

# Lassen County Sheriff's Office Request for Proposal

JAIL AND JUVENILE HALL MEDICAL SERVICES



John McGarva, Lieutenant  
1415 Sheriff Cady Lane  
Susanville, CA 96130

**Proposal Due February 27, 2019 4:00 pm.**

**Approved as to Form**

**JAN 24 2019**

**Lassen County Counsel**

## **TABLE OF CONTENTS**

<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
Profile	3
Schedule of Events	4
Proposal Assistance Information	4
Format of Proposal	5
Contractual Services	8
Jail	10
Juvenile Hall	13
Staffing Plan	16
Cost	17

## **ATTACHMENTS**

Exhibit A	County Contract	21
	Attachment I Insurance	22
	Attachment II Scope of Work	25
	Attachment III Terms and Condition	26
	Attachment IV Professional Credentials	30
	Attachment V Business Associate Addendum	31
Exhibit B	Staffing Pattern	36
Exhibit C	Inventory of Medical Equipment	37

## **PROPOSAL PURPOSE**

Lassen County desires to contract for all inmate and juvenile ward health, psychiatric and dental care services in the Jail and limited dental care in Juvenile Hall.

Lassen County anticipates contracting with a primary medical contractor for total responsibility.

## **COUNTY PROFILE**

Lassen County was incorporated in 1864. Susanville serves as the county seat. The legislative body is a five member Board of Supervisors elected by district. A County Administrative Officer, appointed by the Board of Supervisors, administers County business.

Lassen County encompasses approximately 4,500 square miles. Agriculture, outdoor recreation, and plus 2 state prisons and a federal prison, are the County's major economic contributors. The current estimate of population is 34,000. Susanville, the county seat, is the only incorporated city in the county.

## **JAIL PROFILE**

The Lassen County Sheriff is responsible for operation of the jail. The county jail is a type II facility housing both pre-trial and sentenced inmates. The rated capacity of the county jail is 188.

Inmate Population - the average daily population is reflected for the past five years as follows:

2013--125  
2014--106  
2015-- 88  
2016--101  
2017--95

In 2017 the Lassen County Jail had 1082 total bookings or an average of 91 bookings per month.

The current contract for inmate medical services provides 16 hours per day for medical staff to be present in the county jail. Any time an inmate has an emerging condition, there are medical personnel on hand to triage the condition and determine the appropriate course of treatment. Medical cases that arise in the absence of medical personnel often result in an emergency room visit for the inmate in question. During 2017, the Lassen County Jail sent approximately 52 inmates to the local emergency room. Additionally, there are no on-site dental facilities. Traditionally, the local hospital has also been the sole-source for blood draws, lab work, and x-rays. All dental visits are currently hosted by a local dentist office. During 2017, there have been 12 dental exams / treatments at the local dentist office.

## **JUVENILE HALL PROFILE**

The Lassen County Chief Probation Officer is responsible for operation of the Juvenile Hall. The Juvenile Hall is located at 1415B Chestnut Street in Susanville, CA. It is foreseeable the facility will be staffed for an overall rated capacity of 10 juveniles. The facility is located approximately one-eighth of a mile from the Lassen County Jail. Admission and average daily population from 2013-2017 are listed in the following chart.

<b><u>YEAR</u></b>	<b><u>ADMISSIONS</u></b>	<b><u>ADP</u></b>
2013	137	11
2014	133	11
2015	105	18
2016	62	5
2017	61	5

Juvenile Hall is under the same medical contract as the Lassen County Jail. When there is no medical staff available, juvenile hall wards are also sent to the local emergency room. In the past year, 22 wards visited the emergency room.

## **SCHEDULE OF EVENTS**

Issuance of RFP	January 24, 2019
Tour of facilities	January 31, 2019
Q & A Closed	February 15, 2019
Proposals due	<b>February 27, 2019</b>
Vendor selection	15 to 30 days after the proposal due date (as determined by County)
Contract approval	15 to 30 days after vendor selection (as determined by County)
Services begin	90-120 days after contract approval (as determined by County) but no later than July 1, 2019.

## **PRE-PROPOSAL ASSISTANCE**

Questions and County responses shall be posted to Lassen County's website at [www.lassencounty.org](http://www.lassencounty.org) and will be visible to all potential respondents. Questions must be e-mailed to [jmcgarva@co.lassen.ca.us](mailto:jmcgarva@co.lassen.ca.us) and will be posted to [www.lassencounty.org](http://www.lassencounty.org) with the

question and county response. This is to assure the question is interpreted correctly and the benefit of the response available to all potential respondents.

John McGarva will serve as the County's contact person for this project. Submit questions and inquiries in writing via e-mail no later than 5:00 p.m., February 1, 2019.

If and when appropriate, an addendum to this solicitation will be published. Contractor is responsible to incorporate any addenda into their proposal.

Medical providers interested in participating in the proposal process are advised not to contact members of the Lassen County Board of Supervisors or any other Lassen County employees.

### **PRE-PROPOSAL MEETING**

Medical providers interested in submitting a proposal should plan to attend a meeting to be held at the Lassen County Sheriff's Office, at 1415 Sheriff Cady Lane, Susanville, CA on **January 31, 2019 at 10:00am**. This meeting will provide prospective respondents with an opportunity to tour both the Jail and Juvenile Hall detention facilities and medical service areas and to ask questions and receive more detailed explanations and information on issues of interest and concern. Attendance is not mandatory to submit a proposal.

### **SUBMITTAL OF PROPOSAL**

One electronic proposal and five (5) printed copies to:

John McGarva, Lieutenant  
Lassen County Sheriff's Office  
1415 Sheriff Cady Lane  
Susanville, CA 96130  
jmcgarva@co.lassen.ca.us

Each proposal must be signed by an official authorized to bind the medical provider to its provisions.

*Lassen County is not liable for any costs incurred by any medical provider in preparation of their proposal in response to this Request for Proposal.*

### **FORMAT OF PROPOSAL**

Each proposal shall include the following:

## **Section I. TRANSMITTAL LETTER**

This shall be a brief introductory letter providing the following information:

- a. The full name and address of your firm and, if applicable, the branch offices or subordinate element that will perform or assist in performing the work hereunder.
- b. Name, title, telephone number and email address of the contact person for the respondent.
- c. Statement that the proposal is in response to this RFP.
- d. Signature and typed name and title of the individual who is authorized to commit the respondent to the proposal.
- e. Assurance of firm's ability to comply with County's model contract and insurance requirements as disclosed in Exhibit A.

## **Section II. OVERVIEW**

Respondents should submit proposals which are clear, comprehensive and fully descriptive to enable the County to make a sound and objective evaluation of respective medical provider qualifications and capabilities and of respective services and methodologies, support systems, and commitments.

The medical provider shall be the sole supplier and/or coordinator of all medical programs affecting the Lassen County Jail and Lassen County Juvenile Hall and, as such, shall have the authority and responsibility for the implementation, modification, and/or continuation of any and all health care programs for the Jail and Juvenile Hall.

Prisoners or wards on temporary release will not be the responsibility of the medical provider. Prisoners and wards in the custody of other police or penal jurisdictions within or outside of Lassen County will not be the responsibility of the medical provider.

This portion of the proposal submission must address each of the items listed below:

### **Introduction**

- (1) Company Profile:
  - (a) Date organized to provide health care services.
  - (b) Corporate Experience:  
Number of years doing business

Number of years providing services in California  
Number of current operations/contract services

- (c) Organization Structure (include chart):
    - Span of Control, levels of management
  - (d) Structure of national or local supervision
    - Number of employees
- (2) Describe Current Contracts:
- (a) Client
  - (b) Date of original contract
  - (c) Type/size
  - (d) Name of facility
  - (e) Contact person, phone number and address
- (3) Identify the three (3) most recently lost or terminated contracts
- (4) Legal:
- (a) Description and disposition of any and all civil litigation involving the company, contractors and/or subcontractors pending or actual in any form, including all instances where your organization was named a defendant and/or indemnified or defended an entity or whom your organization furnished medical services during the past five years.
  - (b) Furnish the number of investigations per year, over the past five years, by any state, federal or local licensing agency and the results of said investigation(s). E.g. sustained or sustained allegations, and fines imposed, etc.
- (5) Operating Procedures:
- (a) Have effective written procedures; describe and provide example.
  - (b) Purchasing, by headquarters and/or at local level.
  - (c) Accounting approach plus degree of audit and cost analysis support for local level.
  - (d) Invoicing and payment, from headquarters or local level.
  - (e) Frequency of communications and visits to local sites.
- (6) Company achievements in providing correctional health care services.
- (7) Portfolio listing contact information of references for vetting purposes.

## **SECTION III. MANAGEMENT**

### **1. Personnel**

In this section respondents shall discuss the following topics:

- (A) Recruitment practices
- (B) Equal employment opportunities
- (C) License/certification, background check requirements
- (D) Staff training and personnel development
- (E) Orientation of new personnel
- (F) Employee assistance program
- (G) Continuing education
- (H) In-service training
- (I) Performance review
- (J) Utilization of Registry personnel
- (K) PREA Compliant

### **2. Program Support**

In addition to providing on-site services, off-site services and personnel services, respondents will also be expected to provide professional management services to support the medical programs in the Lassen Jail and Juvenile Hall. These additional program support services include the following:

### **3. Third Party Billing**

Under certain circumstances California law allows liability for certain health care services to be borne by the inmate or other third party payers. Under such circumstances it may be in the best interests of Lassen County and the medical provider to pursue payment for such services directly from the inmate and/or the third party payer. The proposal shall indicate the method to be used in instituting and maintaining a billing system that will effectively address this cost recovery requirement. The medical provider will seek third party payments on behalf of the county for third party payers such as insurance companies or medi-cal when appropriate.

The proposal shall address a plan for assisting the County's process of Medi-Cal claiming for inpatient hospital costs of Medi-Cal eligible county jail inmates under the Medi-Cal Adult County Inmate Program established by AB 1628.

### **4. Cost Containment Program**

Specify a detailed plan for the implementation and operation of a cost containment program. Addressed in this section shall be the mechanism by which respondent plans to control health care costs, areas in which costs savings will be achieved and evidence of the success of such a



program at other contract sites.

#### 5. Management Information and Reporting

Respondents should describe methods to be used in implementing and administering systems and procedures for gathering and reporting information and documentation requirements outlined in the RFP. Respondents should provide sample formats to be utilized in meeting reporting requirements.

#### 6. Policy and Procedure

The medical provider shall develop, maintain, and ensure adherence with up-to-date written policy, procedure, protocol, and reference manuals in compliance with CCR Title 15. All new policy and procedure, and revisions, shall be reviewed and approved by the County prior to implementation.

Medical provider shall provide each facility manager with a current and updated hardcopy of their policy and procedure manual, as well as an electronic file of same that is recorded on a CD-ROM or that can be transmitted via email.

#### 7. Quality Assurance Programs

The medical provider shall also develop procedures and implement the internal and external service audits outlined in CCR Title 15, including a written annual pharmaceutical report completed by a pharmacist. Reports shall be presented to the County on a monthly basis and an annual report by February 1 the following year and said reports shall include electronic submissions via CD-ROM or other electronic means.

#### 8. Other Title 15 Requirements

The medical provider shall develop and implement methods and procedures to comply with all standards prescribed in CCR Title 15, to include such items as: Individualized treatment plans, vermin control, care of pregnant and lactating women, management of communicable diseases, decision making related to special need inmates, direct orders, use of restraints, standardized procedures, continuity of care, inmates in segregation, safety cell services, health promotion, and disease prevention.

#### 9. Transition Planning

The respondent shall develop and submit an in-depth transition plan to include a timeline for implementation of full and complete services to both facilities. The timeline must include hiring and training staff, acquiring supplies and equipment and implementing all systems to be fully operational and functional within the County Jail and Juvenile Hall.

#### 10. Exceptions

In this portion of the proposal respondents shall note any and all exceptions to the requirements and conditions of this RFP taken by the respondent. If exceptions are not noted, the County will assume that the respondent's proposal submission meets all the requirements and conditions and will be held responsible for same accordingly. All discussion in this section shall fully explain the exception, reference the RFP page number and section number, and propose alternatives if applicable.

#### **SECTION IV. SERVICES TO BE PROVIDED**

Respondents must demonstrate an ability and a commitment to provide and/or conform with the following rules for inmates incarcerated in the Lassen County Jail and wards housed in the Juvenile Hall: All health, dental, vision, and psychiatric services, operational activities, and administrative/management practices shall comply with CCR Title 15 guidelines, and all other applicable laws, codes, and regulations.

##### **Health Services Operations (on-site and off-site)**

Respondents shall state services that will be provided and shall describe how it proposes to provide these services to include:

- (1) Receiving and Screening of Persons
- (2) Health Inventory and Communicable Disease Screening
- (3) Communicable Disease Testing (P.C. 7500)
- (4) Daily Triaging
- (5) Sick Call
- (6) Emergency Services
- (7) Detoxification
- (8) Off-Site Services
- (9) Specialty Care and Ancillary Services
- (10) Dental Services
- (11) Vision Services
- (12) Psychiatric Services
- (13) Pre-placement Physical Examinations
- (14) Management of Pharmaceuticals and Distribution of Medications
- (15) Medical Records
- (16) Medical Diets
- (17) Policy and Procedure
- (18) Quality Assurance Programs
- (19) Other California Code of Regulations  
(CCR) Title 15 Requirements
- (20) Transportation
- (21) Equipment, Furnishings, and Supplies
- (22) Responding to Complaints and Inquiries
- (23) Officer Testing

The medical provider shall respond and provide emergency first aid to County staff and/or visitors within the confines of the detention facilities, including the public lobbies and outdoor areas also under the facility control.

#### Officer Testing and Training

The medical provider shall provide Hepatitis B and TB testing for County staff working at the correctional institutions. The medical provider shall provide labor, materials and documentation of results. The County will maintain administrative record keeping and coordinate scheduling in conjunction with the medical provider.

The medical provider shall provide up to six (6) hours of annual training for detention staff at the Jail concerning various health care issues in the facilities. Such training shall be scheduled at mutual convenience.

The medical provider shall provide at least six hours of annual training to juvenile detention staff concerning mental illness and substance abuse (which shall include training surrounding withdrawal symptoms and care), safe medication delivery and documentation techniques, common side effects of medications and suicide prevention, or other training as agreed upon by the medical provider and Juvenile Hall Manager.

#### Transportation

The County will be responsible for routine transportation to off-site health care services. The medical provider shall be responsible for emergency ambulance transportation. The medical provider, unless unavailable, shall determine the need for emergency ambulance transportation. Emergency helicopter transportation to off-site health care providers shall be the responsibility of the medical provider up to a limit of three trips per year.

#### Equipment, Furnishings, and Supplies

The County shall provide the space, furniture, fixtures, utilities, housekeeping, telephone (excluding toll charges), security and other similar items necessary for the operation of inmate/ward health services. The County shall provide and maintain photocopy equipment for the medical staff.

The health services contractor and its employees are required to follow Lassen County Computer Policies.

The medical provider shall be responsible for all other office and operational supplies, forms, instruments, uniforms, tools and equipment necessary to carry out the services outlined in this RFP. The medical provider shall dispose of contaminated waste.

#### Responding to Complaints and Inquiries

The medical provider shall review, evaluate, and respond to inmate inquiries and parental inquiries for detained minors, writs, complaints, and grievances in a professional and productive manner, in accordance with established detention policy and procedure. The medical provider's staff may also be required to testify in court concerning writs of habeas corpus filed by inmates.

The County will occasionally request that the medical provider provide written reports and responses to administrative inquiries about incidents, inmate/ward's medical status or condition, or medical or dental service delivery issues. Medical provider shall fully cooperate with such requests.

### **SECTION IV(A) JAIL:**

#### 1. Receiving and Screening

The medical provider shall complete a pre-booking medical and psychiatric screening form on all individuals immediately upon being brought into the detention facility. The medical provider shall respond to referrals and requests for assessment, examination and evaluation. The medical provider shall make recommendations to custody staff regarding housing and handling requirements and shall provide follow up care as applicable. The booking area does NOT need to be staffed at all times. The booking screenings will occur as needed and by request of the booking officer and / correctional supervisor. The Medical office is in the same facility and in close proximity to the booking area.

#### 2. Health Inventory and Communicable Disease Screening

The medical provider shall perform a health inventory and communicable disease screening on all inmates who reside in the Adult Facilities within seven (7) days of admittance. Included shall be screening for tuberculosis and other communicable diseases. Lab tests shall be performed as medically indicated. The health inventory and communicable disease screening shall be completed by the physician or the family nurse practitioner, physician's assistant, or registered nurse specifically trained to conduct health appraisals. Scheduling of an inmate's health appraisal shall not be in conflict with his/her court appearance schedule.

#### 3. Communicable Disease Testing (P.C. 7500)

The medical provider shall obtain blood samples from inmates in compliance with Penal Code Section 7500, "et al". The determination for such testing will be made by the County Health

Officer.

4. Daily Triageing

Health and psychiatric complaints from inmates shall be solicited, processed and triaged daily by qualified medical staff. Actions taken on the complaints shall be documented.

5. Sick Call

Sick call shall be conducted a minimum of five (5) days a week with emergency response on weekends on-site at each detention facility, in designated areas, which provide as much privacy as security concerns allow. Sick call shall be conducted by a Registered Nurse (R.N.). An inmate shall be seen no later than the third scheduled sick call after his/her complaint/request. Psychiatric complaints shall be screened daily. Scheduling of an inmate on sick call shall not be in conflict with an inmate's court appearance schedule.

6. Emergency Services

The medical provider shall make provisions for 24-hour emergency medical, psychiatric and dental care for inmates, including 24-hour on-call physician's services and, when necessary, ambulance transportation to emergency room facilities. To the greatest extent possible, emergency responses should be managed on site. Additionally, the provider will be responsible and pay for the 1<sup>st</sup> \$10,000 of every emergency room visit, for each inmate sent to the emergency department at the hospital.

7. Sobering

Inmates shall be assessed by medical staff upon being admitted to and prior to being released from a sobering cell. Medical provider staff shall check on inmates in sobering cells a minimum of every six (6) hours and any time when requested by custody staff. All prolonged sobering services shall be performed under medical supervision.

8. Off-Site Services

The medical provider shall provide required medical/surgical inpatient hospital care, off-site specialty care, off-site clinic care, emergency room care and other health-related ancillary services for those inmates that have been medically cleared, booked and physically placed in the jail. Emergency psychiatric hospitalization shall be coordinated through Lassen County Behavioral Health staff and custody staff through established Penal Code and Welfare & Institution Code protocols. The medical provider shall coordinate such hospitalizations with custody staff so arrangement can be made for temporary release, hospital guards, etc. All such care as described in this section shall be approved and referred by the medical provider staff utilizing an approved "referral form."

The medical provider shall not refer or be responsible for elective procedures that can safely be provided when an inmate is released from custody. Any request for elective care requested by an inmate shall be approved by the facility commander for security reasons and shall be the financial responsibility of the inmate.

The medical provider shall provide outside providers with other third party payer information when available.

Lassen County may request information be made available on the financial liability for the medical provider for those medical/surgical inpatient episode that exceed the dollar threshold as agreed upon in the executed contract. The information requested shall be in accordance with all HIPPA regulations.

9. Specialty Care and Ancillary Services

When medically indicated and when such services cannot be provided on site, the medical provider shall arrange for off-site visits to specialty clinics, consultations, treatments, x-ray and laboratory services. The medical provider is responsible for purchasing required laboratory services and x-ray services. The Sheriff's Office will provide transportation to the extent appointments can be scheduled during the on-duty hours of the transporting officer. The provider will make all reasonable efforts to conduct blood draws and other lab work at the jail when feasible.

Medical and dental prostheses, auditory aids, and corrective eyeglasses shall be provided by the medical provider when the health, wellbeing, and/or educational goals of an inmate would otherwise be adversely affected, or as necessary for criminal defendants to assist in their own criminal defense as directed by the responsible physician or dentist.

10. Dental Services

Dental services shall conform to CCR Title 15 guidelines. There are no dental facilities within the county jail or juvenile hall. The medical provider will either have to furnish necessary dental equipment for treatment inside the facility, or utilize an outside source for dental services. Inmates presenting dental complaints will be triaged and prioritized. Medically necessary oral surgery that cannot safely be delayed until release from custody shall be referred to outside specialists.

11. Vision Services

The medical contractor shall be responsible to provide inmates with vision examinations and, as deemed necessary for participating in legal defense or when the health and/or wellbeing of an inmate would otherwise be adversely affected provide the inmate with prescription corrective

eyeglasses. The medical provider shall also be responsible for the replacement or repair of broken corrective eyeglasses belonging to an inmate not to exceed two pair per year per inmate.

## 12. Behavioral Health Services

Provider will utilize an appropriately licensed behavioral health clinician and make available: Outpatient behavioral health services to all inmates in the Lassen County Jail and wards in the Lassen County Juvenile Hall including screening, evaluation, diagnosis, crisis intervention, consultation, treatment and referral services. Treatment and referral services will include individual and group therapy and counselling. The Provider will provide for group counselling sessions after hours for inmates.

Additionally, Provider will be the primary liaison between incarcerated persons (adults and minors) and the Lassen County Behavioral Health Department and other behavioral health service providers in Lassen County. Provider will work with outside providers to coordinate a continuity of care for incarcerated persons in preparation for release in an effort to ensure continuing behavioral health and related re-entry services upon release from custody and return to the community. All new wards will be observed and queried for signs or presence and history of mental illness.

Psychiatric screenings shall be provided at intake, during triage and at daily sick call. Medication assessments, including maintenance of approved current prescriptions and initiation of appropriate and necessary voluntary medication, shall be available on a daily basis. Qualified nursing intervention shall be available for sub-acute psychiatric problems. The contract medical provider shall maintain a collaborative relationship with LCBH Forensic Services but will retain the authority and responsibility for the implementation, modification and continuation of all psychiatric treatment in the jail.

Of primary importance is five (5) days per week psychiatrist availability, (a mixture of perhaps one day sick call and daily on-call availability) to initiate intervention and treatment when necessary (medications).

Also required is a psychiatric nursing position, (this could be an RN or LVN with psychiatric experience, or a psychiatric technician.) The intent would be to have an individual with knowledge of psychiatric disorders, medication and intervention techniques to interface between the inmates and the psychiatrist. Dual-diagnosis experience would be an asset.

Also necessary is a licensed mental health clinician position to provide psychosocial diagnostic assessments, in-house supportive counseling and intervention. The clinician would respond to the Lassen County Jail or Lassen County Juvenile Hall for crisis intervention and treatment after hours as needed.

Confidential urine drug screens may be requested by Lassen County Behavioral Health forensic services for psychiatric/dual diagnostic purposes.

The medical provider shall collaborate with Lassen County Behavioral Health Services via a mutual psychiatric release-of-information form and provide for access to the psychiatric portion of the provider's medical records, with provisions for consultation documentation.

13. Management of Pharmaceuticals and Distribution of Medications

The medical provider shall order, purchase and pay for, and manage pharmaceuticals in compliance with CCR Title 15 guidelines and all applicable federal and State codes and regulations. The medical provider shall be responsible for ordering, purchasing, storing, controlling, dispensing, distributing, delivering, and administering all prescribed drugs. Prescribed medications shall be distributed by medical staff at least twice daily medication rounds to the housing units. Medication rounds shall be scheduled in coordination with other operational activities.

The medical provider will NOT be responsible for the providing "specialty" pharmaceuticals as a part of this contract. Specialty Pharmaceuticals are defined as those drugs specifically used to treat: AIDS, HIV, and Hemophilia. Specialty Pharmaceuticals also includes Chemotherapy. Those specialty drugs are excluded from this contract, but the provider must order and make these prescriptions available to the county at the provider's actual cost.

14. Medical Records

Health records shall be maintained and managed in compliance with CCR Title 15 guidelines, and all other applicable codes and regulations. The medical provider shall coordinate with the LCBH to ensure accessibility to and completeness of the records. The medical provider is responsible for maintaining accurate data. Pertinent medical information shall be prepared to accompany all inmates when transferring to other detention/correctional facilities, or other placements if required. All policies and procedures related to confidentiality and release of information shall be maintained.

The Medical Provider shall utilize appropriate electronic health records software to track and maintain inmate / ward health records. The provider is required to maintain the electronic health records and make the software and records available to the county at NO cost to the county at the expiration of the contract or at any time the county changes to a different medical provider.

15. Medical Diets

The medical provider's physician(s) is responsible for prescribing medical diets for inmates as medically indicated. The medical provider shall coordinate the provision of medical diets with the County's food service staff. The medical provider is responsible for maintaining accurate data relative to inmate's medical diets.

17. Pre-placement Physical Examinations



Within five days of the request of custody staff, the medical provider shall provide an assessment of an inmate's ability to perform the physical requirements of certain work crew assignments.

The medical provider shall provide medical screening for inmate workers prior to their assignment to kitchen duty. Coordination of clearances shall be completed within five (5) working days.

18. Emergency Services

The medical provider shall make provisions for 24-hour emergency medical, psychiatric, and dental care for wards, including 24-hour on-call physician's services and, when necessary, ambulance transportation to emergency room facilities. To the greatest extent possible, emergency responses should be managed on site. Additionally, the provider will be responsible and pay for the 1<sup>st</sup> \$10,000 of every emergency room visit, for each inmate sent to the emergency department at the hospital.

## **SECTION IV (B) JUVENILE HALL:**

1. Receiving and Screening

Nurses shall complete the intake medical and psychiatric forms when they are on duty. Counselors will complete the intake medical and psychiatric forms when no nurse is on duty. Medical provider nursing staff or on-call staff shall respond to requests for consultation on screenings as required. When medically appropriate, medical provider shall provide medical services on-site.

2. Health Inventory and Communicable Disease Screening

The health inventory and screening shall be completed by the physician or the family nurse practitioner, physician's assistant, registered nurse or LVN specifically trained to conduct health appraisals. The inventory and screening is to be done within 96 hours from when the ward is booked into the facility. Medical provider shall perform a medical examination on every minor who is admitted to the Juvenile Hall in accordance with CCR Title 15 Section 1432.

Sexually active minors are to be screened for Chlamydia and Gonorrhea. All minors are to be asked if they are sexually active when medical staff uses the Health Appraisal form or Readmission Health Appraisal form, and if they answer affirmative, they are to be tested for Chlamydia and Gonorrhea.

3. Communicable Disease Testing (P.C. 7500)

The medical provider shall obtain blood samples from wards in compliance with Penal Code Section 7500, "et al". The determination for such testing will be made by the County Health Officer.

4. Daily Triaging

Health and psychiatric complaints from wards shall be solicited, processed, and triaged daily by qualified medical staff. Actions taken on the complaints shall be documented.

5. Sick Call

Sick call shall be conducted a minimum of two (2) days a week with emergency responses at other times. A ward shall be seen no later than the first scheduled sick call after his/her request is received by medical staff. Psychiatric complaints shall be screened daily.

6. Emergency Services

The medical provider shall make provisions for 24-hour emergency medical, psychiatric, and dental care for wards, including 24-hour on-call physician's services and, when necessary, ambulance transportation to emergency room facilities. To the greatest extent possible, emergency responses should be managed on site. Additionally, the provider will be responsible and pay for the 1<sup>st</sup> \$10,000 of every emergency room visit, for each inmate sent to the emergency department at the hospital.

7. Sobering

Detoxification from mind-altering drugs, including alcohol, when performed at Juvenile Hall will be under medical supervision. No standing orders shall be used. When no medical staff is present, wards presenting "withdrawal" symptoms, disclosing the use of a mind altering substance within 24 hours of booking shall immediately be sent to the hospital for clearance.

8. Off-Site Services

The medical provider shall provide required medical/surgical inpatient hospital care, off-site specialty care, off-site clinic care, emergency room care, and other health-related ancillary services for those wards that have been medically cleared, booked and physically placed in the juvenile hall. Emergency psychiatric hospitalization shall be coordinated through Lassen County Behavioral Health staff and custody staff through established Penal Code and Welfare & Institution Code protocols. The medical provider shall coordinate such hospitalizations with custody staff so arrangement can be made for temporary release, hospital guards, etc. All such care as described in this section shall be approved and referred by the medical provider staff utilizing an approved "referral form."

The medical provider shall provide outside providers with other third party payer information when available.

Lassen County may request information be made available on the financial liability for the medical provider for those medical/surgical inpatient episode that exceed the dollar threshold as agreed upon in the executed contract. The information requested shall be in accordance with all HIPPA regulations.

9. Specialty Care and Ancillary Services

When medically indicated and when such services cannot be provided on site, the medical provider shall arrange for off-site visits to specialty clinics, consultations, treatments, x-ray and laboratory services. The medical provider is responsible for purchasing required laboratory services and x-ray services. Routine chest and extremity x-rays shall be provided on-site. Although the medical provider bears financial responsibility for such services, Juvenile Hall staff will provide transportation to the extent appointments can be scheduled during the on-duty hours of the transporting officer.

Medical and dental prostheses, auditory aids, and corrective eyeglasses shall be provided by the medical provider when the health, wellbeing and/or educational goals of a ward would otherwise be adversely affected, as directed by the responsible physician or dentist.

10. Dental Services

Dental services shall conform to CCR Title 15 Section 1435. There are no dental care facilities located at the Juvenile Hall. Dental services for minors shall be provided on urgent need basis in the community and paid for or reimbursed by the medical contractor or the service will be referred to a local Medi-Cal provider.. Professional dental hygiene services and preventative maintenance examinations shall be provided in the community for minors who are detained longer than five months and paid for or reimbursed by the medical provider. This exam includes x-rays, cleaning and up to one dental filling. The provider will also provide guidance to the facility manager as to identify minors in the facility are candidates for Dental services

11. Vision Services

The medical contractor shall be responsible to provide wards with vision examinations and, as deemed necessary when the health and/or wellbeing of the ward would otherwise be adversely affected, provide the ward with prescription corrective eyeglasses. The medical provider shall also be responsible for the replacement or repair of broken corrective eyeglasses belonging to a ward not to exceed two pair per year per ward.

Visual acuity screening shall be provided pursuant to CCR Title 15, Section 1432. The medical provider shall not be responsible for providing corrective eyeglasses for minors housed for a known period of time (i.e., court commitments) of five (5) days or less. The medical contractor shall also be responsible for providing wards with vision care if it is deemed necessary for the ward's educational goals.

12. Behavioral Health Services

The contract medical provider shall provide a psychiatrist one (1) hour each week via tele-psych as well as on-call availability five days a week to initiate intervention and treatment (medications) as necessary.

In addition to maintaining a collaborative relationship with LCBH employees and Behavioral Health Clinicians contracted with the Probation Department who conduct assessments, evaluate and provide counseling to minors, the contract medical provider shall provide a licensed mental health clinician or a nurse with psychiatric training as needed each week to provide assessments, counseling and intervention for minors who express suicidal ideation or who take psychotropic medications or who are referred for psychiatric review. This person would interface between the minors and the psychiatrist and be available on-call for such minors.

Confidential urine drug screens may be requested by Lassen County Behavioral Health forensic services for psychiatric/dual diagnostic purposes. In Juvenile Hall collection of forensic evidence shall be in accordance with Title 15, Article 9 Section 1452.

The medical provider shall collaborate with Lassen County Behavioral Health via a mutual psychiatric release-of-information form and provide for access to the psychiatric portion of the provider's medical records with provisions for consultation documentation.

### 13. Pre-placement Physical Examinations

Medical provider shall, when directed by Juvenile Hall staff, conduct and complete physical examinations on wards prior to their placement to certain outside camps, ranches, or other such facilities, if such facilities have established criteria for admission. Generally, information that is available from the initial physical screening has been sufficient.

### 14. Management of Pharmaceuticals and Distribution of Medications

The medical provider shall order, purchase, and manage pharmaceuticals in compliance with CCR Title 15 guidelines and all applicable federal and State codes and regulations. The medical provider shall be responsible for ordering, purchasing and paying for, storing, controlling, dispensing, distributing and administering all prescribed drugs. On-duty nurses shall deliver medications as prescribed by health services staff. Medical staff shall deliver all medical injections required by a minor (such as for diabetes management). Juvenile Correctional Officers shall only deliver oral medications when these medications cannot be delivered by health services staff. Juvenile Correctional Officers may not manage any injectable medication.

### 15. Medical Records

Health records shall be maintained and managed in compliance with CCR Title 15 guidelines, and all other applicable codes and regulations. The medical provider shall coordinate with the

Behavioral Health Department to ensure accessibility to and completeness of the records. The medical provider is responsible for maintaining accurate data. Pertinent medical information shall be prepared to accompany all wards when transferring to other detention/correctional facilities, or other placements if required. All policies and procedures related to confidentiality and release of information shall be maintained.

The Medical Provider shall utilize appropriate electronic health records software to track and maintain inmate / ward health records. The provider is required to maintain the electronic health records and make the software and records available to the county at NO cost to the county at the expiration of the contract or at any time the county changes to a different medical provider.

16. Medical Diets

The medical provider's physician(s) is responsible for prescribing medical diets for wards as medically indicated. The medical provider shall coordinate the provision of medical diets with the County's food service staff. The medical provider is responsible for maintaining accurate data relative to inmate/ward medical diets.

## **V. STAFFING PLAN**

Respondents should submit staffing plans for both the Lassen County Jail and Lassen County Juvenile Hall addressing the minimal staffing levels as outlined in **Exhibit B**. All staff will be subject to a County security clearance and must be approved by County.

**The county's staffing template in exhibit B is largely for reference. The county intends to staff at least 16 hours per day of nursing in the county jail. The county also requires appropriate medical oversight from a physician and the needed mental health counseling and psychiatry staff to meet minimum standards outlined in the title 15**

**There will be no dedicated staff for the juvenile hall. Provider staff assigned permanently at the county jail will conduct sick call, medication delivery, and urgent triage work as necessary at the juvenile hall.**

## **VI. COST**

Respondents shall submit a cost proposal that includes both facilities, the Jail and Juvenile Hall. The cost proposal shall include the pricing structure, the actual program costs(s) for the first year of operation under a contract and a formula for calculating the remaining four years of the contract.

A fixed ceiling contract will be required. The County anticipates a five year contract subject to annual appropriation by the Lassen County Board of Supervisors; however, Lassen County may opt for a three-year contract with two one year optional extensions to the contract.

## **VII. IDENTIFICATION OF SUBCONTRACTORS**

Respondents shall identify all proposed services that will require the use of a subcontractor for the proposed scope of work. For each subcontractor listed, respondents shall indicate (1) what products and/or services are to be supplied by that subcontractor and (2) what percentage of the overall scope of work that subcontractor will perform. Respondents must simply identify the services that will require a sub-contractor, not the particular sub-contractor. Once the RFP is awarded and negotiations begin, the provider will have to specifically identify subcontractors.

## **VIII. COUNTY MODEL AGREEMENT AND INSURANCE**

Respondents must be prepared to accept and utilize the enclosed Model Agreement format, to include all required sections attached, if selected for services. **(Exhibit A)**

### **INSURANCES AND INDEMNIFICATIONS**

The medical provider shall assume responsibility for any liability arising from the administration or delivery of health care services. The medical provider, not the County, shall handle all lawsuits and pay all associated legal costs and settlements, if any. The medical provider shall provide necessary professional and malpractice liability coverage.

The medical provider shall indemnify, hold harmless, and defend the County, its agents, servants, and employees from any and all claims, actions, lawsuits, damages, judgments, or liabilities of any kind whatsoever arising out of the operation and maintenance of the aforesaid program of health care services conducted by the medical provider, it being the express understanding of the parties hereto that the medical provider shall provide the actual health care services, and have complete responsibility for the health care services.

The provision for insurances and indemnifications for this contractual undertaking are included in **Exhibit A - ATTACHMENT I-STANDARD - INSURANCE REQUIREMENTS**.

Any new medical programs, implemented after commencement of a service agreement shall be decided by mutual agreement between the medical provider and the County. This shall include agreement on any additional program costs.

### **EVALUATION/SELECTION CRITERIA**

Respondents will be evaluated on their responses to the following categories and criterion for selection:

#### Contractor Experience (Sect. II)

- Service Experience

- Years providing services in California

- Client Satisfaction

- Contingent or geography to other vendor operated facilities for purpose of medical

#### Management of Firm (Sect. III)

- Transition Plan

- Exceptions to RFP

#### Plan to provide services (Sect. IV)

- Overall

- Jail

- Juvenile Hall

#### Staffing Plan (Sect. V)

#### Cost (Sect. VI)

- Jail

- Juvenile Hall

Overall Quality of RFP response  
Suggested Alternate Proposals

A maximum rating of 100 points may be granted by using weighted evaluation criteria. Lassen County will assemble a committee of administrative and management personnel for the purpose of evaluating and rating proposals.

The County reserves the right to reject any or all proposals.

Alternate Proposals

In addition to providing a proposal in direct response to the requirements of this RFP, respondents are encouraged to submit an alternate proposal or proposal(s) that incorporate innovative approaches to minimizing the cost to the County while meeting all the County's obligations to provide health services as designated herein. Innovations and the direct impact on County costs shall be fully described in the alternate proposal(s).

METHOD OF AWARD

If after receipt and evaluation of all proposals it is determined by the Lassen County Board of Supervisors in its sole discretion that to continue contracting for Jail and Juvenile Hall medical services would be in the interest of Lassen County and the Sheriff's Office and Juvenile Hall, then and only then will an award be made. Such award will be to the respondent whose proposal is determined by the County through an evaluation process to be the most responsive to the requirements specified in the RFP, in the best interest of Lassen County and most technically complete. For purposes of this RFP, "award" is defined as the right to negotiate a contractual relationship with Lassen County for services identified in the RFP. Award does not constitute an acceptance of a contract offer. The evaluation and selection process may include a request for additional information or an oral presentation to support the written proposal. The County reserves to itself the right not to award any contract regardless of the outcome of the proposal evaluation process.

While cost will be an important factor, it will not necessarily be the most important. In the event that a contract is executed, it will be with the respondent who in the opinion of the County demonstrates the best ability to fulfill all the requirements of the RFP. The criteria for selection are identified in the above section entitled – EVALUATION/SELECTION CRITERIA.

The Agreement to be awarded by the County to the successful contractor is expected to be substantially as presented in response to this RFP.

The final decision will be made by the Lassen County Board of Supervisors on or about the time identified in the section of this RFP titled SCHEDULE OF EVENTS.



## **MODEL CONTRACT**

The firm selected shall be expected to execute a contract substantially as the one shown as Exhibit A.

## **DISCLOSURE OF INFORMATION**

All information and materials submitted to the County in response to this RFP may be reproduced by the County for the purpose of providing copies to authorized County personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Once a Contract is executed, the California Public Records Act limits the County's ability to withhold data relating to proprietary information or trade secrets, as defined by statute. If a Contractor's proposal contains any such proprietary information or trade secret that the Contractor does not want disclosed to the public, subsequent to the execution of the Contract, each sheet of such information SHALL be marked by the Contractor as "proprietary information" or "trade secret." If, after the Contract is executed, a third party requests a copy of any Contractor's proposal and such documents contain material marked "proprietary information" or "trade secret," the County shall withhold that information if it meets the statutory definition of proprietary information or trade secret and the Contractor agrees to defend, indemnify, and hold harmless the County in any subsequent legal action based on its withholding.

## **LEGAL NOTICE**

**Notice is hereby given by the County of Lassen that a “Request for Proposal (RFP) for Jail and Juvenile Hall Medical Services” has been prepared and is available.**

Bid documents may be downloaded from [www.lassencounty.org](http://www.lassencounty.org).

Bid documents may be picked up at the Lassen County Administration Building at 221 Roop Street, Susanville, CA 96130 or requested by calling (530) 251-8333.

A pre-proposal conference will be held on January 31, 2019 at 10:00 am at the Lassen County Sheriff's Office, at 1415 Sheriff Cady Lane, Susanville, CA 96130. The purpose of the conference is to tour the facilities and answer questions related to the Request for Proposal. Attendance at the pre-proposal conference is encouraged, but not mandatory. Final written proposals are to be delivered to County contacts at the above addresses.

### Exhibit A

## **PROFESSIONAL SERVICE CONTRACT GREATER THAN \$25,000**

This Contract, dated as of the last date executed by the County of Lassen is between the County of Lassen, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the professional service contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

VARIABLE INFORMATION TABLE									
Term of This Contract (Complete Dates in Just One of the Following Three Rows)									
Term Begins				Term Completion Date					
On Following Date				On Following Date					
County Department									
		Basis of Price (Do Not <input checked="" type="checkbox"/> More Than One of the Following Four Blocks)							
Price	\$	<input type="checkbox"/>	Fixed Price	<input type="checkbox"/>	Annual Price	<input type="checkbox"/>	Monthly Price	<input type="checkbox"/>	Hourly Rate
Not-to-Exceed Price		\$		<input type="checkbox"/>		√ if Reasonable Expenses are authorized in addition to Hourly Rate			
CONTRACTOR Contact Information				COUNTY Contact Information					
CONTRACTOR				Project Manager					
Address				Address					
City, State & ZIP				City, State & ZIP					
Telephone				Telephone					
Facsimile				Facsimile					

**WHEREAS**, COUNTY, through the COUNTY Department identified above, desires to have work described in the Attachment II - Scope of Work performed; and

**WHEREAS**, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

**NOW THEREFORE BE IT AGREED** between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

Attachment I - Insurance Requirements for Professional Services Contract

Attachment II - Scope of Work

Attachment III - Terms and Conditions (including Exhibit "A")

Attachment VI - Professional Credentials

Attachment VII - Business Associate Addendum

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment III - "Terms and Conditions" and/or the Attachment I - "Standard Insurance Requirements."

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

**COUNTY**

**CONTRACTOR**

\_\_\_\_\_  
Richard Egan, CEO      Date  
County of Lassen

\_\_\_\_\_  
Date

REVIEWED AS TO FORM  
COUNTY COUNSEL

\_\_\_\_\_  
Date

## ATTACHMENT I

### INSURANCE REQUIREMENTS For Professional Services Contract

Before the commencement of work, Contractor shall submit to County: (1) **Certificates of Insurance** for all relevant coverage's listed in Section A below; (2) All **Endorsements** listed in Section B below; and (3) a "**Declarations Page**" listing the titles of all endorsements to the Commercial General Liability (CGL) policy.

*MINIMUM SCOPE LIMIT OF INSURANCE – Coverage shall be at least as broad as:*

- 1.) **Commercial General Liability.** Insurance Services Office (ISO) "occurrence" form CG 00 01 12 07 CGL or equivalent on an "occurrence" basis, including bodily injury, property damage, contractual liability, medical expenses for any one person, personal and advertising injury, products-completed operations coverage and policy limits of no less than **\$1,000,000 per occurrence**. If a general aggregate applies, either the general aggregate shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
- 2.) **Automobile Liability Insurance.** ISO form CA 0001 covering (any auto) Code 1 or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$250,000 per passenger and \$500,000 for all passengers. *(Not required if Contractor provides written verification he or she will not be using a vehicle to perform the scope of work described in the contract.)*
- 3.) **Workers' Compensation Insurance.** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*
- 4.) **Professional Liability (Errors and Omissions) Insurance.** (If applicable. See Note below.) Insurance appropriate to the Contractor's profession with limits no less than \$1,000,000 per claim, and \$2,000,000 aggregate. *(Note: Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the State. For example, insurance agents, professional architects and engineers, doctors, lawyers, nurses and certified public accountants. However, other professional Contractors not regulated by the State, such as computer or software designers, claims administrators, consultants, and others should also have professional liability insurance. If the contracted service requires "brain work, as opposed to "physical work", then professional liability insurance will most likely be required.)*

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to the higher limits.

### **B. INSURANCE POLICY ENDORSEMENTS**

#### **1. The Commercial General Liability policy shall contain or be endorsed to contain the following:**

The County, its officers, officials, employees, and volunteers are covered as additional insured's on the CGL policy with respect to liability arising out of work performed or operations performed on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations.

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

The insurance afforded by this policy shall not be cancelled except after thirty days prior written notice by certified mail return receipt has been given to the County. *(Note: We recommend contractor's insurance carrier insert the language above into ISO form 20 10 11 85; or if that form is not available, later additions editions of ISO forms CG 20 10 and CG 20 37. We will also accept a Blanket Additional Insured Endorsement, as long as it provides*

coverage equal to coverage's noted in Section A1 above and all items listed in Section B above.)

## 2. Workers' Compensation Insurance.

The Contractor's Workers' Compensation Insurance policy shall contain or be **endorsed** to contain a waiver of subrogation in favor of the County, for all work performed by Contractor, its employees, agents and subcontractors.

## **C. OTHER INSURANCE PROVISIONS**

**1. Primary Coverage** - For any claims related to this contract, Contractor's insurance shall be primary insurance as respects the County, its officers, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. However, Contractor's insurance may contribute with other additional insured's providing primary insurance coverage for the same "occurrence", offense, claim or suit.

**2. Notice of Cancellation** - Each insurance policy required above shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

**3. Waiver of Subrogation** - Contractor hereby grants to County a waiver of any right to subrogation that an insurer of said Contractor may acquire against the County, by virtue of payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County received a waiver or endorsement from the insurer.

**4. Deductibles and Self Insured Retentions** - Any deductibles or self-insured retentions must be declared and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense costs within the retention.

**5. Acceptability of Insurance Carriers** - Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County. (*A.M. Best Ratings can be accessed over the internet for no cost at [www.ambest.com](http://www.ambest.com)*).

## **6. Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis then the following requirements must be met:

a.) The Retroactive Date of the policy must be shown and must be before the contract or beginning of contract work.

b) Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract work.**

c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after the completion of contract work.

**7. Verification of Coverage** - Contractor shall furnish the County certificates of insurance and original endorsements affecting coverage required by this clause. All certificates of insurance and endorsements are to be received by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled.

Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverage described herein.

**8. Subcontractors** - Contractor will require and verify that all subcontractors maintain insurance meeting all the requirements stated herein or cover subcontractors under their insurance policies. Upon request, Contractor shall provide County proof that all subcontractors are covered by their own insurance or the Contractor's insurance policies.

**9. Special Risk or Circumstances** - County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or special circumstances.

## **Attachment II**

### **Scope of Work**

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

At *(fill in the appropriate point)* prior to the end of the contract term an assessment may be made of the value of the professional services herein delineated and thus far received. At the conclusion of the assessment, it may be determined that the CONTRACTOR owes certain fulfillment and/or deliverables for which the remaining payments may be withheld up to 20% of the contract. The assessment may determine that there is additional work to be amended to this scope of work. In the event of an amendment, the CONTRACTOR shall be notified and the amendment submitted and duly authorized in accordance with COUNTY Policy and Procedure. Otherwise, pertaining to this contract's scope of work it is the CONTRACTOR's responsibility to remain within the term and amount of the contract. If the terms and/or conditions of this contract including the amounts, rates, time and/or duration are exceeded in any way without fully executed amendment, the CONTRACTOR may not be reimbursed.

*NOTE: If detail rate schedules or other documents are appropriate to the Scope of Work and separate from this Attachment II they must be stipulated in this Attachment by specific reference and thereby made part of this contract, labeled accordingly (Attachment II, Exhibit A, for whatever the appropriate specific reference, etc.). They must also be included in the pagination of this contract. Consequently, it is necessary to scan them into the body of the contract where pagination control can make them inclusive.*

#### **Duties and obligations of the CONTRACTOR:**

Since this is a professional service contract, this is the appropriate point in the contract to stipulate any subjective expectation that may be implied by their profession but once explicated become performance elements of the contract.

State all specific elements of the contract for which specific payment due as objectively as possible. Whether contract is based on hourly, daily, weekly, monthly rates; flat rate for deliverables; project milestone incremental payments; charges for use of particular (i.e., therapeutic) equipment or implements; any reports, criteria and schedule

If expenses are allowed, specify what is reasonable and/or reimbursable AND always state that expenses (unless per diem) must be preapproved and accompanied by receipts. There should be a cap to the expenses.

If "materials" are required, specify what they will (or might be) and some approximation not to exceed amount. Unless the materials are provisions of the "house" of the contractor, they will require receipts to be presented with invoice stipulating their charge.

State any circumstances under which no payment will be made.

State if payments are contingent on specific delineation on the invoice(s) such as coding or regulatory designated description.

Recommend that rates be laid out in table format if possible for clarity and ease of processing payments.

State specifically that payments stipulated are the Contractor's only compensation.

#### **Duties and obligations of the COUNTY:**

COUNTY's obligations may be:

- Make any relevant notification promptly
- Provide data promptly
- Provide schedules or set up meetings or respond to presentation of information promptly
- Pay upon provision as herein stipulated and after presentation of appropriate receipts and/or invoice.
- If possible avoid stipulating payment within specific period. If absolutely necessary state no less than 30 days and 60 days is not atypical.
- County does not pay interest or penalties.

#### **END SCOPE OF WORK**



**Attachment III**  
**TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment II – Scope of Work” which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.
3. **County Project Manager.** The COUNTY Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of COUNTY nor is the CONTRACTOR a partner or in any way directly affiliated with the COUNTY. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Ownership.** CONTRACTOR by execution of this contract acknowledges that this is a *Work for Hire* agreement and hereby grants ownership of all work performed by the CONTRACTOR under this agreement to the COUNTY. The COUNTY shall retain the exclusive right of ownership to the work, products, inventions and confidential information produced in performance of this contract for the COUNTY by the CONTRACTOR.
6. **Confidentiality.** The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:
  - a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the COUNTY and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.
  - b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.
  - c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.
  - d. CONTRACTOR agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the CONTRACTOR and included on any memory device that may be housed in a computer, or other device (such as a “PDA”) may become

subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.

7. **Termination.** This Contract may be terminated by either the COUNTY or CONTRACTOR by a thirty day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
8. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the COUNTY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the COUNTY, but excluding liability due to the active negligence or willful misconduct of the COUNTY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to COUNTY for any loss of or damage to COUNTY property arising out of or in connection with CONTRACTOR's negligence or willful misconduct.
9. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the COUNTY's funding source herein may be COUNTY, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with COUNTY, State or Federal mandates and to reimburse the COUNTY for any liability upon the COUNTY for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.
10. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to COUNTY, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.
11. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR's agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment I to this Contract.
12. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with COUNTY Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.
13. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.

14. **Contractor's Standard of Care.** COUNTY has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the COUNTY.
15. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Lassen by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
16. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Lassen by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.
17. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:
  - a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
  - b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.
  - c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
  - d. National Labor Relations Board Public Contract Code 10296.
  - e. Domestic Partners -- Public Contract Code 10295.3.
  - f. ADA 1990 42 USC 12101 et seq.
18. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Lassen.
19. **Contractor Performance and the Breach Thereof.** The COUNTY may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the COUNTY shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by the COUNTY.
20. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment III TERMS AND CONDITIONS shall prevail.
21. **No Delegation Or Assignment.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control,

operation of law or otherwise, without the prior written consent of COUNTY and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. COUNTY will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

22. **Conflict of Interest.** CONTRACTOR and CONTRACTOR'S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
- a. This contract is entered into by COUNTY upon the express representation that CONTRACTOR has no other contracts in effect with COUNTY except as described on Exhibit "A" hereto attached. Exhibit "A" is hereby made part of this contract by its reference herewith and hereby subjugated to these General Terms and Conditions (Attachment III).
  - b. CONTRACTOR understands and will adhere to the COUNTY's policy that no contracts shall knowingly be issued to any current COUNTY employee or his/her immediate family or to any former COUNTY employee or his/her immediate family until two years after separation from employment, without notifying the County Personnel Department in writing:  
Regina Schaap  
221 South Roop Street  
Susanville, CA 96130
  - c. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the County of Lassen in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the COUNTY for the advice of County Counsel on the matter prior to executing this contract.
23. **Cannon of Ethics.** CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the County of Lassen and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.
24. **Severability.** The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the contract is deemed to be invalidated.
25. **No Implied Waiver.** In the event that The COUNTY at any point ignores or allows the CONTRACTOR to break an obligation under the contract, it does not mean that COUNTY waives its future rights to require the CONTRACTOR to fulfill those obligations.
26. **Entirety of Agreement.** This contract inclusive of all Attachments herein is stipulated and made part of the contract constitutes the entire agreement between these parties.

#### END TERMS AND CONDITIONS

**ATTACHMENT IV  
PROFESSIONAL CREDENTIALS**

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.

List required and essential credentials which will be available in the contract file and may or may not be hereto attached and which may be but are not limited to:

Professional Degrees  
Licenses  
Certifications  
Bonds

Attachment V

**COUNTY OF LASSEN  
BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum (Addendum) supplements and is made a part of the contract (Contract) by and between **County of Lassen** (COUNTY), a covered entity and \_\_\_\_\_, a BUSINESS ASSOCIATE, and is effective as of the date of the Contract.

**RECITALS**

- A. COUNTY wishes to disclose certain information to BUSINESS ASSOCIATE pursuant to the terms of the Contract, some of which may constitute Protected Health Information (PHI) as defined below.
- B. COUNTY and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, the Health Information Technology for Economic and Clinical Health (HITECH) Act, Public Law 111-005, and regulations promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require COUNTY 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 ("CFR") and continued in this Addendum.

**Definitions**

(a) Unless otherwise noted, the following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

(b) Business Associate. "BUSINESS ASSOCIATE" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean \_\_\_\_\_.

(c) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the **County of Lassen (COUNTY)**.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

**Obligations and Activities of Business Associate**

BUSINESS ASSOCIATE agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Contract or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Contract;
- (c) Report to COUNTY any use or disclosure of protected health information not provided for by the Contract of

which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Reports are to be made by BUSINESS ASSOCIATE to COUNTY as follows: 1) by telephone within 24-hours of discovery of suspected breach or security incident; and 2) by written notice, in a form prescribed by the COUNTY, within three (3) business days of discovery of suspected breach or security incident.

BUSINESS ASSOCIATE agrees that COUNTY will be responsible for breach notification obligations resulting from BUSINESS ASSOCIATE'S breach of COUNTY's unsecured protected health information. BUSINESS ASSOCIATE agrees to assist COUNTY in responding to, providing notification of, and mitigating any negative consequences of BUSINESS ASSOCIATE'S breach of COUNTY'S unsecured protected health information. BUSINESS ASSOCIATE is to contact \_\_\_\_\_ at \_\_\_\_\_ regarding notifications, written communications, and breach response activities required by this Addendum.

This section shall apply only to COUNTY data under BUSINESS ASSOCIATE'S care, custody or control. BUSINESS ASSOCIATE will be responsible for breach notification obligations arising from the breach of BUSINESS ASSOCIATE'S protected health information.

BUSINESS ASSOCIATE agrees to defend, indemnify, hold harmless and release COUNTY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, arising out of or in connection with the negligent acts or omissions or willful misconduct by BUSINESS ASSOCIATE or BUSINESS ASSOCIATE'S officers, agents and employees, which results in a breach of COUNTY's unsecured protected health information;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree to the same restrictions, conditions, and requirements that apply to BUSINESS ASSOCIATE with respect to such information;

(e) Make protected health information in a designated record set available to the individual who is the subject of the protected health information or the authorized representative of the individual who is the subject of the protected health information, as necessary to satisfy COUNTY'S obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the COUNTY pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy COUNTY'S obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the individual who is the subject of the protected health information or the authorized representative of the individual who is the subject of the protected health information, as necessary to satisfy COUNTY'S obligations under 45 CFR 164.528;

(h) To the extent BUSINESS ASSOCIATE is to carry out one or more of COUNTY'S obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the COUNTY in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

#### **Permitted Uses and Disclosures by Business Associate**

(a) BUSINESS ASSOCIATE may only use or disclose protected health information as necessary to perform the services set forth in the Scope of Work included in the Contract.

(b) BUSINESS ASSOCIATE may use or disclose protected health information as required by law.

(c) BUSINESS ASSOCIATE agrees to make uses and disclosures and requests for protected health information consistent with COUNTY'S minimum necessary policies and procedures.

(d) BUSINESS ASSOCIATE may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below, to the extent those specific uses and disclosures are permitted by the Contract.

(e) BUSINESS ASSOCIATE may use protected health information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.

(f) BUSINESS ASSOCIATE may disclose protected health information for the proper management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of the 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.

(g) BUSINESS ASSOCIATE may provide data aggregation services relating to the health care operations of the COUNTY.

#### **Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

(a) COUNTY shall notify BUSINESS ASSOCIATE of any limitation(s) in the COUNTY'S notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

(b) COUNTY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

(c) COUNTY shall notify BUSINESS ASSOCIATE of any restriction on the use or disclosure of protected health information that COUNTY has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

#### **Permissible Requests by Covered Entity**

COUNTY shall not request BUSINESS ASSOCIATE to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by COUNTY. BUSINESS ASSOCIATE is permitted uses and disclosures of protected health information for data aggregation or management and administration and legal responsibilities of the BUSINESS ASSOCIATE, if such uses or disclosures are permitted by the Contract.

#### **Term and Termination**

(a) Term. The Term of this Addendum shall be effective as of the effective date of the Contract, and shall terminate concurrent with the termination of the Contract, or on the date COUNTY terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. BUSINESS ASSOCIATE authorizes termination of the Contract by COUNTY if the COUNTY determines BUSINESS ASSOCIATE has violated a material term of the Contract and BUSINESS ASSOCIATE has not cured the breach or ended the violation within the time specified by COUNTY.



(c) Obligations of Business Associate Upon Termination.

Upon termination of the Contract for any reason, BUSINESS ASSOCIATE shall return to COUNTY (or, if agreed to by COUNTY in writing, destroy) all protected health information received from COUNTY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of the COUNTY, that the BUSINESS ASSOCIATE still maintains in any form. BUSINESS ASSOCIATE shall retain no copies of the protected health information.

If returning or destroying COUNTY protected health information is not feasible, and retention has been approved by the COUNTY in writing, or if the Contract authorizes BUSINESS ASSOCIATE to use or disclose protected health information for its own management and administration or to carry out its legal responsibilities and the BUSINESS ASSOCIATE needs to retain protected health information for such purposes after termination of the Contract, the following shall apply:

Upon termination of the Contract for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from COUNTY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of COUNTY, shall:

1. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to COUNTY (or, if agreed to by COUNTY in writing, destroy) the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
4. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained, and subject to the same conditions which applied prior to termination;
5. Return to COUNTY (or, if agreed to by COUNTY in writing, destroy) the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities; and
6. BUSINESS ASSOCIATE shall obtain and return to COUNTY (or, if agreed to by COUNTY in writing, destroy or ensure the destruction of) all COUNTY protected health information created, received or maintained by any of BUSINESS ASSOCIATE'S subcontractors.

(d) Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of the Contract.

**Miscellaneous**

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum.

County of Lassen– Covered Entity

– Business Associate

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

**EXHIBIT B  
Staffing Plan**

Lassen County Requested Staffing Pattern--July 1, 2014-June 30, 2019

*Minimum POSITION Title	HOURS PER DAY							HRS/WK
	Su	Mo	Tu	We	Th	Fr	Sa	
<b>JAIL-Adult</b>								
Charge - RN		7-3	7-3	7-3	7-3	7-3		40
LVN / RN	7-3						7-3	16
LVN	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56
Dentist								
Dental Assistant								
Medical Clerk / Discharge Planner								40
<b>Juvenile Hall</b>	All Juvenile hall staffing handled as needed by personnel assigned to county jail							
<b>Services to Both Facilities</b>								
Physician – Medical Director	As	needed						
Mental health therapst	As	needed						
Psychiatrist	As	needed						
Mental Health -on call	24/7	24/7	24/7	24/7	24/7	24/7	24/7	on call
Medical Provider-on call	24/7	24/7	24/7	24/7	24/7	24/7	24/7	

\*Min pos. title means a request for an LVN, for example, could be filled with an RN

## Exhibit C

### Lassen County Jail

## Medical inventory

Item	Amount	
Nebulizer machine	2	
Oxygen lines	1	
Nasal Cannula line	1	
Blood sugar testers	6	
Test strips	1 container	
Catheter bags	5	
catheter tubes	7	
CPR Mask	1	
Bio-Hazard fridge	1	
Sharps Containers	4	
Exam Bed	1	
Weight/Height scale	1	
Biohazard Garbage	3	
Exam Tray	1	
Blood Pressure Cuff	2 Manual	2 Automatic
Stethoscope	3	
Ultrasound Stethoscope	1	
Thermometer	1	
Oxygen Reader	1	
Medical scissors	2	
Reflex	1	
Chairs	5	
New needle tester containers	2	

# Exhibit C Continued

## Inventory of equipment in Medical Equipment at Juvenile Hall

- 1 Temperature thermo scan made by Braun
- 2) sphygmomanometer-Blood pressure cuffs made by Reli on
- 1) sphygmomanometer blood pressure cuff made by Labtron
- 1) replacement sleeve for large adult blood pressure cuff
- 1) Otoscope with attachments 4.25 tip
- 4) Freestyle glucose in blood test kits
- 1) Omron Magnivision electric magnifying glass with charger
- 1) Respironics Nebulizer system
- 1) Babinski reflex hammer
- 1) portable floor heater
- 1) Ceca floor/wall weight and height scale
- 1) exam table
- 2) pair of crutches
- 1) Wheelchair
- 1) 4 drawer file cabinet
- 1) small refrigerator
- 1) two step stool