.

J-C-07 Staffing *(Important)*

- Standard: The responsible health authority ensures there are sufficient numbers and types of health staff to care for the population.

J-C-08 Health Care Liaison *(Essential)*

- Standard: Health care services continue to be coordinated by a health care liaison when qualified health care professionals are not present on-site.

J-C-09 Orientation for Health Staff *(Important)*

- Standard: Health staff are properly acclimated to work in the correctional environment and understand their roles and responsibilities.

SECTION D – ANCILLARY HEALTH CARE SERVICES

J-D-01 Pharmaceutical Operations *(Essential)*

- Standard: Pharmaceutical operations meet the needs of the facility while conforming to legal requirements.

J-D-02 Medication Administration Services *(Essential)*

- Standard: Medications are provided in a timely, safe, and sufficient manner.

J-D-03 Clinic Space, Equipment, and Supplies *(Essential)*

- Standard: Sufficient and suitable space, supplies, and equipment are available for the facility's medical, dental, and mental health services.

J-D-04 On-Site Diagnostic Services *(Important)*

- Standard: The facility provides the necessary on-site diagnostic services for patient care.

J-D-05 Nutrition Services *(Essential)*

- Standard: Regular and medical diets are provided that enhance patients' health.

J-D-06 Emergency Services and Response Plan *(Essential)*

- Standard: Planning for emergency health care ensures that all staff are prepared to effectively respond during emergencies.

J-D-07 Hospital and Specialty Care *(Essential)*

- Standard: Hospitalization and specialty care are available to patients who need these services.

SECTION E – PATIENT CARE AND TREATMENT

J-E-01 Information on Health Services *(Essential)*

- Standard: Upon arrival at the facility, individuals are informed of the availability of health care services and how to access them.

J-E-02 Receiving Screening *(Essential)*

- Standard: Screening is performed on all individuals upon arrival at the intake facility to ensure that emergent and urgent health needs are met.

J-E-03 Transfer Screening *(Essential)*

- Standard: Individuals who are transferred within the same correctional system continue to receive appropriate health services.

J-E-04 Initial Health Assessment *(Essential)*

- Standard: Individuals receive initial health assessments.

J-E-05 Mental Health Screening and Evaluation *(Essential)*

- Standard: A mental health screening is performed to ensure that urgent mental health needs are met.

J-E-06 Oral Care *(Essential)*

- Standard: Individuals' oral health needs are addressed.

J-E-07 Nonemergent Health Care Requests and Services *(Essential)*

- Standard: Individuals' nonemergent health care needs are met.

J-E-08 Nurse-Initiated Protocols and Procedures *(Important)*

- Standard: When utilized, nurse-initiated protocols and procedures are appropriate to the level of licensure, competency, and preparation of the nursing personnel and comply with the relevant state practice acts.

J-E-09 Continuity, Coordination, and Quality of Care During *Incarceration (Essential)*

- Standard: Patients' medical, dental, and mental health care is coordinated and monitored from admission to discharge.

J-E-10 Discharge Planning *(Essential)*

- Standard: Discharge planning is provided for individuals based on their anticipated time of release.

SECTION F – SPECIALIZED PATIENT SERVICES

J-F-01 Chronic Disease Management and Specialized Health Care Services *(Essential)*

- Standard: Patients with chronic disease, other significant health conditions, and disabilities receive ongoing multidisciplinary care aligned with evidence-based clinical practice guidelines.

J-F-02 Mental Health Services *(Essential)*

- Standard: Mental health services are available to all incarcerated individuals.

J-F-03 Services for Substance Use Disorder *(Essential)*

- Standard: Patients are properly assessed, managed, and treated for substance use disorder, intoxication, or withdrawal.

J-F-04 Response to Sexual Assault and Abuse *(Essential)*

- Standard: Facility staff ensure that victims of sexual assault and abuse receive appropriate intervention.

J-F-05 Care of the Pregnant and Postpartum Patient *(Essential)*

- Standard: Pregnant and postpartum individuals are given comprehensive counseling and care in accordance with national standards and their expressed desires regarding their pregnancy.

J-F-06 Infirmary-Level Care *(Essential)*

- Standard: Infirmary-level care is appropriate to meet the health care needs of patients.

J-F-07 Care for the Terminally Ill *(Important)*

- Standard: The facility addresses the needs of those who are terminally ill.

J-F-08 Gender-Affirmative Health Care Services *(Important)*

- Standard: Patients are provided with multidisciplinary care designed to support and affirm their gender identity.

SECTION G – MEDICAL-LEGAL ISSUES

J-G-01 Restraint and Seclusion *(Essential)*

- Standard: The responsible health authority (RHA) ensures that when restraints or seclusion are used for clinical or custody reasons, the individual is not harmed by the intervention.

J-G-02 Restrictive Housing *(Essential)*

- Standard: Any practice of restrictive housing should not adversely affect an individual's health.

J-G-03 Emergency Psychotropic Medication *(Essential)*

- Standard: Health staff follow policies developed for the emergency use of psychotropic medications as governed by state law and federal regulations.

J-G-04 Therapeutic Relationship, Forensic Information, and Disciplinary Actions *(Important)*

- Standard: Health staff protect the integrity of the therapeutic relationship with their patients.

J-G-05 Informed Consent and Right to Refuse *(Important)*

- Standard: Incarcerated individuals have the right to make informed decisions regarding their health care, including the right to refuse care.

J-G-06 Medical and Other Research *(Important)*

- Standard: Biomedical, behavioral, or other research using incarcerated individuals as subjects is consistent with established ethical, medical, legal, and regulatory standards for human research.