

**COUNTY OF ALAMEDA  
MEDICAL SERVICES AGREEMENT**

This Agreement, and the Medical Services Interim Agreement, for Master Contract No. 900324 (Procurement No. 3459, Purchase Order No. SHERF-0000005496), ( said interim agreement, dated 9/17/08, is for the time period from the end of the last Agreement (Contract No. 10123/EP/03) July 1, 2008 to October 31, 2008), are made and entered into effective the first day of July, 2008, by and between the County of Alameda (hereinafter referred to as the “**County**”) and Prison Health Services, Inc. (hereinafter referred to as “**PHS**” or “**Contractor**”) for the provision of health services to inmates in the custody of the Alameda County Sheriff’s Office (hereinafter referred to as “**ACSO**”). County and PHS are deemed to be “the parties”.

**WITNESSETH**

Whereas, **County** desires to procure comprehensive professional medical, pharmaceutical, dental and similar inmate medical services and related administrative services of **PHS** which are more fully described in the Exhibits hereto (“Comprehensive Inmate Medical Services”); and

Whereas, **PHS** is professionally qualified to provide such services and is willing to provide same to **County** under the terms and conditions set forth herein;

Now, therefore, in consideration of the promises and agreements hereafter set forth, the parties agree that **County** does hereby retain **PHS** to provide inmate medical services, and **PHS** accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit A-1 Description of Services
- Exhibit A-2 Scope of Work
- Exhibit A-3 Staffing Patterns
- Exhibit A-4 Electronic Medical Records
- Exhibit A-5 General Environmental Requirements
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E Contract Compliance Reporting Requirements
- Exhibit F The “Scope,” “Specific Contractor Requirements,” and “Deliverables/Reports” sections within **County’s** Request for Proposal No.900324 (RFP)

Exhibit G The "Executive Summary," "Description of the Proposed Services,"  
"Implementation Plan & Schedules," and "Bid Form/Pricing" sections of  
PHS' Proposal dated December 7, 2007

The effective date and term of this Agreement shall be from July 1, 2008 through June 30, 2011. Upon mutual written agreement of the parties, the contract may be renewed for two additional one year periods.

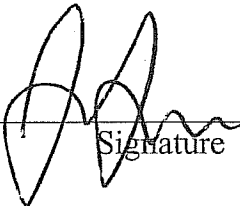
The compensation payable to Contractor shall not exceed Seventy Seven Million Six Hundred Forty-Four Thousand Six Hundred Twenty Three Dollars (\$77,644,623.00), including the spent amount paid to PHS for the period of July 1, 2008 through October 31, 2008 of Seven Million Nine Hundred Sixty Five Thousand Two Hundred Sixty Six and 68/100 Dollars (\$7,965,266.68), for the term of this Agreement.

The compensation payable to Contractor's sub-contracted pharmacy provider, Maxor CPS, shall not exceed Nine Million Dollars (\$9,000,000.00), including the spent amount paid to Maxor CPS for the period of July 1, 2008 through October 31, 2008 of Eight Hundred Thousand Dollars (\$800,000.00), for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

PRISON HEALTH SERVICES, INC.

By:   
Signature

By:   
Signature

Name: John Glann  
(Printed)

Name: Richard Hill  
(Printed)

Title: Purchasing Agent

Title: President & CEO

Date: 12/8/08

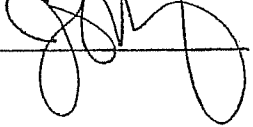
Date: 11/25/08

Approved as to Form:

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

By:   
County Counsel Signature

APPROVED AS TO FORM  
by LEGAL DEPT.



## GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** As referred to in this Agreement, "PHS" refers not only to the named corporation but to its officers, employees and agents. No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform its said work and functions at all times in strict accordance with currently approved methods and practices in its health care field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the highest professional and accreditation standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor or any of its officers, employees, subcontractors, or agents is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors,

employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except to the extent such Liabilities are caused by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE:** Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor and services for this Agreement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing

bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death or serious personal injury occurs to Contractor's employed or contracted staff or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff was involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency; and,
  - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specifications, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Notwithstanding anything in this Agreement to the contrary, the term Documents and Materials shall not include PHS forms and other tangible work product or materials prepared or developed by PHS as part of its general business operations and not specifically for the subject matter of this Agreement.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated

into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. Notwithstanding any other language in this Agreement to the contrary, the County's rights under this Paragraph 11 shall not extend to any computer software or web-based applications owned or otherwise used by PHS, its agents, employees or subcontractors to create such Documents and Materials. The County agrees that Catalyst™, PHS' web-based electronic health record, its underlying source code, application, information and materials are proprietary to PHS. PHS shall retain sole ownership and all rights, title and interest in and to Catalyst and its underlying source code, application, information and materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

**Personal delivery:** When personally delivered to the recipient, notices are effective on delivery.

**Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

**Overnight Delivery:** When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. **Telex or facsimile transmission:** When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party



giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

**To the County:** Alameda County Sheriff's Office  
**Gregory J. Ahern, Sheriff/Coroner**  
1401 Lakeside Drive, 12<sup>th</sup> Floor  
Oakland, CA 94612

**and** Alameda County Sheriff's Office  
**Commander, Detentions & Corrections Division**  
1401 Lakeside Drive, 12<sup>th</sup> Floor  
Oakland, CA 94612

**and** **Clerk, Alameda County Board of Supervisors**  
1221 Oak Street, Suite 536  
Oakland, CA 94612

**and** **County Administrator**  
1221 Oak Street, Suite 555  
Oakland, CA 94612

**To PHS:** **Prison Health Services, Inc.**  
105 Westpark Drive, Suite 200  
Brentwood, Tennessee 37027  
Attn: President with cc to General Counsel

**and** **Prison Health Services, Inc.**  
1150 Ballena Boulevard, Suite 200  
Alameda, CA 94501  
Attn: Health Services Administrator

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
  - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
  - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - f. The Contractor shall include the provisions set forth in paragraphs a through e (above) in each of its subcontracts.
16. DRUG-FREE WORKPLACE: Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S.C. § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee or subcontractor or agent of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility

or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** This Agreement may be terminated without cause by either party upon at least one hundred twenty (120) days prior written notice in accordance with the

notice section of this Agreement. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Comprehensive Inmate Medical Services shall not exceed \$77,644,623 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:** PHS currently subcontracts with *PHS Medical Corporation PC* (1150 Ballena Blvd., Ste 200, Alameda, CA 94501, Young S. Kim MD, Principal), *J.C.L. Print Associates* (555 Peters Avenue #260A, Pleasanton, CA 94566, Jeffrey Lenchi, Principal) and *PickPoint Corporation* (4234 Hacienda Drive #101, Pleasanton, CA 94588, Kevin Delaney, Principal) for services to be provided under this Agreement in an aggregate amount of at least thirteen percent (13%) of the available SLEB dollars for this contract value with the exception of expense payments going to local, community based hospitals for inpatient care, emergency room services, and specialty clinics, and outside physician and specialized professional services, accounting for 11% of total costs; salaries and benefits for staff working directly at the jail estimated at 31%; and direct purchases of psychotropic drugs by Behavioral Health Care Services (**BHCS**) equal to approximately 11% for this Agreement. PHS will continue their efforts to maximize payments for expenses to SLEB(s), and to work with GSA-Purchasing and the Office of Acquisition and Policy (OAP) to identify certified businesses for 20% SLEB participation under this Agreement in accordance with County's Small and Emerging Local Business provision.

Participation of a small and/or emerging local business must be maintained for the term of this contract. Contractor shall not substitute the small and/or emerging local business(s) listed in this agreement without prior written approval from the County. County will be under no obligation to pay contractor for the percent committed to a small and/or local business if the work is not performed or not performed by the listed small and/or emerging local business. Said requests to substitute a small and/or emerging local business shall be submitted in writing. Contractor shall not substitute the subcontractor(s) without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance Officer.

Contractor shall provide SLEB utilization reports when invoicing the County utilizing the Alameda County Compliance System. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the County web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System.

Contractor questions regarding utilization of the Alameda County Contract Compliance System are to be directed to the Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org) if you have any other questions regarding utilization of the Alameda County Contract Compliance System.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
22. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
25. **HEADINGS:** The headings are for convenience of reference only and shall in no way affect interpretation of the Agreement.
26. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

28. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval of the facility Commanding Officers for Santa Rita Jail and Glenn E. Dyer Detention Facility.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Contractor shall only use the subcontractors agreed to in writing by the County and shall not substitute subcontractors without County's prior written approval.
  - c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), Conflict of Interest (Paragraph 12), Audits; Access to Records (Paragraph 17); Documents and Materials (Paragraph 18) Termination (Paragraph 20) and Patent and Copyright Indemnity (Paragraph 33) shall survive termination or expiration.
31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold

harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend County pursuant to this Section 32 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
  - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
  - c. Notwithstanding this Section 32, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
33. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
34. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
35. TRANSITION: In the event that the provider of Medical Services to County inmates changes for any reason including but not limited to termination of the Agreement, PHS shall be responsible for ensuring that the management, operational, and reporting responsibilities for healthcare services are transferred as smoothly as possible to any succeeding contractor providing comprehensive inmate medical services to the County. PHS agrees to cooperate fully with the County and any other succeeding contractor during the transition. PHS and County will establish a transition team composed of appropriate medical and jail staff personnel, including Medical Records and clinical representatives,

PurBoardApPO No. \_\_\_\_\_ Procurement Contract No. \_\_\_\_\_ Master Contract No. 900324

and Medical Physician, and Dr. Benton. The transition team will follow a transition checklist approved by the County. PHS will cooperate fully with the subsequent vendor in effecting a smooth transition.

In addition thereto, PHS will allow their medical personnel to apply for transfer to the new provider without penalty or payment of a finder's fee, or any other fee, assessment or charge of any nature, assessed to either new provider, **ACSO**, or County resulting from such transfer of personnel.

[END OF GENERAL TERMS AND CONDITIONS]



## EXHIBIT A

### DEFINITION OF SERVICES

1. **Prison Health Services, Inc. (PHS)** shall provide contracted Comprehensive Inmate Medical Services at Alameda County Santa Rita Jail (SRJ), 5325 Broder Boulevard, Dublin, California 94568, and at the Glenn E. Dyer Detention Facility (GEDDF) 550 – 6<sup>th</sup> Street, Oakland, California 94607 (collectively “the Facilities”), in accordance with the General Terms and Conditions, Exhibit A-1, “Description of Services”, Exhibit A-2, “Scope of Work”, the “Scope,” “Specific Contractor Requirements,” and “Deliverables/Reports” sections within County’s Request for Proposal No.900324 (RFP), collectively Exhibit F, and the “Executive Summary,” “Description of the Proposed Services,” “Implementation Plan & Schedules,” and “Bid Form/Pricing” sections of **PHS’** Proposal dated December 7, 2007, collectively, Exhibit G.
  - a. In the event of any conflict (direct or indirect) among any of the above-referenced documents, the following order of precedence shall apply: (i) the General Terms and Conditions, (ii) Exhibit A-1, (iii) Exhibit A-2, (iv) Exhibit G and (v) Exhibit F. To the extent the General Terms and Conditions, Exhibit A-1, and Exhibit A-2 are silent as to any particular matter or service, Exhibit G shall control.
2. All licenses necessary for **PHS** to render medical and health services as provided by this Agreement shall be maintained throughout the term of this Agreement by **PHS**, its staff members, and subcontractors participating in this Agreement. Such failure to maintain or the revocation or non-renewal of any said license will be grounds for termination of this Agreement by County.

**PHS** must maintain and or comply with all accreditations deemed appropriate by **ACSO**, including, but not limited to the American Correction Association (ACA), the National Committee on Correctional Health Care (NCCHC), and Commission on Accreditation for Law Enforcement Agencies (CALEA) throughout the term of the Agreement.
3. **PHS’** project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Bill Wilson

Health Services Administrator &  
Regional Manager

Rod Holliman

Group Vice President

**PHS** agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of **PHS** no longer be employed by **PHS** during the term of this Agreement, **PHS** shall make a good faith effort to present to County an individual

PurBoardApPO No. \_\_\_\_\_ Procurement Contract No. \_\_\_\_\_ Master Contract No. 900324

with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

4. The approval of **County** to a requested change shall not release **PHS** from its other obligations under this Agreement.

## EXHIBIT A-1

### DESCRIPTION OF SERVICES

- A. The **County** reserves the right of prior and continuing approval of all personnel who work in the Facilities, either as an employee of **PHS** or under contract or subcontract with **PHS**. **PHS'** employees and subcontractors (including candidates referred through the First Source program) working at the Detention and Correction facilities must be able to pass, to the satisfaction of Alameda County Sheriff's Office (**ACSO**), a security and background check to be performed by **ACSO**. This provision shall also pertain to any small and/or emerging local business participating in this contract for the term.

In addition to the **ACSO** background check, **PHS** will continue to offer a new hire background check procedure for licensed nursing staff (RNs and LVNs) and Administrators at the **ACSO** Detention and Correction Facilities at no additional cost to the **County**. In no way does this procedure replace or duplicate the criminal record or other background checks that the **ACSO** will perform for facility security clearance purposes.

**PHS** shall, at the written request of **ACSO**, replace any personnel, agent, representative, contractor, subcontractor, or the employees of any agent, representative, contractor or subcontractor of **PHS** for any reason, with or without cause.

1. The **County** shall have the right to screen all health care personnel to assure such personnel will not constitute a security risk to the Facilities.
2. **PHS** shall warrant that all personnel employed in the performance of this Agreement, whether they be **PHS** personnel or that of any **PHS** agent, representative, contractor or subcontractor, possess the required expertise, skill training, licensing, and professional competence to perform their duties.

Under the terms of this Agreement a "meet and confer" process between the parties is required for appointment of any regional **PHS** key personnel to a capacity directly involved in the administration or support of this Agreement. The **County**, in its sole discretion, has the right to ultimately reject a selected **PHS** administrative candidate.

- B. **County Behavior Health Care Services (BHCS)** staff shall be responsible for mental health care after intake screening, and for crisis intervention, ongoing

counseling and care. **BHCS** psychiatrists will also prescribe psychotropic medications for their clients housed at the County detention facilities. **BHCS** will provide and pay for the psychotropic drugs to be dispensed by Maxor Correctional Pharmacy Services (**Maxor CPS**), **PHS**' subcontracted pharmacy provider. **BHCS** is financially responsible for offsite inpatient and outpatient mental health and psychiatric care for **ACSO** inmates.

- C. **PHS** shall provide an annual report no later than January 31<sup>st</sup> of each year for the previous calendar year of the Agreement to **County and ACSO** of its compliance with current California laws, regulations and codes relating to the Detention and Corrections Facilities Medical Programs at the Facilities. This report will summarize the prior calendar year's health care activities and make the Sheriff aware of upcoming goals and objectives for the detention Facilities and plans for meeting those goals and objectives. This report is given to the Sheriff's Command Staff.
- D. **PHS** will apply a proactive management approach ensuring a mechanism for ongoing communication between health care staff and the **ACSO** correctional professionals. **PHS** administrative leadership will continue to look for ways to improve operational efficiency, cost accountability and responsiveness to the inmates and **ACSO**.
- E. **PHS**' Contract Administrator:
1. **PHS** shall work under the auspices of the **ACSO**, and the Contract Administrator, currently referred to as the **PHS** Liaison Lieutenant and **PHS** Liaison Sergeant, will be under the **ACSO** Commander of the Detention and Corrections Division.
  2. The Detention and Corrections Division Commander shall select a Contract Compliance Officer (**ACSO** Project Officer) who shall have responsibilities to include, but not be limited to:
    - a. Contract compliance
    - b. Fiscal Considerations
    - c. Liaison with **Provider (PHS)** and respective County agencies, and
    - d. Protocol development assistance
- F. **PHS** shall provide a qualified (Board Certified) physician (currently, Dr. Harold Orr) designated as Medical Director or lead physician for the Services in this Agreement. Specialty certification shall be in the field of internal medicine, family practice, or emergency room (ER) medicine. Alternatively, **PHS** may propose a

“Board Eligible” physician or a physician with specialty experience equivalent to that of a Board Certified physician, either of which will be subject to the approval of ACSO, which may be accepted as Medical Director or lead physician in the sole discretion of ACSO.

The PHS Medical Director is responsible for overall health care delivery for the Facilities. He or she must maintain current licenses and credentials to provide services in the State of California.

The PHS Medical Director must provide written notification to the Command Staff prior to any scheduled time away from the Facilities due to vacations or illness. The notice will include the name of the alternate physician to act on behalf of the PHS Medical Director during his/her absence(s) from the Facilities pursuant to PHS’ staffing coverage plan set forth in Exhibit A-3 Staffing Patterns.

Designated clinical full time equivalents (FTE’s) shall be maintained at all times in accordance with at least the Minimum Performance Levels described in Section F.1. of Exhibit A-2 (i.e. should a person go on vacation they must be replaced by comparable staff). Staffing plans may include consideration for a relief factor for practitioners, but they are to be maintained in accordance with at least the Minimum Performance Levels set forth in Section F.1. of Exhibit A-2. There shall be one senior clinical staff member at each facility that shall be designated as the contact person for the Commanding Officer of each facility and shall have decision-making authority. For purposes of this Agreement, the term “senior clinical staff member” shall be a staff member with the qualifications of a registered nurse or higher.

- G. Any new medical programs or other changes in the provisions of services required by this Agreement, proposed to be implemented after the date of this Agreement, shall be reduced to writing and shall be undertaken only upon the mutual agreement in writing by the County and PHS. Should a decision be made to increase the scope of services in this Agreement, the County and PHS shall mutually agree in writing to an adjustment in the cost of this Agreement, if any, to be paid by the County to PHS. However, PHS shall bear all of the non-capital costs of any new program(s) required to be implemented by PHS to comply with the provisions of the contract compliance standards, and the County shall bear any applicable capital costs.
- H. Security of Jail and Inmates:
  - 1. PHS shall have no responsibility for the physical security of the Facilities, or for the continuing custody of inmates, which shall be the responsibility of County personnel. All PHS staff shall observe all applicable ACSO policies and procedures concerning the operation of the Facilities. If any

recommendation by **PHS** RN or doctor in charge for healthcare services for any individual inmate or group of inmates, including but not limited to transfers to health care facilities, should not be carried out by **ACSO** for any reason, **PHS** shall thereby be released from all responsibility, for any harm or damage to that individual or group, resulting from the refusal of **ACSO** to comply with the RN (designated as the medical person in charge of the affected facility) or doctor's recommendation(s).

2. **ACSO** agrees not to confine any person in a hospital or OPHU for disciplinary reasons.

I. In providing services to County, **PHS** must only employ medical, nursing, clinical and administrative personnel who are certified and licensed by the appropriate certification and/or licensing board, as required, by the State of California.

**PHS** will ensure that its professional health care employees at the **ACSO** are credentialed, maintain all required licenses, and have access to Continuing Education Units (CEU) to continually update their skills and knowledge to meet California specific requirements.

During the term(s) of this Agreement with annual updates, **PHS** must maintain a record of each professional health care employee at the **ACSO** to include the following information:

1. Employee Name
2. Employee's position
3. Date of Current certification or license and expiration date
4. Continuing Education Units

## EXHIBIT A-2

### SCOPE OF WORK

#### A. PHS' RESPONSIBILITIES FOR INMATES AND SERVICES

Healthcare Services provided by PHS are intended only for those inmates actually remanded into custody and/or booked into the Facilities and/or otherwise committed to the Facilities, whichever occurs first, including inmates under guard in outside hospitals if arraigned or committed to the ACSO's custody. Such inmates shall be included in the daily population count.

1. PHS becomes responsible for the medical care of an inmate when the Health Services Director or Medical Director of PHS has been notified that an inmate has been remanded or arraigned and/or otherwise committed to the custody of ACSO, or when physically booked into any of the Facilities, whichever first occurs.
2. Inmates on any sort of "temporary release" including, but not limited to, inmates temporarily released for the purpose of attending funerals or similar family emergencies, inmates on escape status, inmates on pass or parole who **do not return** to the Facilities, and inmates assigned to the Electronic Surveillance Program, will not be included in the daily population count, and shall not be the responsibility of PHS with respect to the payment or furnishing of Healthcare Services.
3. Inmates who become ill or are injured while on "temporary release" (to attend an outside program, funeral, etc) and who receive treatment outside the Facilities will not be the financial responsibility of PHS with respect to the costs of services provided by others (including County facilities) relating to that particular illness or injury. The costs incurred by PHS for providing services for such inmates, once the inmate is returned to the facility, are the financial responsibility of PHS. Other illnesses and injuries for such inmates shall be the financial responsibility of PHS.
4. Inmates in the custody of other police or penal jurisdictions are likewise excluded from the population count, and are not the responsibility of PHS for the furnishing or payment of Healthcare Services, unless and until they are initially booked into a Facility or returned to the custody of ACSO.
5. It is understood and agreed that PHS shall be the sole supplier and coordinator of all medical programs for the Facilities, and as such, shall have the authority and responsibility for the implementation, modification

and continuation of any and all health care programs for the Facilities within the requirements of this Agreement. "Modification" is defined as any alteration in an existing service or program that does not require additional staffing, funding or facilities or does not modify the terms of this Agreement.

**B. HEALTHCARE SERVICES REQUIREMENTS**

1. Maintenance of Accreditations:

- a. **PHS** shall assist the **ACSO** with any changes, updates or compliance changes in accordance with the standards of the accrediting agencies identified by the **ACSO** for the entire duration of this contract. For purposes of this Agreement, the accrediting agencies currently identified by **ACSO** include the ACA, NCCHC, and CALEA.
- b. **PHS** shall submit an annual Compliance Report by no later than March 1 of each year to **ACSO** on all applicable PHS and PHS medical staff, and subcontractors (if applicable) certifications, accreditations and licenses during the life of this contract. PHS shall maintain a file of all certifications, accreditations and licenses of applicable PHS and PHS medical staff at both facilities.

2. **PHS** will provide the following services (medical, nursing, dental, pharmacy, laboratory, radiology, and dialysis). Specific services provided by PHS to County shall include, but may not be limited to:

- a. Intake health screening
- b. Health appraisals
- c. Sick call
- d. Physician services
- e. Maintenance of medical records
- f. Procedures manual(s)
- g. Food services – special diets
- h. Health screening – inmate workers
- i. Consulting medical specialties



- j. Emergency services
- k. Out patient Services
- l. Dental services
- m. Prenatal/pregnancy services
- n. Prosthesis/glasses
- o. Hospital care
- p. Pharmaceuticals
- q. Ancillary services
- r. Detoxification
- s. Ambulance Transportation (as specified in Section B.3.o. herein)
- t. Quality assurance
- u. Statistics and record keeping, and
- v. Health education/family planning/social services

3. Description of Health Care Services Program: **PHS** shall provide the following accredited health care services:

- a. ***Intake Health Screening.*** Receiving screening must be performed for all inmates by a licensed registered nurse (RN) or an LVN under the supervision of an RN, at the time of booking at the Santa Rita Jail and Glenn E. Dyer Detention Facility. Except in emergencies, there must be no gaps in nursing staff for lunch or rest breaks during the Intake, Transfer and Release (ITR) process. Mandatory tuberculosis testing is begun at this point of contact in accordance with State and local standards. **PHS** intake staff must be trained by Criminal Justice Mental Health Staff in screening for mental health conditions. Criminal Justice Mental Health must provide **PHS** a copy of the intake pre-screening procedure for mental health issues and referrals on-site at each Facility for reference by **ACSO** and PHS medical staff.
- b. ***Fourteen (14) Day Health Appraisal.*** This examination (history and physicals) is for all inmates coming into the Sheriff's custody

and must be completed within the first 14 days of their incarceration in order to be in compliance with applicable standards of the accrediting agencies identified by the ACSO. The PHS 14 day Health Appraisal includes a mental health assessment. Criminal Justice Mental Health staff will be responsible for training PHS medical staff in the performance of the mental health assessment portion of the 14 day Health Appraisal. PHS will provide this service to meet the standards of the accrediting agencies identified by the Alameda County Sheriff's Office.

- c. ***Sick Call.*** Inmates shall be allowed access to essential health care services at all times. At a minimum, a licensed nurse or physician shall attend Sick Call held Monday through Friday at Santa Rita Jail, and Monday through Friday at the Glen E. Dyer Detention facility subject to ACSO staffing and deputy availability. Additional Sick Call hours may be added as required.
- d. ***Food Services – Special Diets:*** PHS shall adhere at minimum to the medical dietary standards which are outlined in Title 15, Section 1248 or any supercession thereof. Currently the Foodservice provider provides a registered dietician who oversees the dietary requirements of the inmates at both Facilities.
- e. ***Health Screening – Inmate Workers:*** PHS shall provide health screening, including appropriate lab work, for inmate food workers and other inmate workers as required.
- f. ***Consulting Medical Specialties:*** PHS shall make both arrangements and payments for all consulting medical specialty services and special medical equipment (i.e. braces, crutches, etc.). Special medical equipment shall be defined as durable medical equipment (DME) as set forth under Medicare Part B plans and includes, but is not limited to diabetic supplies, canes, crutches, walkers, commode chairs, home type oxygen equipment, hospital beds, seat lift mechanisms, traction equipment, etc., excluding wheelchairs.

As further defined, DME is equipment which 1) can withstand repeated use, 2) is primarily and customarily used to serve a medical purpose, 3) is generally not useful to a person in the absence of illness or injury, and 4) is appropriate for use in the inmates housing area. The use of any DME within the Facilities will be with the approval of the Alameda County Sheriff's Office.

- g. ***Emergency Services:*** PHS shall be responsible for all emergency services provided on-site, or off-site, including payment for such services. This shall include both medical and dental services.
- h. ***Outpatient Housing Unit (OPHU):*** Beds available for use in this area include up to twenty-five (25) beds in twenty (20) rooms at Santa Rita Jail. Operations of the Outpatient Housing Units (OPHU) shall include:
- 1) Physician on call twenty-four (24) hours per day; physician is only called when there is no doctor on-site
  - 2) Physician on premises eight (8) hours per day, forty (40) hours per week, Monday through Friday
  - 3) On-site supervision in the OPHU by a licensed registered nurse (RN) on a twenty-four (24) hour seven (7) day per week basis
  - 4) Twenty-four (24) hour nursing services, seven (7) days per week at the levels set forth in Section F.1. of this Exhibit
  - 5) Copy of OPHU Manual shall be available on-site
  - 6) Separate individual and complete medical record kept for each inmate
- i. ***Dental Services:*** PHS shall provide emergency, medically necessary and non-emergency dental services, including but not limited to extractions. Dental services five (5) days a week for at least forty (40) hours per week at Santa Rita Jail. One day will be designated for transfer of Glenn Dyer Detention Facility inmates to be transported to Santa Rita Jail for dental services.
- j. ***Special Needs of Pregnant and Postpartum Women:*** Provision shall be made to care for the special needs of pregnant and postpartum women. The required services shall include, but are not limited to:
- 1) Screening and testing for pregnancy at the time of booking the inmate into the Detention and Correction facility
  - 2) Continuation of the currently used Pregnant Female Protocols for use by custodial and health care staff

- 3) Referrals to and coordination with a community based methadone treatment program experienced in the special needs of pregnant/postpartum clients
- 4) Prenatal education and counseling, and
- 5) Establishment by PHS of written agreements with appropriate health care professionals to assure the continuous availability of the full range of routine and emergency obstetrical services including management by the appropriate health care professional of high risk conditions.

**PHS** shall evaluate pregnant women with histories of drug dependency on-site immediately and shall refer them within four (4) hours for high risk obstetrical evaluation. **PHS** shall coordinate and pay for enrollment and assessment services of pregnant opiate addicted women for methadone maintenance programs.

In addition, **PHS** shall provide on-going staff training programs as required by law or accreditation standards, particularly with regard to:

- Development of regular training schedules for medical staff on pregnancy issues.
- Development of training program for review of medical protocol for pregnant inmates.

- k. **Family Planning Services:** **PHS** shall be responsible for providing family planning services pursuant to Penal Code Sections 3409, 4023.5 and other applicable laws.
- l. **Female Inmates Rights Plan:** **PHS** is required to meet the requirements of the Reproductive Privacy Act (Jan. 1, 2003), as well as all rights required under law.
- m. **Prosthesis/Glasses:** **PHS** shall provide and pay for medically required medical and dental prostheses and eye glasses.
- n. **Hospital Care:** **PHS** shall be responsible for arranging and paying for all inpatient and outpatient treatment following inmate booking.
  - 1). With the exception of emergencies or unavailability of specific services, hospitalization for the acute care needs of all incarcerated inmates is currently contracted for by **PHS**

at Alameda County Medical Center (ACMC), Highland Hospital located in Oakland.

- 2). Acute mental health care for all inmates is provided by **BHCS** through an outside services provider. If ACSO develops an Acute Psychiatric Unit on site PHS will negotiate in good faith with the **County** to provide any non-routine medical services to those inmates in the proposed unit that go beyond the baseline medical services provided to all other inmates under the ACSO's jurisdiction.
  - 3) Emergency care for Santa Rita Jail inmates is currently provided by Alameda County Medical Center, Valley Care Medical Systems, or Eden Medical Center. . Emergency Room care for Glenn E. Dyer inmates is currently provided by ACMC Highland Hospital.
- o. **Transportation:** PHS shall be responsible for arranging and paying for necessary ambulance transportation provided by American Medical Response (AMR) or its successor. Transportation by automobile shall be the responsibility of **ACSO**. PHS shall maintain transportation policies and procedures for appropriate modes of transportation jointly developed by ACSO and PHS to be kept on-site.
- p. **Pharmaceuticals:**
- 1) **PHS** is responsible for the provision of pharmacy services at both Facilities and may subcontract with Maxor Correctional Pharmacy Services (Maxor CPS) to provide pharmacy services.
  - 2) **PHS** shall provide an on-site pharmacist at the Santa Rita Jail Facility who is duly licensed in the State of California and has correctional experience. The Pharmacist must be on-site filling prescriptions. A fax/fill system is not acceptable at the Santa Rita Jail. The Pharmacy shall be open with a Pharmacist on-site Monday through Friday from 7:00 a.m. to 5:00 p.m. After hours and on weekends, a pharmacist shall be on-call 24/7 and must come into the facility as needed. The fax/fill system will continue at GEDDF unless and until changed by written agreement of the parties.
  - 3) **PHS** shall, in addition, establish a pharmaceutical and therapeutics (P & T) committee to review inventory and

control management for all drugs. A pharmacist, duly licensed by the State of California, shall be a member of this committee.

- 4) **Maxor CPS** shall work in collaboration with **BHCS** and/or their contracted mental health services Provider when ordering, dispensing, billing and reviewing documents of the psychotropic medicines for all inmates in **ACSO** Detention and Corrections Facilities.
  - 5) **County** shall be responsible for providing all eligible HIV medication established by the AIDS Drug Assistance Program to eligible inmates in accordance with State regulations.
  - 6) **Maxor CPS** shall utilize pill cups that can be composted (for example, paper), or utilize a system whereby pill cups are reused resulting in a reduction in solid waste generation.
- q. **AIDS: PHS** shall cooperate with the Alameda County AIDS Task Force in continuing with AIDS education in the Detention and Correction Facilities. AIDS/HIV testing shall be provided as clinically indicated within current community standards or upon inmate request pursuant to Labor and Health and Safety Codes. All testing shall be done in accordance with California State law.
- r. **Ancillary Services: PHS** shall be responsible for laboratory, x-ray and dialysis and other ancillary services as required. Ancillary services can be performed off-site but preferably will be performed on-site. All applicable licensure requirements shall be met prior to the start of the Contract. A written list with the names, years of experience and types of license held for persons who will be providing these services will be maintained and available to the **ACSO** upon request. PHS will not be responsible for the costs of dialysis services to inmates in the custody of ACSO but under the jurisdiction of the US Marshal's Service.
- s. **Training and Education: PHS** shall continue to provide a program or programs of continuing education that meet or exceed accreditation standards and/or are required by law for its health care staff annually, and shall provide the **County** with a copy of its training program annually.
- t. **Detoxification Services from Drugs and Alcohol:**

- 1) **PHS** shall provide detoxification services at the Facilities in accordance with the standards of the accrediting agencies identified by the Alameda County Sheriff's Office. **PHS** shall be responsible for providing a methadone detoxification program and for obtaining all licenses necessary to operate the program.
  - 2) **PHS** shall assure that arrangements are maintained whereby pregnant women with histories of drug dependency are evaluated on-site by registered nurses immediately and referred within four (4) hours for high risk obstetrical evaluation. **PHS** shall coordinate and pay for enrollment and assessment services of pregnant opiate addicted women for methadone maintenance programs.
- u. ***Suicide Prevention Program:*** **PHS** is responsible for ensuring there is a suicide prevention program in place. **BHCS** is the lead agency in this program and provides a chairperson for the Suicide Prevention Meeting. **ACSO**, **PHS**, and **BHCS** shall work in collaboration to provide prescreening and crisis intervention, and shall review issues related to suicide prevention, and the resolution of problems in accordance with applicable standards of the accrediting agencies identified by the Alameda County Sheriff's Office.
- v. ***Quality Assurance / Oversight / Reporting:***
- 1) **PHS** shall cooperate fully with County Quality Assurance Program, the Adult Inmate Medical Services Medical Review Panel (AIMS Panel) and County Criminal Justice Oversight Committee, which have been designated as advisory to the Board of Supervisors (Board) with regard to criminal justice medical services.
  - 2) **PHS** shall participate as requested on service related **County** committees, and shall promptly comply upon receipt of requests for service information and statistics by the County Quality Assurance Program and Criminal Justice Medical and Mental Health Committees. **PHS** shall forward in writing the requested information to the **ACSO** for review.
  - 3) **County**, at its own expense, shall contract with an independent neutral third party experienced in medical quality assurance reviews. This third party Contractor will conduct monthly review audits of inmate medical records for treatment of medical conditions in order to evaluate the timeliness of

care, appropriateness of assessment, treatment, type of provider and level of care using sampling techniques mutually agreed upon by **County, PHS** and the third party medical reviewers.

The third party reviewers shall act in an advisory capacity only and are not granted any rights of contract enforcement. Currently the **ACSO** is using American Health (**AH**) as its third party Contractor. The role of **AH** is to review medical records and look for discrepancies in record keeping, diagnosis, or prognosis as it refers to treatment.

**The audits completed by the third party medical auditor shall include, but not be limited to:**

- a) Master Problem List;
- b) Segregation;
- c) Seizure disorders;
- d) Medication Administration Record;
- e) Medication orders;
- f) Biohazard waste;
- g) PAP results;
- h) Diabetes;
- i) Intra-system transfers;
- j) Diagnostic services;
- k) Health assessment;
- l) Assessment protocols;
- m) Nurse sick call;
- n) HIV;
- o) Tuberculosis care; and,
- p) Refusal of treatment.

These audits are conducted using correctional care criteria reviewed and approved by the **County, PHS** and the third party reviewer American Health (“**AH**”). The completed audit studies of medical records shall be made available to **County Board of Supervisors, CAO** and **PHS** upon request.

Currently, **AH** randomly selects files to review/audit monthly for items such as timeliness of care, appropriateness of care/documentation, and level of care given to the patients. **AH** generates a monthly report of their findings to the County Administrator’s Office (**CAO**) and to **PHS**. **A maximum of twenty percent (20%) minor medical errors and a maximum of ten percent (10%) major error rate will be a goal per year for the contract term per year as determined**



by the independent neutral third party contractor (AH) and the AIMS Panel. AH uses its own audit tool to measure findings.

Error trends that fall below 80% (i.e., more than 20% for minor medical errors) for three (3) consecutive months are subject to a \$3000 fine per month until the score reaches the specified level of at least 80%. Major medical errors must be corrected within 30 days of reporting to PHS. Major errors in excess of a ten percent (10%) rate of occurrence, as discovered during the third party audits, will be considered a material breach of the contract.

- 4) The results of each quality assurance review, as well as recommendations for corrective action performed and issued by the AIMS Panel and/or other health care evaluators, will be provided to the **County** and **PHS**. **PHS** shall provide written acknowledgement within ten (10) business days to **County** regarding all issues identified in the quality assurance monthly summary. **PHS** shall promptly take the recommended corrective action and advise the **ACSO**, in writing, in any cases where **PHS** disagrees with any finding and provide a detailed explanation to the **ACSO** for review, and then on a report to the AIMS Panel as to why such corrective action should not be taken. Repeated error trends recognized by the AIMS Panel with no effective corrective action, will result in the following fines:
  - a) Late responses (over forty-five days days) by **PHS** in the implementation of or written responses as to why implementation is not deemed advisable to the recommended corrective actions contained in third party audit report shall give rise to fines to be imposed upon **PHS** of Three Thousand Dollars (\$3,000) per occurrence, per month, until resolved to the satisfaction of **County**.
  - b) Major errors must be corrected within thirty (30) calendar days of report to **PHS**. Major errors in excess of a ten percent (10%) rate of occurrence, as discovered during the third party audits, will be considered a material breach of this Agreement.

c) Whether an error is a major error shall be determined by the AIMS Panel or as determined by the County third party auditor.

5) Further monitoring is provided by way of adherence to ACA, NCCHC, and CALEA Standards. PHS shall help to supply documentation for the accreditation process.

Compliance with ACA, NCCHC, and CALEA accreditations or any other accrediting agencies as identified by the Alameda County Sheriff's Office is mandatory. Formal audits are required every three (3) years and ACSO will informally perform maintenance random audits periodically throughout the year.

6) Oversight:

The Medical Director (currently Dr. Orr), or Health Services Administrator (currently Bill Wilson), and other appropriate representatives of the medical provider shall regularly attend scheduled meetings of the Criminal Justice Medical and Mental Health Committee to report on issues of concern to that Committee and shall cooperate on an ongoing basis with designated Committee representatives.

w. *Continuous Quality Improvement (CQI) Committee:*

1) PHS must have in place and maintain a CQI Committee which shall meet at least quarterly and is responsible for developing, recommending and implementing all future policies and procedures necessary for the operation of the health care program. The objective of this committee will be to assure quality health care is accessible to all inmates.

2) The Committee shall be comprised of at a minimum, a physician, a representative(s) of PHS administrative unit, Nursing services, Dental services, and Pharmacy services.

3) The Committee shall meet quarterly with a written predetermined agenda, recorded minutes, and copies of reports submitted to the Detention and Corrections Contract Lieutenant.

4) All services under the purview of health services shall be reviewed and evaluated for quality of care through established

and regularly performed audits by the AIMS Panel, PHS, and Dr. Benton. These services shall include but are not limited to the following:

- a) Primary care services
  - b) Preventive health services
  - c) Ancillary services, laboratory and x-ray
  - d) In-patient services, hospital and OPHU
  - e) Pharmacy
  - f) Dental services
  - g) Medical records
  - h) Referral medical specialty services
  - i) Communicable disease control
  - j) Environmental safety
  - k) Intake screening health appraisals
  - l) Out-patient hospital services
  - m) OB/GYN services
  - n) Training orientation
- 5) **PHS** shall make available all accrued statistical data regarding services provided which meet ACA guidelines. Data shall be compiled in appropriate monthly reports as defined by **ACSO** and shall require a monthly reporting mechanism as defined by **ACSO**.
- 6). **PHS** shall make available upon request all records required by the **County** to verify service delivery compliance with this Agreement. Such records will be made available within a maximum of five (5) working days of said request when the records are maintained on site at the Facilities and within a maximum of fifteen (15) working days when they are maintained off site.

x. *Hours of Coverage:*

- 1) Twenty-four (24) hour physician services shall be available on-call at both Detention and Corrections Facilities. The on-call physician will come to the Facility if needed.
- 2) PHS will provide 24-hour seven days per week (including holidays) clinical coverage at both Facilities.  
A weekly staffing schedule, provided by PHS shall be available for review by the Watch Commander.
- 3) A minimum of one hundred sixty (160) hours per week shall be provided for on-site physician, physician assistant and nurse practitioner services at the Santa Rita Jail, with an additional forty (40) hours per week to be provided at the Glenn E. Dyer Detention Facility. Minimum onsite coverage for Santa Rita will include twenty four (24) hours each day, Monday through Friday and rounds in the Out Patient Housing Unit (OPHU) on Saturday or Sunday. Minimum onsite coverage for Glenn E. Dyer shall include eight (8) hours each day, Monday through Friday.
- 4) A PHS OB/GYN physician shall be on site for an average of three (3) to six (6) hours per week, with twenty four (24) hour OB/GYN services available. Support staff shall include a prenatal coordinator, nurse practitioner and medical assistant.
- 5) PHS shall provide five (5) day per week on-site physician coverage as well as 24-hour on call availability. PHS will maintain at least 85% of the Optimal Staffing Level specified in Exhibit A-3.
- 6) **PHS will provide an evening shift Physician's Assistant or Nurse Practitioner, as specified in Exhibit A-3.**

y. The following specialty clinics shall be provided for at the Santa Rita Jail:

- 1) Optometry, an average of 8 hours every other month
- 2) Orthopedics, 4 hours per week
- 3) Physical Therapy, 2 hours per week

- 4) Obstetrics, 3 hours per week
- 5) AIDS/HIV, 16 hours per month, and

z. *Grievance Procedure* shall be as follows:

- 1) **PHS** will follow the current **ACSO** policy and procedure regarding the communication and resolution of inmate and **ACSO** staff complaints, or other items regarding any aspect of health care delivery.
- 2) **PHS** will continue to follow the Emergency Grievance Procedure designed specifically for pregnant inmates.
- 3) **PHS** shall continue to update and follow **ACSO** Policies and Procedures for dealing with complaints. Patient complaints shall be part of the health services reporting requirements.

aa. *Access:* **ACSO** security staff shall accompany health care staff in providing health care services in the cell block area in accordance with written policies or procedures.

bb. *Legal Services:*

**PHS** shall actively assist **County** legal counsel in the defense of or prosecution of any legal action against or on behalf of Alameda County, the County Jail Health Care Staff, **ACSO** staff or any other County employees or agents. Said assistance shall include, but is not limited to, the timely provision of medical data, medical records and other information as counsel deems necessary to prepare the defense or prosecution, the investigation of claims, the preparation of declarations or affidavits, and the participation at any pre-trial discovery, trial or hearing as necessary and appropriate.

cc. *Patient/Inmate Transfers or Releases/Continuity of Care:*

- 1) Health records of an inmate who is being transferred, whether for medical or other reasons, shall be evaluated by the **PHS** medical staff for completeness prior to transfer, and a transfer summary shall be completed at this time. Procedures for transfer of inmates with suspected or known active tuberculosis must be established by **PHS** in compliance with statutory requirements.

- 2) **PHS** is responsible for written notification to the appropriate Public Health agencies of reportable illnesses and communicable diseases prior to inmate release. Evidence of this written notification must be placed in the inmate's medical records file.
  - 3) **PHS** provides a plan for continuity of medication therapy upon inmate's transfer or release when PHS has been provided notice of release, and PHS will provide a one day supply of emergency medication as deemed medically necessary by the medical director.
- dd. ***Staff Contagious Disease Testing:*** **PHS** must have and follow a plan that includes testing for other exposures on a case-by-case basis for various contagious diseases.
- ee. ***Inmate Court Referral Protocols:*** **PHS** must have in place and follow procedures and protocols for addressing medical referrals from the courts (Section 4011 of the Penal Code).
- ff. ***Responsibility for Mental Health Services:***

At intake, PHS conducts a medical screening on all inmates. This screening includes a brief mental health screen. Inmates identified as needing further mental health assessment and triage are referred to the County operated mental health services (**BHCS/CJMH**) which shall be responsible for any further services related to the mental health of inmates. Employees responsible for mental health screening will be provided training by Criminal Justice Mental Health. **PHS** shall make appropriate referrals to the County's **BHCS Criminal Justice Mental Health (CJMH)** staff, and cooperate in any ongoing treatment as prescribed by Mental Health practitioners, and respond to written consult referrals from **BHCS** Mental Health Practitioners. **BHCS** Mental Health Staff will cooperate in any ongoing medical treatment as prescribed by PHS Medical Practitioners and will respond to all referrals on a timely basis.

**PHS will provide timely responses to requests for medical evaluations, medical consultations, and laboratory analyses from CJMH. CJMH will provide timely responses to requests for mental health evaluations, mental health consultations and medical information from PHS. Nurses employed by PHS will administer psychotropic medications including injections as ordered by CJMH psychiatrists and in compliance with all applicable laws, rules and regulations.**

gg. Other PHS Responsibilities:

- 1). PHS responsibilities shall include, but not be limited to the following:
  - a) Strategic/operational planning
  - b) In-service training
  - c) Supervising the investigation of the implementation of an electronic medical record system in accordance with Exhibit A-4
  - d) Developing drug utilization data
  - e) Establishing professional contracts with referral facilities
  - f) Evaluating existing inventories
  - g) Personnel recruitment
  - h) Ordering of supplies and equipment
  - i) Developing both internal and external plans for emergency care, and
  - j) Establishing reporting procedures

**C. CLINIC/OFFICE SPACE, FURNITURE & EQUIPMENT:**

1. County shall provide the space, limited furniture, fixtures, utilities, telephone (excluding long distance and toll calls) and security necessary for efficient operation of the Healthcare System. The County shall provide only the equipment presently on-site as well as any other equipment that the County chooses to purchase and retain ownership of. PHS shall be responsible for the purchase of all other equipment and shall retain ownership of the equipment that it purchases. All health care related laundry services at Santa Rita and GEDDF, including contaminated linens, shall be the financial responsibility of PHS.
2. PHS hereby agrees to be responsible for any direct loss or damage to property or equipment of the County that is caused by PHS staff due to willful acts or negligence.

In like manner, **County** hereby agrees to be responsible for any direct loss or damage to property or equipment of **PHS** that is caused by any willful act or negligence by **County** employees or inmates.

3. **PHS** shall not use **County** premises, property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
4. The **County** reserves the right to purchase at a mutually agreeable price any equipment or supplies purchased by **PHS** for on-site usage after the termination of this Agreement.

#### **D. MEDICAL RECORDS AND REPORTS**

1. **Medical Records:** Medical Records are of a secure and confidential nature. **PHS** agrees to continue to follow applicable accreditation standards for the security and confidentiality of the inmates' medical/health care records as is required by law. The Director of Health Information Management and her staff will continue to oversee the day-to-day operations of records maintenance. In the event of a contract termination, records shall be returned to **County** to assure compliance with medical records retention practices.

**PHS** shall cooperate with the Medical Records Audit Consultant review program as provided by the **County**.

2. **Records Maintenance:** Individual inmate health records must be kept current with updated, accurate information and shall include, but not be limited to, the following required medical information:
  - a. Pre-screen history
  - b. Patient vital signs at each examination
  - c. Medical evaluation report
  - d. Complaints of injury or illness and action taken
  - e. Physician orders
  - f. Progress notes
  - g. Names of all personnel treating, prescribing, and/or issuing medication



- h. Medications administered
- i. All laboratory, x-ray, and other documentation of treatment provided, and

3. *Ownership of Records*

- a. Existing medical records and medical records prepared by **PHS** medical staff shall, during the term of this Agreement, be under the care and custody of **PHS**, but shall be the property of the **County**. **County** shall have full and prompt access to medical records during the term of this Agreement, and both **PHS** and **County** shall maintain the confidentiality of all such records as required by law.
- b. To ensure confidentiality of medical records accessible to the **County**, only County Counsel, the Sheriff and its contractors, the AIMS Panel and person(s) specifically identified in writing by either as having access privileges, will be provided access to the medical records.
- c. At the termination of this Agreement, the care and custody of the medical records shall be turned over to the **County**. **PHS** shall have access to the medical records after the termination of this Agreement in order to prepare for litigation or anticipated litigation brought in connection with the Healthcare Services rendered by **PHS** pursuant to this Agreement.
- d. **ACSO** and the **County** shall allow **PHS** personnel access to inmate confinement records or other data on a “need-to-know basis.” **PHS** personnel shall honor **ACSO** rules and/or established procedures for safeguarding the confidentiality of such records or data.
- e. Pursuant to California Government Code §6254 (c) “Personnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy” are not required to be disclosed under the California Public Records Act (Ref. Gov. Code §6250, et. seq.). The **County**, as owner of such records, shall be responsible for responding to any request made under the Public Records Act for any inmate medical records, including, where warranted, the enforcement of inmates’ rights of confidentiality and or privacy. **PHS** shall immediately notify **County** of any request for records received.

4. *Patient/Inmate Transfers or Release/ Continuity of Care:*

- a. Upon **PHS** being notified of a transfer, the health records of an inmate, who is being transferred, whether for medical or other reasons, shall be evaluated by **PHS** medical staff for current information and a transfer summary must be written in the progress notes. Criteria for medical transfers shall be established by **PHS**, based on State and local standards and a transfer summary shall be prepared. The **ACSO** will attempt to provide **PHS** with 48 hours notice for any intra and inter facility transfers in order to review the medical record and to prepare a transfer summary.
- b. Appropriate Public Health agencies will be notified of reportable illness and communicable diseases prior to inmate release where possible or upon discovery after inmate release. **PHS** will provide a one day supply of emergency medication as deemed medically necessary by the medical director.

#### **E. DELIVERABLES/REPORTS**

1. **PHS** will continue to maintain statistical data related to the inmate health care program as required, which will include utilization of service statistics and other areas that **PHS** and the **ACSO** agree would be useful to evaluate the health care programs and anticipate future needs.
2. **PHS** must produce monthly statistical reports on health services utilization which shall be provided to the **County** and the **ACSO** using the data set and report formats approved by the County. A quarterly synopsis of this data shall be sent to the Sheriff's Office.

**PHS** shall make available upon request accrued data regarding services provided. The statistical data will reflect the previous month's workload which may include, but not be limited to:

- a. Inmates' request for various services
- b. Inmates seen at Sick Call
- c. Inmates seen by the physician
- d. Inmates seen by the dentist
- e. Medical Observation Unit admissions, patient days
- f. Medical specialty consultation referrals
- g. Intake Screening conducted
- h. Fourteen day history and physical assessments
- i. Diagnostic studies
- j. Inmates testing positive for AIDS and HIV antibodies
- k. Inmates testing positive for TB
- l. Inmates treated for AIDS and HIV antibodies
- m. Inmates treated for TB
- n. Inmate mortality

- o. Number of hours worked by medical staff
  - p. Other data deem appropriate by the Jail Administration
3. PHS will submit a quarterly synopsis of the above data to the ACSO. In addition to monthly reports, quarterly and annual health related summaries, a comprehensive annual statistical report will be submitted.
- 4 Security of Data: Some data files of the **County** are of a confidential nature. PHS employees shall be allowed access to these files, only as needed, pursuant to staff and medical care duties related to this Agreement, and in accordance with applicable law and the rules established by the custodian of the records. PHS shall adhere to established policies and procedures for safeguarding the confidentiality of such data, and may be liable civilly or criminally under privacy legislation for negligent release of such information

**F STAFFING:** The Optimum Performance Level (OPL) for PHS staffing and hours of coverage shall be as set forth in Exhibit A-3 of this Agreement.

1. Staffing Service Flexibility:

The OPL for staff services (hours of coverage) is based on an Average Daily Population (ADP) of four thousand one hundred and eighty inmates at SRJ (4,180) and four hundred (400) inmates at GEDDF, which approximates ninety percent (90%) and ten percent (10%) respectively of all inmates in the custody of ACSO. Should either inmate movement vary between Facilities or total inmate population vary to an extent necessary to adjust PHS staff, a written plan will be agreed upon by both parties for adjusting the OPL. **PHS shall be required to maintain at least a Minimum Performance Level for staff services (which is defined as 85% of Optimum Performance Level) shall be subject to penalty, under the terms (such as notice and penalty amount) that PHS and the ACSO shall negotiate in good faith .**

The **County** reserves the right to adjust the MPL. The **County** will provide PHS with thirty (30) days written notice of changes to the MPL adjustments.

2. Flex hours should be used as much as possible on County holidays. County holidays are:

- New Years Day
- Martin Luther King Jr.'s Birthday
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day

Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas

3. Nurse Services:

- a. **PHS** must provide twenty-four (24) hour registered nurse (RN) and LVN staffing mix to meet the standards of the accrediting agencies identified by the Alameda County Sheriff's Office.
- b. **PHS** must provide a senior clinic staff member for all three shifts, 24 hours a day 7 days a week, at Santa Rita Jail facility. There shall be one senior clinical staff member at each facility that shall be designated as the contact person for the Commanding Officer of each facility and shall have decision-making authority.
- c. **PHS** must provide fully trained and State Licensed nursing staff. Verification of license will be maintained on file at both Facilities, and will be made available at any time, during operating hours, (24/7) to **ACSO** personnel.
- d. **PHS** personnel shall abide by the security regulations of the Facilities. The **County** shall provide **PHS** with at least one (1) copy of the security regulations. **PHS** shall inform its employees and subcontractors of all such regulations. All **PHS** contract personnel shall attend a security orientation provided by **ACSO**.

**G. ADMINISTRATIVE SERVICES**

1. Procedures Manual: **PHS** shall be responsible for maintaining an updated procedures manuals that meets the requirements of applicable accreditation standards as identified by the Alameda County Sheriff's Office and as defined in Title 15, §1206 or any supercession thereof. A separate communicable disease manual must also be maintained that meets standards as set by local health authorities.

The **County** shall have the right to review and approve the contents of all procedure manuals, protocols, etc., during the term of this Agreement, and shall have access to these and other operating documents relevant to oversight and coordination of activities in the Facilities. To the extent specified in Section 11 of the General Terms and Conditions, upon termination of this Agreement, the **County** shall be considered the owner

of the procedure manuals, protocols, and other items created during the scope of this Agreement

**H. AUDIT PROVISIONS:**

**PHS** shall maintain on a current basis complete records, including books of original entry, source documents supporting accounting transactions, eligibility and service records as may be applicable, a general ledger, personnel and payroll records, canceled checks, and related documents and records ("Documents") to assure proper accounting of funds and performance of this Agreement in accordance with instructions as may be provided by **County**. **PHS** shall comply with all such instructions. These documents and records shall be retained for at least five (5) years from the termination date of this Agreement. **PHS** shall cooperate with **County** in the preparation of, and will furnish any and all information required for, reports to be prepared by **County** as may be required by the rules, regulations, or requirements of **County**, State or Federal government. To the extent permitted by law, **PHS** will also permit access to all books, accounts, or records (relative to this Agreement) to **County** or its designated representative for purposes of audit or investigation, in order to ascertain compliance with the provisions of this Agreement so long as such a need is stated. Such records shall be made available within a maximum of five (5) working days of **County's** request when the records are maintained on site at the Facilities and within a maximum of fifteen (15) days when they are maintained off site

**EXHIBIT A-3**

**STAFFING PATTERN FOR**

**STAFFING PATTERN FOR**  
**SANTA RITA JAIL**

<b>POSITION</b>	<b>Hrs/Wk</b>	<b>FTE</b>
<b>DAY SHIFT</b>		
Medical Director - See Note 1	40	1.00
Physician - See Note 1)	160	4.00
Case Manager (HIV)	40	1.00
Nurse Practitioner/Physicians Assistant – See Note 1	120	3.00
Dentist	40	1.00
Health Services Admin. – See Note 2	40	1.00
DON	40	1.00
Asst. Health Services Administrator	40	1.00
Comm. Disease Coordinator	40	1.00
Quality Assurance Coordinator	40	1.00
Administrative Asst/Secretary	120	3.00
Dental Assistant	40	1.00
Medical Assistant	272	6.80
Perinatal Coordinator	32	0.80
Perinatal Educator	8	0.20
Medical Records Supervisor	40	1.00
Medical Records Clerk	552	13.80
Laboratory Technician	40	1.00
Nurse Supervisor	104	2.60
Registered Nurse - See Note 3	1,112	27.80
Lic. Vocational Nurse - See Note 3	1,520	38.00
<b>TOTAL HOURS/FTE per week</b>	<b>4,440</b>	<b>111.00</b>

- Notes: 1) On call twenty-four (24) hours per day.  
 2) On call twenty-four (24) hours per day (or designated Assistant Health Services Admin.)  
 3) Including holidays

**EXHIBIT A-3**

**STAFFING PATTERN FOR  
SANTA RITA JAIL CLINICS**

<b>POSITION</b>	<b>Hrs/Wk</b>	<b>FTE</b>
<b>DAY SHIFT</b>		
Ortho	4	0.10
Optometry	0	0.00
AIDS/HIV	4	0.10
OB/GYN	6	0.15
Physical Therapy	12	0.30
<b>TOTAL HOURS/FTE per week</b>	<b>26</b>	<b>0.65</b>

**STAFFING PATTERN FOR  
GLENN E. DYER DETENTION FACILITY**

**ADP < 400**

<b>POSITION</b>	<b>Hrs/Wk</b>	<b>FTE</b>
<b>DAY SHIFT</b>		
Physician - See Note 1	40	1.00
Dentist	0	0.00
Dental Assistant	0	0.00
Asst. HSA/RN Supervisor	40	1.00
Medical Records Clerk	120	3.00
Registered Nurse - See Note 3	280	7.00
Lic. Vocational Nurse - See Note 3	168	4.20
<b>TOTAL HOURS/FTE per week</b>	<b>648</b>	<b>16.20</b>

Notes: 1) On call twenty-four (24) hours per day.

3) Including holidays

**Total - All Facilities                                      5,114      127.85**

**Note: This staffing plan represents the staffing plan included in the RFP for GEDDF population up to 400.**

**EXHIBIT A-4**

**ELECTRONIC HEALTH RECORDS**

Upon signing of the Medical Services Agreement, **PHS** will work collaboratively and in a timely manner with **ACSO** to investigate the implementation of *Catalyst*, an automated correctional medical record model, at no additional cost to the **County** as part of this current contract.

Within thirty (30) days of contract signing, **ACSO and PHS** shall forthwith jointly create a schedule governing the timely analysis and implementation of *Catalyst*. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter, with approval by **ACSO** Detention and Correction administration, **PHS** shall perform all services under this Agreement in conformance with the schedule.

*Catalyst* is an electronic health record system. . It meets the functional requirements of an electronic health record as defined by the Institute of Medicine. It delivers population and statistical information to clinicians and administrators whenever they need it and provides Active Directory authentication services to ensure privacy and confidentiality.

*Catalyst* is web-based, allowing access to the information from any desktop or workstation and is hosted from a secure, remote computing facility. *Catalyst* can provide:

- Access to patient information at the point of decision-making;
- Easily retrievable information;
- Alerts and reminders of follow-up and required health services;
- Protection for the personal health information of the patients; and
- High service availability.

**PHS** will evaluate the applicability of the various components of *Catalyst* to ensure it enhances current jail operations and is compatible with jail systems and procedures.

**PHS** will also work collaboratively with the **ACSO** to explore the possibility of implementing the **PHS** Chronic Care Tracking System (CCTS) module of the *Catalyst* system to systemically manage essential data on patients with specific chronic illnesses. Its purposes are to: identify those patients with chronic illnesses; provide prompts to provider to give evidenced-based care; provide outreach to those with abnormal labs; measure processes; and measure outcomes.



EXHIBIT A-5

GENERAL ENVIRONMENTAL REQUIREMENTS

GENERAL ENVIRONMENTAL REQUIREMENTS: The requirements outlined in this section apply to all product categories contained in this Agreement.

1. Measure D Requirements:

It is the objective of the **County** to purchase products with the lowest overall environmental impact from manufacturing through end of life and to procure services that achieve this same objective. To meet this objective, environmental factors and product attributes are evaluated in the procurement process. The **County** is mandated under Measure D to divert seventy five percent (75%) of material from landfill by the year 2010 through recycling and source reduction and to encourage markets for environmentally preferable goods and services through its procurement process.

**PHS** is required to meet annually with the **GSA Recycling Coordinator** and the **ACSO** Project team liaison to review updates to the recycling programs and to evaluate the Contractor's participation. **PHS is strongly encouraged to participate in the County recycling programs which includes, but may not be limited to, composting, cardboard, mixed office paper, bottles and cans, toner and inkjet cartridges, and batteries (both single use and rechargeable).**

2. Regulatory Compliance:

**PHS** will be in compliance with all local, state, and federal environmental and worker health and safety regulations that apply to its operation under this Agreement.

3. Source Reduction and Packaging:

The **County** has a strong commitment to source reduction, minimizing waste generation, and reducing the County's expenditure on waste disposal and recycling. **PHS** shall, and shall require any of its subcontractors, such as Maxor CPS, to, provide bulk packaging, reusable, or minimal packaging in providing products to the County. Packaging and distribution materials will be both made from recycled materials and be reusable or recyclable. **PHS** agrees to explore and provide opportunities for the reuse of packaging materials. At a minimum, **PHS shall utilize pill cups that are compostable or utilize a reusable pill cup that does not enter the waste stream.** **PHS** shall provide a written summary of its planned efforts to minimize the amount of packaging, shipping, and distribution materials and should describe the post-consumer recycled content of those

materials to the County GSA Recycling Coordinator and the ACSO Project team liaison.

Packaging shall not contain inks, dyes, pigments, stabilizers, or any other additives to which any lead, cadmium, mercury, and hexavalent chromium has been intentionally introduced. The sum of the concentration levels of lead, cadmium, mercury, and hexavalent chromium shall not exceed one hundred (100) parts per million by weight.

**PHS** is required to meet annually with the **GSA Recycling Coordinator** and the **ACSO Project team liaison** to review updates to the recycling programs and to evaluate the Contractor's participation. **PHS** is strongly encouraged to participate in the **County** recycling programs which includes, but may not be limited to, composting, cardboard, mixed office paper, bottles and cans, toner and inkjet cartridges, and batteries (both single use and rechargeable).

4. Persistent Bioaccumulative Toxins:

In January 2002, the **County** passed a resolution "to encourage the reduction and where feasible, the elimination of [persistent, bioaccumulative and toxic chemical] (PBT) emissions..." The United States Environmental Protection Agency has established a list of twelve priority PBTs including dioxins, polychlorinated biphenyls, mercury and its compounds, lead and others. The most current list can be found at the EPA's website at [www.epa.gov/opptintr/pbt/](http://www.epa.gov/opptintr/pbt/). Additionally, PBTs are listed in the CCR in Section 66261.24.

**PHS** must provide products and services that allow the **County** to comply with the PBT Resolution and must complete the certification statement included in the Attachments. The Resolution requires that the **County** eliminate and reduce the procurement of products and services which contain or cause the generation and release of PBTs into the environment during their manufacture, use, or destruction/disposal. **PHS** should provide products that do not contain, use, or generate PBTs. If no alternative materials are available, **PHS** should notify the **County** in writing prior to providing such materials to the County or using these materials when providing services to the **County**.

**EXHIBIT B**

**PAYMENT SCHEDULE**

**A. PRICING STRUCTURE**

1. Pricing is for comprehensive inmate health care without limitations, including on-site inmate health care, outside medical services and pharmaceutical expenses.
  - a. The cost of outside medical services is defined as: inpatient hospitalization costs, emergency room visits, ambulance transportation expenses, outpatient surgeries, outpatient physician consultations, outside specialist fees, off-site diagnostic procedures, all dialysis treatments, both onsite and offsite, and managed care network fees.
  - b. Components covered under pharmaceutical costs include: Over the counter (O.T.C.) medications, formulary and non-formulary medications, back-up pharmacy expenses, injections, vaccines (including Hepatitis B, flu and rabies), courier service and dispensing fees.
2. **PHS** will not be responsible for the cost of HIV/AIDS and psychotropic medications. The **County** will be responsible for providing HIV/AIDS medications to all eligible inmates through the AIDS Drug Assistance Program (ADAP). The cost of psychotropic medications will be borne by the County's Mental Health Provider, Behavioral Health Care Services (**BHCS**).
3. **PHS** will perform utilization/case management services to monitor the necessity and appropriateness of inpatient hospital care and other outside medical services and will process all provider claims regardless of the level of cost incurred.
4. The prices to be paid to **PHS** for this contract reflect the scope of services as outlined in the Request of Proposal (RFP No. 900324) and described in **PHS'** proposal as well as the current community standard of care with regard to the provision of health care services. Should there be any change in and/or modification to State or Federal laws or regulations, standards of care, scope of services, or the number of correctional facilities services that will result in a material change in the costs to **PHS** in providing services, the County and **PHS** will negotiate in good faith and without delay an

Amendment to the contract providing for the appropriate adjusts to the contract price to account for said changes in costs.

5. **PHS** has included the already negotiated 10.7% salary increase for all unionized positions (effective August 2008 for one year) as well as anticipated legal expenses related to United Health care Workers West, Service Employees International Union (formerly SEIU Local 250) negotiations to resume in Year Two of the contract. In anticipation of Union negotiations, **PHS** has already included in its costs an estimated annual increase for union employees' salaries and healthcare costs in each of Years Two and Three costs.

**B. PAYMENT TERMS AND ANNUAL INCREASES**

1. Except in cases otherwise provided for herein or mutually agreed between the parties, in consideration for the services described herein and subject to the adjustments set forth in Section C, below, the total remuneration payable to **PHS** for its services over the three year term of this Agreement shall be Seventy Seven Million Six Hundred Forty Four Thousand Six Hundred Twenty-Three Dollars (\$77,644,623).
  - a. Pricing is based on a combined average daily population (ADP) for both facilities of 4,580 inmates (4200 inmates for Santa Rita Jail and 380 inmates for Glenn E. Dyer Detention Facility). Should the combined monthly ADP exceed 4580 inmates, **PHS** will charge a per diem to cover incremental variable (non-staffing) expenses. Conversely, should the combined monthly ADP decrease below 4,150 inmates **PHS** will rebate to the County to cover savings in incremental variable (non-staffing) expenses. Both charge and rebate amounts by contract year are set forth below in Section C.
  - b. Medical care rendered within the Facilities to inmates from other jurisdictions housed in the Facilities pursuant to contracts between the **County** and other jurisdictions shall be the financial responsibility of **PHS**, subject to Section C, MONTHLY ADJUSTMENTS IN PAYMENTS, below. Any appointments, hospitalizations, or other medical care rendered outside of the Facilities will be the responsibility of **PHS**, unless otherwise specified in the contract between **ACSO** and the contracting agency, e.g. Federal government.
2. During the contract years July 1, 2008 through and including June 30, 2011, **County** shall pay **PHS** (\$77,644,623) payable as follows:

- a. From July 1, 2008 through and including June 30, 2009, **County** shall pay to **PHS** a total of Twenty Three Million Eight Hundred Ninety Five Thousand Eight Hundred Dollars (\$23,895,800) in twelve (12) equal monthly installments (1/12<sup>th</sup>) of the annual contract amount to be billed thirty (30) days prior to the month in which services are rendered, with the **County** agreeing to pay **PHS** within thirty (30) days of **County's** receipt and approval of **PHS'** invoice. The payment amount will be One Million Nine Hundred Ninety One Thousand Three Hundred Sixteen and 67/100 Dollars (\$1,991,316.67).
  - b. From July 1, 2009 through and including June 30, 2010 **County** shall pay to **PHS** a percentage increase for year two of 8.4%. The total for year two will be Twenty Five Million Nine Hundred Three Thousand Forty Seven and 20/100 Dollars (\$25,903,047.20) in twelve (12) equal monthly payments (1/12<sup>th</sup>) of the annual contract amount thirty (30) days prior to the month in which services are rendered, with the **County** agreeing to pay **PHS** within thirty (30) days of **County's** receipt and approval of **PHS'** invoice. The payment amount will be Two Million One Hundred Fifty Eight Thousand Five Hundred Eighty Seven and 27/100 Dollars (\$2,158,587.27).
  - c. During the contract year July 1, 2010 through and including June 30, 2011 **County** shall pay to **PHS** a percentage increase for year three of 7.5%. The total for year three will be Twenty Seven Million Eight Hundred Forty Five Thousand Seven Hundred Seventy-Five Dollars and Seventy-Four Cents (\$27,845,775.74) in twelve (12) equal monthly payments (1/12<sup>th</sup>) of the annual contract amount thirty (30) days prior to the month in which services are rendered with the **County** agreeing to pay **PHS** within thirty (30) days of **County's** receipt and approval of **PHS'** invoice. The payment amount will be Two Million Three Hundred Twenty Thousand Four Hundred Eighty-One and 31/100 Dollars (\$2,320,481.31).
2. Base monthly payments to **PHS** shall be made within thirty (30) days of **County's** receipt and approval of **PHS'** invoice. Payment shall be mailed promptly by the specified day to an address supplied by **PHS**. **PHS** shall submit its invoices to **ACSO** for approval, unless otherwise advised.
    - a. The **County** does not pay, and is not subject to, any late charges, fees or penalties of any kind.
  3. In the event that healthcare services provided to inmates of the Facilities are covered by third party payments, e.g., Workers' Compensation, no-fault insurance, private health insurance, etc., **PHS** shall bill only for such covered

services in the same manner as if these **PHS** healthcare services were provided by a private physician or health service. For each year of the Agreement, **PHS** shall, as an offset to its costs, retain fifty percent (50%) of all payments it receives from third-party payers. The remaining fifty percent (50%) received by **PHS** shall be credited to the **County** in the next **PHS** invoice following their receipt. **PHS** shall not be entitled to claim reimbursement from **County** programs including Medically Indigent Adult Program, **County** Workers' Compensation and **County** employee health insurance.

C. MONTHLY ADJUSTMENTS IN PAYMENTS:

1. The payments set forth in Section B, PAYMENT TERMS AND ANNUAL INCREASE, above, are based on a combined average of the maximum daily inmate population at the Facilities of four thousand five hundred eighty (4,580) inmates.
2. Per Diem Excess Charge/Rebate:
  - a) **PHS** shall be entitled to a per diem charge of Four and 49/100's Dollars (\$4.49) times the difference between the combined total of four thousand five hundred eighty (4,580) and the actual daily inmate population in excess of four thousand five hundred eighty (4,580), averaged over the affected calendar month.
  - b) Should the inmate population decrease below four thousand one hundred fifty (4,150), averaged over the affected calendar month, the **County** shall be entitled to a per diem rebate at the rate of Four and 06/100's Dollars (\$4.06) times the difference between four thousand one hundred fifty (4,150) and the actual daily population of less than four thousand one hundred fifty (4150).

The per diem charge and per diem rebate are subject to the same percentage increases for year two of 8.4% and for year three 7.5% of the contract.

3. The inmate population will be recorded each day per calendar month. The per diem shall be calculated as in the following examples:

**EXAMPLE A:**

AVERAGE DAILY POPULATION = 4,580

No excess charges for the month

**EXAMPLE B:**

AVERAGE DAILY POPULATION = 4,620

Excess charges = (4,620 - 4,580 base) = 60

Excess charges = 60 INMATES = (60 X 4.49 Per Diem X days of actual month)

**EXAMPLE C:**

AVERAGE DAILY POPULATION = 4,000

Credit/Rebate = (4,150 base - 4,000) = 150

Credit/Rebate = for 150 INMATES = (150 X 4.09 Per Diem X days of actual month)

This amount to be taken (credited) from next monthly invoice.

4. **PHS** will be responsible for the provision of medical care and treatment to the inmates housed in the acute psychiatric unit at GEDDF (10-20 male and female County inmates). The number of inmates in the acute psychiatric unit will be counted as part of the ADP of 4580.
5. **ACSO** payments to **PHS** shall be less any monthly telephone charges for toll and long distance telephone calls made from Facilities' provided telephones, upon receipt of invoice from the County.
6. **PHS'** invoices to **ACSO** shall be adjusted to deduct any per diem rebates for census decreases shown as a credit, or to add excess costs for census increases to the next month's invoice.

**D. LIMITATIONS**

In consideration for the payments listed in Paragraphs A, PAYMENT SCHEDULE, and B, MONTHLY ADJUSTMENTS IN PAYMENTS, above, **PHS** shall provide all healthcare services, excluding Mental Health, including the administration thereof, as described in this Agreement without limitations.

**E. PAYMENT FOR PSYCHOTROPIC PHARMACEUTICALS**

**PHS** shall ensure that its subcontracted pharmacy provider, **Maxor CPS**, agree to the payment of **Maxor CPS**' services of dispensing psychotropic pharmaceuticals as follows:

1. In consideration for **Maxor CPS**' services, **County** shall pay **Maxor CPS** in an amount not to exceed Nine Million Dollars (\$9,000,000.00). As a result of these services, the "not to exceed amount" is over the three year term of the Agreement from July 1, 2008 through June 30, 2011.
2. The on-site pharmacy, operated by **Maxor CPS**, shall work in collaboration with **BHCS** and/or their contracted services provider when ordering, controlling, documenting, dispensing, distributing and administering all psychotropic medications prescribed by **County** psychiatrists to all mental health clients in the **ACSO** Facilities.
  - a. **BHCS** will pay for **County** prescribed psychotropic medications purchased from pharmaceutical provider **Maxor CPS**. The cost shall be calculated as follows:

Brand Names Drugs: Average Wholesale Price less 12% Discount  
Generic Drugs: Lower of Average Wholesale Price (AWP) less 20% Discount, Health Care Financing Administration Maximum Allowable Cost (HCFA MAC) or Usual & Customary (U&C).

3. Pharmacy Services Reports: **Maxor CPS** shall submit to the **BHCS**, Director of Pharmacy Services the following:
  - a. For purposes of receiving payment for those medications provided to mental health clients, **Maxor CPS** must submit a hard copy monthly invoice alphabetically listing each patient, medications dispensed, cost and total monthly cost of the psychotropic medications.
  - b. A monthly Excel report of each psychotropic medication administered as part of the Pharmacy Services, **Maxor CPS**, shall submit to the **BHCS**, Director of Pharmacy Services the following:
    - 1) A monthly Excel report for each psychotropic medication administered, dosage, number of tablets, cost per unit, and client count. The total of this report should equal the cost reflected in the monthly invoice submitted.



- 2) A monthly Excel report with the patient's name, prescribing doctor's name, medication, dosage strength, directions provided with the medication, and the number of tablets. For the prescribing doctor's name, "CJMH" (Criminal Justice Mental Health) designation will not be sufficient.
- 3) The above Excel reports may be submitted with the monthly invoice directly for the psychotropic medications. These reports must be accurate before payment of the invoice for the psychotropic medications can be effected.
4. Invoices will be approved by the **County's** representative: *Behavioral Health Care Services Director of Pharmacy Services, Douglas Del Paggio, PharmD, MPA* or his designee. All invoices under this Agreement shall be sent to:

*COUNTY OF ALAMEDA  
Behavioral Health Care Services  
2000 Embarcadero, Suite 101  
Oakland, CA 94606-5300  
Attn: Julie Fung, Financial Services Specialist II*

**INSURANCE REQUIREMENTS  
EXHIBIT C**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate

**Endorsements and Conditions:**

1. **ADDITIONAL INSURED:** All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
  - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)", or at minimum named as an "Additional Insured" on the other's policies.
  - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured."
7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to:

Department/Agency issuing the contract: GSA Purchasing Department (1401 Lakeside Drive, Suite 907, Oakland, CA 94612 Attn: Sr. Contracts Specialist.

**COUNTY OF ALAMEDA  
EXHIBIT D**

**DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

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

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

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

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

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

CONTRACTOR: Prison Health Services, Inc  
PRINCIPAL: Richard Hill TITLE: President + CEO  
SIGNATURE: [Signature] DATE: 11/25/08

**EXHIBIT E**

**COUNTY OF ALAMEDA  
Comprehensive Inmate Medical Care  
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County which have a start date on or after July 1, 2007 should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at [http://www.elationsys.com/elationsys/support\\_1.htm](http://www.elationsys.com/elationsys/support_1.htm) or call Elation Systems at (510) 764-1870. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

## EXHIBIT F

The following Sections are taken from the County of Alameda's Request for Proposal No. 900324 document for insertion herein to the contract Agreement between Alameda County Sheriff's Office (ACSO) and Prison Health Services (PHS).

### C. SCOPE

Contractor's employees and subcontractors (including candidates referred through the First Source program) working at the detention and corrections facilities must be able to pass, to the satisfaction of ACSO, a security and background check to be performed by ACSO. This provision shall also pertain to any small and/or emerging local business participating in this bid, and for the term of any contract, which may be entered into as a result of this RFP.

BHCS staff shall be responsible for mental health after intake screening, crisis intervention, ongoing counseling and care, as well as BHCS psychiatrists prescribing psychotropic medications for their clients housed at the County detention facilities. BHCS will provide and pay for the psychotropic drugs to be dispensed by the Contractor selected to provide Comprehensive Health Care Services.

The Contractor is responsible for inmate health care services upon the prisoners being arraigned /remanded into the custody of the ACSO.

The Contractor(s) must provide a program that meets the unique needs of County Detention and Corrections. Such programs and services will provide, at a minimum, the following:

1. Comprehensive health care services for inmates housed at the ACSO detention and corrections facilities.
2. The development and implementation of a health care plans with clear goals, objectives, policies and procedures for documenting goal achievements specific to each of the detention facilities.
3. Vendor(s) must only employ medical, nursing, clinical and administrative personnel who are certified and licensed by the appropriate certification and/or licensing board, as required, by the State of California;
4. Administrative leadership that offers both cost accountability and responsiveness to the inmates and ACSO.
5. Responsible program or programs of continuing education that meet or exceed accreditation standards for its health care staff annually.

Contractor shall provide the County with a copy of its training program annually.

6. An annual report to County and ACSO of compliance with current California laws, regulations and codes relating to Detention and Corrections Facilities Medical Programs at Santa Rita Jail and Glenn Dyer Detention Facility.
7. Descriptive information and scope of services provided at Santa Rita Jail, Dublin:
  - a. This is the larger of the two facilities and is currently operated by ACSO and is a “new generation” facility, where services are brought to the inmates rather than sending the inmates to the services. Currently eighteen (18) housing units are in use, holding approximately four thousand two hundred (4,200) inmates. Many of these inmates are held under contract with the State and Federal governments. Approximately three hundred seventy-five (375) of these inmates are women, some of whom require special consideration due to pregnancy.
  - b. Medical Sites: The main clinic is housed in the Core Building and contains a twenty (20) room outpatient housing unit (OPHU) with a total capacity of twenty five (25) beds that can accommodate convalescence care, intravenous treatment, centralized detoxification, psychological observation, on-site dialysis and management of non-ambulatory inmates.
  - c. Dental Office: There is a complete dental office and laboratory. Oral surgery is also performed on site.
  - d. Women’s Medical Office: A complete Obstetric-Gynecological (OB/GYN) clinic in the women’s area which has offices and examination rooms. The clinic operates with a Contractor provided prenatal coordinator, nurse practitioner and prenatal educator.
  - e. Intake and Receiving: Consists of a holding area which allows the separation of inmates by classification and sex. There is a complete intake screening clinic which screens an average of one hundred forty (140) inmates in a twenty-four (24) hour period. Mandatory tuberculosis testing is a component of the intake screening process as well as pregnancy and diabetes testing as needed.
8. Descriptive information and scope of services provided at Glenn E. Dyer Detention Facility, Oakland:

- a. This is a high-rise facility currently housing an average daily population of three hundred eight (380) inmates, with a maximum capacity for housing eight hundred (800) inmates. The population of this facility may also vary due to contracts with the Federal Government and State of California.
- b. Building Design: Nine (9) stories comprising six (6) housing floors, one (1) medical floor, one (1) booking floor and one (1) exercise floor. Described as a new generation jail in which services are brought to the inmate.
- c. Medical Floor: Floor contains medical offices, dental operating room (currently not in use), and the examination area has capacity to support x-ray facilities. Currently this area is used primarily for office space and inmates are seen on the individual housing floors.
- d. Housing Floor Examination Rooms: Each housing floor has a medical room with a bed and desk.
- e. Potential Booking Screening Examination Room: The booking floor has the potential for male and female examination rooms. The intake screening process averages 60-70 inmates over the counter during a 12 hour shift 1700-0500 hours. Mandatory tuberculosis testing as well as pregnancy and diabetes testing is a component of the intake screening process.

**There is a current plan to open an acute psychiatric unit sometime after January 1, 2008. The estimated capacity will be between 12 to 20 beds. The medical Contractor may or may not be required to provide medical and pharmacy services to persons who are in this acute psychiatric unit. This decision will be based on approval by BHCS.**

9. Contract Administrator:
  - a. Contractor shall work under the auspices of the ACSO, and the contract administrator shall be under the Commander of the Detention and Corrections Division.
  - b. The Detention and Corrections Division Commander shall select a Contract Compliance Officer (Project Officer) who shall have responsibilities to include, but not be limited to:
    - 1) Contract compliance
    - 2) Fiscal Considerations
    - 3) Liaison with provider and respective County agencies, and

4) Protocol development assistance

10. County requires that there be a qualified (Board Certified) physician designated as medical director or lead physician. Specialty certification shall be in the field of internal medicine, family practice, or emergency room (ER) medicine.

D. SPECIFIC CONTRACTOR REQUIREMENTS

1. Maintenance of Accreditations:

- a. Contractors shall maintain all required accreditations including American Correctional Association (ACA) accreditation throughout the term of any contract which may be awarded as a result of this RFP.
- b. Contractor shall assist the ACSO with any changes, updates or compliance changes in accordance with ACA Standards for the entire duration of any contract which may be awarded as a result of this RFP.
- c. Contractor shall submit an annual Compliance Report to ACSO on all applicable certifications, accreditations and licenses during the life of this contract.

2. Health Care Services Program: Contractor shall provide the following range of accredited health care services:

- a. Intake Health Screening: Receiving screening shall be performed for all inmates by a licensed registered nurse (RN) at the time of booking at the Santa Rita Jail. Booking takes place intermittently but is heaviest on the P.M. Shift. (Glenn E. Dyer Detention Facility currently does not book inmates). Mandatory tuberculosis testing is begun at this point of contact in accordance with State and local standards. Contractor shall develop an intake pre-screening procedure for mental health issues and referrals.
- b. Fourteen (14) Day Health Appraisal. This service must be provided in order to meet the ACA standards. This is an examination (history and physicals) of all inmates coming into the Sheriff's custody must be completed within the first 14 days of their incarceration in order to be in compliance with the ACA standards.
- c. Sick Call. Inmates shall be allowed access to essential health care services at all times. At a minimum, licensed RN and physician sick call shall be held Monday through Friday at both Detention



and Corrections facilities. Detention and Corrections facilities sick call shall be held in the medical rooms provided in the inmate housing areas. Additional sick call hours may be added as required.

3. Hours of Coverage:

- a. Twenty- four (24) hour physician services shall be available on-call at both Detention and Corrections facilities. The on-call physician will come to the facility if needed.
- b. **Minimum onsite coverage for on-site physician services at Santa Rita Jail will include eight (8) hours each day, Monday through Friday, and rounds in the OPHU on Saturday or Sunday. A minimum of one hundred sixty (160) hours per week shall be provided for on-site physician services at the Santa Rita Jail, with an additional forty (40) hours per week to be provided at the Glenn E. Dyer Facility. Minimum onsite coverage for Santa Rita will include twenty four (24) hours each day, Monday through Friday and rounds in the OPHU on Saturday and Sunday. Minimum onsite coverage for on-site physician services at Glenn E. Dyer shall include eight (8) hours each day, Monday through Friday. A physician will be on-call and available 24-hours a day.<sup>1</sup>**
- c. OB/GYN physician shall be on site for three (3) to six (6) hours per week, with twenty four (24) hour OB/GYN services available. Support staff shall include a prenatal coordinator, nurse practitioner and medical assistants.
- d. Contractor shall be specific regarding five (5) day per week on-site physician coverage as well as provision for twenty-four (24) hour physician on-call telephone availability. Designated full time equivalents (FTE's) will be maintained at all times (i.e. should a person go on vacation they must be replaced). Staffing plan should include consideration for a relief factor for practitioners.

<sup>1</sup> Said Item 3.b. was amended to read as stated above in Addendum No. 2 of the RFP

- e. The following specialty clinics shall be provided for at the Santa Rita Jail:
  - 1) Optometry, 3-4 hours per month
  - 2) Orthopedics, 4 hours per week

- 3) Physical Therapy, 2 hours per week
  - 4) Obstetrics, 3 hours per week
  - 5) AIDS/HIV, 16 hours per month, and
  - 6) ~~Oral Surgery, 4-6 hours per week. On-site oral surgical procedures shall include:
    - ~~All facial lacerations~~
    - ~~Maxillary LeFort I fractures~~
    - ~~Zygomatic arch fractures~~
    - ~~Traumatic Nasal-Septal deformities~~
    - ~~Mandible fractures (both open and closed)~~
    - ~~Denoalveolar fractures~~
    - ~~Incision and drainage of maxillofacial abscesses~~
    - ~~Complex odontotomies, and~~
    - ~~Complex biopsies<sup>2</sup>~~~~
4. Food Services – Special Diets: Contractor shall adhere to the medical dietary standards outlined in Title 15, Section 1248.
  5. Health Screening – Inmate Workers: Contractor shall provide health screening, including appropriate lab work, for inmate food workers and other inmate workers as required.
  6. Consulting Medical Specialties: Contractor shall make both arrangements and payments for all consulting medical specialty services and special medical equipment (i.e., wheel chairs, braces, crutches, etc.).
  7. Emergency Services: Contractor shall be responsible for all emergency services provided on-site, or off-site, including payment for such services. This shall include both medical and dental.

<sup>2</sup> The above section on Oral Surgery was deleted in its' entirety in Addendum No. 3 of the RFP

8. Outpatient Care: Beds available for use in these areas include twenty-five (25) beds in twenty (20) rooms at Santa Rita Jail. Operations of the OPHU shall include:
  - a. Physician on call twenty-four (24) hours per day; physician is only called when there is no doctor on-site

- b. Physician on-site eight (8) hours per day, forty (40) hours per week, Monday through Friday
  - c. On-site supervision in the OPHU by a licensed registered nurse on a twenty-four (24) hours basis
  - d. Twenty-four (24) hour nursing services
  - e. On-site copy of Manual of Nursing Services
  - f. Separate individual and complete medical record kept for each inmate
9. Suicide Prevention Program: BHCS is the lead agency in this program providing a physician to chair the program's meetings. The ACSO, the medical Contractor, and BHCS work in collaboration to provide prescreening and crisis intervention. They review issues related to suicide prevention, and the resolution of problems in accordance with applicable ACA standards. However, the Suicide Prevention Program is the ultimate responsibility of the medical Contractor.
10. Dental Services: Contractor shall provide emergency, medically necessary and non-emergency dental services, including but not limited to extractions. Potential services shall be provided at least ~~sixteen (16)~~ hours per week at the Glenn E. Dyer Facility and five (5) days a week for at least **forty hours** per week at Santa Rita Jail.<sup>3</sup>
11. Special Needs of Pregnant and Postpartum Women: Provision shall be made to care for the special needs of pregnant and postpartum women. The required services shall include, but are not limited to:
- a. Screening and testing for pregnancy at the time of booking the inmate into the Detention and Correction facility
  - b. Continuation of the currently used Pregnant Female Protocols for use by custodial and health care staff

<sup>3</sup> Above Section 10: Dental Services modified in Addendum No. 3 of RFP

- c. Referral and coordination with a community based methadone treatment program experienced in the special needs of pregnant/postpartum clients
- d. Prenatal education and counseling, and

- e. Establishment of written agreements to assure the continuous availability of the full range of routine and emergency obstetrical services including management of high risk conditions
- 12. Family Planning Services: Contractor shall be responsible for providing family planning services pursuant to Penal Code Sections 3409, 4023.5 and other applicable laws.
- 13. Female Inmates Rights Plan: Contractor is required to meet the requirements of the Reproductive Privacy Act (Jan. 1, 2003), as well as all rights required under law.
- 14. Prosthesis/Glasses: Contractor shall provide and make payment for medically required medical and dental prosthesis and eye glasses.
- 15. Hospital Care: Contractor shall be responsible for making arrangements and payments for all in-patient and out-patient treatment following booking.
  - a. With the exception of emergencies or unavailability of specific services, hospitalization for the acute care needs of all incarcerated inmates is currently contracted for at Alameda County Medical Center (ACMC), Highland Hospital located in Oakland.
  - b. Acute mental health care for all inmates is provided by BHCS through an outside services provider. The medical Contractor shall work in collaboration with the outside mental health services provider.
  - c. Emergency room care for Santa Rita inmates is currently provided by Valley Care Medical Systems. Emergency room care for Glenn E. Dyer inmates is currently provided by ACMC Highland Hospital.
- 16. Pharmaceuticals:
  - a. Contractor shall have the ability to contract for or provide pharmacy services.
  - b. Contractor shall have a qualified, licensed by the State of California on-site pharmacy that shall be responsible for the exercise of proper controls, ordering, payments, and administration, and timely distribution by licensed personnel of all pharmaceuticals.

- c. Contractor shall provide an on-site pharmacist who is duly licensed in the State of California and has correctional experience. The Pharmacist must be on-site filling prescriptions. A fax/fill system is not acceptable. The Pharmacy is open with a Pharmacist on-site Monday through Friday from 7:00 a.m. to 5:00 p.m. After hours and on weekends a pharmacist is on-call 24/7 and must come into the facility as needed.
  - d. Contractor shall, in addition, establish a pharmaceutical committee to review inventory and controls management for all drugs. A pharmacist, duly licensed by the State of California, shall be a member of this committee.
  - e. Pharmacy shall work in collaboration with BHCS and or their contracted services provider when ordering, dispensing, billing and reviewing documents of the psychotropic medicines for all inmates in ACSO Detention and Corrections Facilities.
  - f. County shall be responsible for providing all eligible HIV medication established by the AIDS Drug Assistance Program to eligible inmates in accordance with State regulations.
  - g. Pharmacy shall utilize pill cups that can be are composted (for example, paper), or utilize a system whereby pill cups are reused resulting in a reduction in solid waste generation.
17. AIDS: Contractor shall cooperate with the Alameda County AIDS Task Force in continuing with AIDS education in the Detention and Corrections facilities. AIDS/HIV testing shall be provided as clinically indicated within current community standards or upon inmate or Sheriff's Office staff request, pursuant to Labor and Health and Safety Codes. All testing shall be done in accordance with State law.
18. Ancillary Services: Contractor shall be responsible for laboratory, x-ray and other ancillary services as required. Ancillary services could be performed off-site but preferably on-site. All applicable licensure requirements shall be met prior to the start of the Contract. A written list with the names, years of experience and types of license held for persons who will be providing these services must be given to the ACSO prior to the start of a Contract awarded as a result of this RFP
19. Training and Education:
- Provide for on-going staff training programs as provided for by law or accreditation standards.
- a. Development of regular training schedules for medical staff on pregnancy issues.

- b. Development of training program for review of medical protocol for pregnant inmates.
20. Detoxification from Drugs and Alcohol:
- a. Contractor shall provide detoxification services at the facility in accordance with the American Correctional Association standards. Contractor shall be responsible for providing a methadone maintenance/detoxification program and for obtaining all licenses necessary to operate the program.
  - b. Contractor shall assure that arrangements are maintained whereby pregnant women with histories of drug dependency are evaluated on-site by registered nurses immediately and referred within four (4) hours for high risk obstetrical evaluation. Contractor shall coordinate and pay for enrollment and assessment services of pregnant opiate addicted women for methadone maintenance programs.
21. Transportation: Contractor shall be responsible for arranging and paying for necessary ambulance transportation. The current ambulance transport provider is American Medical Response (AMR). Transportation by automobile shall be the responsibility of ACSO. Policies and procedures for appropriate modes of transportation shall be jointly developed by ACSO and Contractor.
22. Quality Assurance / Oversight / Reporting:
- a. Contractor shall cooperate fully with County's Quality Assurance Program and County Criminal Justice Oversight Committee, which have been designated as advisory to the Board of Supervisors (Board) with regard to criminal justice medical services.
  - b. Contractor shall participate as requested on service related County committees, and with requests for service information and statistics.
  - c. County, at its own expense, shall contract with a neutral third party experienced in medical quality assurance reviews. This third party will conduct monthly audits of inmate medical records for treatment of medical conditions in order to evaluate the timeliness of care, appropriateness of assessment, treatment, type of provider and level of care using sampling techniques mutually agreed upon by County and the third party reviewers. Currently the ACSO is using Health Care Evaluation (HCE) as its third party contractor.

The role of HCE is to review medical records and look for discrepancies in record keeping, diagnosis, or prognosis as it refers to treatment.

Currently Health Care Evaluation randomly selects files to review monthly for items such as timeliness of care, appropriateness of care/documentation, and level of care given to the patient. They generate a monthly report of their findings to the County Administrator's Office and the medical Contractor. The report cites minor errors exceeding 20% and major errors exceeding 10%. If corrective action taken by the medical Contractor is not effective after three (3) consecutive months of findings for the same category, a penalty of three thousand dollars (\$3000) could apply. HCE uses its own audit tool to measure findings.

- d. Contractor shall provide timely written responses to County regarding all issues identified in the medical quality assurance reviews monthly summary. Contractor shall provide timely written responses regarding findings in any cases with which Contractor disagrees.
- e. Results of each medical quality assurance review, as well as recommendations for corrective action, will be provided to the County and Contractor. Contractor will take recommended corrective action, or will advise the County in writing why such corrective action should not be taken. Contractor will cooperate with procedures to resolve any impasse.
- f. Further monitoring is provided by way of adherence to ACA Standards. Contractor shall help to supply documentation for the accreditation process.

Compliance with ACA accreditations is mandatory. Formal audits are required every three (3) years and ACSO will informally perform maintenance audits periodically throughout the year.

- g. Oversight:

The Medical Director, Health Services Administrator, and other appropriate representatives of the medical provider shall regularly attend scheduled meetings of the Criminal Justice Oversight Committee to report on issues of concern to that committee and cooperate on an ongoing basis with designated committee representatives.

23. Medical Audit Committee:

- a. Contractor shall institute and maintain a Medical Audit Committee to be responsible for developing, recommending and implementing all future policies and procedures necessary for the operation of the health care program. The objective of this committee will be to assure quality health care is accessible to all inmates.
- b. Proposed committee shall be comprised of, at a minimum, a physician, representative(s) of the Contractor's administrative unit, nursing services, dental services, pharmacy services, ACSO Project Officer, Criminal Justice Mental Health, and Medical Records personnel.
- c. Committee shall meet at least monthly with a written predetermined agenda, recorded minutes, and copies of reports submitted to the Project Officer.
- d. All services under the purview of health services shall be reviewed and evaluated for quality of care through established and regularly performed audits. These services shall include but are not limited to the following:
  - 1) Primary care services
  - 2) Preventive health service
  - 3) Ancillary services, laboratory and x-ray
  - 4) In-patient services, hospital and OPHU
  - 5) Pharmacy
  - 6) Dental services
  - 7) Medical records
  - 8) Referral medical specialty services
  - 9) Communicable disease control
  - 10) Environmental safety
  - 11) Intake screening health appraisal
  - 12) Out-patient hospital services



- 13) OB/GYN services
- 14) Training orientation

24. Range of Accredited Health Care Services (medical, nursing, dental, pharmacy, laboratory, radiology). Specific expected services include, but may not be limited to:

- a. Intake health screening
- b. Health appraisals
- c. Sick call
- d. Physician services
- e. Maintenance of medical records
- f. Procedures manual(s)
- g. Food services – special diets
- h. Health screening – inmate workers
- i. Consulting medical specialties
- j. Emergency services
- k. Out patient Services
- l. Dental services
- m. Prenatal/pregnancy services
- n. Prosthesis/glasses
- o. Hospital care
- p. Pharmaceuticals
- q. Ancillary services
- r. Detoxification
- s. Transportation
- t. Quality assurance

- u. Statistics and record keeping, and
- v. Health education/family planning/social services

25. Grievance Procedure shall be as follows:

- a. Contractor will follow the current policy and procedure with the ACSO for the communication and resolution of inmate and staff complaints or other items regarding any aspect of health care delivery.
- b. Contractor will continue to follow the Emergency Grievance Procedure designed specifically for pregnant inmates.
- c. Contractor shall develop and follow policies and procedures for dealing with complaints. Patient complaints shall be part of the health services reporting requirements.

26. Access:

Security staff shall accompany health care staff in providing health care services in the cell block area in accordance with written policies or procedures.

27. Legal Services:

Contractor shall actively assist County legal counsel in defense of/or prosecution of any legal action against or on behalf of Alameda County, the County Jail Health Care Staff, ACSO staff or any other County employees or agents. Said assistance shall include, but is not limited to, the timely provision of medical data, medical records and other information as counsel deems necessary to prepare the defense or prosecution, the investigation of claims, the preparation of declarations or

affidavits, and the participation at any trial or hearing as necessary and appropriate.

28. Patient/Inmate Transfers or Releases/Continuity of Care:

- a. Health records of an inmate, who is being transferred, whether for medical or other reasons, shall be evaluated by medical staff and a transfer summary completed. Procedures for transfer of inmates with suspected or known active tuberculosis shall be established by Contractor in compliance with statutory requirements.

- b. Contractor is responsible for notifying the appropriate public health agencies of reportable illnesses and communicable diseases prior to inmate release where possible.
- c. ACSO is in the process of developing a compassionate care release program. Humanitarian, court approved releases are currently used whenever feasible.

29. Staff Contagious Disease Testing:

Contractor must have a plan that includes testing for other exposures on a case-by-case basis for various contagious diseases.

30. Inmate Court Referral Protocols:

Contractor must have in place procedures and protocols for addressing medical referrals from the courts (Section 4011 of the Penal Code).

31. Medical Records Audit Consultant:

Contractor shall cooperate with the outside medical records review program as provided by the County.

32. Responsibility for Mental Health Services:

After initial screening by Contractor, County shall be responsible for any services related to mental health. Employees responsible for mental health screening are to have specialized training and/or degrees in this area. Contractor shall make appropriate referrals to the County's Criminal Justice Mental Health staff, and when observations warrant such, cooperate in any ongoing treatment as prescribed by mental health practitioners.

**Contractor will collaborate with CJMH Mental Health services by providing timely responses to requests for medical evaluations, medical consults, and laboratory analyses. Nurses employed by the Contractor will administer psychotropic medications including injections as ordered by CJMH psychiatrists.**

33. Transition:

- a. Contractor shall be responsible for ensuring that the management and operational responsibilities for health services are transferred as smoothly as possible from any preceding Contractor's medical services.

- b. Contractor shall be responsible for the following:
- 1) Strategic/operational planning
  - 2) In-service training
  - 3) Supervising and development of a disease/injury oriented medical record system
  - 4) Developing drug utilization data
  - 5) Establishing professional contracts with referral facilities
  - 6) Evaluating existing inventories
  - 7) Personnel recruitment
  - 8) Ordering of supplies and equipment
  - 9) Developing both internal and external plans for emergency care, and
  - 10) Establishing reporting procedures

F. DELIVERABLES/REPORTS

1. Medical Records are of a secure and confidential nature. Contractor shall agree to maintain confidentiality of the health care records as is required by law. In the event of a contract termination, records shall be returned to County to assure compliance with medical records retention practices.
2. Records Maintenance: Individual inmate health records shall include but will not be limited to:
  - a. Pre-screen history
  - b. Medical evaluation report
  - c. Complaints of injury or illness and action taken
  - d. Physician orders
  - e. Progress notes
  - f. Names of all personnel treating, prescribing, and/or issuing medication

- g. Medications administered
- h. All laboratory, x-ray, and other documentation of treatment provided, and
- i. All off-site services shall be documented

It shall be noted that a maximum of twenty percent (20%) minor and a maximum of ten percent (10%) major error rate will be a goal per year<sup>4</sup> for the coming Contract term per year as determined by the independent neutral third party contractor and Contractor's quality assurance program.

~~The current penalty for exceeding 20% minor and 10% major medical errors, where the same category of error is repeated three consecutive months, is three thousand dollars (\$3000).<sup>5</sup> A minor error might include "file not found," "signature" or "documentation missing." A major error would be determined by a peer review panel and might include an error that caused severe injury or death to a patient.~~

- 3. Procedures Manual: Contractor shall be responsible for maintaining an updated on-site procedures manual that meets the requirements of applicable standards as outlined by the ACA, as well as the requirements of the Sheriff's Office as defined in Title 15, Section 1206. A separate communicable disease manual shall also be maintained onsite.

<sup>4</sup> Sentence amended to read as above in Addendum No. 1 of RFP

<sup>5</sup> Sentence above deleted as stated in Addendum No. 1 of RFP

- 4. Contractor shall produce monthly statistical reports on health services utilization which shall be provided to the County and ACSO using the data set and report formats approved by the County. A quarterly synopsis of this data should be sent to the Sheriff of Alameda County. In addition to monthly reports, quarterly and annual summaries shall also be submitted relating to progress toward agreed upon objectives for County detentions and corrections health services and the status of personnel-related activities.
- 5. Contractor shall make available accrued data regarding services provided. Data shall be compiled in appropriate reports as defined by the ACSO and shall initially require a monthly reporting mechanism defined by the ACSO.

6. Monthly statistical reports on health services utilization shall be provided to the Project Officer using data set and report formats approved by the County. In addition to monthly reports, quarterly and annual summaries shall also be submitted relating to progress toward agreed upon objectives for the County Jail Health Services and recruiting, disciplinary and other affirmative action statistics.

**EXHIBIT G**

**SECTIONS FROM PHS PROPOSAL**

The attached documents are from the original proposal submitted by Prison Health Services on December 7, 2007 and are being incorporated and made a part of this contract Agreement between Alameda County (County) and Prison Health Services (PHS) as requested by PHS





ALAMEDA COUNTY BOARD OF SUPERVISORS

\*\* MINUTE ORDER \*\*

The following was action taken by the Board of Supervisors on July 21, 2009

Approved as Recommended  Other

Unanimous  Carson  Haggerty  Miley  Steele  Lai-Bitker  - 4  
Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

- Resolution(s) \_\_\_\_\_
- Ordinance(s) \_\_\_\_\_
- Contract(s) \_\_\_\_\_

File No. 23290  
Item No. 57A

Document to be signed by Agency/Purchasing Agent

Contract(s) 900324, 3459

Copies sent to:

Debbie Sullivan

Special Notes:



I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:  
Crystal Hishida Graff, Clerk of the Board  
Board of Supervisors

By: R. Bailey  
Deputy

# Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12<sup>th</sup> Floor, Oakland, CA 94612-4305



Gregory J. Ahern, Sheriff

Coroner - Public Administrator - Marshal  
Director of Emergency Services

AGENDA # 57A July 21, 2009

July 6, 2009

Honorable Board of Supervisors  
County of Alameda  
1221 Oak Street, Suite 536  
Oakland, CA 94612-4305

Dear Board Members:

**SUBJECT:** APPROVE A CONTRACT INCREASE AND AMENDMENT WITH PRISON HEALTH SERVICES, INC. FOR COMPREHENSIVE INMATE MEDICAL CARE, REQUEST FOR PROPOSAL (RFP) NO. 900324; AMOUNT \$4,455,054

RECOMMENDATION:

Authorize the Purchasing Agent to sign the First Amendment to Master Contract No. 900324 (and Procurement Contract #3459) with Prison Health Services, Inc., (PHS) (Larry H. Pomeroy, Sr. Vice President), Brentwood, TN, with a regional office in Alameda, CA, to provide expanded services to the inmates in the custody of the Alameda County Sheriff's Office (ACSO) at Glenn E. Dyer Detention Facility (GEDDF) from July 1, 2009 through June 30, 2011, and increase the estimated contract amount from \$77,644,623 to \$82,099,677, an increase of \$4,455,054.

DISCUSSION/SUMMARY:

On May 13, 2008, Item No. 27, File No. 23386, your Board authorized a contract award to Prison Health Services (PHS) for the provision of comprehensive inmate medical services at the Santa Rita Jail (SRJ) and Glenn E. Dyer Detention Facility (GEDDF). The current contract amount of \$77,644,623 is for the period beginning July 1, 2008 through June 30, 2011. The combined average daily population (ADP) of inmates expected to be serviced was 4580.

The recommended Amendment would adjust the combined ADP to 4800. The ADP at GEDDF has increased by approximately 380 inmates since December, 2008. The requested funding increase is required to expand services at GEDDF for the provision of radiology services, as required, dental services 24 hours per week, and a full service pharmacy on-site at the facility. Currently the ACSO transports inmates daily from GEDDF to SRJ to receive needed treatments

and services. The expansion of services will eliminate the need for additional ACSO staff who must accompany the inmates to and from both facilities, and the increase in transportation costs (fuel and vehicle maintenance).

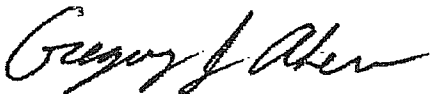
SELECTION CRITERIA/PROCESS:

*ACSO worked with the General Services Agency (GSA) Purchasing Department to issue a Request for Proposal (RFP) on September 14, 2007. Two complete responses were evaluated and PHS was ranked the highest scoring qualified vendor. At the time the new contract was approved, SLEB participation was limited to approximately 13% of the total contract amount due to the range and types of services mandated, and the stringent legal requirements for correctional medical care providers, excluding major areas of expenses going to SLEB vendors, such as, payments to local non-profit community based hospitals for inpatient care, emergency room services and specialty clinics, and outside physician and specialized professional services. During the first year of the contract PHS has paid \$1,028, 014, or 4.30%, to two of their SLEB vendors, PHS Medical Corporation (Alameda) and J.C.L Print Associates (Pleasanton). The specialized nature of the services being recommended for GEDDF encompasses the full amount being requested for the provision of these services, and there are no opportunities for increased SLEB dollars. PHS continues to actively pursue SLEB involvement throughout this contract, and has recently identified a small local vendor to quote on an extensive listing of medical supplies.*

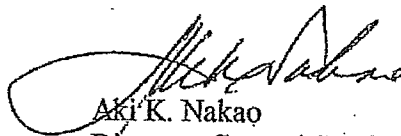
FUNDING:

Funding for this contract amendment will be included in the Sheriff's Office FY 2009-2010 budget and will be requested in subsequent budget years.

Respectfully submitted,



Gregory J. Ahern  
Sheriff/Coroner



Aki K. Nakao  
Director, General Services Agency

Attachment

AKN:SP:mp:Board Letters\Purchasing\FY 2009-10\Comprehensive Inmate Medical Care (Prison Health Svs Ino)

cc: Susan Muranishi, County Administrator  
Patrick O'Connell, Auditor-Controller  
Richard E. Winnie, Office of the County Counsel

ATTACHMENT 1

This summary is a comparison of the previously approved base contract amounts for the agreement between ASCO and PHS and what the ACSO is proposing in the amendment for the remaining contract term of July 1, 2009 through June 30, 2011.

Budget FY	Current PHS Base Contract Amount	GEDDF Pop Increase	Dental Option	Pharmacy Option	Amended Costs	Contract Total
2008-09	23,895,800.00	328,722.00	0.00	0.00	328,722.00	24,452,429.60
2009-10	25,903,047.00	1,479,144.00	231,144.00	278,304.00	1,988,592.00	27,891,639.00
2010-11 1033	27,845,775.74	1,628,292.00	231,144.00	278,304.00	2,137,740.00	29,983,515.74
TOTAL:	77,644,622.74				4,455,054.00	82,327,584.34

Shery 5972

## First Amendment

To

### County of Alameda Medical Services Agreement

**THIS FIRST AMENDMENT** (hereinafter the "First Amendment") to the Medical Services Agreement, Contract No. 900324 (hereinafter the "Agreement"), is made and entered into this 30<sup>th</sup> day of July 2009, by and between Prison Health Services, Inc., (hereinafter "PHS") and the County of Alameda (hereinafter the "County").

In addition to any Amendments set forth herein, PHS and the County hereby seek to memorialize and reaffirm the compensation due and owed to PHS by the County, for past services rendered under expired Contract No. 10123/EP/03 (hereinafter the "Expired Contract"), as amended.

#### I. ACKNOWLEDGEMENT & REAFFIRMATION

The County hereby acknowledges and reaffirms that compensation is due and owed to PHS for past services rendered (and accepted by the County) during the period from September 1, 2007 through June 30, 2008. As consideration for such, the County hereby agrees to pay PHS a one time lump sum payment in the amount of Two Hundred Twenty Seven Thousand Nine Hundred Seven dollars and Sixty cents (\$227,907.60), under the applicable terms and conditions of the Expired Agreement. Specifically, in accordance with Section VI - Item B of the Expired Agreement, PHS is entitled to monthly adjustments in payments for reported per diem excess charges based on the difference between the combined average daily population (ADP) of 4,100 and the actual daily population in excess of 4,100 of ACSO inmates, averaged over the affected calendar months of September 2007 through June 2008. As such, the County hereby agrees to tender payment to PHS in the amount of Two Hundred Twenty Seven Thousand Nine Hundred Seven dollars and sixty cents (\$227,907.60) within thirty (30) days of PHS' Invoice for such services.

#### II. AMENDMENTS TO THE AGREEMENT (CONTRACT NO. 900324)

WHEREAS, the County and PHS entered into the Agreement on July 1, 2008, by which PHS assumed the responsibilities for the provision of comprehensive medical services to be delivered to inmates in the custody of the Alameda County Sheriff's Office (hereinafter the "ACSO"); and

WHEREAS, the County expanded services at its Glenn E. Dyer Detention Facility (hereinafter "GEDDF") to increase its population and to increase booking at GEDDF; and

WHEREAS, the County increased the number of inmate transfers between Santa Rita Jail (hereinafter "SRJ") and GEDDF; and

WHEREAS, the County has chosen to expand services at GEDDF to include the provision of dental and radiology services; and

WHEREAS, the County has chosen to expand pharmacy services at GEDDF to include full service pharmacy services on site;

**NOW THEREFORE** for valuable consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the County and PHS hereby agree to effectuate the following changes:

1. The "Staffing Pattern for Santa Rita Jail" and the "Staffing Pattern for Glenn E. Dyer Detention Facility" expressed in Full Time Equivalent (hereinafter "FTEs") attached as Exhibit A3 to the Agreement is amended by replacing the current Staffing Pattern for GEDDF as expressed in FTEs with the revised GEDDF Staffing Pattern to accommodate an ADP of 800 inmates. The revised GEDDF Staffing Pattern is attached hereto as Exhibit A to this First Amendment.
2. The base monthly contract cost for GEDDF, calculated by PHS as stated in its original proposal, and the monthly contract cost for the amended Staffing Pattern for GEDDF shall increase the monthly payment by the following amount:
  - a. Applying retroactively to the period from April 1, 2009 and June 30, 2009 (3 calendar months), the increased staffing cost due and owed to PHS is \$109,574.00 per month.
3. The base monthly cost for GEDDF, as stated by PHS in its original proposal, and the monthly increase in ADP/Staffing Pattern, and the addition of radiology services, dental services and pharmacy services at GEDDF shall increase the monthly payment cost by the following amounts:

- a. Beginning July 1, 2009 through June 30, 2010, the increased cost is \$165,716.00 per month; and
- b. Beginning July 1, 2010 through June 30, 2011, the increased cost is \$178,145.00 per month.

However, PHS hereby agrees to deduct the monthly amount of \$19,262.00 from the monthly payments set forth in Sections 3a and 3b of this First Amendment, until the dental services ("Dental Option") agreed upon by the Parties are being provided by PHS at the GEDDF. In the event the Dental Option commences at the GEDDF on a day other than the first or last day of the calendar month, PHS and the County hereby acknowledge and agree that any deduction due and owed to the County shall be prorated accordingly.

Additionally, PHS hereby agrees to deduct the monthly amount of \$23,192.00 from the monthly payment amounts set forth in Sections 3a and 3b of this First Amendment until the pharmacy services ("Pharmacy Option") agreed upon by the Parties are being provided by PHS at the GEDDF. In the event the provision of pharmaceutical services at the GEDDF commences on a day other than the first or last day of the calendar month, PHS and the County hereby acknowledge and agree that any deduction due and owed to the County shall be prorated accordingly.

The maximum compensation payable to PHS under Sections 2a, 3a, and 3b of this First Amendment is \$4,455,054.00. As such, the maximum compensation payable under the Agreement as amended shall increase from \$77,644,623.00 to \$82,099,677.00, a total increase of \$4,455,054.00. The increased amount shall include the new GEDDF staffing pattern attached to this First Amendment as Exhibit A, and shall include the radiology services, the dental services, and the full-service pharmacy services at GEDDF. This increased amount does not include the sum of \$227,907.60 previously discussed in Section I of this First Amendment (for past services rendered).

4. Section B.1.a. "The Payment Terms and Annual Increases" portion of Exhibit B to the Agreement, is hereby deleted and superseded in its entirety as follows:

Pricing is based on a combined average daily population (ADP) for both facilities of 4,900 inmates. Should the combined monthly ADP exceed 4900 inmates, PHS will charge a per diem per inmate to cover incremental variable (non-staffing) expenses. Conversely, should the combined monthly ADP decrease below 4,200 inmates, PHS will issue a credit to the ACSO to cover savings in incremental variable (non-staffing) expenses. Both charge and credit amounts by contract year are set forth in Section C of Exhibit B of the Agreement.

5. Section B.3.v., "Quality Assurance / Oversight / Reporting" of Exhibit A-2 ("Scope of Work") to the Agreement, is hereby deleted and superseded in its entirety as provided in Exhibit B to this First Amendment.
6. It is the intent of PHS and the County that the Reaffirmation and Acknowledgement Section of this First Amendment (Section I) shall apply retroactively to services rendered by PHS dating back to September 1, 2007. Consistent therewith, the County shall pay PHS a one time lump sum payment in the amount of \$227,908.00 within thirty (30) days of being invoiced for such services.
7. This First Amendment shall be effective as of July 1, 2009 (hereinafter "Effective Date"). However, this Effective Date shall in no way affect or alter the retroactive provisions and/or any payments due hereunder, as previously set forth herein.
8. In all other respects, the terms and conditions of the Agreement, except as amended herein, shall continue unchanged and in full force and effect.
9. This First Amendment contains the entire agreement between the Parties hereto with respect to this First Amendment and supersedes all prior agreements, written or oral, and negotiations between the Parties regarding this First Amendment.



IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year indicated.

COUNTY OF ALAMEDA

PRISON HEALTH SERVICES, INC.

By: [Signature]

By: [Signature]

Name: Tom Clain  
(Printed)

Name: Rodney D. Holliman  
(Printed)

Title: Purchasing Agent

Title: President Community Corrections

Date: 7/28/09

Date: 7/09/2009

Approved as to form:

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

By: [Signature]  
County Counsel

APPROVED AS TO FORM  
by LEGAL DEPT.

[Signature]

**EXHIBIT A**

**TO THE FIRST AMENDMENT TO COUNTY OF  
ALAMEDA MEDICAL SERVICES AGREEMENT**

**STAFFING PATTERN FOR  
SANTA RITA JAIL**

<b>POSITION</b>	<b>Hrs/Wk</b>	<b>FTE</b>
<b>DAY SHIFT</b>		
Medical Director - See Note 1)	40	1.00
Physician - See Note 1)	160	4.00
Case Manager (HIV)	40	1.00
Nurse Practitioner/Physicians Assistant - See Note 1)	120	3.00
Dentist	40	1.00
Health Services Admin. - See Note 2)	40	1.00
DON	40	1.00
Asst. Health Services Administrator	40	1.00
Comm. Disease Coordinator	40	1.00
Quality Assurance Coordinator	40	1.00
Administrative Asst/Secretary	120	3.00
Dental Assistant	40	1.00
Medical Assistant	272	6.80
Perinatal Coordinator	32	0.80
Perinatal Educator	8	0.20
Medical Records Supervisor	40	1.00
Medical Records Clerk	552	13.80
Laboratory Technician	40	1.00
Nurse Supervisor	104	2.60
Registered Nurse - See Note 3)	1,112	27.80
Licensed Vocational Nurse - See Note 3)	1,520	38.00
<b>TOTAL HOURS/FTE per week</b>	<b>4,440</b>	<b>111.00</b>

- Notes: 1) On call twenty-four (24) hours per day.  
 2) On call twenty-four (24) hours per day (or designated Assistant Health Services Admin).  
 3) Including holidays.

**STAFFING PATTERN FOR  
SANTA RITA JAIL CLINICS**

POSITION	Hrs/Wk	FTE
<b>DAY SHIFT</b>		
Ortho	4	0.10
Optometry	0	0.00
AIDS/HIV	4	0.10
OB/GYN	6	0.15
Physical Therapy	12	0.30
<b>TOTAL HOURS/FTE per week</b>	<b>26</b>	<b>0.65</b>

**STAFFING PATTERN FOR  
GLENN E. DYER DETENTION FACILITY**

**ADP > 400 (with part-time Dental)**

POSITION	Hrs/Wk	FTE
<b>DAY SHIFT</b>		
Physician - See Note 1)	40	1.00
Dentist	24	0.60
Dental Assistant	24	0.60
Asst. HSA/RN Supervisor	40	1.00
Administrative Asst/Secretary	40	1.00
Pharmacist	40	1.0
Pharmacy Tech	40	1.0
Medical Records Clerk	140	3.50
Registered Nurse - See Notes 2) & 3)	320	8.00
Licensed Vocational Nurse - See Note 3)	304	7.60
Medical Assistant	40	1.00
<b>TOTAL HOURS/FTE per week</b>	<b>1052</b>	<b>26.30</b>

Notes: 1) On call twenty-four (24) hours per day. 2) Includes Radiology services provided 2 half days per week by Clearview X-Ray. 3) Including holidays

**Total - All Facilities 5,518 137.95**

**EXHIBIT B**

**TO THE FIRST AMENDMENT TO COUNTY OF ALAMEDA  
MEDICAL SERVICES AGREEMENT**

v. *Quality Assurance / Oversight / Reporting:*

- 1) **PHS** shall cooperate fully with the Adult Inmate Medical Services Panel (AIMS Panel) and County Criminal Justice Oversight Committee, which have been designated as advisory to the Board of Supervisors (Board) with regard to criminal justice medical services.
- 2) **PHS** shall participate as requested on service related **County** committees, and shall promptly comply upon receipt of requests for service information and statistics by the **AIMS Panel and Criminal Justice Medical & Mental Health Committees**. **PHS** shall forward in writing the requested information to the **ACSO** for review.
- 3) **County**, at its own expense, shall contract with an independent neutral third party experienced in medical quality assurance reviews. This third party Contractor will conduct monthly review audits of the medical records of not-in-custody inmates to evaluate the timeliness of care, appropriateness of assessment, treatment, type of provider and level of care, while the former inmate was in custody, using sampling techniques mutually agreed upon by **County, PHS** and the **AIMS Panel**.

The third party reviewers shall act in an advisory capacity only and are not granted any rights of contract enforcement. Currently the **ACSO** is using American Health ("AH") as its third party Contractor. The role of AH is to review medical records and look for discrepancies in record keeping, diagnosis, or prognosis as it refers to treatment.

The audits completed by the third party medical auditor shall include, but not be limited to:

- a) Master Problem List;
- b) Segregation;
- c) Seizure disorders;
- d) Medication Administration Record;
- e) Medication orders;
- f) Hypertension;
- g) PAP results;
- h) Diabetes;
- i) Intra-system transfers;
- j) Diagnostic services;
- k) Health assessment;
- l) Assessment protocols;
- m) Nurse sick call;
- n) HIV;
- o) Tuberculosis care; and,
- p) Refusal of treatment.

These audits are conducted using correctional care criteria reviewed and approved by the County, PHS and the third party reviewer, currently AH. The completed audit studies of medical records shall be made available to the County Board of Supervisors, CAO, ACSO, AIMS Panel, and PHS upon request.

AH randomly selects files of former inmates to review and audit monthly for items such as timeliness of care, appropriateness of care/documentation, and level of care given to the inmates during incarceration. AH generates a monthly report of their findings to the County Administrator's Office (CAO), the ACSO, and AIMS Panel.

- 4) The AIMS Panel will inform PHS in writing of any areas of concern. PHS will provide written acknowledgement within 10 days. The PHS Medical Director, Health Services Administrator, and other appropriate staff will be invited to the AIMS panel to review the area(s) of concern. If after this review, the AIMS panel concludes a written plan of action is necessary PHS will prepare a written corrective action plan and present it to the AIMS Panel and the ACSO within 30 days.

As an advisory body to the Board, the AIMS Panel may choose to communicate directly with the Board regarding any area(s) of concern on inmate health, including recommendation for the assessment of fines. The penalty amount may range from One Thousand Dollars (\$1,000) to a maximum of Three Thousand Dollars (\$3,000) per occurrence. If PHS does not provide written acknowledgement within 10 days following notification from the AIMS Panel of areas of concern it will be subject to a fine of One Thousand Dollars (\$1,000) per occurrence.

- a) If a Major medical error is not corrected on timely basis as determined by the Alameda County Sheriff Office and the AIMS Panel, it will be considered a material breach of this Agreement.
  - b) Matters that constitute a Major medical error shall be determined by the AIMS Panel and the ACSO.
- 5) PHS shall supply documentation for the accreditation processes as identified by the Alameda County Sheriff Office.

Compliance with accreditations as identified by the Alameda County Sheriff Office is mandatory.

6) Oversight:

The Medical Director (currently Dr. Orr), or Health Services Administrator (currently Bill Wilson), and other appropriate representatives of the medical provider shall regularly attend scheduled meetings of the Criminal Justice Medical and Mental Health Committee to report on issues of concern to that Committee and shall cooperate on an ongoing basis with designated Committee representatives.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/05/09

PRODUCER  
1-800-733-4474  
Arthur J. Gallagher Risk Management Services, Inc.  
Gallagher Healthcare  
9821 Katy Freeway  
Suite 700  
Houston, TX 77024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Prison Health Services, Inc.  
America Service Group Inc.  
105 Westpark Drive, Suite 200  
Brentwood, TN 37027

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: HARTFORD CAS INS CO	29424
INSURER B: ILLINOIS NATL INS CO	23817
INSURER C: NATIONAL UNION FIRE INS CO OF PITTS	19445
INSURER D: AIG CAS CO	19402
INSURER E: INSURANCE CO OF THE STATE OF PA	19429

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	61UUNGY8394	01/01/09	01/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	WC4552915-WI & WC1558098	FL 06/01/09	06/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$ 1,000,000
C		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC4552914-CA	06/01/09	06/01/10	E.L. EACH ACCIDENT \$ 1,000,000
D			WC623293 (OR)	06/01/09	06/01/10	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
E			WC4552913	06/01/09	06/01/10	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
WC - Covered states: AL, AZ, CA, CO, FL, GA, IL, KS, MA, MI, NC, NJ, NM, NY, NV, OR, PA, SC, TN, TX, VA, VT, WI  
with regard to Workers' Compensation Blanket Waiver of Subrogation as required by written contract.

## CERTIFICATE HOLDER

Alameda County  
01 Lakeside Drive, Suite 907  
Oakland, CA 94612

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

USA



# CERTIFICATE OF LIABILITY INSURANCE

ISSUE DATE 1/1/2008

**PRODUCER**

Alliant Insurance Services Houston LLC  
 5847 San Felipe, Suite 2750  
 Houston, Texas 77057  
 832-485-4000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

**INSURED**

PRISON HEALTH SERVICES, INC.  
 AMERICA SERVICE GROUP, INC.  
 105 WESTPARK DRIVE, #200  
 BRENTWOOD, TN 37027

INSURER A:	Lexington Insurance Company - NAIC # 19437
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES:**

THIS IS TO CERTIFY THAT THE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	679-5963	01/01/09	01/01/10	GENERAL AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY	\$ 1,000,000
					EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 100,000
					MED EXPENSE (Any one person)	\$ None
	GENERAL AGGREGATE LIMIT APPLIES PER					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				(Each accident)	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY	\$
	<input type="checkbox"/> SCHEDULED AUTOS				(Per person)	
	<input type="checkbox"/> HIRED AUTOS				BODILY INJURY	\$
	<input type="checkbox"/> NON-OWNED AUTOS				(Per accident)	
	<input type="checkbox"/> GARAGE LIABILITY				PROPERTY DAMAGE	\$
	<input type="checkbox"/> OTHER					
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE EACH EMPLOYEE	\$
A	<b>MEDICAL PROFESSIONAL LIABILITY (Claims Made Coverage)</b>	679-5042	01/01/08	01/01/10	*INCIDENT	\$ 1,000,000
					*AGGREGATE	\$ 3,000,000
					*TOTAL POLICY AGGREGATE	\$ 10,000,000
	<b>OTHER:</b>				EACH OCCURRENCE	\$
					GENERAL AGGREGATE	\$

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:**

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representative are an Additional Insured, but only with respect to the acts of the Named Insured shown above. Coverage is limited to Medical Professional Services provided on behalf of the Insured shown above.

The limits shown above are inclusive of the applicable policy self insured retention.

**CERTIFICATE HOLDER**

ALAMEDA COUNTY SHERIFF'S OFFICE  
 1401 LAKESIDE DRIVE, 12TH FLOOR  
 OAKLAND, CA 94612

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

  
 AUTHORIZED REPRESENTATIVE



sheriff 5972

## SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement ("Second Amendment") is made by the County of Alameda ("County") and Prison Health Services, Inc., ("Contractor") with respect to that certain agreement entered by them on December 8, 2008, and that certain First Amendment to Contract, (collectively referred to herein as the "Contract") pursuant to which Contractor provides health services to inmates in the custody of the Alameda County Sheriff's Office to County.

County and Contractor agree as follows:

- 1) For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
- 2) Except as otherwise stated in this Second Amendment, the terms and provisions of this Second Amendment will be considered to be effective as of July 1, 2010.
- 3) Contractor's name shall be changed from Prison Health Services Inc. to PHS Correctional Healthcare.
- 4) Page 30, Exhibit A-2, Section B, Item 3, p, 5), is replaced with "The County shall be responsible for providing and paying for all eligible HIV/AIDS medications."
- 5) Page 51, Exhibit B, Section A, Item 2 is replaced with "The County will be responsible for the cost of HIV/AIDS medications. The cost of psychotropic medications will be borne by the County's Mental Health Provider, Behavioral Health Care Services (BHCS)."
- 6) Page 69, Exhibit F, Section D, Item 16, f is replaced with "The County shall be responsible for providing and paying for all eligible HIV/AIDS medications."
- 7) Except as expressly modified by this Second Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

PHS CORRECTIONAL  
HEALTHCARE

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

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

Name: \_\_\_\_\_  
John Glann

Name: **Rodney D. Holliman**  
(Printed)

Title: Purchasing Agent

Title: PRESIDENT, COMMUNITY CORRECTIONS

Date: 9/17/10

Date: 9/13/2010

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

**EXHIBIT C**  
**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall provide an additional insurance endorsement page that names as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance affected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall maintain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> <li>— Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.</li> <li>— Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> <li>- Department/Agency issuing the contract</li> </ul> </li> </ol>	

# CERTIFICATE OF LIABILITY INSURANCE

ISSUE DATE 9/16/2010

**PRODUCER**

Alliant Insurance Services Houston LLC  
 5847 San Felipe, Suite 2750  
 Houston, Texas 77057  
 832-485-4000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

**INSURED**

PRISON HEALTH SERVICES, INC.  
 AMERICA SERVICE GROUP, INC.  
 105 WESTPARK DRIVE, SUITE 200  
 BRENTWOOD, TN 37027

INSURER A: Lexington Insurance Company - NAIC # 19437  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	679-5963	01/01/10	01/01/11	GENERAL AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY	\$ 1,000,000
					EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 100,000
					MED EXPENSE (Any one person)	\$ None
	GENERAL AGGREGATE LIMIT APPLIES PER					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Each accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> GARAGE LIABILITY					
	<input type="checkbox"/> OTHER					
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE EACH EMPLOYEE	\$
A	MEDICAL PROFESSIONAL LIABILITY (Claims Made Coverage)	644-0015	01/01/10	01/01/12	*INCIDENT	\$ 1,000,000
					*AGGREGATE	\$ 3,000,000
					*TOTAL POLICY AGGREGATE	\$ 10,000,000
	OTHER:				EACH OCCURRENCE	\$
					GENERAL AGGREGATE	\$

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:**

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representative are an Additional Insured, but only with respect to the acts of the Named Insured shown above. Coverage is limited to Medical Professional Services provided on behalf of the Insured shown above.

**CERTIFICATE HOLDER**

SANTA RITA JAIL (ALAMEDA COUNTY SHERIFF'S OFFICE)  
 1401 LAKESIDE DRIVE, 12TH FLOOR  
 OAKLAND, CA 94612

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/16/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> 1-800-733-4474 Arthur J. Gallagher Risk Management Services, Inc. Gallagher Healthcare 9821 Katy Freeway Suite 700 Houston, TX 77024 Sallie M. Bartoe	<b>CONTACT NAME:</b> Alexis Brunson <b>PHONE (A/C, No, Ext):</b> 713-935-8823 <b>FAX (A/C, No):</b> 713-365-6590 <b>E-MAIL ADDRESS:</b> alexsis_brunson@ajg.com <b>PRODUCER CUSTOMER ID#:</b> AMERSER-01														
<b>INSURED</b> Prison Health Services, Inc./America Service Group, Inc.  105 Westpark Drive, Suite 200  Brentwood, TN 37027	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: HARTFORD CAS INS CO</td> <td style="text-align: center;">29424</td> </tr> <tr> <td>INSURER B: ILLINOIS NATL INS CO</td> <td style="text-align: center;">23817</td> </tr> <tr> <td>INSURER C: INSURANCE CO OF THE STATE OF PA</td> <td style="text-align: center;">19429</td> </tr> <tr> <td>INSURER D: NATIONAL UNION FIRE INS CO OF PITTS</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: HARTFORD CAS INS CO	29424	INSURER B: ILLINOIS NATL INS CO	23817	INSURER C: INSURANCE CO OF THE STATE OF PA	19429	INSURER D: NATIONAL UNION FIRE INS CO OF PITTS	19445	INSURER E:		INSURER F:	
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INSURER D: NATIONAL UNION FIRE INS CO OF PITTS	19445														
INSURER E:															
INSURER F:															

**COVERAGES**

**CERTIFICATE NUMBER: 17394467**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR_WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		61UUNGY8394	01/01/10	01/01/11		COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC1558098 (FL)	06/01/10	06/01/11	<input checked="" type="checkbox"/>	WC STATU-TORY LIMITS
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	WC067712460 - AOS	06/01/10	06/01/11		E.L. EACH ACCIDENT \$ 1,000,000
D	Mandatory in NH		WC067712461-CA	06/01/10	06/01/11		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC1894562 (TX)	06/01/10	06/01/11		E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 WC - Covered states: AL, AZ, CA, CO, FL, GA, IA, IL, KS, MI, NC, NJ, NM, NV, NY, PA, TN, TX, VA and VT.  
 With regard to Workers' Compensation Blanket Waiver of Subrogation as required by written contract.

**CERTIFICATE HOLDER** **CANCELLATION 30 days**

Alameda County  01 Lakeside Drive, Suite 907  Oakland, CA 94612  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
--	---

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



2. The bodily injury occurs on or after the retroactive date but prior to the end of the policy period; and
3. A claim for damages because of the bodily injury is first made against the insured during the policy period or the extended reporting period, if applicable.

D. Defense Costs

Notwithstanding the fact that we are not obligated to indemnify you for defense costs, defense costs are nevertheless included within and reduce the Each Medical Incident Limit shown on the Declarations. Defense costs are in addition to the General Aggregate Limit and Aggregate Physician Limit shown in the Declarations.

**II. WHO IS AN INSURED**

The following are insureds under this Coverage Part:

1. You.
2. An individual and the individual's spouse are insureds, but only with respect to the conduct of your business named in the Declarations of which such individual is the sole owner.
3. A partnership or joint venture is an insured, but only if the partnership or joint venture is specifically listed as a Named Insured. The partnership's partners or joint venture's members and their spouses are also insureds, but only with respect to the conduct of your business.
4. A limited liability company is an insured, but only if the limited liability company is specifically listed as a Named Insured. The limited liability company's members are also insureds, but only with respect to the conduct of your business. Your managers are insureds but only with respect to their duties as your managers.
5. If you are designated in the Declarations as other than partnership, joint venture or limited liability company, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties for you.
6. Your employees, other than your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), are insureds, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
7. Any student enrolled in a training program in connection with your professional services, but only when acting within the scope of his or her duties and at your direction.
8. Any of your authorized volunteer workers, other than a healthcare provider, but only while acting within the scope of their duties as such and at your direction.
9. Your legal representative if you die, but only with respect to his or her duties as a legal representative.
10. Your superintendents, administrators, directors, department heads and heads of the medical staff, but only in their capacity as such.

11. Members of your boards and committees, but only for conduct arising out of their duties as board or committee members and those who execute orders from your boards or committees, but only while in the course and scope of executing those orders.
12. Your trustees and governors, but only for the conduct of your business within the course and scope of their employment or their duties as trustees or governors.
13. Any person or organization with whom you are obligated by virtue of a written contract to provide insurance is an Insured, but only as respects your acts or the acts of those employed or contracted by you within the scope of their employment or contract with you and while performing duties related to the conduct of your business.
14. Melvin Kolb, M.D., P.C. is an Insured, but only for claims or suits resulting from professional services provided by or which should have been provided by Melvin Kolb, M.D. on your behalf.

←  
Add to  
Insured  
Words

### III. EXCLUSIONS

#### A. EXCLUSIONS APPLICABLE TO PARTS A., B., AND C., OF THE INSURING AGREEMENT:

This insurance does not apply to any medical incident, claim or suit arising out of:

1. Prior Acts

Acts, errors or omissions of which an Insured had knowledge prior to the inception date of the policy period. If, as of such date, an Insured could reasonably foresee that a claim might result. If this policy is a renewal with us, where used in this exclusion the "inception date" is that of the earliest preceding policy for which we have continuously provided the protection provided by this policy.

2. Damage to Property

Any damage to real or personal property and consequential loss resulting therefrom.

3. Workers Compensation and Similar Laws

Any obligation an Insured has under a workers compensation, disability benefits, or unemployment compensation law or any similar law.

4. Employer's Liability

Bodily Injury to:

a. An employee of yours arising out of and in the course of:

- i. Employment by you; or
- ii. While performing duties related to the conduct of your business; or

b. Any claims or suits by a spouse, child, parent, grandparent, brother, or sister of that employee as a consequence of subparagraph a. above.

This exclusion applies:

- a. Whether you may be liable as an employer or in any other capacity; and

### THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement ("Third Amendment") is made by the County of Alameda ("County") and PHS Correctional Healthcare, ("Contractor") with respect to that certain agreement entered by them on December 8, 2008 and that certain First Amendment to Contract, (collectively referred to herein as the "Contract") pursuant to which Contractor provides health services to inmates in the custody of the Alameda County Sheriff's Office to County.

County and Contractor agree as follows:

- 1) For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
- 2) Except as otherwise stated in this Third Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Third Amendment is executed by the County (July 1, 2011).
- 3) The term of the Agreement is currently scheduled to expire on June 30, 2011. As of the Effective Date, the term of the Agreement is extended through June 30, 2012.

In consideration for Contractor's additional services, the County shall pay Contractor in an amount not to exceed Thirty-Five Million Six Hundred Twenty-Two Thousand Two Hundred Eighty Dollars (\$35,622,280). As a result of these additional services, the not to exceed amount has increased from Ninety-One Million Ninety-Nine Thousand Six Hundred Seventy-Seven dollars (\$91,099,677)

to One Hundred Twenty-Six Million Seven Hundred Twenty-One Thousand Nine Hundred Fifty-Seven Dollars (\$126,721,957) over the term of the Agreement.

- 4) Exhibit A-4, "Electronic Health Records" shall be amended by the inclusion of the following language:

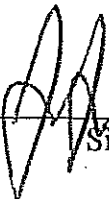
Within 30 days of signing this Third Amendment, PHS will present to County an implementation schedule for deployment of the catalyst electronic health record system. The catalyst system must be deployed, tested, and fully functional to the satisfaction of County before the end of the term of this agreement. PHS and the County hereby agree and acknowledge that the County shall be provided Catalyst pursuant to a license for the usage of such during the term of the Agreement. PHS retains any and all ownership rights to the Catalyst system subsequent to the term of the Agreement.

- 5) Except as expressly modified by this Third Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

PHS CORRECTIONAL  
HEALTHCARE

By:   
Signature

Name: John Glann

Title: Purchasing Agent

Date: 7/22/11

By:   
Signature

Name: J. Scott King  
(Printed)

Title: Senior Vice President & Chief Legal Officer

Date: 6/30/2011

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

# Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12<sup>th</sup> Floor, Oakland, CA 94612-4305



**Gregory J. Ahern, Sheriff**

Coroner - Public Administrator - Marshal  
Director of Emergency Services

AGENDA # \_\_\_\_\_, June 7, 2011

May 17, 2011

Honorable Board of Supervisors  
County of Alameda  
1221 Oak Street, Suite 536  
Oakland, CA 94612-4305

Dear Board Members:

**SUBJECT: EXTEND AND INCREASE THE CONTRACT FOR COMPREHENSIVE INMATE MEDICAL CARE, REQUEST FOR PROPOSAL (RFP) NO. 900324; AMOUNT: \$35,622,280**

**RECOMMENDATION:**

Authorize the Purchasing Agent to negotiate and sign a Third Amendment to increase and extend Master Contract No. 900324, Procurement Contract No. 3459, with PHS Correctional Healthcare (PHS) (Larry H. Pomeroy, Sr. Vice President), Brentwood, TN, with a regional office in Alameda, CA, to provide comprehensive medical care to inmates in the custody of the Alameda County Sheriff's Office (ACSO) at a cost of \$33,122,280 and for psychotropic pharmaceuticals purchased by Behavioral Health Care Services at a cost of \$2,500,000, for a total estimated cost for these services at \$35,622,280. The contract amount will increase from \$91,099,677 to \$126,721,957. The term of the contract extension shall be one year, beginning approximately July 1, 2011 and ending approximately June 30, 2012.

**DISCUSSION/SUMMARY:**

On May 13, 2008, File No. 23386, Item No. 27, your Board approved a three-year contract with PHS, beginning approximately July 1, 2008 and ending approximately June 30, 2011. On July 21, 2009, File No. 23290, Item No. 57A, your Board approved a contract increase with PHS for \$4,455,054.

PHS is the incumbent contractor and has been responsible for providing medical care to the County's inmate population at Glenn E. Dyer Detention Facility and providing psychotropic pharmaceuticals purchased by BHCS. PHS has been responsive to the needs of both the ACSO and BHCS and has demonstrated a commitment to maintain and exceed the quality of their correctional health care services and programs.

Behavioral Health Care Services (BHCS) is responsible for the acute mental health care services for all inmates. BHCS psychiatrists prescribe psychotropic medications for their clients housed at the County detention facilities. Under the terms of the contract with the medical care provider, BHCS prescribes and pays for the psychotropic drugs. The contract allows for this extension by mutual agreement.

SELECTION CRITERIA/PROCESS:

*The ACSO has determined that they do not currently have the resources required to provide comprehensive inmate medical services.*

*ACSO worked with the General Services Agency (GSA) Purchasing Department to issue a Request for Proposal (RFP) on September 14, 2007. Two complete responses were evaluated and PHS was ranked the highest scoring qualified vendor.*

*No SLEB subcontracting opportunity exists which can fulfill the 20% SLEB requirement. As a result, a SLEB waiver was submitted to, and approved by, the GSA-Office of Acquisition Policy. The SLEB waiver number is 823.*

FUNDING:

The appropriations for the Sheriff's portion of this contract are included in Fund 10000, Org 290561, Account 610261 in the FY 2011-12 MOE Budget and will be requested in subsequent budget years. The appropriations for BHCS's portion of this contract are included in the FY 2011-12 MOE budget. No additional appropriations are required and there will be no increase in net County cost.

Respectfully submitted,

*R.T. Lucia, Undersheriff*  
FOR Gregory J. Ahern  
Sheriff/Coroner

*Alex Briscoe*  
Director, Health Care Services Agency

*Caroline Griffin*  
Aki K. Nakao  
Director, General Services Agency

AKN:JT:hh\Board Letters\Purchasing\FY 2010 -11\Comprehensive Inmate Medical Care - 3<sup>rd</sup> Amendment BL

- cc: Susan S. Miranishi, County Administrator
- Patrick J. O'Connell, Auditor-Controller
- Richard R. Karlsson, Interim County Counsel

ALAMEDA COUNTY BOARD OF SUPERVISORS

\*\* MINUTE ORDER \*\*

The following was action taken by the Board of Supervisors on June 7, 2011

Approved as Recommended  Other

Unanimous  Carson  Chan  Haggerty  Lockyer  Miley  - 5  
Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

- Resolution(s) \_\_\_\_\_
- Ordinance(s) \_\_\_\_\_
- Contract(s) \_\_\_\_\_

File No. 27348  
Item No. 32

Document(s) to be signed by Agency/Purchasing Agent

Contract(s) 900324; 3459 & 3460

Copies sent to:

Debbie Sullivan

Special Notes:



I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:  
Crystal Hishida Graff, Clerk of the Board  
Board of Supervisors

By: R. Bailey  
Deputy





OFFICE OF ACQUISITION POLICY (OAP)

REQUEST FOR AUTHORIZATION TO WAIVE SLEB PROGRAM REQUIREMENTS\*

JT  
823

For ALL Requests over \$3,000: Complete 1-9 & 10 below (First Source) if over \$100,000, sign and print your name on line 11, submit hard copy with supporting documentation for approval to GSA-OAP Business Outreach Officer, QIC 26021 AND email soft copy (PDF or Word) to [nakia.neal@acgov.org](mailto:nakia.neal@acgov.org). Upon approval, the procurement will be processed by GSA Purchasing.

For Requests over \$25,000, a SLEB Waiver Number will be issued. This number is required to enter a Procurement Contract in ALCOLINK. OAP will email signed approvals (as appropriate, with Waiver Number) and denials to Requesting Departments, GSA Purchasing and Auditor Controller Office of Contract Compliance (OCC).

- 1. Please check appropriate box and complete department/contact information below.
  - Requesting Department  GSA Purchasing managing the competitive process

GSA-OAP  
MAY 17 2011  
RECEIVED

Department: ACSO Contact: Kerry Jackson Email: kjackson@acgov.org Telephone #: (925) 551-6953

- 2. Recommended Non-SLEB Vendor (Name): PHS Correctional Healthcare PO#: N/A  
Street Address: 1500 Balfour Boulevard, Suite 200, Alameda, CA 94501

- 3. Procurement Type (check all appropriate boxes below):  
 New Contract  Renewal Contract  Contract Amendment-Term  Contract Amendment-Value  Other:

- 4. Total PO/Contract Value (including increase, if any) \$126,721,957; Increase Value (if any) \$35,622,280  
Contract Term Start Date July 1, 2011 End Date June 30, 2012 One-Time Purchase

- 5. Goods/Services Procurement Description: Contractor provides comprehensive inmate medical care and pharmaceuticals for Santa Rita jail and the Glenn Dyer detention facility.

- 6. Brief explanation of why goods/services are required: Services are mandated by Federal and State statutes.

- 7. Date Goods/Services Needed: July 1, 2011  
a. What are the consequences if the date goods/services needed is not met?  
County will be out of compliance with mandate and inmates will be without medical care and pharmaceuticals.

- 8. Explanation of why the non-SLEB contractor/subcontractor (in #2 above) is being recommended and why they are unable to subcontract with a SLEB(s) for a minimum of 20%:  
There are no local suppliers certified as SLEBs who provide these services or any portion thereof. There is significant liability if services are not performed properly. Therefore, there are no subcontracting opportunities.

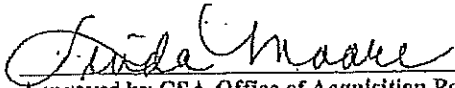
- 9. Explain what attempts were made to locate a SLEB prime or subcontractor(s), including:
  - a.  Copies of bids received and/or detailed statement of efforts made to contact and negotiate with certified businesses, including list of SLEBs contacted, names of individuals, addresses, phone numbers, dates contacted and bid prices
  - b. List of items or selected portions of work proposed to be performed by certified business in order to increase the likelihood of achieving the stated goal:  
One SLEB was located, PHS Medical Corporation, PC (sub contractor), but due to the high dollar value of this contract, there is no opportunity for the SLEB to attain more than approximately 2% compliance. PHS (prime) will continue to do business with the SLEB during the term of this contract as the SLEB is currently working under contract at Santa Rita jail and performs critical tasks for PHS (prime).
  - c. Description of information provided to certified contractors/subcontractors regarding the plans, specifications and anticipated time schedule for portions of the work to be performed:  
The competitive bidding process was utilized and RFI, RFP and Addendums were issued containing complete specifications. Two bidder's conferences were held and the bid was advertized on the County website, in local newspapers and on the E-Gov website.

- 10. If the contract is over \$100,000, is the recommended vendor able to comply with the First Source Program?  
Yes:  No:  If No, explain:

11. Department Certification: I certify to the accuracy of the preceding statements,  
 \_\_\_\_\_  
 Signature of Agency/Department Head or Designee or GSA Purchasing Manager (if GSA Purchasing managed the process)      John Glavin      5/17/11  
 Print Name      Date

OAP to complete below:  
 A. Request Approved:  Waiver Valid Through 06/30/12 SLEB Waiver Number: 823  
 Reason: No oppor to subcontract.  
 B. Request Denied:

Reason: \_\_\_\_\_



Approved by GSA-Office of Acquisition Policy

(Required)

5/17/11  
Date

\*Procurements using Federal grant funds that prohibit geographical preferences require the Federal Grant Funds SLEB Waiver Request form to be completed and submitted for approval to the Auditor-Controller OCC *prior* to soliciting bids/proposals and awarding contracts. See the Waiver Request Procedure for Federal Grant Funds Procurements in UPM (in the online County Document Center) for further information or contact the OCC at (510) 891-5500.

**EXHIBIT C**  
**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E</b>	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall provide an additional insurance endorsement page that names as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance affected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall maintain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> <li>- Department/Agency issuing the contract</li> </ul> </li> </ol>	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/14/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> 1-800-222-9044 Arthur J. Gallagher Risk Management Services, Inc. Gallagher Healthcare 1900 W. Loop South Suite 1600 Houston, TX 77027 Michael O. Arnold	<b>CONTACT NAME:</b> Alexis Brunson	
	<b>PHONE (A/C, No., Ext):</b> 713-358-5958	<b>FAX (A/C, No):</b> 713-365-6590
<b>E-MAIL ADDRESS:</b> alexis.brunson@ajg.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> HARTFORD CAS INS CO		29424
<b>INSURER B:</b> ILLINOIS NATL INS CO		23817
<b>INSURER C:</b> INSURANCE CO OF THE STATE OF PA		19429
<b>INSURER D:</b> NATIONAL UNION FIRE INS CO OF PITTS		19445
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** CERTIFICATE NUMBER: 21714435 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SURR INSR	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>			61UUNGYB394	01/01/11	01/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N <input type="checkbox"/>			WC001558098 (FL)	06/01/11	06/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
C	<b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</b> <input type="checkbox"/> N/A			WC015683786 - AOS	06/01/11	06/01/12	E.L. EACH ACCIDENT \$ 1,000,000
C	<b>If yes, describe under DESCRIPTION OF OPERATIONS below</b>			WC001894562 (TX Ded)	06/01/11	06/01/12	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
D				WC067712461 (CA)	06/01/11	06/01/12	E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 WC - Covered states: AL, AZ, CA, CO, FL, GA, IA, IL, KS, MI, NC, NJ, NM, NV, NY, OR, PA, TN, TX, VA and VT. With regard to Workers' Compensation Blanket Waiver of Subrogation as required by written contract.

<b>CERTIFICATE HOLDER</b> Alameda County 1401 Lakeside Drive, Suite 907 Oakland, CA 94612 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

POLICY NUMBER: 61 UUN GY8394  
CHANGE NUMBER: 010 - REVISED



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

FORM HA9913 ADD'L INSURED/ RIGHTS OF RECOVERY

COMMERCIAL AUTO COVERAGE PART

THE COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL  
MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES,  
AND REPRESENTATIVES.  
1401 LAKESIDE DRIVE STE 907  
OAKLAND, CA 94602

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**CERTIFICATE OF LIABILITY INSURANCE** ISSUE DATE 1/26/2011

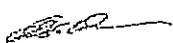
<b>PRODUCER</b> Alliant Insurance Services Houston LLC 5847 San Felipe, Suite 2750 Houston, Texas 77057 832-485-4000	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.  <p style="text-align: center;"><b>COMPANIES AFFORDING COVERAGE</b></p> INSURER A: Lexington Insurance Company - NAIC # 19437 INSURER B: INSURER C: INSURER D: INSURER E:
--	---

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	679-5963	01/01/11	01/01/12	GENERAL AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/PROP AGG.	\$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY	\$ 1,000,000
					EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 100,000
					MEDEXPENSE (Any one person)	\$ None
	GENERAL AGGREGATE LIMIT APPLIES PER					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Each accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> GARAGE LIABILITY					
	<input type="checkbox"/> OTHER					
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE EACH EMPLOYEE	\$
A	MEDICAL PROFESSIONAL LIABILITY (Claims Made Coverage)	644-0015	01/01/10	01/01/12	*INCIDENT	\$ 1,000,000
					*AGGREGATE	\$ 3,000,000
					*TOTAL POLICY AGGREGATE	\$ 10,000,000
	OTHER:				EACH OCCURRENCE	\$
					GENERAL AGGREGATE	\$

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:**  
 County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representative are an Additional Insured, but only with respect to the acts of the Named Insured shown above. Coverage is limited to

<b>CERTIFICATE HOLDER</b>  SANTA RITA JAIL (ALAMEDA COUNTY SHERIFF'S OFFICE) 1401 LAKESIDE DRIVE, 12TH FLOOR OAKLAND, CA 94612	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.   _____ AUTHORIZED REPRESENTATIVE
--	---

PC 3459  
 EXP 6/30/11  
 MC 900324

EXHIBIT D-1

COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

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

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

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

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

CONTRACTOR: PHS Correctional Healthcare  
PRINCIPAL: J. Scott King TITLE: Senior VP & Chief Legal Officer  
SIGNATURE: J Scott King DATE: 6/30/2011



#### FOURTH AMENDMENT TO AGREEMENT

This Fourth Amendment to Agreement ("Fourth Amendment") is made by the County of Alameda ("County") and PHS Correctional Healthcare, now known as Corizon Health, Inc. ("Contractor"), with respect to that certain agreement entered by them on July 1, 2008 and those certain First, Second and Third Amendments to Contract to Contract, (collectively referred to herein as the "Contract") pursuant to which Contractor provides health services to inmates in the custody of the Alameda County Sheriff's Office to County.

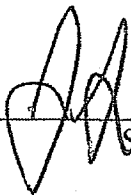
County and Contractor agree as follows:

- 1) For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
- 2) Except as otherwise stated in this Fourth Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Fourth Amendment is executed by the County ("Effective Date").
- 3) Contractor's name is hereby changed from PHS Correctional Healthcare to Corizon Health, Inc.
- 4) The not to exceed amount shall be decreased from One Hundred Twenty-Six Million Seven Hundred Twenty-One Thousand Nine Hundred Fifty-Seven Dollars (\$126,721,957) to One Hundred Twenty-Three Million Seven Hundred Forty-Two Thousand Three Hundred Fifteen Dollars (\$123,742,315) over the term of the Agreement.
- 5) Except as expressly modified by this Fourth Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

6) **IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.**

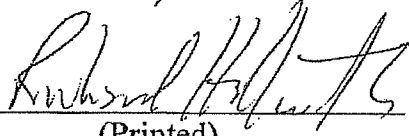
COUNTY OF ALAMEDA

Corizon Health, Inc.

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

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

Name: \_\_\_\_\_  
John Glann

Name:  \_\_\_\_\_  
(Printed)

Title: Purchasing Agent

Title: CEO

Date: 2/14/12

Date: 1/23/12

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

APPROVED AS TO FORM  
by LEGAL DEPT.

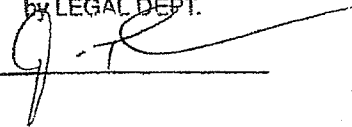
 \_\_\_\_\_

EXHIBIT D-2

COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principles, and any named or unnamed subcontractor:

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

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

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

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

CONTRACTOR: Corban Health, Inc  
PRINCIPAL: Richard H. Hunt TITLE: CEO  
SIGNATURE: [Signature] DATE: 11/23/12



ALAMEDA COUNTY BOARD OF SUPERVISORS

\*\* MINUTE ORDER \*\*

The following was action taken by the Board of Supervisors on June 19, 2012

Approved as Recommended  Other

Unanimous  Carson  Chan  Haggerty  Valle  Miley  - 5  
Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

- Resolution(s) \_\_\_\_\_
- Ordinance(s) \_\_\_\_\_
- Contract(s) \_\_\_\_\_

File No. 28229  
Item No. 37C

Document(s) to be signed by Agency/Purchasing Agent

Contract(s) 900324; 3459

Copies sent to:

Debbie Sullivan

Special Notes:



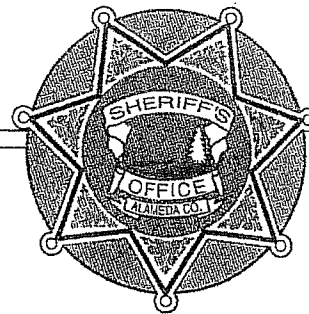
I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:  
Crystal Hishida Graff, Clerk of the Board  
Board of Supervisors

By: R. Bailey  
Deputy

# Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12<sup>th</sup> Floor, Oakland, CA 94612-4305



**Gregory J. Ahern, Sheriff**

Coroner - Public Administrator - Marshal  
Director of Emergency Services

AGENDA # 37C, June 19, 2012

**REVISED**

May 22, 2012

Honorable Board of Supervisors  
County of Alameda  
1221 Oak Street, Suite 536  
Oakland, CA 94612-4305

Dear Board Members:

**SUBJECT: EXTEND AND INCREASE THE CONTRACT FOR COMPREHENSIVE INMATE MEDICAL CARE, REQUEST FOR PROPOSAL (RFP) NO. 900324; AMOUNT: \$32,683,516**

**RECOMMENDATION:**

Authorize the Purchasing Agent to negotiate and sign a Fifth Amendment to increase and extend Master Contract No. 900324, Procurement Contract No. 3459, with Corizon Health, Inc. (formerly PHS Inc.) (Larry H. Pomeroy, Sr. Vice President), Brentwood, TN, with a regional office in Alameda, CA, to provide comprehensive medical care to inmates in the custody of the Alameda County Sheriff's Office (ACSO) at a cost of \$30,183,516 and for psychotropic pharmaceuticals purchased by Behavioral Health Care Services at a cost of \$2,500,000. The contract amount will increase from \$123,742,315 to \$156,425,831, an increase of \$32,683,516. The term of the contract extension shall be one year, beginning on approximately July 1, 2012 and ending on approximately June 30, 2013. The contract allows for this extension by mutual agreement.

**DISCUSSION/SUMMARY:**

On May 13, 2008, File No. 23386, Item No. 27, your Board approved a three-year contract with Corizon, beginning on approximately July 1, 2008 and ending on approximately June 30, 2011, in the amount of \$86,644,623. On July 21, 2009, File No. 23290, Item No. 57A, your Board approved a contract increase with Corizon in the amount of \$4,455,054. On June 7, 2011, File No. 27348, Item No. 32, your Board approved a contract increase with Corizon for \$35,622,280. This increase in the contract amount was required for services related to an unexpected increase in the inmate population.

The increase requested on the June 7, 2011 Board Letter was higher than necessary, therefore, on November 22, 2011, File No. 27348, Item No. 42, your Board approved a decrease in the Corizon contract in the amount of \$2,979,642.

Corizon is the incumbent contractor and has been responsible for providing medical care to the County's inmate population at Santa Rita Jail and Glenn E. Dyer Detention Facility and providing psychotropic pharmaceuticals purchased by BHCS. Corizon has been responsive to the needs of both ACSO and BHCS and has demonstrated a commitment to maintain and exceed the quality of their correctional health care services and programs.

BHCS is responsible for the acute mental health care services for all inmates. BHCS psychiatrists prescribe psychotropic medications for their clients housed at the County detention facilities. Under the terms of the contract with the medical care provider, BHCS prescribes and pays for the psychotropic drugs. Because of strict security requirements, psychotropic drugs are purchased directly from Maxor, Corizon's subcontractor for psychotropic drugs.

SELECTION CRITERIA/PROCESS:

*ACSO has determined that they do not currently have the resources required to provide comprehensive inmate medical services.*

*ACSO worked with GSA Purchasing to issue a Request for Proposal on September 14, 2007. Two complete responses were evaluated and Corizon was ranked the highest scoring qualified vendor.*

*No SLEB subcontracting opportunity exists which can fulfill the 20% SLEB requirement. As a result, a SLEB waiver was submitted to, and approved by, GSA-Office of Acquisition Policy. The SLEB waiver number is 1115.*

FUNDING:

Appropriations for the Sheriff's portion of this contract are included in Fund 10000, Org 290561, Account 610261 in the Sheriff's Office FY 2012-13 MOE Budget and will be requested in subsequent budget years. Appropriations for BHCS's portion of this contract are included in the FY 2012-13 MOE budget.

Respectfully submitted,



Gregory J. Ahern  
Sheriff/Coroner



Alex Briscoe  
Director, Health Care Services Agency



Aki K. Nakao  
Director, General Services Agency

AKN:JFH\Board Letters\Purchasing\FY2011-12\Comprehensive Inmate Healthcare Svcs. - 5<sup>th</sup> Amendment BL

Attachment

cc: Susan S. Muranishi, County Administrator  
Patrick J. O'Connell, Auditor-Controller  
Donna Ziegler, County Counsel

## FIFTH AMENDMENT TO AGREEMENT

This Fifth Amendment to Agreement ("Fifth Amendment") is made by the County of Alameda ("County") and Corizon Health, Inc., ("Contractor") with respect to that certain agreement entered by them on July 1, 2008 and those certain First, Second, Third and Fourth Amendments to Contract, (collectively referred to herein as the "Contract") pursuant to which Contractor provides health services to inmates in the custody of the Alameda County Sheriff's Office.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this Fifth Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Fifth Amendment is executed by the County ("Effective Date").
3. The term of the Agreement is currently scheduled to expire on June 30, 2012. As of the Effective Date, the term of the Agreement is extended through June 30, 2013.
4. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed thirty-two million six hundred eighty-three thousand five hundred sixteen dollars (\$32,683,516). As a result of these additional services the not to exceed amount has increased from one hundred twenty-three million seven hundred forty-two thousand three hundred fifteen dollars (\$123,742,315) to one hundred fifty-six million four hundred twenty-five



thousand eight hundred thirty-one dollars (\$156,425,831) over the term of the Agreement and any amendments.

5. Item 20 of the Standard Services Agreement has been amended as follows:

20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for the provision of health services to inmates in the custody of the Alameda County Sheriff's Office shall not exceed \$156,425,831 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. **DEBARMENT AND SUSPENSION CERTIFICATION:**

- a. By signing this Fifth Amendment and Exhibit D-3, Debarment and Suspension Certification, Contractor agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
  - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred,

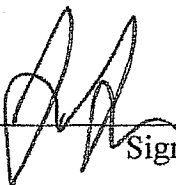
suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

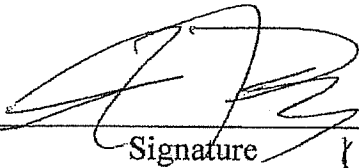
7. Except as expressly modified by this Fifth Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

**IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.**

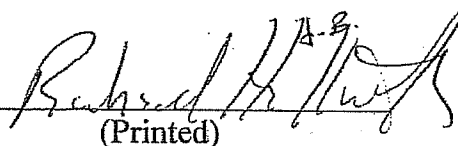
COUNTY OF ALAMEDA

CORIZON HEALTH, INC.

By:   
Signature

By:   
Signature <sup>Richard H. [unclear]</sup>

Name: \_\_\_\_\_  
(John Glann)

Name:   
(Printed)

Title: Purchasing Agent

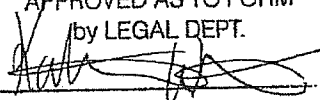
Title: CEO

Date: 8/6/12

Date: 7/23/12

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

APPROVED AS TO FORM  
by LEGAL DEPT.



**EXHIBIT D-3**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

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

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

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

**Notes:** Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Carizon Health, Inc  
PRINCIPAL: Richard Holtz TITLE: CEO  
SIGNATURE: [Signature] DATE: 7/23/12

ALAMEDA COUNTY BOARD OF SUPERVISORS

\*\* MINUTE ORDER \*\*

The following was action taken by the Board of Supervisors on June 19, 2012

Approved as Recommended  Other

Unanimous  Carson  Chan  Haggerty  Valle  Miley  - 5  
Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

- Resolution(s) \_\_\_\_\_
- Ordinance(s) \_\_\_\_\_
- Contract(s) \_\_\_\_\_

File No. 28229  
Item No. 37C

Document(s) to be signed by Agency/Purchasing Agent

Contract(s) 900324; 3459

Copies sent to:

Debbie Sullivan

Special Notes:



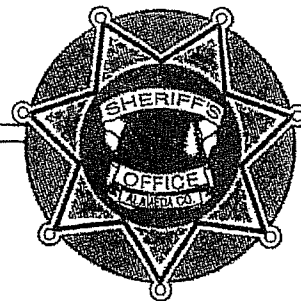
I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:  
Crystal Hishida Graff, Clerk of the Board  
Board of Supervisors

By: R. Bailey  
Deputy

# Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12<sup>th</sup> Floor, Oakland, CA 94612-4305



Gregory J. Ahern, Sheriff

Coroner - Public Administrator - Marshal  
Director of Emergency Services

AGENDA # 37C, June 19, 2012

## REVISED

May 22, 2012

Honorable Board of Supervisors  
County of Alameda  
1221 Oak Street, Suite 536  
Oakland, CA 94612-4305

Dear Board Members:

**SUBJECT:** EXTEND AND INCREASE THE CONTRACT FOR COMPREHENSIVE INMATE MEDICAL CARE, REQUEST FOR PROPOSAL (RFP) NO. 900324; AMOUNT: \$32,683,516

### RECOMMENDATION:

Authorize the Purchasing Agent to negotiate and sign a Fifth Amendment to increase and extend Master Contract No. 900324, Procurement Contract No. 3459, with Corizon Health, Inc. (formerly PHS Inc.) (Larry H. Pomeroy, Sr. Vice President), Brentwood, TN, with a regional office in Alameda, CA, to provide comprehensive medical care to inmates in the custody of the Alameda County Sheriff's Office (ACSO) at a cost of \$30,183,516 and for psychotropic pharmaceuticals purchased by Behavioral Health Care Services at a cost of \$2,500,000. The contract amount will increase from \$123,742,315 to \$156,425,831, an increase of \$32,683,516. The term of the contract extension shall be one year, beginning on approximately July 1, 2012 and ending on approximately June 30, 2013. The contract allows for this extension by mutual agreement.

### DISCUSSION/SUMMARY:

On May 13, 2008, File No. 23386, Item No. 27, your Board approved a three-year contract with Corizon, beginning on approximately July 1, 2008 and ending on approximately June 30, 2011, in the amount of \$86,644,623. On July 21, 2009, File No. 23290, Item No. 57A, your Board approved a contract increase with Corizon in the amount of \$4,455,054. On June 7, 2011, File No. 27348, Item No. 32, your Board approved a contract increase with Corizon for \$35,622,280. This increase in the contract amount was required for services related to an unexpected increase in the inmate population.

The increase requested on the June 7, 2011 Board Letter was higher than necessary, therefore, on November 22, 2011, File No. 27348, Item No. 42, your Board approved a decrease in the Corizon contract in the amount of \$2,979,642.

Corizon is the incumbent contractor and has been responsible for providing medical care to the County's inmate population at Santa Rita Jail and Glenn E. Dyer Detention Facility and providing psychotropic pharmaceuticals purchased by BHCS. Corizon has been responsive to the needs of both ACSO and BHCS and has demonstrated a commitment to maintain and exceed the quality of their correctional health care services and programs.

BHCS is responsible for the acute mental health care services for all inmates. BHCS psychiatrists prescribe psychotropic medications for their clients housed at the County detention facilities. Under the terms of the contract with the medical care provider, BHCS prescribes and pays for the psychotropic drugs. Because of strict security requirements, psychotropic drugs are purchased directly from Maxor, Corizon's subcontractor for psychotropic drugs.

SELECTION CRITERIA/PROCESS:

*ACSO has determined that they do not currently have the resources required to provide comprehensive inmate medical services.*

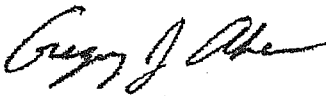
*ACSO worked with GSA Purchasing to issue a Request for Proposal on September 14, 2007. Two complete responses were evaluated and Corizon was ranked the highest scoring qualified vendor.*

*No SLEB subcontracting opportunity exists which can fulfill the 20% SLEB requirement. As a result, a SLEB waiver was submitted to, and approved by, GSA-Office of Acquisition Policy. The SLEB waiver number is 1115.*

FUNDING:

Appropriations for the Sheriff's portion of this contract are included in Fund 10000, Org 290561, Account 610261 in the Sheriff's Office FY 2012-13 MOE Budget and will be requested in subsequent budget years. Appropriations for BHCS's portion of this contract are included in the FY 2012-13 MOE budget.

Respectfully submitted,



Gregory J. Ahern  
Sheriff/Coroner



Alex Briscoe  
Director, Health Care Services Agency



Aki K. Nakao  
Director, General Services Agency

AKN:J:\h\Board Letters\Purchasing\FY2011-12\Comprehensive Inmate Healthcare Svcs. -- 5<sup>th</sup> Amendment BL

Attachment

cc: Susan S. Muranishi, County Administrator  
Patrick J. O'Connell, Auditor-Controller  
Donna Ziegler, County Counsel

**EXHIBIT C**  
**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional, Medical and Hospital Liability</b>	\$3,000,000 per occurrence \$10,000,000 aggregate Bodily Injury and Property Damage
<b>E</b>	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives, with the exception of Professional Liability, Workers' Compensation and Employers Liability.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> <li>— Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.</li> <li>— Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencement of any operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> <li>- Department/Agency issuing the contract</li> <li>- With a copy to Risk Management Unit (125 – 12<sup>th</sup> Street, 3<sup>rd</sup> Floor, Oakland, CA 94607)</li> </ul> </li> </ol>	



# ACORD<sub>TM</sub> CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/18/2012

<b>PRODUCER</b> DENISE D. BARNES HEALTHCARE LIABILITY SOLUTIONS, INC. 840 GESSNER, SUITE 500 HOUSTON, TX 77024 PH: 800-732-8619 FAX: 713-343-5025	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> VALITAS HEALTH SERVICES, INC. CORIZON HEALTH, INC. 105 WESTPARK DRIVE, SUITE 200 BRENTWOOD, TN 37027	<table border="1" style="width: 100%;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: LEXINGTON INSURANCE COMPANY</td> <td>19437</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: LEXINGTON INSURANCE COMPANY	19437	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: LEXINGTON INSURANCE COMPANY	19437												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	6797142	01/01/12	01/01/13	EACH OCCURRENCE \$1,000,000								
		DAMAGE TO RENTED PREMISES (EA. OCCURRENCE) \$500,000*												
		MED EXP (Any one person) \$ N/A												
		PERSONAL & ADV INJURY \$1,000,000												
		GENERAL AGGREGATE \$6,000,000												
		PRODUCTS - COMP/OP AGG \$ N/A												
		COMPLETED OPERATIONS \$1,000,000												
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC												
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N/A	N/A	N/A	COMBINED SINGLE LIMIT (Ea accident) \$ N/A BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	N/A	N/A	N/A	AUTO ONLY - EA ACCIDENT \$ N/A OTHER THAN AUTO ONLY: EA ACC \$ N/A AGG \$ N/A								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	N/A	N/A	N/A	EACH OCCURRENCE \$ N/A AGGREGATE \$ N/A \$ N/A \$ N/A \$ N/A								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	N/A	N/A	N/A	<table border="1" style="width: 100%;"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ N/A</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ N/A</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ N/A</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ N/A	E.L. DISEASE - EA EMPLOYEE	\$ N/A	E.L. DISEASE - POLICY LIMIT	\$ N/A
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$ N/A													
E.L. DISEASE - EA EMPLOYEE	\$ N/A													
E.L. DISEASE - POLICY LIMIT	\$ N/A													
A		OTHER PRIMARY MEDICAL PROFESSIONAL LIABILITY - OCCURRENCE	6797138	01/01/12	01/01/13	SEE BELOW								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 \$1,000,000 PER LOSS EVENT PER CONTRACTOR INSURED/\$3,000,000 ANNUAL AGGREGATE PER CONTRACTOR INSURED  
 \$1,000,000 PER LOSS EVENT CORPORATE LIMIT/\$10,000,000 ANNUAL AGGREGATE CORPORATE LIMIT  
 \$35,000,000 POLICY AGGREGATE

LIMITS INCLUDE ALL SELF-INSURED PORTIONS OF THE LIMITS OF LIABILITY  
 COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVE ARE AN ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO THE ACTS OF THE NAMED INSURED SHOWN ABOVE.  
 COVERAGE IS LIMITED TO MEDICAL PROFESSIONAL SERVICES PROVIDED ON BEHALF OF THE INSURED SHOWN ABOVE. THIS CERTIFICATE OF INSURANCE REPLACES AND SUPERCEDES THE CERTIFICATE PREVIOUSLY ISSUED ON 12/29/2011 FOR THE POLICY PERIOD ABOVE.

### CERTIFICATE HOLDER

ALAMEDA COUNTY  
 1401 LAKESIDE DRIVE, 12TH FLOOR  
 OAKLAND, CA 94612

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
12/29/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. St. Louis MO Office 8182 Maryland Avenue St Louis MO 63105 USA	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): (866) 283-7122      FAX (A/C No.): (847) 953-5390		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Corizon Health, Inc. 105 Westpark Drive, Suite 200 Brentwood TN 37027 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Hartford Fire Insurance Co.		19682
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER: 570044879992</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Eo occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Collision Ded.\$1000			84 UEN RV4947 K3	01/01/2012	01/01/2013	<b>COMBINED SINGLE LIMIT (Per accident)</b> \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  Alameda County 1401 Lakeside Drive, Suite 907 Oakland CA 94612 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Central, Inc.</i>
---	---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/29/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-800-222-9044 Arthur J. Gallagher Risk Management Services, Inc. Gallagher Healthcare 1900 W. Loop South Suite 1600 Houston, TX 77027 Michael O. Arnold	CONTACT NAME: Sharon McLaughlin
	PHONE (A/G, No, Ext): 713-358-7884 FAX (A/G, No): E-MAIL ADDRESS: sharon_mclaughlin@ajg.com
INSURED Corizon Health, Inc. Valitas Health Services, Inc. 105 Westpark Drive, Suite 200  Brentwood, TN 37027	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: INSURANCE CO OF THE STATE OF PA 19429
	INSURER B: NEW HAMPSHIRE INS CO 23841
	INSURER C:
	INSURER D:
	INSURER E: INSURER F:


**COVERAGES** CERTIFICATE NUMBER: 2477757 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	015684265 - AOS	01/01/12 01/01/13	X WC STATU- TORY LIMITS OTH- ER
B				015684268 (CA)	01/01/12 01/01/13	E.L. EACH ACCIDENT \$ 1,000,000
B				015684267 (FL)	01/01/12 01/01/13	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
WC - Covered states: AL, AR, AZ, CA, CO, FL, GA, IA, IL, IN, KS, MD, ME, MI, MN, MO, NC, NJ, NM, NV, NY, OK, OR, PA, TN, TX, VA and VT. With regard to Workers' Compensation Blanket Waiver of Subrogation as required by written contract.

**CERTIFICATE HOLDER** **CANCELLATION**

Alameda County  1401 Lakeside Drive, Suite 907  Oakland, CA 94612  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
--	--



OFFICE OF ACQUISITION POLICY (OAP)

1115

REQUEST FOR AUTHORIZATION TO WAIVE SLEB PROGRAM REQUIREMENTS\*

For ALL Requests over \$3,000: Complete 1-9 & 10 below (First Source) if over \$100,000, sign and print your name on line 11 submit hard copy with supporting documentation for approval to GSA-OAP Business Outreach Officer, QIC 26021 AND email soft copy (PDF or Word) to nakis.neal@acgov.org. Upon approval, the procurement will be processed by GSA Purchasing.

For Requests over \$25,000, a SLEB Waiver Number will be issued. This number is required to enter a Procurement Contract in ALCOLINK. OAP will email signed approvals (as appropriate, with Waiver Number) and denials to Requesting Departments, GSA Purchasing and Auditor Controller Office of Contract Compliance (OCC).

1. Please check appropriate box and complete department/contact information below.

Requesting Department  GSA Purchasing managing the competitive process

Department: ACSO Contact: Kerry Jackson Email: kjackson@acgov.org Telephone #: (925) 531-6953

2. Recommended Non-SLEB Vendor (Name): Corizon Health, Inc. PO#: N/A

Street Address: 1150 Ballena Boulevard, Suite 200 City, State & Zip: Alameda, CA 94501

3. Procurement Type (check all appropriate boxes below):

New Contract  Renewal Contract  Contract Amendment-Term  Contract Amendment-Value  Other:

4. Total PO/Contract Value (including increase, if any) \$157,075,831; Increase Value (if any) \$33,333,516 Contract Term Start Date July 1, 2012 End Date June 30, 2013 One-Time Purchase

5. Goods/Services Procurement Description: Contractor provides comprehensive inmate medical care and pharmaceuticals for Santa Rita jail and the Glenn Dyer detention facility.

6. Brief explanation of why goods/services are required: Services are mandated by Federal and State statutes.

7. Date Goods/Services Needed: July 1, 2012

a. What are the consequences if the date goods/services needed is not met?

County will be out of compliance with mandate and inmates will be without medical care and pharmaceuticals.

8. Explanation of why the non-SLEB contractor/subcontractor (in #2 above) is being recommended and why they are unable to subcontract with a SLEB(s) for a minimum of 20%:

There are no local suppliers certified as SLEBs who provide these services or any portion thereof. There is significant liability if services are not performed properly. Therefore, there are no subcontracting opportunities.

9. Explain what attempts were made to locate a SLEB prime or subcontractor(s), including:

a.  Copies of bids received and/or detailed statement of efforts made to contact and negotiate with certified businesses, including list of SLEBs contacted, names of individuals, addresses, phone numbers, dates contacted and bid prices.

b. List of items or selected portions of work proposed to be performed by certified business in order to increase the likelihood of achieving the stated goal:

One SLEB was located, PHS Medical Corporation, PC (sub contractor), but due to the high dollar value of this contract, there is no opportunity for the SLEB to attain more than approximately 2% compliance. Corizon will continue to do business with the SLEB during the term of this contract as the SLEB is currently working under contract at Santa Rita jail and performs critical tasks for Corizon.

c. Description of information provided to certified contractors/subcontractors regarding the plans, specifications and anticipated time schedule for portions of the work to be performed:

The competitive bidding process was utilized and RFI, RFP and Addendums were issued containing complete specifications. Two bidder's conferences were held and the bid was advertized on the County website, in local newspapers and on the E-Gov website.

10. If the contract is over \$100,000, is the recommended vendor able to comply with the First Source Program?

Yes:  No:  If No, explain:

II. Department Certification: I certify to the accuracy of the preceding statements,

*[Signature]*

John Glann

6/6/12

Signature of Agency/Department Head or Designee or GSA Purchasing Manager (if GSA Purchasing managed the process)

Print Name

Date

OAP to complete below:

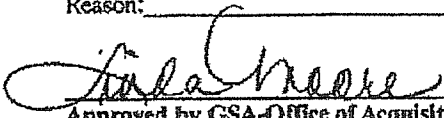
A. Request Approved:  Waiver Valid Through 06/30/13

SLEB Waiver Number:

Reason: Direct Medical Services. No apply to subcontract. 1115

B. Request Denied:

Reason: \_\_\_\_\_



Approved by GSA-Office of Acquisition Policy (Required)

6/6/12  
Date

\*Procurements using Federal grant funds that prohibit geographical preferences require the Federal Grant Funds SLEB Waiver Request form to be completed and submitted for approval to the Auditor-Controller OCC *prior* to soliciting bids/proposals and awarding contracts. See the Waiver Request Procedure for Federal Grant Funds Procurements in UPM (in the online County Document Center) for further information or contact the OCC at (510) 891-5500.



### SIXTH AMENDMENT TO AGREEMENT

This Sixth Amendment to Agreement (“Sixth Amendment”) is made by the County of Alameda (“County”) and Corizon Health Inc., (“Contractor”) with respect to that certain agreement entered by them and effective on July 1, 2008 and the certain First, Second, Third, Fourth, and Fifth Amendments to the Agreement, (collectively referred to herein as the “Agreement”) pursuant to which Contractor provides health care services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this Sixth Amendment, the terms and provisions of this Sixth Amendment will be considered to be effective as of the date that the County executes it (“Effective Date”).
3. The term of the Agreement is currently scheduled to expire on June 30, 2013. As of the Effective Date, the term of the Agreement is extended through June 30, 2016.
4. In consideration for Contractor’s additional services, the County shall pay Contractor an additional amount not to exceed ninety-five million dollars (\$95,000,000.00). As a result of these additional services the not to exceed amount has increased from one hundred fifty-six million four hundred twenty-five thousand eight hundred thirty-one dollars (\$156,425,831.00) to two hundred fifty-one million four hundred twenty-five thousand eight hundred thirty-one dollars

RFP No. \_\_\_\_\_, Master Contract No \_\_\_\_\_, Procurement Contract No. \_\_\_\_

(\$251,425,831.00) over the term of the Agreement and any amendments.

The County will pay Contractor, in relation to Contract Year 5 (July 1, 2012-June 30, 2013), a base amount equal to the billable amount of twenty-nine million nine-hundred eighty-three thousand five hundred fifteen dollars and seventy-two cents (\$29,983,515.72) from Contract Year 4 (July 1, 2011- June 30, 2012).

Additionally, an adjustment will occur based on the percentage rate change in the Medical Component of the United States Department of Labor Consumer Price Index for San Francisco-Oakland-San Jose, CA ("CPI") and will be calculated into the yearly contract base amount. The CPI rate for the time frame between May 1, 2011 and April 30, 2012 indicates an increased change of 1.29%. Due to this increase, the annual base amount for Contract Year 5 is thirty million three hundred seventy-one thousand one hundred forty-one dollars and forty-two cents (\$30,371,141.42). For each year of the three (3) year extension, the County shall pay Contractor the annual base amounts of the then current year with adjustments in the amount of the percentage change in the most current CPI.

5. Under this Sixth Amendment, Contractor shall issue to the County a credit totaling eight million five hundred twenty-four thousand dollars (\$8,524,000.00) over the period from January 1, 2013, through June 30, 2016. This credit is to offset costs that the County will incur for deputy transport, control and custody of patients to offsite providers and inpatient facilities. For Contract Year 5, Contractor will issue a monthly credit of three hundred fifty-five thousand one hundred sixty-seven dollars (\$355,167.00) for the last six (6) months of the contract year (January 1, 2013-June 30, 2013). For the subsequent thirty-five (35) months, (July 1, 2013-May 31, 2016), Contractor will provide the County a monthly credit of one hundred seventy-seven thousand five hundred eighty-three dollars (\$177,583.00). For the final month of the contract, (June, 2013), Contractor will credit the County one hundred seventy-seven thousand five hundred ninety-three dollars (\$177,593.00).



6. Contractor will issue a one-time credit of sixty thousand seven-hundred fifteen dollars and forty-eight cents (\$60,715.48) to the County in 2013 for the purchase of a room decontamination system from Zimek Technologies.
7. INDEMNIFICATION: Section 2 of the original Agreement regarding indemnification shall be replaced in its entirety with the following language:

2. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except to the extent such Liabilities are caused by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

The indemnification provisions above shall include, but not be limited to, any claim or action brought by any employee of Contractor that arises out of or is in any way connected with his or her employment with Contractor. By way of example only, such claims may be based on allegations that concern racial discrimination, disability discrimination, or Workers' Compensation.

RFP No. \_\_\_\_\_, Master Contract No \_\_\_\_\_, Procurement Contract No. \_\_\_\_

Contractor's employees work exclusively within certain areas of the County's detention facilities. The County's employees rarely, if ever, enter into such areas. Contractor shall immediately notify the County of any dangerous or unsafe conditions of which any of its employees may become aware within these areas. If Contractor fails to do so, the County shall not be responsible for any claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the undisclosed dangerous or unsafe condition(s).

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. The terms of this Sixth Amendment exceed the original proposed contractual terms. Upon expiration and completion of the terms of this Sixth Amendment, the County will contract with a medical service provider only after soliciting bids from qualified vendors wishing to provide medical services to the county detention facilities.

9. DEBARMENT AND SUSPENSION CERTIFICATION:

a. By signing this Sixth Amendment and Exhibit Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

10. Except as expressly modified by this Sixth Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

RFP No. \_\_\_\_\_, Master Contract No \_\_\_\_\_, Procurement Contract No. \_\_\_\_\_

**IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.**

COUNTY OF ALAMEDA

CORIZON HEALTH, INC.

By: Nate Miley  
Signature

By: [Signature]  
Signature J.B. [initials]

Name: Nate Miley  
(Printed)

Name: Jon Walker  
(Printed)

Title: President of the Board of Supervisors

Title: SVP Business Development

Date: 1/8/13

Date: 12/27/12

Approved as to Form:

By: [Signature]  
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

APPROVED AS TO FORM  
by LEGAL DEPT  
[Signature]

RFP No. \_\_\_\_\_, Master Contract No \_\_\_\_\_, Procurement Contract No. \_\_\_\_\_

## EXHIBIT D

### COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

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

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

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

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

CONTRACTOR: Corizon Health, Inc.

PRINCIPAL: Jon Walker TITLE: SVP Business Development

SIGNATURE: [Signature] DATE: 12/27/12

