

ZACHARY FECHHEIMER

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September 19, 2013

Michael J. Haddad
HADDAD & SHERWIN
505 Seventh Street
Oakland, CA 94612

Re.: CORIZON HEALTH, INC.

REPORT OF INVESTIGATION

Investigation at the office of **The County of Alameda, General Services Agency** revealed the enclosed Medical Services Agreement for Master Contract No. 900324 for **Prison Health Services, Inc.**, which is also known as **Corizon Health, Inc.**
(Enclosure #1)

Please advise.

Zachary Fechheimer

(Enclosure #1)

ENCLOSURE #1

**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 H. H. H.
(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, 12th Floor
Oakland, CA 94612

and Alameda County Sheriff's Office
Commander, Detentions & Corrections Division
1401 Lakeside Drive, 12th 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 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,

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 – 6th 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

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 31st 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.

1. 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

POSITION	Hrs/Wk	FTE
DAY SHIFT		
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
TOTAL HOURS/FTE per week	4,440	111.00

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-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/. 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 (1/12th) 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 (1/12th) 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 (1/12th) 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
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 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. 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. 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. 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. 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. 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: <ul style="list-style-type: none"> – 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." CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 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: Perian Health Services, Inc

PRINCIPAL: Richard Hillman 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 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.¹**
- 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.

¹ 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)
 - Alveolar fractures
 - Incision and drainage of maxillofacial abscesses
 - Complex odontotomies, and
 - Complex biopsies²~~
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.

² 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.³
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

³ 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.

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**⁴ 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).⁵ 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.

⁴ Sentence amended to read as above in Addendum No. 1 of RFP

⁵ 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.

E. Executive Summary

E. Executive Summary

The ACSO-PHS 20-Year Partnership

Prison Health Services, Inc. (PHS) has had the privilege of providing health care services for the Alameda County Sheriff's Office (ACSO) *since 1988*. Over that time, together we have created, implemented and maintained a model of health care delivery unique to the specific goals and objectives of the ACSO. In the past 20 years, PHS has shown innovation and a true desire to work in a partnership with the ACSO and our years of operational excellence have set the stage for PHS and the ACSO to continue to set new industry standards. In partnership with the ACSO, PHS assisted in obtaining initial NCCCHC accreditation for the Santa Rita Jail in 1990 and ACA accreditation in 1998 and we have successfully maintained these accreditations since. In the most recent ACA re-accreditation audit this year, PHS was pleased to participate with the ACSO in this success, *receiving a score of 98.7, the highest in ACA history*.

Throughout this proposal we demonstrate PHS' commitment to taking this performance to the next level - strengthening our partnership with the ACSO and with the Alameda County community in ways that will continue to meet and exceed the ACSO and County's evolving requirements for healthcare services into future years. We have a deeply detailed understanding of your healthcare requirements including staffing, training and recruitment needs to efficiently provide quality, cost-effective health care services for all inmates housed at the Santa Rita Jail and Glenn E. Dyer Detention Facility.

Since April 2004, the ACSO has responded to eleven (11) semi-annual PHS **Client Satisfaction Surveys**. With 15 questions on each survey, the satisfaction level has been consistently high each time - *98% of the responses gave the highest possible ratings - "Exemplary Performance" or that PHS "Meets or Exceeds" ACSO expectation*. The most recent survey of October 2007 is included in the front of the binder with a sampling of our accomplishments.

PHS constantly strives to improve the level of services and client satisfaction we deliver. To that end, efforts currently underway and/or planned upon award of the new contract include:

- **HIV/AIDS Correctional/Community Interface Program (HCIP)** - PHS has partnered with the **AIDS Project of the East Bay**, the oldest and largest service organization in Alameda County that provides services for people with HIV/AIDS. Individuals with HIV/AIDS who are incarcerated in an ACSO facility will be identified early in their incarceration and a PHS HIV/AIDS Case Manager will work with each individual to plan for a seamless transition to these community-based HIV/AIDS resources upon release from custody.
- **Support of local minority and small businesses** - PHS has structured our purchasing process to maximize the amount of our contract dollars that stay in Alameda County. For instance, we are contracting with 4 local SLEB vendors and the PHS Medical Corporate PC has successfully qualified as a SLEB. Also, YTD 2007, over 64% of PHS salary costs are paid to residents of Alameda County of which 49% are minorities. Our budget for the next year projects a total of \$1,341,607 going to SLEB expenditures, amounting to 5.6% of the total contract value (this actually constitutes 19.4% of contract expenditures which could realistically go to SLEB vendors after excluding amounts paid to local hospitals, salaries and SLEB-ineligible costs).

County of Alameda, CA • Comprehensive Inmate Medical Care • December 7, 2007

Experienced, Accountable Project Leadership

In retaining PHS for this contract, the ACSO will continue to benefit from a current management team that is exceptionally experienced and clinically skilled. The following existing PHS management team is committed to continuing their service to the ACSO:

- Rich Hallworth, President & CEO – 2 years
- Rodney Holliman, Group Vice President of Operations – 4 years
- Bill Wilson, Regional Manager/Health Services – 8 years
- Harold Orr, MD, Regional Medical Director/On-Site Medical – 6 years
- Linda Henson, RN, Director of Nursing – 16 years
- Lenore Gilbert, Assistant Health Services Administrator and Director of Health Information Management Services – 6 years
- Sharon Gober, LVN, Communicable Disease Coordinator – 9 years
- Linda Powell, LVN, Quality Improvement Coordinator – 17 years

The PHS team represents a *combined 68 years of experience directly with the ACSO, an unparalleled depth of experience and expertise.* (Please see Section II for additional information and resumes.)

Enhanced Technology Applications and Decision-Making

PHS has developed and deployed technology applications to improve patient safety, efficacy and clinical decision-making. As an enhancement for the ACSO in the coming contract term, PHS is offering these new technology applications *at no additional cost* with the objectives of:

- Improving patient care, safety and treatment outcomes;
- Tracking, trending and reporting of information at the individual patient and population-based levels which will better ensure the process of care delivery;
- Improving access to timely, relevant clinical and management data used for patient and system-wide decision-making;
- Implementing and tracking disease management strategies/interventions which most effectively manage medical costs for the ACSO over time; and
- Ultimately, improving our ability to measure, report and demonstrate accountability to ACSO for our performance.

With the active, collaborative involvement and approval of the ACSO, PHS proposes to introduce the systems below which PHS has specifically developed for the corrections healthcare environment.





See Section I.3.3.5 for additional information about the Chronic Care Tracking System.

Enhancing On-Site Clinics and Pharmacy

Over the 20-year history of PHS' service to the ACSO, several specialty clinics previously provided off site have been brought on-site, resulting in significantly fewer off-site trips and the associated ACSO transportation, staffing and liability expense. By example, two of these clinics, Dialysis and Ultrasound, *have produced cost savings and/or cost avoidance of over \$1.9 million in just the past 10 years*. The operational risk associated with unnecessary inmate movement to and from off-site services has also been eliminated.

PHS' subcontractor, Maxor Correctional Pharmacy Services, in conjunction with PickPoint (SLEB), is currently developing an **Electronic Medication Administration Record (E-MAR)** system, which will include barcode scanning of each inmate's ID and each medication at the point of service to ensure that the correct drug and dosage is administered to the correct patient at the right time. Because it instantly documents medication administration, the electronic MAR will eliminate reconciling paper MARs thus saving valuable nursing and administrative time. The electronic MAR will give the ACSO the capability to generate numerous reports and administrative monitoring tools, including tracking compliance and non-compliance; timeliness of administration; changed, discontinued, or new orders; patient refusals; and hold medications.

Summary

PHS has been privileged to serve the ACSO for 20 years. We have worked hard to earn your trust and have continuously met all contract requirements and enhanced our service levels. We are not complacent to accept the status quo despite the high level of satisfaction with our services. PHS is committed to improving efficiencies for both the ACSO and PHS; managing patient safety; continually improving clinical processes and technology applications; being a good corporate citizen; and being a good steward of the scarce public resources you place in our hands. PHS will always strive to provide the ACSO with the "best value" solution while ensuring health care services meet the stringent requirements of the ACA, NCCHC and Alameda County. Thank you for this opportunity.

**I. Description of the Proposed
Services (Section II: Statement
of Work)**

I. Description of the Proposed Services (Section II: Statement of Work) (Exhibit M & RFP Pgs. 5-28)

PHS is committed to achieving excellence in all areas of performance and has conducted semi-annual surveys of the Alameda County Sheriff's Office to gauge our performance from the first-hand perspective of the ACSO. A variety of key operating areas are assessed in the *Client Satisfaction Survey*, including on-site health services, site management/administration and degree of service improvement. A question relating to on-site health services, for example, asks the respondent to rate the healthcare staff's ability to handle emergency situations. Survey respondents answer each question on a one-to-five scale with choices ranging from "significantly needs improvement" (1) to "exemplary performance (5)." Space for write-in comments is also provided.

Since April, 2004, the ACSO has responded to eleven (11) Client Satisfaction Surveys. With 15 questions on each survey, the satisfaction level has been very high each time – **98% of the responses gave the highest possible rating, "Exemplary Performance" or stated that PHS "Meets or Exceeds" client expectation.** The most recent survey from October 2007 has been included in the front of the binder with a sampling of our accomplishments.

"The relationship PHS has with the Sheriff's Office is outstanding. They are very concerned about providing excellent care to the inmates and always work with the Sheriff's Office if any issues arise. They are always looking for new ways to do the job better and striving for success."

—*Alameda's Client Survey, 2007*

The PHS Client Satisfaction Survey is one of the tangible ways in which we demonstrate an ongoing commitment to responsive high quality client service for the ACSO health care program.

L1 – Scope of Work (RFP Pgs. 6-9)

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...

PHS will continue to require employees and subcontractors, including those referred through the First Source program, working at the detention and corrections facilities to pass a security and background check by the Alameda County Sheriff's Office (ACSO).

In addition to the ACSO background check, PHS will continue to offer a new hire background check procedure for licensed nursing staff (RNs and LPNs) and Administrators at the ACSO **at no additional cost.** This procedure consists of standardized verification of licensure, education and detection of fraud and abuse. 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.

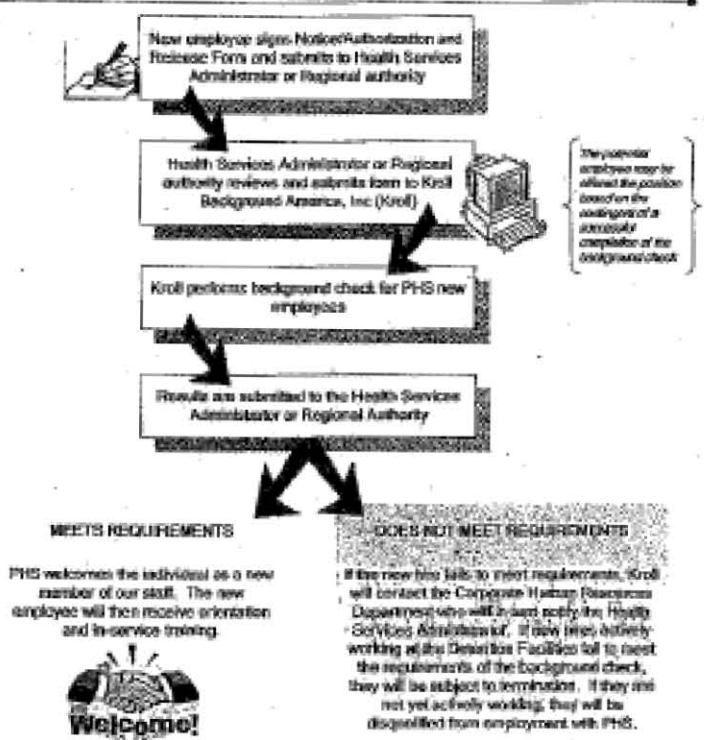
All newly hired nurses and administrators will be required to sign a Notice / Authorization and Release Form included in the new hire packets. By completing this form, the prospective employee is authorizing PHS to conduct a check into their backgrounds. Kroil Background

America, Inc. (Kroll), an independent third party vendor, will conduct all background checks for this new process. Kroll will schedule training for the background system via telephone conferencing and a web-based tutorial.

The background check will take approximately 48 hours to complete. In order to minimize the delay in filling job vacancies, all newly hired nurses and administrators may be offered jobs that are contingent on a successful passing of the background check. Once the necessary background information has been received and processed, Kroll will provide the site HSA with a status report indicating whether the new hire meets or does not meet the company's employment standards. All information obtained through the background check will be treated as confidential and will only be disclosed on a need to know basis in accordance with applicable state and/or federal laws.

If new hires actively working at the ACSO fail to meet the requirements of the background check, they will be subject to termination. If they are not yet actively working, they will be disqualified from employment with PHS.

New Hire Background Check



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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...

PHS understands that the Alameda County Behavioral Health Care Services (BHCS) will be "responsible for mental health after intake screening, crisis intervention, ongoing counseling and care, as well as BHCS psychiatrist's prescribing psychotropic medications for their clients housed at the County detention facilities."

PHS will continue to be responsible for inmate health care services for the prisoners being remanded into the custody of the ACSO and mental health screening will continue to be included in our standard receiving screening. Our 20 years of experience in Alameda County gives PHS a detailed understanding of the health care requirements, staffing, training and recruitment needs to fully and effectively provide cost-effective health care services for all inmates housed at the Santa Rita Jail and Glenn E. Dyer Detention Facility. (See **Section I.3.32**)

Such programs and services will provide, at a minimum, the following:

I.1.1 Comprehensive Health Care Services (RFP Pg. 5)

Comprehensive health care services for inmates housed at the ACSO detention and corrections facilities.

Since 1988, PHS has been privileged to provide health care services for the ACSO. Over this time we have created, implemented, and maintained a unique and customized model of health care delivery appropriate to the specific goals and objectives of Alameda County. We have shown innovation and a true desire to work in a partnership with the County. PHS is committed to continuing to build this successful partnership.

Partnership Accomplishment: PHS has provided medical care and management oversight continuously at the ACSO for the past 20 years.

The operational model outlined in this proposal is, as requested, based on an accredited American Correctional Association (ACA) program. PHS will also continue to provide a program that meets the unique needs of the ACSO detention and corrections facilities. Our comprehensive program will provide, at a minimum, the RFP scope of work requirements.

I.1.2 Development & Implementation of Health Care Plans (RFP Pg. 6)

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.

PHS has been developing and implementing health care plans for the past 29 years with clear goals, objectives, policies and procedures. The PHS comprehensive **Medical Management Program**, (illustrated by the graphic on page I.12, Section I.2.5), provides a platform for the delivery of health care that focuses directly on the patient-clinician encounter. This "systems-based" health care delivery model is founded on best practices, continuous quality improvement principles, utilization management practices, and accreditation standards. Similar to systems offered to commercial employers by managed care plans, the PHS program optimizes clinical and economic outcomes.

The health care plan goals are met by providing the following systems:

- Site-specific Policies and Procedures
- Nursing Evaluation Tools (NETs)
- Continuous Quality Improvement Program
- Intake/Receiving Screening
- Health Appraisals
- Sick Call
- Specialty and Chronic Care
- Constant Communication through MAC meetings
- Reporting System
- Credentialing Program
- Utilization Management Program
- Community Provider Network and Contracts for the off-site services and coordinated care.

What is PHS doing particularly well? "Managing the overall healthcare needs for an inmate population that averages 4000."

—Alameda Client Survey, 2005

In addition, Bill Wilson, the PHS Health Services Administrator, currently prepares an annual report for the Sheriff summarizing the prior year health care activities and makes the Sheriff aware of upcoming goals and objectives for the detention facilities.

1.1.3 Licensing/Certification (RFP Pg. 7)

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;

The PHS Credentialing Program will continue to ensure that health care practitioners providing on-site service at the ACSO facilities have the credentials required to practice within their field in the State of California. All health care practitioners (employees and independent contractors) who provide on-site services at the ACSO facilities will be required to complete the credentialing process. The Administrative Assistant at the Western Regional Office in Alameda will submit and ensure that the necessary paperwork is submitted to keep this process current.

The PHS Credentialing Program meets the standards established by the National Committee for Quality Assurance (NCQA) and in 2007 was awarded Health Provider Credentialing Accreditation from URAC, a Washington, D.C.-based health care accrediting organization that establishes quality standards for the health care industry. The URAC accreditation applies to the PHS medical professionals credentialing process making PHS one of only 12 programs – and the only correctional health care organization – to achieve this level of excellence.

PHS requires its professional staff to maintain current licensure, certification, or registration as required by state and federal law. Carl Keldie, M.D., the PHS Chief Medical Officer, has established corporate-wide credentialing procedures for the verification and documentation of professional staff qualifications.

The PHS Credentialing Program completes primary source verification of each practitioner's medical education, licensure, DEA certification, malpractice history, and liability insurance

coverage. Health care practitioners are re-credentialed every three years to ensure that qualifications are current and the privileges extended to the health care practitioner are appropriate.

The URAC Health Provider Credentialing Standards were established to ensure that physicians and other providers participating in health care networks have the appropriate credentials, qualifications and licensure. URAC Health Provider Credentialing Accreditation ensures that a network has verified the education, training, liability record, and practice history of its providers. This accreditation assures PHS clients that the medical professionals providing care to their inmates meet the stringent standards set by URAC, an independent and nonprofit organization.

1.1.4 Administrative Leadership (RFP Pg. 7)

Administrative leadership that offers both cost accountability and responsiveness to the inmates and ACSO.

PHS will continue to apply a proactive management approach ensuring a mechanism for ongoing communication between health staff and the ACSO correctional professionals. This approach is inherent to our business philosophy and the reason why PHS has consistently demonstrated value in the area of correctional health care for almost 30 years. Bill Wilson and Dr. Orr meet at least monthly with the ACSO to review operations. Collaboratively, they continuously look for ways to improve operational efficiency.

Partnership Accomplishment: The current PHS management team possesses 66 years of experience at the ACSO.

In retaining PHS for this contract, Alameda County will benefit from a management team that is both highly experienced and clinically skilled. Following is the existing team the ACSO will retain with the new contract:

- **Rodney Holliman**, Group Vice President of Operations
- **Bill Wilson**, Health Services Administrator/Regional Manager
- **Harold Orr, MD**, On-Site/Regional Medical Director
- **Linda Henson, RN**, Director of Nursing
- **Lenore Gilbert**, Assistant Health Services Administrator/Director of Health Information Management Services
- **Sharon Gober, LVN**, Communicable Disease Coordinator
- **Linda Powell, LVN**, Quality Improvement Coordinator

What is PHS doing particularly well? "Management staff is flexible and adapts well to changes as needed. Current fiscal situation in the county requires this."

— Alameda Client Survey, 2004

Additional information on regional and corporate key personnel, as well as resumes, has been included in Section H – Key Personnel – Qualifications & Experience.

While the CEU calendar is updated annually, certain CE topics are addressed each year, such as those listed below:

- Nursing Assessment Skills
- Infection Control
- HIV Update
- Medication Errors

Above and beyond the monthly CEU Program, PHS provides additional funding for each staff member to access and complete CEU programs of their choice. In addition, Dr. Orr will periodically do presentations on specific health topics as a specific need arises in the facility, (i.e. wound care).

I.1.6 Annual Report for Compliance (RFP Pg. 7)

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.

Bill Wilson, the PHS Health Services Administrator, currently prepares an **annual report** for the Sheriff summarizing the prior year health care activities and makes the Sheriff aware of upcoming goals and objectives for the detention facilities. The two most recent annual reports have been included in the **Attachments**.

I.1.7- 8 Descriptive Information (RFP Pgs. 7-8)

PHS has read and understands the descriptive information included in the RFP Pages 7-8. PHS has based our on-site programs on these parameters and our 20 years of experience at the Santa Rita Jail and the Glenn E. Dyer Detention Facility.

I.1.9 Contract Administrator (RFP Pgs. 8-9)

Contractor shall work under the auspices of the ASCO, and the contract administrator shall be under the Commander of the Detention and Corrections Division. The Detention and Corrections Division Commander shall select a Contract Compliance Officer (Project Officer)...

PHS will continue to work under the auspices of the ASCO and understands that the contract administrator, currently referred to as the PHS Liaison Lieutenant and PHS Liaison Sergeant, will be under the Commander of the Detention and Corrections Division. PHS currently is working with Lt. Debbie Jurgens-Lewis and Sgt. Mike Molloy.

I.1.10 Medical Director/Lead Physician (RFP Pg. 9)

County requires that there be a qualified (Board Certified or Board Eligible) 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. (Adjusted per Addendum No. 3)

Dr. Harold Orr, will continue in his role as Medical Director for the ACSO and will continue to be responsible for overall health care delivery for the facilities, as he has since 2001. PHS will ensure that Dr. Orr has current licenses and credentials to provide services in the state of California. Dr. Orr is also the PHS Regional Medical Director and will continue to be under the supervision of the Chief Medical Officer, Dr. Carl Keldie. Dr. Orr will be on-site forty (40) hours per week and on-call services will be provided 24 hours per day, seven days per

week as required by the RFP. Dr. Orr's responsibilities will include, at a minimum, the following:

- Daily physician sick call for the inmate population.
- Supervising clinical services rendered by all health care providers.
- Coordinating medical services provided by outside consultants, community hospitals, as well as on-site specialty services.
- Conducting investigations of any outbreaks of contagious diseases as well as develop and implement plans to prevent further transmission of such diseases within the facility.
- Reviewing all labs while ensuring that appropriate follow-up has been made.
- Assisting in the development and implementation of Policy and Procedure Manuals.
- Attending scheduled monthly staff meetings.
- Assuming a leadership role in the Quality Improvement, Infection Control, and Pharmacy Therapeutics Committees.
- Conducting monthly staff meetings.
- Conducting Mortality Reviews on all inmate deaths.
- Providing daily telephone contact with other physician's providing services at the ACSO facilities.
- Reviewing the use of ancillary services such as Pharmacy and reviewing all requests for non-formulary drugs.
- Attending regularly scheduled Medical Audit Committee meetings.

Dr. Orr has over 30 years of medical practice experience, ten years of that in correctional medicine and most of that in the state of California. He has an active license in the State of California and is Board Eligible in Internal Medicine and Managed Care Medicine. His resume is included in **Section H. Key Personnel**.

I.2 Vendor Qualifications (Pgs. 9-10)

Vendor minimum qualifications include but are not limited to the following:

I.2.1 Experience in Correctional Health Care (RFP Pg. 9)

Vendor must be regularly and continuously engaged in the business of providing comprehensive inmate detention and correction medical care services for at least five (5) years.

Prison Health Services, Inc. (PHS), the founder of correctional health services, was organized and incorporated *December 8, 1978* in the State of Delaware. In the past almost 30 years, our company's exclusive focus has remained the provision of clinically efficient health care programs to jails and prison systems nationwide, including the ACSO for the past 20 years.

I.2.2 Permits, Licenses and Professional Credentials (RFP Pg. 9)

Bidder/Contractor must possess all permits, licenses and professional credentials necessary to provide quality comprehensive medical health services as specified under this RFP.

PHS will continue to possess all permits, licenses and professional credentials necessary to provide quality comprehensive medical services to the ACSO facilities. PHS will continue to require its professional staff to maintain current licensure, certification, or registration as required by state and federal law. Carl Keldie, M.D., the PHS Chief Medical Officer, has established corporate-wide credentialing procedures for the verification and documentation of

professional staff qualifications. The PHS Credentialing Program will continue to ensure that health care practitioners providing on-site service at the ACSO have the credentials required to practice within their field. All health care practitioners (employees or independent contractors) who provide on-site services will also be required to complete the credentialing process.

The PHS Credentialing Program meets the standards established by the National Committee for Quality Assurance (NCQA) and in 2007 was awarded Health Provider Credentialing Accreditation from URAC, a Washington, D.C.-based health care accrediting organization that establishes quality standards for the health care industry. The URAC accreditation applies to the PHS medical professionals credentialing process making PHS one of only 12 programs – and the **only** correctional health care organization – to achieve this level of excellence.

1.2.3 Current Provider of Correctional Health Services (RFP Pg. 9)

Must be a current or recent medical provider of correctional health services; Exhibits D-1 & D-2 Client/Customer references must reflect this experience.

PHS currently provides comprehensive medical, dental and/or mental health care programs at over **150 prison and jail facilities nationwide in 22 states, providing care for over 133,000 lives** and making us a leading national provider with the expertise, people and systems required to successfully develop and manage comprehensive healthcare services for correctional facilities. A complete list of current contracts, as well as Exhibits D-1 and D-2 with client/customer references, are included in **Section K – References**.

1.2.4 Policies and Procedures (RFP Pg. 9)

Must have developed and implemented a successful health care program in a clinical environment for correctional facilities with clear goals, objectives, policies and procedures for documenting goal achievements.

In almost 30 years of experience, PHS has developed policies and procedures to implement an effective medical management model. (See Section 1.2.5 below) In addition, **these policies and procedures have been tried and tested at the ACSO in the past 20 years to meet the needs of the Santa Rita Jail and Glenn E. Dyer Detention Facility.**

PHS has developed 83 jail and 84 prison policies and procedures in accordance with standards set forth by the American Correctional Association (ACA) and the National Commission on Correctional Health Care (NCCHC). These policies and procedures provide guidance for the management and implementation of safe, effective and efficient health care services. These policies have been adapted to the ACSO's official position to create a site-specific Policy and Procedures Manual. The PHS policies reflect accreditation standards, compliance indicators, and recommendations. The following are key features of PHS Policies & Procedures:

- Each procedure describes in detail, and in sequence, when appropriate, how a policy is to be carried out and by whom.
- All health care policies and procedures are site-specific.
- Each policy and procedure in the health care manual is reviewed at least annually, and revised as necessary under the direction of the Health Services Administrator and Medical Director. The manual bears the date of the most recent review or revision and, at a minimum, the signatures of the facility's HSA and Medical Director.

- Policies that are correctional driven such as those involving security issues, kitchen, industries, or inmate workers, do not conflict with health care policies.
- The manual or compilation of Policies & Procedures is consistently accessible on-site to health staff for guidance and/or reference.

1.2.5 Medical Care Management Programs (RFP Pg. 10)

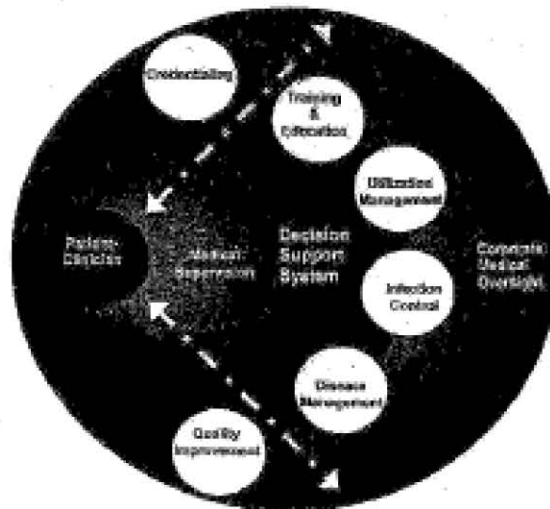
Must have medical care management programs which comply with the American Correctional Association (ACA) and community-based standards of care.

The PHS comprehensive **Medical Management Program**, illustrated by the graphic on the following page, provides a platform for the delivery of health care that focuses directly on the patient-clinician encounter. This "systems-based" health care delivery model is founded on best practices, continuous quality improvement principles, utilization management practices, and accreditation standards. Similar to systems offered to commercial employers by managed care plans, the PHS program optimizes clinical and economic outcomes.

What is PHS doing particularly well?
 'Managing inmates' health care and medication issues'
 —Alameda Client Survey, 2005

The formalized support systems that are a key element of the Medical Management Program, address infection control, quality improvement, disease management, utilization management and credentialing.

These systems, utilized by over 4,000 clinical and administrative staff at PHS sites nationwide, ensure that patients receive the most appropriate and effective level of care. The PHS Chief Medical Officer and staff set medical management policy in accordance with evidenced-based standards of care and oversee all aspects of the company's clinical care program.



I.2.6 Certified/Licensed Staff (RFP Pg. 10)

Vendor(s) must only employ medical, nursing, clinical staff and administrative personnel who are currently certified and licensed by the appropriate certification and/or licensing board, as required, by the State of California;

The PHS Credentialing Program will continue to ensure that health care practitioners providing on-site services at the ACSO facilities have the credentials required to practice within their field in the State of California. All health care practitioners (employees and independent contractors) who provide on-site services at the ACSO facilities will be required to complete the credentialing process. (See Section I.1.3)

The PHS Credentialing Program meets the standards established by the National Committee for Quality Assurance (NCQA) and in 2007 was awarded **Health Provider Credentialing Accreditation from URAC**, a Washington, D.C.-based health care accrediting organization that establishes quality standards for the health care industry. The URAC accreditation applies to the PHS medical professionals credentialing process making PHS one of only 12 programs – and the **only** correctional health care organization – to achieve this level of excellence.

I.2.7 Accreditations (RFP Pg. 10)

Vendor must maintain American Correctional Association (ACA) accreditations throughout the term of any contract, which may be entered into as a result of this RFP;

In partnership with the ACSO, PHS obtained NCCHC accreditation for the Santa Rita Jail in 1990 and ACA accreditation in 1998 and has successfully maintained these accreditations since.

Partnership Accomplishment: The ACSO, with the help of PHS, scored 98.7 on ACA Accreditation in 2007.

PHS will continue to work with the ACSO to maintain this accreditation throughout the term of our contract. (See Section I.3.1)

I.2.8 Memorandums of Understanding (RFP Pg. 10)

Vendor must have established or be qualified to establish a Memorandum of Understanding (MOU) with local hospitals within Alameda County;

PHS currently has established **Memorandums of Understanding** with the following local hospitals within Alameda County:

> Alameda County Medical Center (ACMC)

PHS has a long standing relationship (February 1991) with ACMC, which includes Highland Hospital and Fairmont Hospital. **PHS has recently completed negotiations as the current arrangement, with its pricing structure, had been in place since its inception.** The most important component is that for 16 years, PHS has been able to control costs through this hospital agreement. The result is that the increase and financial implication over the span of the contract has been an average of 3.87%, which is well below increases experienced in the state of California for that time period. Our ability to minimize increases has allowed us to control costs and expenses to the County.

County of Alameda, CA • Comprehensive Inmate Medical Care • December 7, 2007

► **Valley Care Health System**

PHS has worked with and is contracted with Valley Care Health System. The original contract began in 1996, and in 2005 PHS renegotiated this agreement to better manage the cost of services being provided at that facility. This secondary hospital allows PHS to manage the bed availability within the community.

► **Eden Medical Center**

In the southern part of Alameda County PHS will continue to work with Eden Medical Center. An agreement is currently under review the hospital.

In addition, PHS has a dedicated customer service department and provider relations department whose primary goal is to meet the needs of the county and to facilitate all interactions within the provider community. Over the years, PHS has met with key hospitals and providers to educate the various staff and departments on the capabilities of the jail infirmaries and discuss concerns related to security and control. PHS has developed tools and reference guides to assist the providers and hospitals as it relates to the various aspects of claims submission, authorizations and payment.

I.3 – Specific Contractor Requirements (RFP Pgs. 10-23)

I.3.1 Maintenance of Accreditations (RFP Pg. 10)

a. Contractors shall maintain all required accreditations including ACA accreditation throughout the term of any contract... 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... c. Contractor shall submit an annual Compliance Report to ACSO on all applicable certifications, accreditations and licenses during the life of this contract.

In partnership with the ACSO, PHS obtained NCCHC accreditation for the Santa Rita Jail in 1990 and ACA accreditation in 1998 and has successfully maintained these accreditations since.

PHS will continue to work with the ACSO to maintain all required accreditations and will continue to assist with any modifications to ACA standards.

In 2007 the ACSO was successful in ACA re-accreditation with a score of 98.7 and PHS was pleased to provide a supportive role in this success. The ACSO received the highest ACA score in the history of that accreditation!

Overall, PHS has extensive experience in obtaining and maintaining ACA, NCCHC and other state-specific accreditations. For client's requesting ACA or NCCHC accreditation, **PHS has a 100% successful achievement rate.** These are the sites PHS currently has ACA and NCCHC accreditation:



NCCHC Accredited Facilities

- | | |
|---|--|
| § Adams County Detention Facility, CO | § Leon County, FL |
| § Alachua County, FL | § Lexington County, SC |
| § Alameda County, CA | § Louisville-Jefferson County, KY |
| § Arlington County, VA | § Mecklenburg County, NC |
| § Bergen County, NJ | § Mohave County, AZ |
| § Cape May County, NJ | § Monroe County, FL |
| § Charleston County, SC | § Ocean County, NJ |
| § Charlotte County, FL | § Okaloosa County, FL |
| § Chatham County, GA | § Philadelphia, PA (<i>Five facilities</i>) |
| § Cherokee County, GA | § Portsmouth, VA |
| § Collier County, FL | § Rikers Island, NY (<i>One facility</i>) |
| § Dane County, WI | § Roanoke, VA |
| § Essex County Juvenile, NJ | § Sarasota County, FL |
| § Genesee County, MI | § Shawnee County, KS |
| § Gloucester County Juvenile, NJ | § St. Lucia County, FL |
| § Guilford County, NC (<i>Two facilities</i>) | § Suffolk County, MA |
| § Hudson County Juvenile, NJ | § Vermont DOC (<i>Nine facilities</i>) |
| § Hunterdon County, NJ | § Volusia County, FL (<i>Two facilities</i>) |
| § Johnson County, KS | § Washington County, OR |
| § Kent County, MI | § Washoe County, NV |
| § Las Vegas, NV | § Wyoming DOC (<i>Four facilities</i>) |
| § Lee County, FL | |



ACA Accredited Facilities

- | | |
|------------------------|---|
| · Adams County, CO | · Las Vegas, NV |
| · Alachua County, FL | · Manatee County, FL |
| · Alameda County, CA | · Marion County, FL |
| · Arlington County, VA | · Marion Juvenile, OH |
| · Cape May County, NJ | · Mecklenburg County, NC |
| · Chatham County, GA | · Ocean County, NJ |
| · El Paso County, TX | · Pennsylvania DOC (<i>22 facilities</i>) |
| · Hunterdon County, NJ | · Roanoke, VA |
| · Johnson County, KS | · Virginia DOC (<i>Four facilities</i>) |
| · Kansas Juvenile CC | |

a. Contractor shall submit an annual Compliance Report to ACSO on all applicable certifications, accreditations and licenses during the life of this contract.

PHS will continue to submit an annual Compliance Report to the ACSO on all applicable certifications, accreditations and licenses during the life of our contract.

PHS has the advantage of having an in-house network of ACA and NCCHC experts. For example, approximately 250 PHS employees are Certified

**What is PHS doing particularly well? "Responding to facility staff requests for accreditation documentation and support."
- Alameda Client Survey, 2004**

Correctional Health Professionals (CCHP). Additionally, PHS staff certified as NCCCHC surveyors and ACA auditors are available to assist PHS sites in meeting accreditation standards. The expertise of these experienced professionals and their working knowledge of acceptable national healthcare standards have contributed greatly to the continuing success of our accreditation record nationally. This network of professionals will continue to be available to the ACSO administrators as necessary to provide support during re-accreditation processes throughout the contract.

1.3.2 Health Care Services Program (RFP Pg. 10)

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

1.3.2.1 Intake Health Screening (RFP Pg. 10)

Receiving screening shall be performed for all inmates by a licensed registered nurse (RN) at the time of booking at the Santa Rita Jail...

PHS Licensed Registered Nurses (RNs) will continue to perform receiving screenings upon booking at the Santa Rita Jail. As noted in the PHS Staffing Plan in Section 1.5.4 our staffing will continue to be structured to allow for 24-hour per day receiving screenings, with increased coverage when bookings are heaviest. PHS will continue to perform receiving screenings in a manner consistent with accreditation Standards and in accordance with applicable state and local standards.

It is important to know the medical status of an inmate as soon as possible in order to proactively care for needs and avoid adverse health situations. The goal of the receiving screening is to determine, to the greatest extent possible, the presence of any medical condition requiring follow-up care. By doing so, it becomes possible to take a proactive approach to the patient's medical needs, as well as to decrease the spread of disease within the facilities. In addition, this approach has been proven to reduce costs associated with lengthy hospital stays and security officers' overtime expenses.

What is PHS doing particularly well?
"Dealing with the high volume of initial screenings and then providing well managed care for 4000 inmates."

— Alameda Client Survey, 2004

The screening process for new admissions to the Santa Rita Jail will exceed accreditation standards with a focus on identifying potentially emergent situations as well as chronic medical conditions. Inmates who require emergent care will be referred for off-site emergency care. Inmates who need to be seen by a physician or mental health professional will be referred for such evaluation and care.

Intake screening information is recorded by a qualified licensed healthcare professional on the ACSO-approved standard form.

Screenings will include, at a minimum, the following:

- Documenting of specific demographic information
- Critical observations that would necessitate urgent/emergent disposition
- Identification of specific communicable diseases

- Identification of mobility restrictions or specific physical aids
- Documenting significant recent medical/surgical events
- Collection of specific women's health-related data, as appropriate
- Identification of current medications and any known allergies
- Identification of substance abuse history and those at risk of withdrawal
- Identifying known chronic illness and triaging those with specific risk factors for expedited care as well as facilitate enrollment in Chronic Care Clinic
- Providing a mental health screening to assess for:
 - Suicide risk factor
 - Major mental illness
 - Developmental and learning disabilities
- Documenting vital signs and trigger a response for critical vital signs
- Documenting a brief general inspection including skin and oral cavity examination
- Obtaining a consent for treatment
- Providing an explanation to inmate of how to access medical, dental and mental health care
- Synthesizing this information to make an appropriate medical disposition

All medical screening forms will become part of the inmate's medical record. Medical records for transfer inmates (i.e., inmates who are being transferred from one facility to another) will be reviewed by health staff upon the inmate's arrival at the new facility. Appropriate action will be taken as necessary. Screening forms, including notes concerning disposition, will be included in the inmate's medical record.

PHS healthcare professionals will continue to screen inmates during our receiving screening for mental health conditions at the time of the intake screening. PHS' intake screening process includes questions regarding inpatient hospitalizations and/or treatment for mental illness and pharmacy therapy. Additionally, a detailed history and physical examination, which occurs within 14 days of admission, includes a mental health evaluation. Based on the findings of the receiving screening process, residents will be referred to the CIMH for further evaluation as needed.

A physician or qualified licensed health care professional will perform full health assessments within fourteen (14) days of an inmate's arrival at the facility, unless the receiving screening indicates a trigger or alert that requires expedited or emergent care.

What is PHS doing particularly well? "Adjusting to the increased demand placed on them by our implementation of a booking function at Glenn Dyer Jail."

-Alameda Client Survey, 2008

When the initial health screening indicates that the inmate has one or more of the above conditions, PHS may conduct a full health assessment sooner, depending on the health need of the inmate.

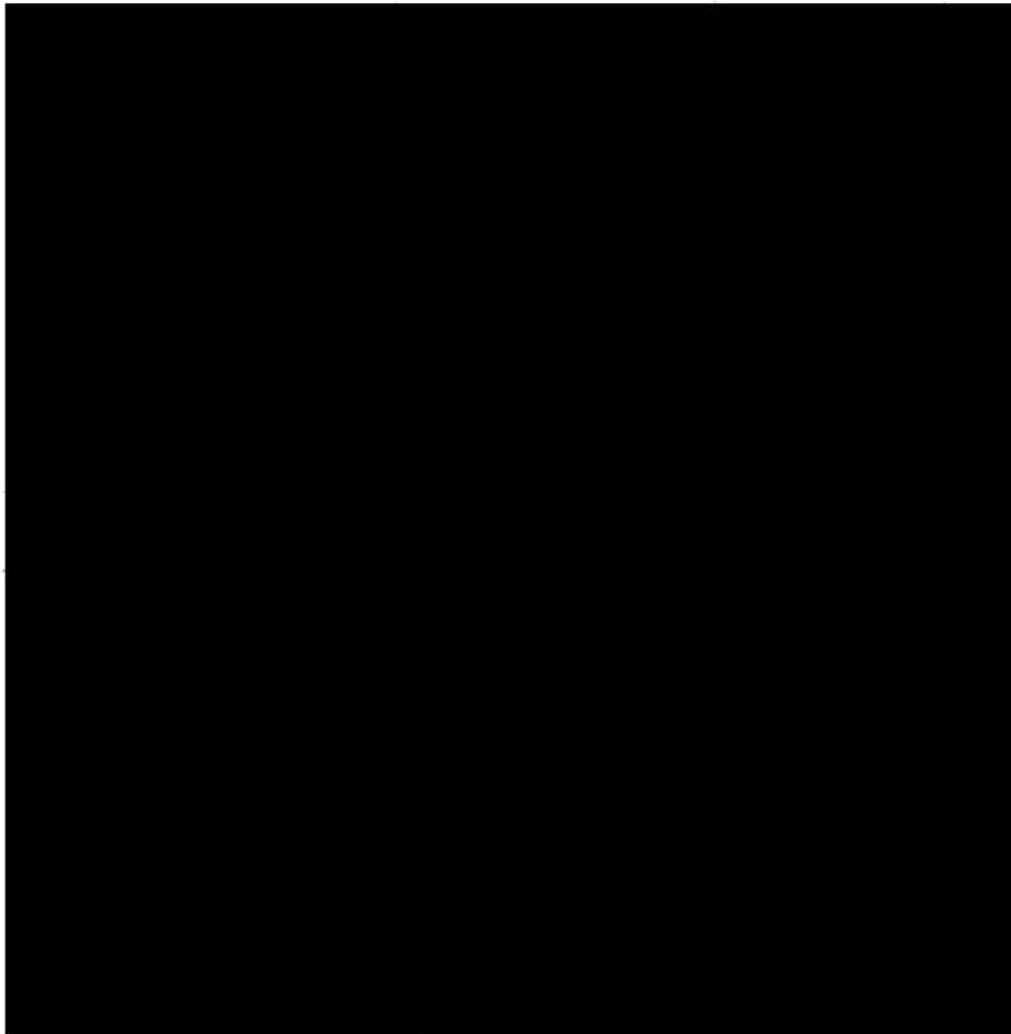
PHS will continue the same or comparable medication within the appropriately prescribed time limit unless it is deemed not medically indicated by the PHS physician staff or not consistent with standard medical practice after diligent efforts are made and documented to contact the inmate's treating physician or pharmacy provider.

County of Alameda, CA • Comprehensive Inmate Medical Care • December 7, 2007

All inmates will be screened for symptoms of active pulmonary TB at intake. "Two-step" PPD skin testing will occur for all inmates except those with prior positive PPDs. Inmates identified as possible allergic, including HIV patients with AIDS, will have a screening CXR. A patient identified as having latent TB will be offered treatment. Patients with suspected or confirmed active TB will be placed in isolation using negative pressure ventilation and receive appropriate medication for the strain of TB identified.

In the event an inmate refuses to voluntarily cooperate in the screening and/or test(s) referenced above, after being advised of its importance to the inmate's health needs, PHS medical personnel will appropriately document such refusal. In such an event, PHS will take steps medically appropriate for the health of the individual inmate, other inmates and staff.

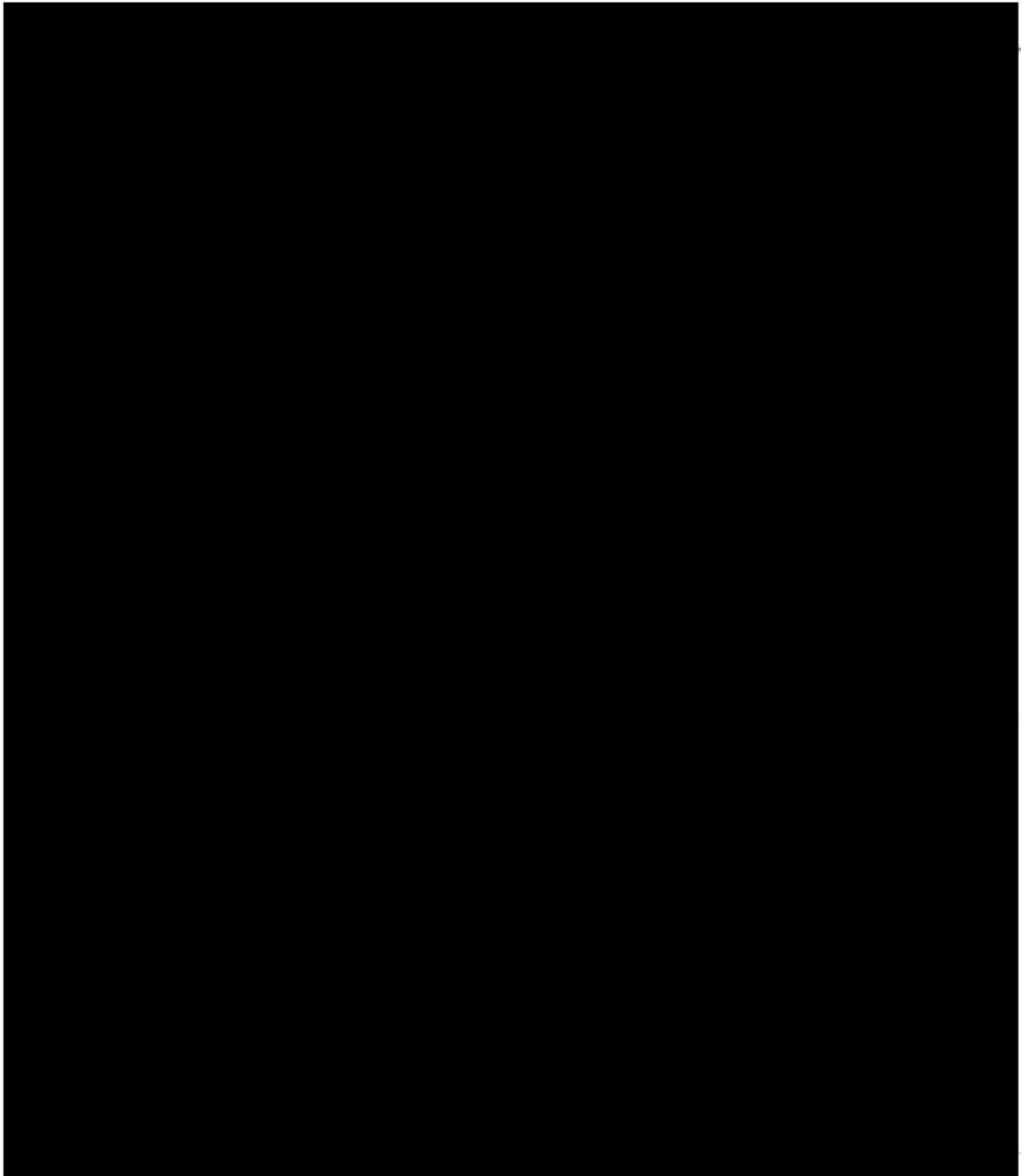
A sample Receiving Screening Form has been included in the Attachments.

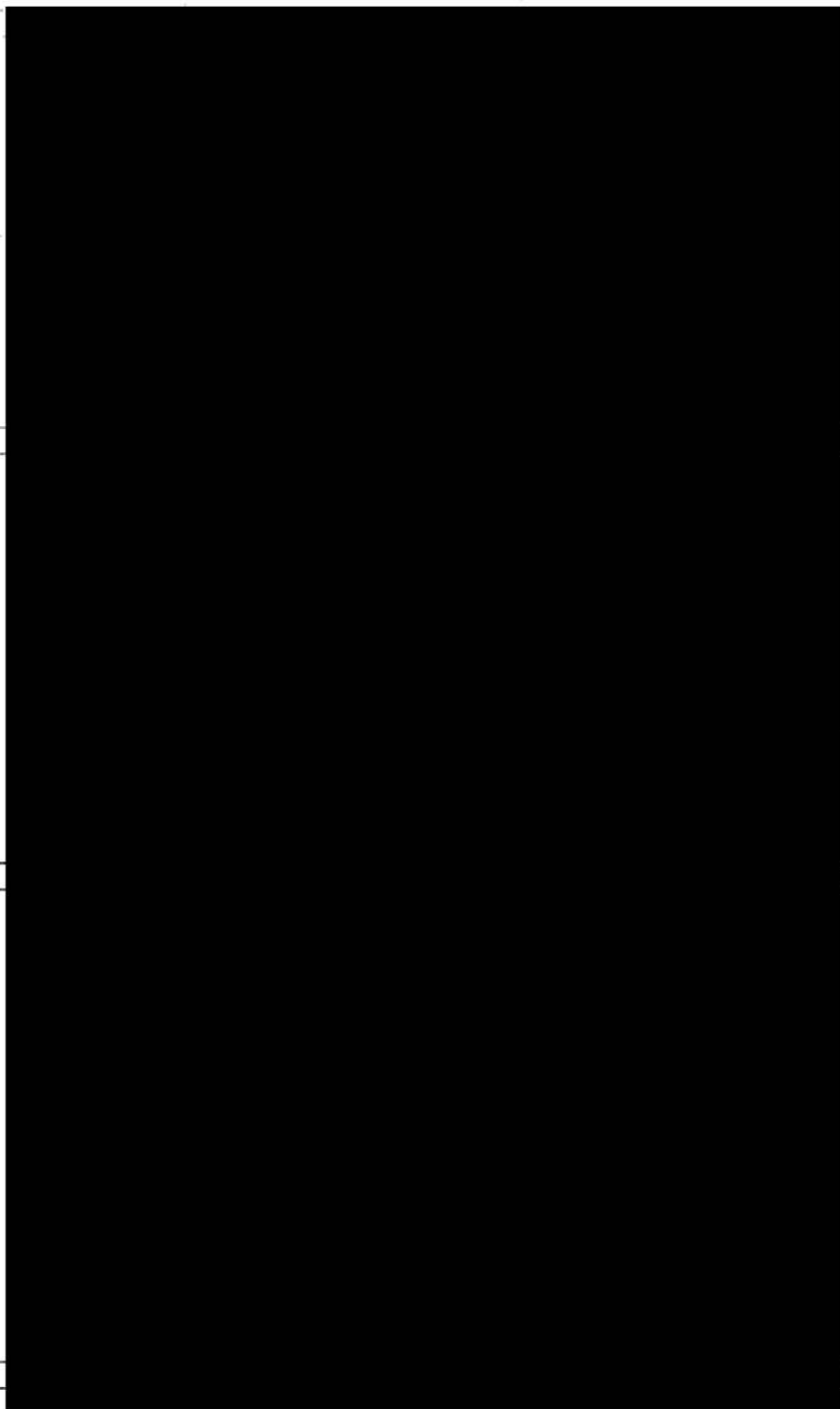












1.3.2.2 Fourteen (14) Day Health Appraisal (RFP Pg. 11)

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.

PHS will continue to conduct health appraisals according to accreditation standards. Health appraisals will be completed by a registered nurse (RN), mid-level practitioner or physician for each inmate, within 14 days after arrival, unless the need for a health appraisal sooner is indicated. The health appraisal form will be filed in the inmate's health record.

The health appraisal process will include the following:

- Review of the receiving screening.
- Complete history and physical examination.
- Recording of vital signs, height and weight.
- Mental health evaluation.
- Dental screening.
- Vision and hearing screening.
- Laboratory test, including VDRL and other diagnostic tests as clinically indicated.
- Review of the results of the health appraisal by a physician.
- Initiation of therapy, when appropriate.

When the results of the health appraisal indicate that the inmate requires further evaluation and/or treatment, the inmate will be referred for care. The specific time for the follow-up evaluation will be based on the inmate's condition. A sample History & Physical Form is included as an **Attachment**.

1.3.2.3 Sick Call (RFP Pg. 11)

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...

An important component of any correctional health care delivery system is the sick call process. PHS has a system in place that enables all inmates, including those in segregation, to request non-emergency medical, dental or mental health services by submitting a written request. Inmates receive instruction on how to access the health care system during the intake process (Section 1.3.2.1).

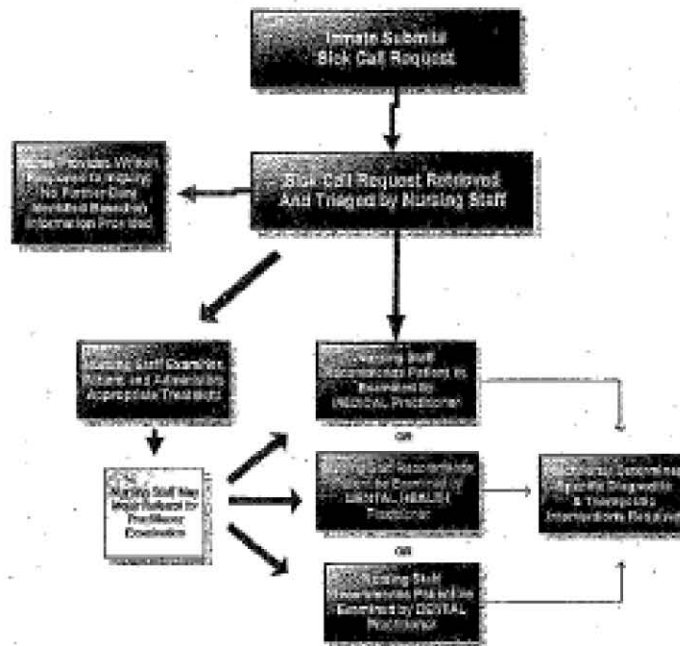
Process

ACSO inmates will continue to access non-emergent health care services by submitting a confidential written medical request form. Health care personnel collect and triage the requests, documenting the disposition (i.e., "inmate to be brought to medical" or "scheduled for next sick call" or "referred to dental department"). Inmates are then scheduled for health care services based on the recommendations documented on the sick call request. Sick call services will be provided at sufficient levels to allow a timely response to inmate requests. Inmates requiring a higher level of service are referred to the appropriate physician or practitioner in medical, dental or mental health. A sample **PHS Medical Request Form** is included in the **Attachments**.

At a minimum, nurse's and physician's sick call will be held Monday through Friday at both Santa Rita Jail and Glenn E. Dyer Detention Facility. Health care personnel will be available 24/7 to address any inmate's urgent health care needs.

Sick call will be held in the clinic rooms provided in the inmate housing areas. PHS will work in concert with the ACSO to provide additional sick call hours if required. The following flow chart illustrates PHS' sick call process:

ACSO Non-Emergency Sick Call Requests & Services



PHS will follow the sick call process defined by accreditation standards, which includes the following:

- Scheduled sick call services will be offered five days per week. In compliance with the RFP, sick call with the on-site physician will be held five days per week
- Response to emergency sick call requests by nursing staff will be available seven days per week.
- If an inmate's custody status precludes attendance at sick call, arrangement will be made to provide sick call services at the place of inmate's confinement
- Sick call clinics held by physicians, nurse practitioners, physician assistants, dentists, nurses or mental health clinicians
- Documentation of the sick call request
- Process defined by written policies and procedures available on the unit

- All verbal and/or written requests are received daily Monday through Friday by health care professionals and triaged within 24-hours
- A written record or log will be kept of visits to Special Housing Units

Sick call will be scheduled with input from the Correctional Facility Administrators, Captain Bert Wilkinson or Captain Lisa Rosales, so as to not conflict with other institutional activities and to be compatible with the institutions overall operating schedule.

PHS has developed **Nursing Evaluation Tools (NET)** to be used in Sick Call and other clinical areas. The PHS Nursing Evaluation Tool (NET) as the name implies has a focus of becoming a patient safety net. Each NET is a tool which can be used in a number of ways. It can be used to make a decision regarding the need or urgency for referral. It can serve as a tool for collecting and communicating information to a clinician (Physician, PA or NP) who can make further treatment decisions. The NET can also be utilized as an educational tool for orientation or training. PHS will be using them consistent with the nursing scope of practice. Sample NETs, including the Sick Call NET, have been included in the **Attachments**.

I.3.3 Hours of Coverage (RFP Pgs. 11-12)

I.3.3.1 Twenty-Four (24) Hour Physician Services (RFP Pg. 11)

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.

PHS will continue to provide 24-hour on-call physician services at Santa Rita Jail and Glenn E. Dyer Detention Facility. The on-call physician will continue to come to the facilities as needed. Other than Dr. Orr, the following physicians are currently providing medical care for PHS at the ACSO facilities:

- Gilbert Wilson, MD
- Jose Aramburo, MD
- Kathryn Malone, MD
- Ifei Chen, MD

I.3.3.2 On-Site Physician Services (RFP Pg. 11)

Minimum onsite coverage for onsite 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...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. (Adjusted per Addendum No. 2)

As is noted in our Staffing Plan in **Section I.5.4**, minimum on-site coverage for Santa Rita Jail will include eight (8) hours each day, Monday through Friday and rounds in the OPHU on Saturday or Sunday. Minimum on-site coverage for Glenn E. Dyer Detention Facility will include eight (8) hours each day, Monday through Friday. A physician will continue to be on-call and available 24-hours a day.

The number of inmates seen by a physician has increased during the past contract term and inmates are entering the correctional setting with greater medical needs. The custody setting is the health care "safety net" for many of these individuals, and PHS physicians address those increasingly complex needs in increasingly greater numbers.

1.3.3.3 OB/GYN Physician Services (RFP Pg. 11)

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.

PHS' OB/GYN Nurse Practitioner, Lilyan Kay, will be on-site for forty hours per week, with 24 hour on-call OB/GYN services available. In addition to the OB/GYN Nurse Practitioner, PHS' staffing plan includes a Perinatal Coordinator, Perinatal Educator, RN and Medical Assistants. Please refer to our staffing plan in Section 1.5.4 for detailed information on the number of FTEs to be provided by shift.

1.3.3.4 Physician Staffing (RFP Pg. 11)

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...

PHS will provide five-day per week on-site physician coverage and 24-hour physician telephone availability. Designated full-time equivalents (FTEs) are shown in our staffing plan in Section 1.5.4. Our staffing plan includes a relief factor for practitioners.

1.3.3.5 Specialty Clinics (RFP Pg. 11-12)

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, (Oral Surgery deleted per Addendum No. 3)

PHS strives to maximize health services on-site when medically appropriate. On-site services reduce the need for transportation and officer time.

During the 20-year history of PHS' relationship with the ACSO, several clinics previously provided off site, have been brought on-site. Two of these clinics, Dialysis and Ultrasound, have produced cost savings and/or cost avoidance of \$1,982,044, in just the past 10 years. Providing services on-site at the jails has resulted in fewer off-site visits to hospitals and the related ACSO transportation and staffing expense. The operational risk associated with unnecessary inmate movement to and from off-site services has also been eliminated.

On-site services, including specialty and chronic care clinics, are ideally suited for the correctional environment as inmates and health practitioners can initiate a customized treatment plan within a controlled environment including an ongoing educational component. Outcomes can be more clearly demonstrated in this environment. PHS will continue to provide the appropriate range of medical specialty and chronic care services required to meet the health care needs of the ACSO inmate population.

PHS will continue to conduct the following specialty clinics on-site at Santa Rita Jail on a regular basis and will continue to provide clinics to meet or exceed RFP requirements:

- ◆ Orthopedics – 4 hours per week
- ◆ Optometry – 3-4 hours per month
- ◆ Obstetrics – 3 hours per week
- ◆ Immunology/HIV – 16 hours per month

- Dialysis – as necessary
- Physical Therapy – 2 hours per week
- Tuberculosis – 40 hours per month (evaluation/clinic)
- Asthma – 8 hours per month
- Diabetes – 8 hours per month
- Cardiology/Hypertension – 4 hours per month
- Seizures – 4 hours per month

PHS will continue to work diligently to maximize the availability of on-site specialty clinics and will continue to make referral arrangements with specialists for the treatment of those inmates with health care problems, which may extend beyond the primary care services provided on-site. Approval of referrals for outside consultations or inpatient care will be subject to PHS' utilization review process, which will be completed within seven business days of the ordering physician's request. All specialists will be Board Certified or eligible in their respective specialty. All outside referrals will be coordinated with the ACSO for security arrangements.

PHS will continuously evaluate the need for providing additional clinics on-site, as justified by the clinical workload and availability of specialists. Specialty clinics will be held on-site when a sufficient number of specialty referrals exist (e.g. six cases per specialty within 30 days) and the necessary equipment can be reasonably made available.

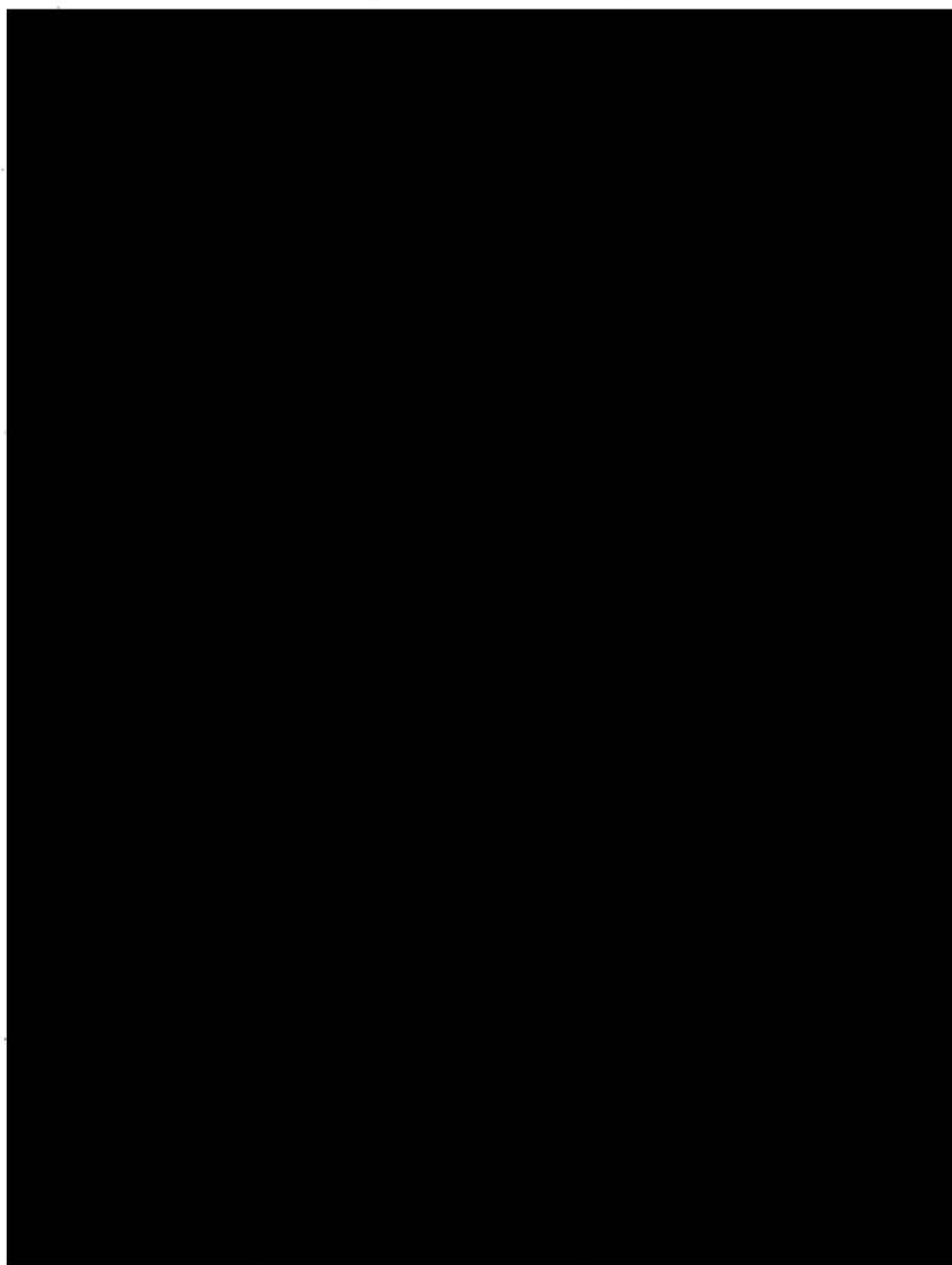
Chronic Care

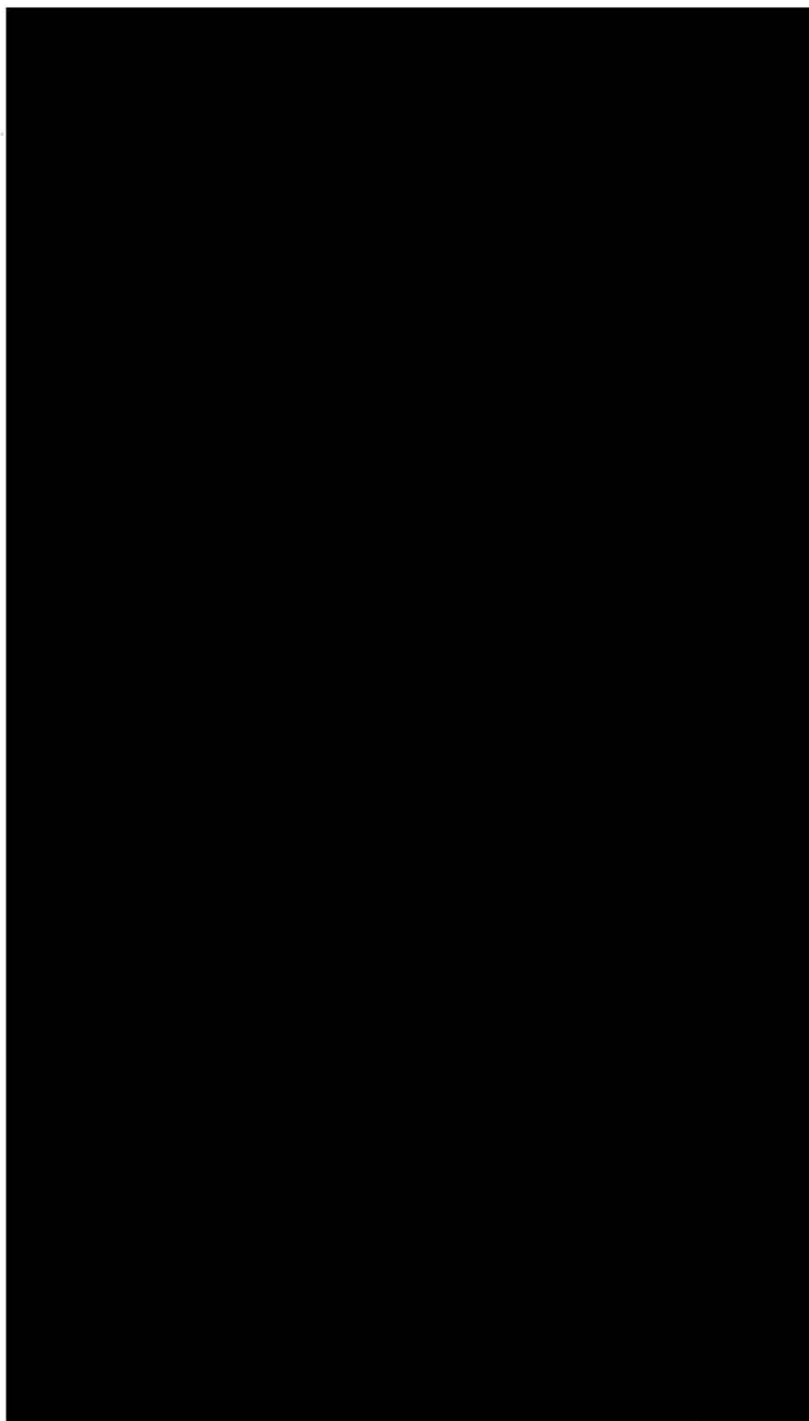
PHS also has extensive experience in implementing and managing effective Chronic Care Clinics (CCC). These include, but are not limited to: Diabetes, Hypertension, Asthma, Seizures Disorders, HIV disease, Hepatitis C and Tuberculosis. Inmates with chronic illness may be identified during the intake process, sick call or other surveillance methodologies. Inmates with a chronic condition or other special health care need will continue to be monitored and evaluated on a routine basis at scheduled clinics.

Primary care providers will establish individualized treatment plans for each inmate with a chronic illness or special need. Inmates will be monitored and evaluated in accordance with the established treatment plan. The purpose of the CCC encounter is to ensure that the inmate's condition is being appropriately addressed and is not deteriorating. The CCC will also be used to provide inmate education. PHS will establish treatment plans that ensure inmates are monitored and evaluated by a qualified health care professional, in accordance with their health care needs and established ACSO guidelines.

When an inmate's health condition requires services beyond the scope of services available at the institution, the Utilization Management (UM) process will be initiated. PHS will ensure the availability of health care specialists to meet the needs of the inmate population and shall make arrangements for the transportation and care of inmates at the Health Care Provider or another mutually accepted medical care facility or specialty clinic. The name and location of such facilities, and dates and times of appointments, will never be divulged to inmates, their family/friends or others for security purposes.







1.3.4 Food Services (RFP Pg. 12)

Special Diets: Contractor shall adhere to the medical dietary standards outlined in Title 15, Section 1248.

PHS will continue to adhere to the medical dietary standards outlined in Title 15, Section 1248. PHS will continue to work closely on a daily basis with the County's food service provider, Aramark. With a facility the size of the ACSO, there are an extraordinary number of inmates with the need for special diets and those who have food allergies. PHS will continue to work effectively to ensure that the inmate's dietary needs are met consistent with their medical diagnoses.

1.3.5 Health Screening (RFP Pg. 12)

Inmate Workers: Contractor shall provide health screening, including appropriate lab work, for inmate food workers and other inmate workers as required.

As required, PHS will continue to provide health screening, including appropriate lab work for inmate food workers and other inmate workers.

1.3.6 Consulting Medical Specialties (RFP Pg. 12)

Contractor shall make both arrangements and payments for all consulting medical specialty services and special medical equipment (i.e., wheel chairs, braces, crutches, etc.).

PHS will continue to make arrangements and payments for all consulting medical specialty services and special medical equipment. All the Specialty Clinics are provided by local hospitals when they are unable to provide on-site. We contract and are financially responsible for the above mentioned services or devices when they are medically indicated.

1.3.7 Emergency Services (RFP Pg. 13)

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.

PHS is committed to providing immediate response to the correctional population in an emergency situation and will continue to provide emergency services at the ACSO. This includes on-site response, transportation, and acute hospital services. PHS understands and agrees that transportation by automobile, as well as the cost of Fire Department paramedic response, will continue to be the responsibility of the ACSO.

PHS will provide emergency medical and dental care by a physician twenty-four (24) hours a day, seven (7) days per week. PHS will continue to arrange for emergency medical transportation in cooperation with **American Medical Response (AMR)**.

PHS will also continue to provide on-site emergency stabilization services to ACSO employees, as well as visitors and contractors when necessary and as appropriate. These services will include, but not necessarily be limited to, first aid, assessment, stabilization and the coordination of transportation for those who become ill or injured while in the facility. PHS is not responsible for costs associated with transportation and subsequent care provided at an off-site location to non-inmates.

I.3.8 Outpatient Care (RFP Pg. 13)

Beds available for use in these areas include twenty-five (25) beds in twenty (20) rooms at Santa Rita Jail.

PHS will continue to maximize the use of the beds available in the OPHU, which includes 25 beds in 20 rooms at Santa Rita Jail. By effectively utilizing the Outpatient Housing Unit (OPHU), PHS has increased its ability to provide appropriate treatment on-site, thereby reducing the expense and officer time associated with off-site care.

Partnership Accomplishment: In 2006, PHS added Gilbert Wilson, MD to the medical team who brings extensive corrections experience and provides oversight in the OPHU.

Operations of the OPHU will include:

- * Physician on-call 24 hours per day.
- * Physician on-site eight hours per day, 40 hours per week, Monday through Friday.
- * On-site supervision in the OPHU by a registered nurse on a 24-hour basis.
- * Twenty-four hour nursing services.
- * Manual of nursing services.
- * Separate individual and complete record for each inmate.

I.3.9 Suicide Prevention Program (RFP Pg. 13)

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.

PHS will continue to work in partnership with the Alameda County Behavioral Health Care Services (BHCS) to provide prescreening and crisis intervention related to the Suicide Prevention Program.

Partnership Accomplishment: A Suicide Prevention Study was completed in 2004 and Bill Wilson, HSA, presented the results at the 2005 NCCHC Annual Conference.

Suicide prevention programs are a critical component of an effective correctional system. The PHS Suicide Prevention Program is based on accreditation standards and includes the following elements:

- | | |
|-------------------------|--------------------------------|
| * Training | * Communication |
| * Identification | * Intervention |
| * Assessment & Referral | * Notification |
| * Evaluation | * Reporting |
| * Housing | * Review |
| * Monitoring | * Critical incident debriefing |

A copy of this PHS Policy/Procedure that includes details on each of the above facets has been included in the Attachments. PHS will continue to work with BHCS to ensure our policies are consistent with theirs.

Additionally, PHS and BHCS have developed a comprehensive Suicide Prevention Training Program for Correctional Officers. The goal of the training program is to provide correctional officers with information about:

- Pre-disposing factors of suicidal behavior
- Identification of high-risk suicide periods
- Identification of situational risk factors and stressors
- Identification of signs and symptoms of suicidal behavior
- Measures of an effective Suicide Prevention Program
- Policies and procedures for responding to suicide attempts

A copy of PHS' **Suicide Prevention Fact Sheet for Correctional Officers** is also included in the Attachments.

1.3.10 Dental Services (RFP Pg. 13)

Contractor shall provide emergency, medically necessary and non-emergency dental services, including but not limited to extractions. Potential services shall be provided at least five (5) days per week for at least forty (40) hours at Santa Rita Jail. (Adjusted per Addendum No. 3)

PHS will continue to provide emergency, medically necessary and non-emergency dental service, including but not limited to extractions. As shown in our staffing plan, in **Section 1.5.4**, PHS will continue to provide the required dental services.

PHS will continue to provide forty (40) hours of dental services at Santa Rita Jail, as required. Dental care and treatment will continue to be provided under the direction of a Dentist licensed to practice in the State of California. Dr. Janice Barber has been, and will continue to be, the full-time designated dentist for Santa Rita Jail. Only appropriately trained dental professionals will provide dental treatments. A dental record will be maintained as part of the inmate's health record.

The Dental Program will include:

- Dental screening within 14 days of booking by a trained health professional.
- Treatment, including fillings and extractions, provided upon clinical indications.
- Prevention of dental disease and oral hygiene education.
- Referral to a dental specialist if needed.
- Provision for emergency care.
- Provision of all dental prosthetics and lab services.
- Provision of maxillofacial surgery services when indicated.

Oral Surgery will be provided at an ACSO approved off-site location as necessary.

I.3.11 Special Needs of Pregnant & Postpartum Women (RFP Pg. 13)

Provision shall be made to care for the special needs of pregnant and postpartum women...

PHS will continue to recognize the special needs of women and has an established program specific to their needs at the ACSO.

Partnership Accomplishment: The Opioid Treatment Program was accredited by NCCHC in 2005 and at that time was one of only three in the United States.

PHS' program is designed to address the needs of pregnant and postpartum women, and will continue to provide the following services:

- Screening and testing for pregnancy at the time of booking the inmate
- Continuation of the currently used Pregnant Female Protocols for use by custodial and health care staff
- Referral and coordination with a community based methadone treatment program experienced in the special needs of pregnant/postpartum clients
- Prenatal education and counseling
- 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.
- Make every effort to ensure deliveries occur at the local community hospital.
- Provide a licensed and NCCHC accredited Opioid Treatment Program for pregnant inmates.
- A Peri-natal Coordinator to manage all post partum care with existing community resources.
- Provide a designated on-site clinic for obstetrics at the Santa Rita Jail.

PHS' staffing plan includes the personnel required to meet the special needs outlined above of pregnant and postpartum women. As shown in Section L5.4, PHS will continue to provide the necessary staff to administer the Female Special Needs Program. The following PHS healthcare professionals will continue to work with this program:

- Lilyan Kay, Director of Women's Health (1.0 FTE)
- Julie Harnmeyer, Peri-natal Coordinator (.8 FTE)
- Mary Lou Ellis, RN, Peri-natal Educator (.2 FTE)
- Latasha Pierce, MD, OB/GYN Physician (.13 FTE)

Linda Powell, PHS Quality Assurance Coordinator, will also continue to address women's health issues in the PHS CQI Program, specifically cancer screening and pre- and post-natal care. The CQI program uses HEDIS indicators and Healthy People 2010 targets as benchmarks.

I.3.12 Family Planning Services (RFP Pg. 13)

Contractor shall be responsible for providing family planning services pursuant to Penal Code Sections 3409, 4023.5 and other applicable laws.

PHS will continue to be responsible for providing family planning services pursuant to Penal

Code Sections 3409, 4023.5 and other applicable laws. Julie Harmeyer, Peri-natal Coordinator will continue to work with each pregnant inmate relative to family planning services.

1.3.13 Female Inmates Rights Plan (RFP Pg. 14)

Contractor is required to meet the requirements of the Reproductive Privacy Act (Jan. 1, 2003), as well as all rights required under law.

PHS' Women's Health Program will continue to meet the requirements of the California Reproductive Privacy Act and provide for all the other applicable rights required under law.

1.3.14 Prosthesis/Glasses (RFP Pg. 14)

Contractor shall provide and make payment for medically required medical and dental prosthesis and eye glasses.

PHS will continue to provide and make payment for medically required medical and dental prosthesis and eyeglasses. Lawrence Orthopedic will continue to provide all orthotic and prosthetic evaluation and devices. Institutional Eye Care will continue to provide vision care for the ACSO.

1.3.15 Hospital Care (RFP Pg. 14)

Contractor shall be responsible for making arrangements and payments for all in-patient and out-patient treatment following booking...

Through our history of providing medical services PHS has worked to minimize the expenses associated with the escalation of healthcare costs. Since 1991, PHS has been able to keep costs controlled through its relationship with Alameda County Medical Center (ACMC). The renegotiations that have recently been completed were essential to continue our partnership with the hospital.

For the past 16 years, PHS has been able to control costs through the ACMC hospital agreement. The financial implication to the County is that the increase over the span of the hospital contract has been an average of 3.87%, which is well below the increases experienced through the state of California for that time period. Our ability to minimize increases has allowed us to control costs and expense to the County.

PHS, through a coordinated effort of its On-site Medical Director, Dr. Harold Orr, continues to institute programs within the hospitals to coordinate care and maintain continuity of services.

Many hospital networks have worked to recapture costs by increasing charges to compensate for additional workforce costs and new technology. In 2005 PHS was able to renegotiate the contract with Valley Care Health System to control the impact of their rate increases. An important element in this accomplishment was the periodic meetings held with the hospital. This engagement of discussions allowed all to flush out concerns and to educate the hospitals physicians on the capabilities of the jail.

PHS' program will continue to be structured to maximize care on-site as the infrastructure of the facilities allow. The On-site Medical Director, Harold Orr, MD, plays a critical role in

appropriately managing off-site utilization without compromising availability of necessary medical care to inmates. Dr. Orr will review all inmate cases in the hospital and all requests for off-site care through the utilization review process. PHS will be responsible for making arrangements and payments for all in-patient and out-patient treatment following booking.

PHS will continue to work with **ACMC at Highland Hospital** for the provision of acute medical services for inmates. Emergency room care for Santa Rita Jail inmates will continue to be provided by **Valley Care Medical Systems**. Emergency room care for Glenn E. Dyer Detention Facility inmates will continue to be provided by **ACMC Highland Hospital**. Acute mental health care for inmates is provided by **BHCS** through an outside services provider. PHS will continue to work in partnership with the outside mental health services provider to ensure continuity of care for **ACSO** inmates.

Partnership Accomplishment: Hospitalizations are reviewed on a daily basis to monitor utilization and appropriate inmate care, providing savings in transportation, security and hospital costs.

When outside hospitalization is required, PHS will coordinate with **ACSO** security staff in arranging transportation and correctional officer coverage. Through our **Utilization Management (UM) Program**, PHS will continue to be responsible for pre-approvals, case management and discharge planning. PHS has established a program for review and analysis of utilization of off-site referrals, including subspecialty and inpatient stays. PHS' UM Program includes non-urgent hospitalization, pre-certification, urgent hospital certification, concurrent review, prospective denial, discharge planning and prior authorization of targeted procedures (e.g., MRI and CAT scans). PHS' UM Program demonstrates that the use of outside service has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically indicated. PHS hires physicians with the knowledge and skill to diagnose and treat many medical conditions within the confines of the correctional setting. Appropriate utilization of diagnostic services and outpatient referrals is the responsibility of the primary care physician under the supervision of the Regional Medical Director. When services that have been shown to produce the same or better outcomes when managed on-site or are considered to be inappropriate, unnecessary or totally elective are requested, review by the RMD is required prior to authorization. This review process assures that all appropriate services are reviewed and approved by a physician to assure that our patients receive the quality efficient health care in a timely manner.

PHS uses *Interqual*, a nationally recognized clinical criteria set, to review and document medical necessity for radiological procedures and one-day surgeries. This is the criteria set that is used by mature, well-managed health care systems in the commercial market. Importantly, PHS does not provide its physicians with any form of bonus or financial incentive related to the level of services or medical treatment provided.

Our commitment is to provide "the right care, at the right place, at the right time." PHS demonstrates value for clients while ensuring "best clinical outcome standards" for offenders under our managed care model.

The complete PHS Utilization Management Program Summary has been included in the Attachments.

I.3.16 Pharmaceuticals (RFP Pg. 15)

I.3.16.1 Provision of Pharmacy Services (RFP Pg. 15)

Contractor shall have the ability to contract for or provide pharmacy services.

PHS, continuing to utilize **Maxor Correctional Pharmacy Services (Maxor CPS)** will be responsible for storing, controlling, documenting, dispensing, distributing, and administering all prescribed drugs. Through the PHS partnership with Maxor CPS, our clients are guaranteed to be in the forefront of innovative technology solutions for pharmacy services. Many of these innovations are now considered to be standard requirements in the correctional pharmacy industry. Maxor CPS is committed to continuing as the industry leader by introducing new technologies and services, improving quality and providing our clients with the most cost effective programs.

Corporate History

In May 2007, PHS sold its subsidiary, Secure Pharmacy Plus, to Maxor National Pharmacy Services Corporation of Amarillo, TX. PHS has entered into a long-term contract with Maxor CPS to be our strategic partner as we continue to provide joint medical and pharmacy management solutions to our clients. Maxor CPS has become the exclusive provider of pharmaceuticals, pharmaceutical supplies and medical supplies to PHS facilities nationwide.

Maxor originated in 1926 as a single downtown pharmacy located in Amarillo, Texas. Its name derived from those of its founders, Howard Guy Maxfield and Samuel Orr. Maxfield and Orr sold their company in 1934 to Roy Pool. In 1966 Jerry H. Hodge, R.Ph., purchased the pharmacy. Under Hodge's leadership, the company developed into an employee-driven, national pharmacy and healthcare service organization with approximately 300 employees. Maxor is the oldest continuous pharmacy operation in the 26-county Texas Panhandle, and one of the oldest in Texas. Maxor's corporate office is located in Amarillo, Texas with regional offices in New York, Maryland, Colorado, Washington, South Carolina, California, Tennessee and South Texas.

By the late 1960s, Maxor became the leading provider of long-term care pharmacy services in the Panhandle region of Texas and was among the first Texas pharmacies to provide unit dose dispensing. The evolution of managed care led Maxor into new and developing areas of outpatient pharmacy services, including managed care pharmacy operations, capitated pharmacy benefit management, ancillary benefit management and specialty injectables services.

The core business divisions that comprise Maxor's integrated pharmacy and healthcare services delivery system are:

- * Correctional Pharmacy Services (Maxor CPS)
- * Pharmacy Benefit Management Services
- * Retail and Mail Service Prescription Services
- * Specialty Injectable Medications

- Home Infusion Therapy Services
- Pharmacy Consulting Services
- Pharmacy Management Services

The Maxor CPS team is highly dedicated, professionally competent and experienced in managing complex pharmacy and healthcare operations, including those required by correctional systems.

Maxor understands the many challenges facing correctional health care organizations today. Maxor's team members have extensive experience with a variety of local, state and federal jurisdictions. Members of our team have had hands-on correctional experience and have held a variety of executive positions including:

- Chairman/Vice Chairman, Texas State Board of Criminal Justice
- Chairman/Vice Chairman, Texas State Board of Pharmacy
- Executive Director, Tennessee State Board of Pharmacy
- Interim Executive Director of Texas Department of Criminal Justice (TDCJ)
- Medical Director of Texas Department of Corrections, Health Services Division
- Executive Director – State of Texas Correctional Managed Health Care Committee
- Corporate Medical Director, (The GEO Group, a private corrections provider with 45,000 offenders)
- Director of Pharmacy Services, University of Texas Medical Branch Correctional Managed Health Care

Maxor CPS and Maxor team members have extensive knowledge and experience with nationally recognized correctional health care standards, including those of the National Commission on Correctional Healthcare (NCCHC) and the American Correctional Association (ACA). This experience extends not only to an understanding of the standards and the accreditation process from the viewpoint of an entity being audited, but also from team member experience as auditors for the accrediting bodies. A member of the Maxor team served on the 2003 NCCHC Prison/Jail Standards Revision Committee, and Maxor team members have developed nationally recognized Continuous Quality Improvement (CQI) programs in private and correctional settings.

Maxor CPS routinely confers with a Strategic Information System Steering Committee (SISSC) composed of healthcare professionals representing various clinical areas and positions of operational leadership. This committee has agreed to prioritize investments in technology that are directly linked to enhancing patient safety, increasing clinical quality, and operating efficiencies.

Pharmacy Services for Santa Rita Jail

Medications will continue to be ordered, stored and administered by an on-site full service pharmacy located within the Medical Clinic at Santa Rita Jail. Medications are administered on a unit dose basis. (See Section I.3.16.2 below.) (Please note medications are distributed on a fix fill basis at Glenn E. Dyer Detention Facility.)

Maxor CPS, in conjunction with PickPoint (SLRB), is currently developing an Electronic

Medication Administration Record (E-MAR) system, which will include barcode scanning of each inmate's ID and each medication at the right time. Because it instantly documents medication administration, the E-MAR will eliminate reconciling paper MARs, thus saving valuable nursing and administrative time.

The E-MAR will give the ACSO the capability to generate numerous reports and administrative monitoring tools, including tracking compliance and non-compliance, timeliness of administration, changed, discontinued, or new orders, patient refusals and hold medications.

Medical Supplies

Maxor CPS has its own Medical, Surgical and Dental supply division that has been customized for correctional health care. Through this division, Maxor CPS will provide the ACSO with the most comprehensive inventory of medical, pharmaceutical and dental supplies in the nation. Our supplier has been in the medical supply business for over 50 years and ships over three million products to thousands of satisfied customers each year. We understand what is required to keep a correctional facility's medical, surgical and commissary needs covered. Our supplier has over 90,000 items in stock in over five different distribution warehouses.

Additional benefits of our Medical, Surgical and Dental supply division include:

- Dedicated sales representatives to service the ACSO account
- Full line of brand name and equivalent private label items
- 1 to 2-day service
- With over 90,000 items we fill and ship with a 99.5% immediate fulfillment rate
- Open access to medical, pharmaceutical and dental products from one convenient source

The goal is to make the task of ordering supplies as automated, streamlined and worry-free as possible. To make this happen, our supply division offers:

- **A Dedicated Sales Team** – For those times when site personnel have a question, we have a specialist available to serve you from 7:30 am to 8 pm CT.
- **Fax Ordering** – Maxor CPS offers fax ordering and will provide a customized fax cover sheet with your highest volume items available for quick selection and quick access.
- **Web Ordering** – The most convenient way to shop is to utilize our secure server access via the internet. No need to fill out lengthy order forms; simply log in, select your products and your order is on its way. Our web order system "remembers" ACSO's ordering trends so you don't have to search the system for your most popular items. It even allows you to create a favorites folder for items that you don't want to order every time, but want to access immediately when necessary.

Maxor CPS understands the importance of cost containment and will take additional steps to ensure our supplier has the necessary items in stock to meet the needs of the ACSO.

Back-up Pharmacies

PHS, utilizing Maxor CPS, will continue to provide emergency prescription delivery through the 24/7 on-call services provided by the on-site pharmacy at the Santa Rita Jail. The PHS

medical personnel at the Glenn E. Dyer Detention Facility, in addition to the on-site pharmacy at Santa Rita Jail, will utilize the following local pharmacies for emergency prescriptions as needed:

Walgreens # 1625
5055 Telegraph Avenue
Oakland, CA 94609

Webster Street Pharmacy
1553 Webster Street
Alameda, CA 94501

1.3.16.2 On-Site Pharmacy (RFP Pg. 15)

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.

PHS, utilizing Maxor CPS, will continue to have a qualified, State of California licensed, on-site pharmacy that will continue to provide pharmacy services in the manner in which they are currently provided. PHS will be responsible for the ordering, payment, dispensing, administration and storage of all pharmaceuticals at the ACSO. Distribution of medication (daily med pass) will be performed by licensed medical personnel daily. To confirm past prescription history, PHS intake nurses will continue to conduct calls daily to pharmacies, clinics and hospitals in the community.



Medical personnel at Glenn E. Dyer Detention Facility will continue to have access to Maxor CPS' Pharmacy Information Network (PIN). As well as providing this facility with a superior tool to transmit inmate medication orders and view order status, this database provides the end user with the ability to review patient medication history, view patient profiles, access on-line reports, and more. Web users also have the benefit of seeing prescription details during the entry process. For example, product formulary indicator, refill-too-soon, expired prescriptions, allergies, and providing enhanced order management real-time to clients. This system will check for drug interactions each time a medication is ordered and identify potential problems. When potential problems are identified, the pharmacist will review and contact the on-site Medical Director or designee to discuss the potential problem and to assist in the development of an alternate treatment plan.

1.3.16.3 On-Site Pharmacist (RFP Pg. 15)

Contractor shall provide an on-site pharmacist who is duly licensed in the State of California and has correctional experience...

PHS will continue to provide an on-site pharmacist who is licensed in the State of California and has correctional experience. **Marty Chew, D.Ph.** will continue to be the Director of Pharmacy for the ACSO, with three additional pharmacists under him. These four pharmacists work collectively to ensure Monday through Friday 7:00 a.m. to 5:00 pm coverage, as well as after hours and on weekends on call 24/7 coverage. In addition to the four pharmacists, PHS

will continue to staff five (5) pharmacy technicians.

PHS is currently contracting with Prescript, a Certified SLEB vendor in Alameda County, for the packaging of medications. The completed and signed SLEB vendor form for Prescript has been included in Section N – Exhibit F.

1.3.16.4 Pharmacy & Therapeutics Committee (RFP Pg. 15)

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.

Marty Chew, D.Ph., the Maxor-CPS clinical pharmacist assigned to the ACSO, will continue to serve as a member of the Pharmacy and Therapeutics (P&T) Committee.

In addition to participation in the ACSO's P&T Committee, Maxor CPS brings added value to the operation by providing information from our own Corporate P&T committee that can be distributed on a monthly basis.

The Maxor CPS multidisciplinary team of clinicians conducts a monthly Corporate P&T Committee meeting to ensure corporate compliance and quality improvement within pharmaceutical utilization. The committee adheres to guidelines established by the American Society of Health System Pharmacists and the Academy of Managed Care Pharmacy. This diverse and comprehensive multidisciplinary infrastructure will continue to serve as a resource to the ACSO:

Committee Chair

Chief Medical Officer

Committee Members

President

Manager, Clinical Services

Corporate Mental Health Director

Clinical Pharmacist

Pharmacy Corporate Compliance Officer

Corporate Legal Counsel

Medication Safety Sub-Committee Members

Manager, Pharmacy Operations

Physician

Director Operations

Pharmacist

Pharmacist

Customer Service Supervisor

Drug Information Intern

Meeting Agendas

This team of clinicians reviews the following on a monthly basis:

- **New Brand and Generic Medication Approvals.** Review of new brand and generic medications are necessary to stay current with new compounds entering the marketplace. By doing so, practitioners are educated in advance of the rollout of new medications. For example, generic medications often have the potential to substantially reduce expenditures; therefore, rapid action would be essential. Formulary and treatment guideline decisions are made based on this information.
- **New Medication Indications.** As medications are approved for additional indications, it is important to recognize that changes in prescribing may occur. Changes in treatment guidelines may occur as a result of this new information.
- **Medication Warnings Issued by the Food and Drug Administration.** Alerts issued by the Food and Drug Administration are critical to ensuring the delivery of safe medication practices to our patients. Most recently, the FDA issued a warning regarding the use of the HIV medication Viracept in pregnant women and pediatric patients. Understanding this warning by the providers is critical to patient safety. Patient specific memos regarding the Viracept warning was provided to all facilities and providers.
- **Medication Shortages and Product Recalls.** In an effort to avoid medication delays due to medication unavailability, Maxor CPS routinely reviews medications that are in short supply. If a medication is or will become unavailable, a clinical recommendation is made for alternatives. Product recalls are also routinely discussed to ensure patient safety.
- **Medication Errors: Dispensing and Administration.** On a monthly basis, medication errors are reported on by the Medication Safety Sub-Committee. Trends are analyzed and an assessment is made about the root cause. Education of the error is presented to the health care team and systems are put in place to avoid recurrence of the error. National warnings of potential errors are also discussed, such as with similarly spelled medications that may be misinterpreted when orders are written. Precautions are proactively taken to prevent these errors from occurring. Patient safety is our number one concern, and we have concluded that electronic barriers are the most effective means of preventing errors. This mechanism of error prevention is employed when possible.
- **Treatment Guidelines in Development.** Reducing variability as a means of delivering quality health care is a practice endorsed by the Institute of Medicine (IOM). Treatment guidelines provide a structured sequence of events supported by clinical literature and are a means of providing care in a cost-effective, step-wise approach. Guidelines are routinely developed and modified as new agents become available.
- **Utilization Management.** In addition to the clinical information necessary to operations, utilization management efforts are also important to ensure fiscal balance. On a monthly basis, the following information is reviewed.
 - Trends of diseases in various states
 - Cost-saving initiative compliance

Maxor CPS will continue to follow the ACSO's dictafed protocol for the site P&T Committee meetings. Participation in the development of policies and procedures pertaining to pharmaceuticals and their utilization will be provided as needed. Minutes and action plans will be developed for these meetings as required.

1.3.16.5 Psychotropic Medication (RFP Pg. 15)

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.

PHS will continue, as required, to work in collaboration with the Alameda County Behavioral Health Care Services (BHCS) and/or their contracted services provider when ordering, dispensing, billing and reviewing documents of the psychotropic medicines for all inmates in the ACSO facilities. PHS will continue to work with the BHCS on any formulary issues.

1.3.16.6 HIV Medication (RFP Pg. 15)

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.

PHS will continue to be responsible for providing all eligible HIV medication established by the AIDS Drug Assistance Program to eligible inmates in accordance with California regulations.

1.3.16.7 Reduction in Solid Waste Generation (RFP Pg. 15)

Pharmacy 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.

PHS will utilize pill cups that can be composted or utilize a system whereby pill cups reused resulting in reduction in solid waste generation.

1.3.17 AIDS (RFP Pg. 15)

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...

PHS will continue to work together with the Alameda County AIDS Task Force in the provision of AIDS education in the Detention and Corrections Facilities. AIDS/HIV testing will continue to be provided as clinically indicated, within current community standards or upon inmates or ACSO staff's request, pursuant to Labor and Health and Safety Codes. All testing will be done in agreement with State law.

During PHS' tenure with the ACSO, the number of inmates tested for HIV and the number of HIV positive results continues to increase. The correctional setting is a high-risk population for HIV. The CDC estimates that 13% of the incarcerated population is HIV positive; however it is our belief that this is significantly higher in those incarcerated in Alameda County. From a medical perspective, the assessment, diagnosis and treatment of an HIV positive inmate is challenging. PHS is committed to continued quality care and services provided by our on-site physicians.

Proposed HIV Program:

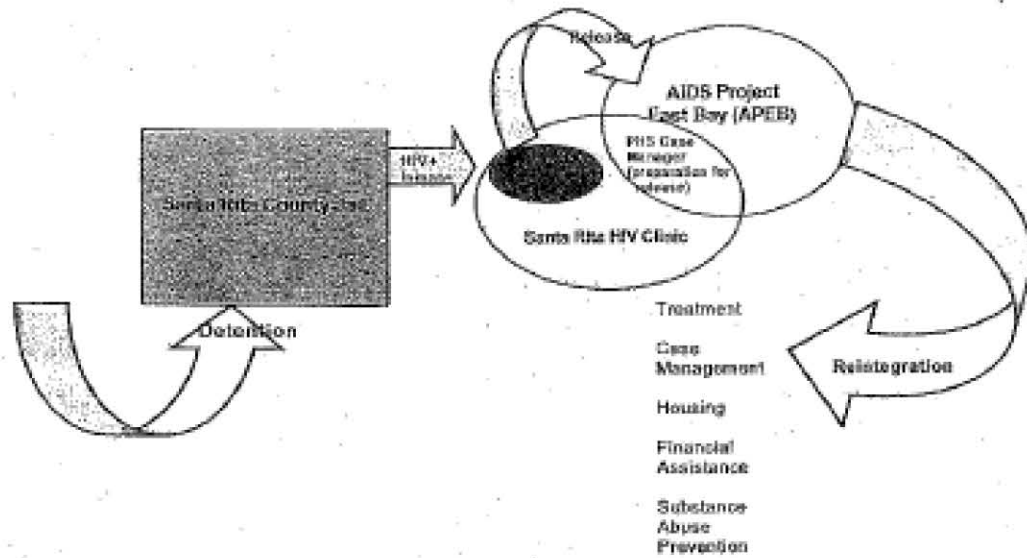
In 1998 the Alameda County Board of Supervisors declared that there was a state of emergency in the African American population caused by AIDS, becoming the first county in the nation to address the disproportionate impact on the African American community. Significant strides have been made to provide services to all those affected by HIV/AIDS since that time. A component of those in need that has failed to benefit from the general advancement in care is the incarcerated. To address this significant community health issue, PHS is proposing the establishment of an **HIV/AIDS Correctional/Community Interface Program (HCIP)**. The Program will be centered at Santa Rita Jail and will be under the administrative direction of **Harold Orr, MD, PHS Medical Director**.

The goal of the HCIP is to improve the overall health and quality of life for recently incarcerated individuals residing in Alameda County and to achieve a seamless transition to community HIV/AIDS resources upon release from custody.

Individuals with HIV/AIDS who are incarcerated in an ACSO facility will be identified early. A PHS HIV/AIDS Case Manager will work with each individual to reach the goal of a seamless transition to community HIV/AIDS resources upon release from custody.

PHS is pleased to have secured the services of physicians experienced in and dedicated to the treatment of HIV/AIDS. These physicians will work closely with the **AIDS Project of the East Bay, the oldest and largest service organization in Alameda County that provides services for people with HIV**. While much of the post incarceration care will be coordinated by AIDS Project of the East Bay, individuals will be connected to a myriad of HIV/AIDS resources throughout the county, including programs at **Fairmont and Herrick hospitals**. A disproportionate share of those with HIV/AIDS is represented by ethnic minorities, as well as those who are homeless. As an integral part of the HCIP, PHS will provide **housing for up to six individuals** through its collaboration with AIDS Project East Bay. Housing provided will be supportive housing in that substance abuse, educational and life skills counseling will also be provided. **Upon release from incarceration, PHS will make arrangements to ensure individuals are transported to the designated housing facility.**

It is hoped the HCIP will serve as a model for the integrated bridging of correctional HIV/AIDS care with community care, resulting in healthier individuals and a healthier community.



1.3.18 Ancillary Services (RFP Pg. 16)

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...

PHS' health care program will continue to provide for on-site diagnostic testing to support the level of care provided to inmates. PHS ensures that all applicable licensure requirements will be met. PHS will continue to be responsible for the cost of all on-site and off-site laboratories, x-ray and other diagnostic services as required and indicated. A written list of all providers will be given to the ACSO prior to start of contract.

Partnership: Contract between PHS and Medical Diagnostics was completed in 2005 allowing on-site ultrasound services at Santa Rita Jail and reducing the number of deputy transports.

As part of our effort to manage costs, PHS has developed a corrections focused lab formulary that ensures provision of necessary lab work at the most cost effective pricing. Unique to PHS, this lab formulary will better control lab costs while improving overall inmate care. We will conduct routine diagnostic tests within the ACSO facilities to the extent possible, given the availability of equipment. We will continue to use LabCorp for those procedures that cannot reasonably be performed on-site. When using outside laboratory services, our on-site health care staff will draw all specimens and prepare them for transport to the appropriate laboratory. All specimens will be collected in accordance with accepted laboratory standards. They will be properly labeled and stored prior to being sent out for processing.

A physician will review all laboratory results to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and laboratory results. The physician on-call will be notified immediately of all STAT reports. PHS has provided a modem printer for printing lab results of routine and STAT testing. All routine x-rays will be provided on-site through the on-site x-ray suite. X-rays will be read by a Board Certified or eligible radiologist and taken by a registered technician. Results will be reported to the institution within 24 hours. EKG examinations will also be provided on-site. While EKG can be performed at the Glenn E. Dyer Detention Facility, inmates will continue to be transferred to the Santa Rita Jail for radiological exams. PHS will be responsible for all related supplies and charges.



1.3.19 Training & Education (RFP Pg. 16)

Provide for on-going staff training programs as provided for by law or accreditation standards.

PHS will continue to ensure that its professional employees at the ACSO are not only credentialed, but have access to **Continuing Education Units (CEU)** to continually update their skills and knowledge and meet California-specific requirements. See **Section 1.1.5** for information on the PHS Continuing Education program.

Staff Training and Personnel Development

PHS will continue to employ a number of strategies designed to reach all employees in the development and implementation of comprehensive in-service training programs. This training includes enrollment in continuing education programs, video conferencing tools and mentoring programs. ACSO employees will continue to have the opportunity to be included in all appropriate educational offerings.

All health care personnel will receive a written plan for orientation and staff development/training appropriate to position and scope of practice. This plan outlines the frequency of continuing training for each staff position.

Orientation of New Personnel

All new personnel participate in the "New Hire" ACSO orientation program. In addition, every year, all PHS staff will attend eight (8) hours of continuing education specific to the correctional setting.

Every newly hired nurse spends an appropriate period of time with a designated resource nurse. The resource nurse is an experience trained correctional nurse who has the responsibility for training the new employee in all correctional medical operations.

PHS' Health Services Administrator will facilitate on-site staff training covering the roles and responsibilities for correctional health nursing from the time of entry, through transfer and release in addition to:

- Management of a safe and healthy environment

- Primary care services
- Special needs and services
- Health records

Health care professionals will also learn the importance of preserving and promoting the health of the incarcerated individual while working within the following parameters inherent in the correctional environment:

- Security is the primary goal of the facility.
- Inmates generally have had limited access to medical care while in the community often due to non-existent health insurance opportunities.

Medication Training

PHS will continue to provide written policy and procedure that requires nursing staff who administer medication to have appropriate training. Nursing staff will receive training from the resource nurse regarding matters of security, accountability for administering medications in a timely manner according to physician orders, and recording the administration of medications in a manner and on a form approved by the health authority.

In-Service Training

PHS' In-Service Training Program for nurses and clinicians allows for flexibility in scheduling. Procedures are as follows:

- At least ten (10) in-services will be offered plus any training required by licensing agencies.
- The facility will have an in-service education plan for the calendar year.
- All in-service education will be documented including topic outlines, dates and times offered, instructor and attendance rosters.
- Attendance/review will be documented on training forms.
- The Health Services Administrator will maintain a file on each health care staff personnel that demonstrates orientation, current training in CPR and completion of required annual training.

In-service education may include, but is not limited to these topics:

- Medication Administration
- Physical Assessment
- Mental Assessment
- Suicide Prevention and Intervention
- Disaster Plan
- Medical Emergencies
- IV Therapy including State certification of nurses, as applicable
- Recognition and Treatment of Chemical Dependency
- Infection Control
- Patient Education
- Policy and Procedure Review
- Other training as identified by the HSA or the Facility Administrator

- 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.

The Medical Director, Dr. Orr, or designee, will be responsible for any necessary training for the medical staff on pregnancy, as well as reviewing and providing training for any medical protocols relative to pregnant inmates.

1.3.20 Detoxification from Drugs & Alcohol (RFP Pg. 16)

- a. Contractor shall provide detoxification services at the facility in accordance with the ACA standards...

One of the many medical consequences from the repeated intake of alcohol and/or drugs is the development of physiological dependence, which frequently leads to signs and symptoms of withdrawal when intake is decreased or stopped. Many inmates are admitted under the influence of drugs or alcohol, or with significant histories of substance abuse, increasing the possibility that they will experience some degree of withdrawal. The receiving screening component of PHS' health care program focuses on the identification of inmates who may experience some degree of withdrawal symptoms. Following is a summary of the PHS **Intoxication and Withdrawal Program**.

Inmates are evaluated for the use of and/or dependence on alcohol or other drugs during the receiving screening process. Inmates are asked about his or her alcohol and drug use. Specific information is obtained regarding:

- ◆ Type of substance(s) used.
- ◆ Frequency and amount of usage.
- ◆ How long the inmate has been using.
- ◆ Time of last use.
- ◆ Side effects experienced when ceasing use in the past.

PHS' Intoxication and Withdrawal Program will be performed under medical supervision. PHS health care personnel will evaluate the inmate for signs and symptoms of withdrawal. Inmates who report alcohol and/or drug dependence or are identified as being at risk for withdrawal will receive a more in-depth evaluation. Information obtained from the evaluation will be used to classify inmates as being in mild, moderate or severe withdrawal. Nurses will record vital signs, state of consciousness, speech pattern, nausea, vomiting, anxiety, weakness, restlessness, sweating, shakiness, and muscle twitching on a flow chart. Physicians will be notified for detoxification orders. Inmates experiencing severe life-threatening detoxification (overdose) or withdrawal will be transferred under appropriate security to a licensed acute care facility for clearance or management.

If it is determined that the inmate can be properly managed at the facility, the inmate will be assessed and an individualized treatment plan established. The treatment plan will include monitoring guidelines and instructions for contacting the Medical Director or physician designee when monitoring results are outside established parameters. The treatment plan may also include prescribed pharmaceutical therapy, as indicated.

Methadone Maintenance

Inmates with alcohol and other drug problems may be enrolled in community methadone maintenance programs. The use of methadone requires additional licensing by local, state and/or federal authorities.

Females are assessed for pregnancy. Pregnant inmates who have a methadone or opiate history will be maintained on methadone for the duration of their pregnancy to prevent possible induction of premature labor and/or damage to the fetus due to withdrawal. They will be referred to an OB/GYN specialist and/or affiliated hospital. If they are discharged, they will be referred for follow-up.

Partnership Accomplishment: The Opioid Treatment Program was accredited by NCCCHC in 2005 and at that time was one of only three in the United States.

Inmates requesting methadone maintenance will be required to sign a "Consent for Treatment" form. The consent will state that they have been in a maintenance program and understand the risks and benefits.

- 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...

PHS' will continue to strive to make arrangements where pregnant women with histories of drug dependency are evaluated on-site immediately and referred within four hours for high-risk obstetrical evaluation. PHS will coordinate and pay for enrollment and assessment services of pregnant opiate addicted women for methadone maintenance programs. PHS' Peri-natal Educator, Mary Lou Ellis, RN, will assess pregnant opiate addicted women for this program.

1.3.21 Transportation (RFP Pg. 16)

Contractor shall be responsible for arranging and paying for necessary ambulance transportation...

PHS will continue to be responsible for arranging and paying for necessary ambulance transportation and will continue our contract with American Medical Response (AMR) for emergency transportation services. PHS understands and agrees that transportation by automobile, as well as the cost of Fire Department paramedic response, will continue to be the responsibility of the ACSO. PHS will continue to work with the ACSO to develop appropriate policies and procedures for emergency transportation.

In the event of such an emergency, the on-site medical staff will immediately respond at the scene to evaluate and stabilize the inmate. If clinically indicated the inmate will be transferred to a local emergency room for further treatment. PHS' on duty medical staff will contact the hospital to give report and verbally describe the symptoms they observed and provide other details regarding the inmate's condition and medical history. This will maintain a good working communication between the site and the local provider.

The inmate, once stabilized, will be transferred to Alameda County Medical Center, Valley Care Memorial Hospital or Eden Hospital for further treatment, if clinically indicated. PHS'

on-duty medical staff will work with the hospital medical personnel to determine if an ambulance or security van is required and coordinate appropriate transportation with the corrections administration and security staff. After treatment, the officer will request written instructions from the treating doctor or dentist and deliver the information to PHS healthcare personnel.

1.3.22 Quality Assurance/Oversight/Reporting (RFP Pgs. 17-18)

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...

PHS agrees to continue to "cooperate fully with the 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."

PHS' Continuous Quality Improvement (CQI) Program will continue to comply with the ACSO's expectations for ongoing monitoring and evaluation of health care provided to inmates both on-and off-site. PHS views the CQI Program as the mechanism for reviewing care system-wide through ongoing review of data that becomes the basis for benchmarking and initiation of process improvements and recommendations. PHS' On-site Medical Director and Regional Medical Director, Harold Orr, MD, will coordinate the quality improvement process to ensure a working model of excellence and the framework of our medical management model of service delivery and will work to ensure active PHS staff participation with CQI processes.

PHS works closely with **Calvin Benton, MD, the ACSO Medical Services Monitor**, to review quality of care on an on-going basis. Specifically, but not limited to, the review of all emergency trips, hospitalizations, and deaths.

Linda Powell, LVN, Quality Assurance Coordinator, conducts at least two (2) monthly quality-of-care reviews. She also coordinates all grievances, therefore, providing a bridge between inmate concerns and the service provision process.

Site Medical Operation Audits

In May, 2007, PHS performed a Site Medical Operation Audit at the ACSO. PHS is continually reviewing its operations to determine how it can minimize risks of undesired outcomes and improve performance for its clients. To assist in this process, PHS has established Site Medical Operations Audits.

This audit included reviews of pharmaceutical inventory, continuing education, credentialing, grievances, intake screenings, chronic care, infection control, sick call, continuous quality improvement, off-site utilization management, health records, and Medical Observation Unit care.

These site audits are another element of PHS' Quality Assurance Program and part of its continuing effort to self-police itself and identify and address potential problems before they affect the quality of care.

County of Alameda, CA • Comprehensive Inmate Medical Care • December 7, 2007

A sample Site Medical Operation Audit, as well as the comprehensive PHS CQI Program Summary have been included in the Attachments.

- a. County, at its own expense, shall contract with a neutral third party experienced in medical quality assurance reviews...

PHS works very closely with Health Care Evaluation Consultants and the AIMS panel on an on-going basis to review and improve care. PHS understands that the County, at its own expense, will contract with neutral third parties experienced in medical quality assurance reviews.

Partnership Accomplishment: No major quality issues identified by the AIMS Panel throughout the term of the most recent contract.

These third parties will conduct monthly audits of 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.

- b. Contractor shall provide timely written responses to County regarding all issues identified in the medical quality assurance reviews monthly summary...

PHS will continue to provide timely written responses to the ACSO regarding all issues identified in the quality assurance monthly summary. PHS will provide timely written responses regarding findings in any cases with which PHS disagrees.

- c. Results of each medical quality assurance review, as well as recommendations for corrective action, will be provided to the County and Contractor...

PHS understands that results of each quality assurance review, as well as recommendations for corrective action, will be provided to the ACSO and PHS. PHS will continue to take recommended corrective action or advise the ACSO in writing why such corrective action should not be taken. PHS will cooperate with all entities to ensure resolution to any and all outstanding issues.

- d. 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...

PHS will supply documentation for the accreditation process as required. PHS/ACSO has successfully received ACA re-accreditation and PHS is committed to the on-going implementation of policies and procedures in compliance with these rigorous standards. The most recent ACA survey completed in May 2007 resulted in a facility score of 98.7.

- e. 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...

The Medical Director, Health Services Administrator and other appropriate PHS personnel will regularly attend scheduled meetings of the Criminal Justice Oversight Committee, to

report on issues of concern to that committee. PHS has established a strong working relationship with this committee, and will continue to cooperate with designated committee representatives on an ongoing basis. Health Services Administrator, Bill Wilson, has given yearly presentations on a wide variety of topics to committee members. The committee consists of community agencies, such as the Public Defenders Office, MOMs Program, Probation Department, Inmate Services, East Oakland Recovery Center, Men of Valor, Options Recovery Center and others.

1.3.23 Medical Audit Committee (RFP Pgs. 18-19)

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...

PHS will continue to hold monthly Medical Audit Committee (MAC) meetings, or as the PHS/ACSO current staff refers to it, the Medical, Mental Health, and Corrections (MAC) Committee. The MAC is responsible for developing, recommending and implementing all policies and procedures necessary for the operation of the health care program at the ACSO. Although the MAC meetings are required at least quarterly by ACA and NCCCHC, PHS chooses to hold them monthly for communications and quality control purposes.

Key areas for discussion include, as applicable:

- Quality Improvement Committee report
- Hospital utilization report (when applicable)
- Health services report
- Offender correspondence/grievances
- Death review
- Infection control issues
- Departmental report (dental, security, mental health, etc.)

Meeting participants will continue to include the following personnel:

- Bill Wilson, Regional Manager/Health Services Administrator
- Harold Orr, MD, On-Site Medical Director and Regional Medical Director
- Linda Henson, Director of Nursing
- Dental Services Representative
- Pharmacy Services Representative
- ACSO Representative
- Criminal Justice Mental Health Representative
- Health Information Department Personnel

Any reports resulting from meetings, along with additional documentation, will be provided to the ACSO Project Officer, as required.

1.3.24 Range of Accredited Health Care Services (RFP Pgs. 19-20)

Range of Accredited Health Care Services (medical, nursing, dental, pharmacy, laboratory, radiology)...

As clearly stated throughout this proposal, PHS will continue to provide medical, nursing,

County of Alameda, CA • Comprehensive Inmate Medical Care • December 7, 2007

dental, pharmacy, laboratory, radiology and other services as specified in this RFP. Services will continue to be provided in compliance with Accreditation Standards, as well as all applicable California laws, regulations and codes.

1.3.25 Grievance Procedure (RFP Pg. 20)

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.

PHS will continue 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 the health care delivery system.

In 2006, there were 271,072 encounters between a health care provider and an inmate. There exists an opportunity for a grievance to be filed at each of these interactions. Of these encounters, the 525 filed grievances represent less than one fifth of one percent (0.19%). Of the grievances filed, approximately 4.3% (7) were affirmed. Therefore, of all patient encounters, the number of affirmed grievances represents less than three thousandth of one percent (0.0025%). This is reflective of the commitment medical staff personnel have to providing quality care.

Electronic Grievance Tracking System

To augment the ACSO grievance tracking process, PHS would like to investigate the implementation of its **Grievance Tracking System (GTS)**. Developed by PHS, the tracking system allows for the entry and tracking of inmate grievances. Grievance status and resolution are readily available to the user and the information is maintained indefinitely.

Reports are available that show a listing of all outstanding grievances, types of grievances, location of grievances by Housing Unit, and resolution of grievances – affirmed, resolved or denied.

Grievance Tracking System Training

Although users are typically the Health Services Administrator and/or an Administrative Assistant, training is designed for anyone handling grievances at the site. The training lasts for about 40-50 minutes and includes a complete system walk-through followed by user log-in and creation of a test patient. Once the trainee has demonstrated proficiency at entering and resolving grievances, training is complete.

b. Contractor will continue to follow the Emergency Grievance Procedure designed specifically for pregnant inmates.

PHS will continue to follow the Emergency Grievance Procedure designed specifically for pregnant inmates which specifically focuses upon the operations of the Women's Health Program. **Lilyan Kay, NP, Director of Women's Health**, will personally review each and every grievance submitted.

c. Contractor shall develop and follow policies and procedures for dealing with complaints. Patient complaints shall be part of the health services reporting requirements.

PHS' established complaint procedure for dealing with inmate complaints is based on Accreditation Standards and in accordance with ACSO policies. PHS uses our corporate CQI Program as the framework for developing a procedure for addressing inmate complaints. **Linda Powell, LVN, Quality Assurance Coordinator**, will continue to investigate inmate grievances. Ms. Powell has been with PHS at the ACSO since 1990 and in this role since 2005.

1.3.26 Access (RFP Pgs. 20-21)

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

PHS understands that security staff will continue to accompany health care staff in providing health care services in the cell block area in accordance with written policies or procedures.

1.3.27 Legal Services (RFP Pg. 21)

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.

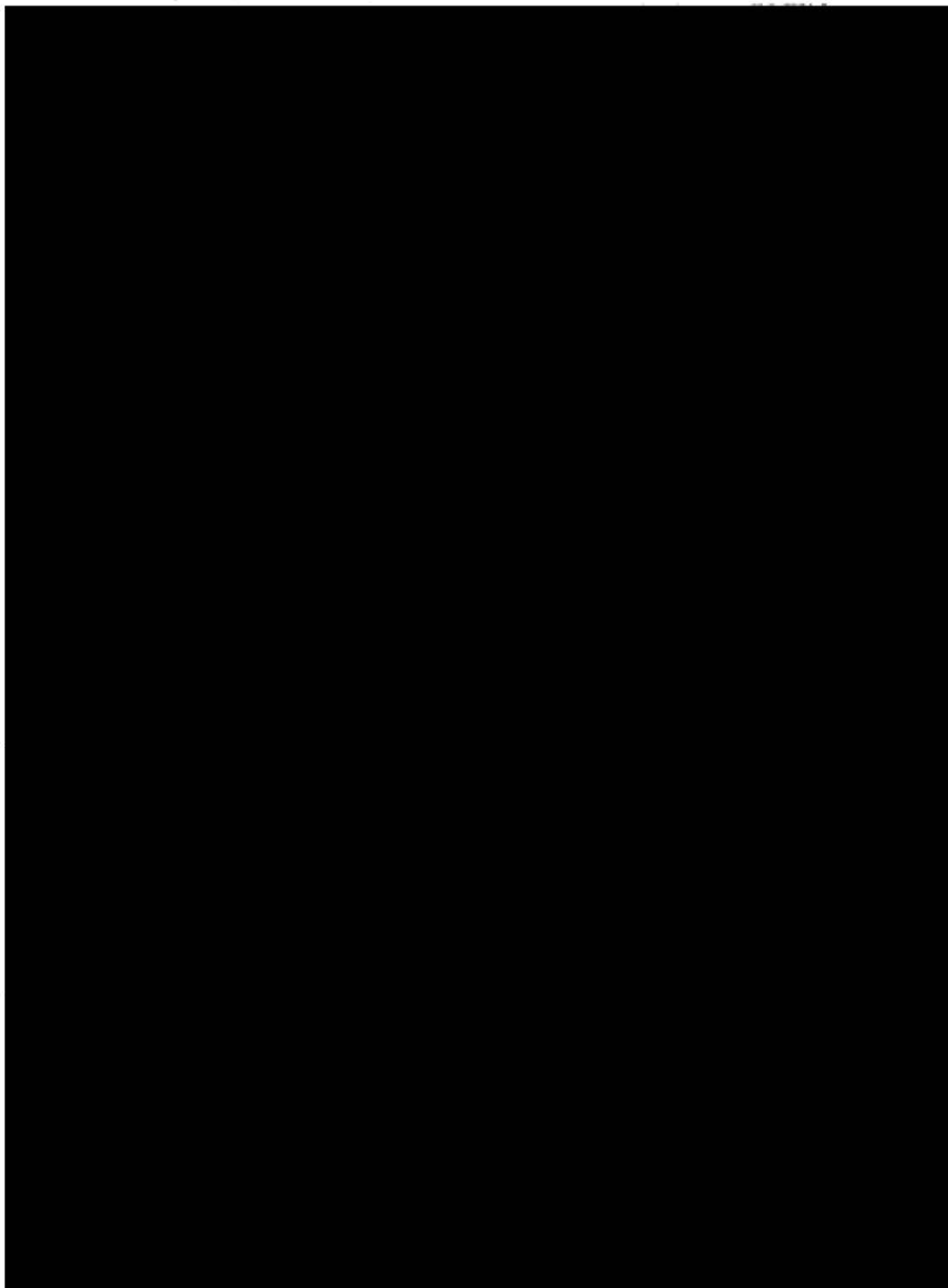
PHS will continue to "actively assist County legal counsel in defense or prosecution of any legal action against or on behalf of Alameda County, the County Jail Health Care Staff, ACSO staff or any other County employees or agents."

The provision of medical care in any setting around the country, much less in the correctional environment, presents an actively litigious environment; one has simply to consider the nationwide rise in professional liability claims and in calls for reform. No doctor, hospital or health care provider is risk-free when it comes to malpractice lawsuits.

PHS understands the complex issues inherent in the highly litigious environment of correctional health care management, their attendant costs (both direct and indirect) and the potential disruption to client facilities and their operations. PHS has developed a core competency in managing these risks by investing substantial resources to provide the necessary legal and claims management support required in this environment to aggressively and effectively manage this process. Our fully staffed in-house legal department consists of two full-time attorneys supported by paralegals, and support staff.

Professional Liability Claim Department





1.3.28 Patient/Inmate Transfers or Releases/Continuity of Care (RFP Pg. 21)

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.

PHS medical staff will follow Accreditation Standards regarding the transfer of health records:

- Confidentiality will be maintained
- A transfer summary will accompany the inmate to the receiving facility which will include health conditions, treatments, and allergies to maintain the provision of continuity of care.
- Determination of suitability for travel will be based on medical evaluation, including communicable disease clearance
- Written instructions will be provided to transporting officers separate from the medical record.

PHS will continue procedures for transfer of inmates with suspected or known active tuberculosis 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.

PHS' Communicable Disease Coordinator, Sharon Grober, LVN, will continue to report all reportable and communicable illnesses to the Public Health Department by telephone and by faxing a Confidential Morbidity Report form. PHS has established a strong working relationship with the Alameda County Public Health Department (PHD) and will continue to notify this agency, and other applicable public health agencies, of reportable illnesses and communicable diseases prior to an inmate's release, where possible. PHS developed guidelines, which included the reporting of any STD with seven days of diagnosis and the initiation of treatment within three days of diagnosis. **Following implementation of the guidelines, PHS and Santa Rita demonstrated 100% compliance in both categories and continue to excel in reporting consistency.** This is the direct result the collaboration and communication that exists between PHS and the Public Health Department.

c. ACSO is in the process of developing a compassionate care release program. Humanitarian, court approved releases are currently used whenever feasible.

Humanitarian, court approved releases are currently used whenever feasible. PHS will work collaboratively with the ACSO in administering a compassionate care release program.

1.3.29 Staff Contagious Disease Testing (RFP Pg. 21)

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

Sharon Gober, LVN, Communicable Disease Coordinator for PHS at the ACSO will continue to work with our comprehensive contagious disease testing program that has been developed cooperatively with the Alameda County Public Health Department and the Alameda County Sheriff's Office that provides TB and Hepatitis B testing for all staff.

I.3.30 Inmate Court Referral Protocols (RFP Pg. 21)

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

PHS will continue to respond promptly to any and all court referrals.

I.3.31 Medical Records Audit Consultant (RFP Pgs. 21-22)

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

PHS will continue to cooperate with the outside medical records review program as provided by the County.

I.3.32 Responsibility for Mental Health Services (RFP Pg. 22)

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.

After the initial receiving screening conducted by PHS - which includes a mental health screen to assess for suicide risk factor, major mental illness and developmental/learning disabilities, questions regarding inpatient hospitalizations and/or treatment for mental illness and pharmacy therapy - the ACSO will be responsible for any services related to mental health.

Partnership Accomplishment: PHS has worked collaboratively and effectively with the CJMH in their provision of mental health services.

PHS' employees responsible for mental health screening will have specialized training and/or degrees in this area. PHS will continue to make appropriate referrals to the County's Criminal Justice Mental Health (CJMH) staff, and when observations warrant such, cooperate in any ongoing treatment as prescribed by mental health practitioners. PHS nurses will continue to administer psychotropic medications ordered by CJMH psychiatrists.

Additionally, a detailed history and physical examination, which occurs within 14 days of admission, includes a mental health evaluation. Based on the findings of the receiving screening process, inmates will be referred to the CJMH for further evaluation as needed.

PHS will continue its quarterly meetings with the **Medical/Mental Health Coordination Committee (MMCC)** to assure the effective treatment of the inmates with mental illnesses.

PHS is committed to working collaboratively with CJMH in the provision of mental health services.

I.3.33 Transition (RFP Pgs. 22-23)

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.

With the retention of PHS as the healthcare provider for the ACSO facilities, PHS will guarantee adherence to the health care plan activities on a seven (7) day per week basis, **there will be no transition** - the highly disruptive, costly and distracting impact of changing healthcare vendors to the ACSO, ACSO security personnel and PHS employees - is completely avoided and instead the focus remains on continuity of care, accountability and new program implementation.

We have a committed PHS management team in the Western Regional Office in Alameda, CA and on-site at the Santa Rita Jail who will continue to provide leadership, continuity and responsiveness to the ACSO during this process.

Both the ACSO and PHS benefit from continuing our relationship by using the time and resources otherwise required to transition to a new vendor and applying them to the **implementation of new and enhanced services** we propose under the new contract (see specific plans below). Our focus will be on investigating the implementation of:

- **HIV/AIDS Correctional/Community Interface Program (HCIP)** - PHS is proposing the establishment of an HIV/AIDS Correctional/Community Interface Program (HCIP). The Program will be centered at Santa Rita Jail and will be under the administrative direction of Harold Orr, MD, PHS Medical Director. A PHS HIV/AIDS Case Manager will work with each individual to reach the goal of a seamless transition to community HIV/AIDS resources upon release from custody. PHS physicians will work closely with the AIDS Project of the East Bay for housing, as well as programs at Fairmont and Herrick hospitals. (See Section I.3.17)
- **CatalystSM** - PHS will work collaboratively with the ACSO to explore the implementation of CatalystSM. CatalystSM is the first electronic health record designed by correctional health professionals. It meets the functional requirements of an electronic health record as detailed 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. (See Section I.3.2.1)
- **Chronic Care Tracking System** - PHS will work collaboratively with the ACSO to explore the possibility of implementing the PHS Chronic Care Tracking System (CCTS) module of our CatalystSM system to systemically manage essential data on patients with specific chronic illnesses. Its purposes are to: identify those patients with chronic illnesses; provide prompts for the provider to give evidenced-based care; provide outreach to those with abnormal labs; measure processes; and measure outcomes. (See Section I.3.3.5)

The proposed implementation timeline for CatalystSM and CCTS has been included in **Section J Implementation Plan & Schedule** of this proposal.

PHS is committed to continuing provision of clinical and administrative leadership that has effectively managed the health care program for the Alameda County Sheriff's Office through the past 20-year partnership. PHS has allocated staff to meet the clinical, operational, contract and performance requirements for services at the Santa Rita Jail and Glenn E. Dyer Detention Facility.

Key on-going regional, corporate, and local support personnel for this contract can be found in **Section H - Qualifications & Experience**.

Key Contract Provisions

Although PHS is the current provider, we take contract implementation and compliance very seriously. Since PHS is always striving to improve contract compliance, as part of the new contract, PHS will develop **Key Contracts Provisions** to ensure that PHS is completing all of its contract requirements. PHS will continue to focus on fulfillment of our contractual obligations to the ACSO as a demonstration of the importance we place on our long-term relationship with Alameda County.

Upon contract award, Rodney Holliman, Group Vice President, Bill Wilson, Regional Manager, and Scott King, Chief Counsel, will develop a list of Key Contract Provisions from the final contract.

A 90-day audit will be conducted using the **Key Contract Provision Audit Checklist** to assure the provisions are being met. Mr. Holliman and Mr. Wilson will continue throughout the contract to enumerate the Key Contract Provisions and monitor their implementation.

Post-Implementation Review

PHS will also, in the same review, conduct a 90-day comprehensive Post-Implementation Audit process to assure the ACSO of our commitment to delivering and being accountable for all aspects of the contract.

PHS has recently established a post-implementation survey process to provide an internal evaluation and assessment of the program implementation approximately 90 days after the start date. The post-implementation survey is part of PHS' continuing efforts to improve our processes, ensure that PHS is completing all important activities and is compliant with the Key Contract Provisions.

It will be determined to what extent the **Contract Implementation Survey Tool Checklist** will be needed. Generally, only the notification activities on the implementation checklist are applicable for a re-award of existing business, as well as the completion of implementation of new services.

A survey team headed by a Business Development representative, and accompanied by a seasoned clinical operations representative, will visit the sites and review accomplishments, opportunities for improvement and compliance with the implementation checklist and key contract provisions. The PHS team's summarized survey results will be shared internally with PHS senior management and improvements made to our implementation process. In addition, an exit debriefing and summary results will be shared with the ACSO as part of our commitment to meeting your contract requirements and maintaining open communications.

A sample Post-Implementation Survey Checklist, as well as sample Key Contract Provisions and Audit has been included in the Section J. Implementation Plan & Schedule as an example of the areas that will be discussed and reviewed.

As required in the RFP, PHS will continue to be responsible for the following throughout the implementation of the contract:

► **Strategic/operational planning.**

Drawing upon almost 30 years of experience in correctional health care delivery, PHS will continue to offer the ACSO a broad range of both technical and personnel resources to assist in any strategic planning and medical and administrative consultation required. At all levels up to senior management, PHS would be pleased to assist the ACSO in any strategic and operational planning activities relating to development of the health care program at any time during the contract.

PHS' management team has served in a variety of strategic planning/consultative roles for jails and prisons across the country. Throughout our proposal, PHS demonstrates the technological, operational, financial and professional capabilities that will continue to provide a significant asset and value-add to the ACSO.

In fact, PHS believes that a core deliverable embedded in our services and, more importantly in our partnering approach to clients, is the ready availability of staff at whatever level is required to assist clients in working through strategic or other considerations of their healthcare program. We are delighted to respond when called upon to provide such resources and would welcome that opportunity with the ACSO as your system needs continue to evolve and grow.

PHS Specialty Panel of Physicians

One feature of PHS' consultation resources is the PHS Specialty Panel of Physicians. This panel was created to provide clinical guidelines, consultation and recommendations to the Regional Medical Directors (RMDs) for specialty care and referrals, as required. The Panel reports directly to our Chief Medical Officer and Senior Vice President of Clinical Affairs, Carl Keldie, MD, and its primary forum to discuss cases requiring a higher level of clinical intervention is the daily PHS Utilization Management Conference Call. PHS conducts this conference call each weekday to review clinical and administrative issues regarding hospitalized patients. It serves as an opportunity for the RMD to leverage the expertise of PHS internal specialty clinicians, such as those represented on the Specialty Panel.

The format of the UM Conference Call is similar to a grand rounds presentation. Conference call attendees include the Regional Medical Directors, who communicate regularly with site physicians on specialty cases. The daily conference call is a concurrent review function of the UM process. The call also functions as an informal peer review process and is used to address systems, issues and processes that impact the delivery of effective and efficient medically necessary in-patient and specialty care.

PHS will continue to bring an unparalleled depth of medical/clinical, professional, administrative and specialty personnel and corrections-based support system to the ACSO.

All of our company's extensive resources are available at any time to engage at whatever level the ACSO deems appropriate to assist you in best planning for and meeting the ever-evolving needs of the inmate healthcare program.

> **In-service training.**

PHS will continue to employ a number of strategies designed to reach all employees in the development and implementation of comprehensive in-service training programs. This training includes enrollment in continuing education programs, video conferencing tools and mentoring programs. ACSO employees will continue to have the opportunity to be included in all appropriate educational offerings.

Medication Training

PHS will continue to provide written policy and procedure that requires nursing staff who administer medication to have appropriate training. Nursing staff will receive training from the resource nurse regarding matters of security, accountability for administering medications in a timely manner according to physician orders, and recording the administration of medications in a manner and on a form approved by the health authority.

In-Service Training

PHS' In-Service Training Program for nurses and clinicians allows for flexibility in scheduling. Procedures are as follows:

- At least ten (10) in-services will be offered plus any training required by licensing agencies.
- The facility will have an in-service education plan for the calendar year.
- All in-service education will be documented including topic outlines, dates and times offered, instructor and attendance rosters.
- Attendance/review will be documented on training forms.
- The Health Services Administrator will maintain a file on each health care staff personnel that demonstrates orientation, current training in CPR and completion of required annual training.

> **Supervising and development of a disease/injury oriented medical record system.**

As mentioned previously, PHS will be exploring the possibility of integrating CatalystSM and Chronic Care Tracking System (CCTS). CatalystSM meets the functional requirements of an electronic health record as detailed 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. (See Section I.3.2.1) The CCTS systemically manages essential data on patients with specific chronic illnesses. Its purposes are to: identify those patients with chronic illnesses; provide prompts for the provider to give evidenced-based care; provide outreach to those with abnormal labs; measure processes; and measure outcomes. (See Section I.3.3.5)

> **Developing drug utilization data.**

PHS, utilizing Maxor CPS' pharmacy management program, will continue to facilitate system wide process improvement with regards to the ACSO pharmaceutical utilization by continuing to provide our vast Pharmacy and Therapeutic experience and data to the ACSO. Our utilization approach is proactive in recognizing prescription trends and alternatives when

clinically appropriate. Maxor CPS will continue to provide the clinical support, reports, analysis and other tools in order for the ACSO to make the best decisions for your system.

► **Establishing professional contracts with referral facilities.**

PHS' Network Development Department, led by Joanna Garcia, Vice President, will continue to negotiate and expand the provider network as requested and required by focusing on quality healthcare providers. These relationships will be solidified through cost effective contractual agreements to continue to fully serve the needs of the ACSO, including 24 hour service with hospitals, physicians, ambulance companies and others involved in providing care to the inmates.

PHS has an established positive working relationship with the following providers, which we will continue to utilize for the Alameda County Sheriff's Office contract:

Provider	Specialty	Address	Phone	Service Location
Alameda County Medical Center - Highland General Hospital	Hospital	1411 East 31 st Street Oakland, CA 94602	510-522-3700	Off-Site
Alta Bates Summit Medical Center (Ashby Campus)	Hospital	2450 Ashby Ave. Berkeley, CA 94705	510-204-4444	Off-Site
Alta Bates Summit Medical Center (Herrick Campus)	Hospital	2001 Dwight May Berkeley, CA 94705	510-204-4444	On-Site
Batcheller, John MD	Orthopedic	644 St. Mary St. Fleasanton, CA 94550	925-462-7124	On-Site
Clear View Medical X-ray	Mobile X-ray	1220 Rhus Street San Mateo, CA 94402	650-458-8304	On-Site
Ellis, Mary Lou MPH, BSN	Addiction Treatment & Perinatal Education	877 Rosemont Rd. Oakland, CA 94610	510-834-2665	On-Site
Family Planning Specialists Medical Group	Abortion	200 Webster Street, Suite 100 Oakland, CA 94607	510-268-3720	Off-Site
Daly City Dialysis (Davita)	Hemodialysis, Continuous Ambulatory Peritoneal Dialysis	1498 Southgate Ave., Ste. 101 Daly City, CA 94015	866-889-6019	On-Site
Haws, Adam Sandford DDS	Dental Services	2410 Anacapa Street Santa Barbara, CA 93105	805-729-3724	On-Site

County of Alameda, CA • Comprehensive Inmate Medical Care • December 7, 2007

Provider	Specialty	Address	Phone	Service Location
Institutional Eye Care	Optometry Services	P.O. Box 390 Lewisburg, PA 17837	570-523-3493	On-Site
Laurence Orthopedics	Prosthetics	3045 Telegraph Ave. Oakland, CA 94609	510-658-2062	On-Site
Liu, Chaplin MD	Nephrology	13847 E. 14 th Street Suite 209 San Leandro, CA 94576	510-895-9505	On-Site
Medical Insights Diagnostics Centers	Mobile Ultrasound Diagnostic Services	140 Willow Pass Road, Suite #110 Concord, CA 94520-7982	925-691-6432	On-Site
Oak Care Medical Group	OB/GYN	1411 E. 31 st St. Oakland, CA 94602	510-437-8580	On-Site
Pierce, Lasha MD	OB/GYN	2615 Kinsland Avenue Oakland, CA 94619		On-Site
San Francisco General Hospital Medical Group	Abortion	1001 Potrero Avenue Room 6D4 San Francisco, CA 94110	415-206-3639	Off-Site
Silvera, Rodney MS (AIA Physical Therapy)	Physical Therapy	6204 Detjen Ct. Pleasanton, CA 94588	510-792-3555	On-Site
Slabaugh, Peter MD, APMC Chief, Division of Orthopedics	Orthopedic	1411 East 31 st Street Oakland, CA 94602	510-437-4170	Off-Site
Valley Care Health System	Hospital	5575 W. Las Positas Blvd., Suite 300-C Pleasanton, CA 97588	928-847-3000	Off-Site
Eden Medical Center	Hospital	20103 Lake Chabot Rd. Castro Valley, CA 94546	510-537-1234	Off-Site
LabCorp	Clinical Laboratory Testing	400 30 th St., Suite 10 Oakland, CA 94609 or 2500 Central Ave. Alameda, CA 94501	510-834-3951 510-864-4201	Off-Site

> **Evaluating existing inventories.**

PHS will continue their comprehensive process whereby medical and pharmaceutical inventories are conducted every three (3) months. This includes counting and recording every inventory item. This method ensures that we have all necessary medical and pharmacy items available.

> **Personnel recruitment.**

PHS has demonstrated the ability to recruit and retain highly professional and competent staff during our tenure with the ACSO. PHS offers the ACSO a record of success in meeting expectations for maintaining a full complement of qualified health professionals, support and ancillary personnel. Although PHS is not immune for the nursing shortage, our programs have reduced its impact on our delivery of care. While we cannot eliminate some staffing turnover, we have been very successful at increasing staff retention and providing a very high level of staffing.

PHS acknowledges the complexity of recruiting and retaining quality staff in today's environment. The foundation for effective recruiting is to pay a competitive salary, offer sensible benefits and foster a professional work environment where each employee feels ownership. We also maintain a fully staffed human resources department charged with the recruitment, development and retention of an exemplary workforce nationwide.

Partnership Accomplishment: Due to PHS' recruitment/retention of nursing staff, PHS has never had to use temporary agency staffing at the ACSO.

PHS annually recruits, places and orients approximately 1,000 medical, mental health and support personnel. PHS conducts continuous recruitment/staffing initiatives through local, regional and national advertising. PHS' ACSO recruitment efforts will be based out of the Western Regional Office in Alameda, in addition to corporate-level support out of Brentwood, TN. (See Section I.5.17.1)

> **Ordering of supplies and equipment.**

PHS will continue to utilize Maxor CPS for medical supplies. Maxor CPS has its own Medical, Surgical and Dental supply division that has been customized for correctional health care. Through this division, Maxor CPS will continue to provide the ACSO with the most comprehensive inventory of medical, pharmaceutical and dental supplies in the nation. Our supplier has been in the medical supply business for over 50 years and ships over three million products to thousands of satisfied customers each year. We understand what is required to keep a correctional facility's medical, surgical and commissary needs covered. Our supplier has over 90,000 items in stock in over five different distribution warehouses. See Section I.3.16.1 for additional information.

As equipment is needed, PHS solicits multiple vendors to bid on the necessary items and reviews every bid for cost savings and warranties.

> **Developing both internal and external plans for emergency care.**

PHS is committed to continuing to provide immediate response to the correctional population in an emergency situation. This includes on-site response, transportation, and acute hospital services. PHS will provide emergency medical and dental care by a physician twenty-four (24) hours a day, seven (7) days per week. PHS will develop and implement written policies and procedures to address on-site emergency response and the emergency transfer of inmates/juveniles. PHS will continue to arrange for emergency medical transportation in cooperation with American Medical Response (AMR).

PHS will also continue to provide on-site emergency stabilization services to the ACSO employees, as well as visitors and contractors when necessary and as appropriate. These services will include, but not necessarily be limited to, first aid, assessment, stabilization and the coordination of transportation for those who become ill or injured while in the facility. PHS is not responsible for costs associated with transportation and subsequent care provided at an off-site location to non-inmates.

➤ **Establishing reporting procedures.**

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 program and anticipate future needs. PHS will utilize the data set and report formats approved by the ACSO. In addition to monthly reports that are submitted to the Sheriff, Bill Wilson, Health Services Administrator, will continue to submit annual summaries relating to progress, accomplishments for the ACSO inmate health services and the status of personnel-related activities. (See Section I.4.5) Sample reports are included in the **Attachments**.

1.4 – Deliverables/Reports (RFP Pgs. 23-24)

1.4.1 Medical Records – Secure & Confidential (RFP Pg. 23)

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.

PHS will continue to follow Accreditation Standards for the security and confidentiality of inmate's medical records:

- The active health record will be maintained separately from the confinement case record.
- Access to the health record will be in accordance with state and federal law.
- The circumstances will be specified when correctional staff should be advised of an inmate's health status. Only that information necessary to preserve the health and safety of an inmates, volunteers, visitors, or correctional staff is provided.
- Policy determines how information is provided to correctional and classification staff, volunteers, and visitors to address the medical needs of the inmate as it relates to housing, program placement, security and transport.

All health staff will be explicitly instructed during orientation on the confidentiality of inmate health records. Health care information about an inmate shall be disclosed only in compliance with and when requested by appropriate federal and state statutes and regulations.

1.4.2 Records Maintenance (RFP Pg. 23)

Records Maintenance: Individual inmate health records shall include but will not be limited to...

Lenore Gilbert, Director of Health Information Management/Assistant HSA, and her staff, will continue to oversee the day-to-day operations of records maintenance. An accurate and up-to-date medical record is essential to the operation of an effective health care program. A complete and accurate medical record improves continuity of care and the quality of the service delivered. PHS recognizes the importance of obtaining cooperation from health care

disciplines when establishing medical record systems and processes.

The medical records will contain all criteria set forth in accreditation standards for Health Records, including but not limited to:

- Problem list;
- Completed receiving screening form;
- Health appraisal data form and flow sheets;
- Record of immunizations
- All findings, diagnoses, treatments, dispositions;
- Prescribed medications and their administration;
- Laboratory, x-ray and diagnostic studies;
- Signature and title of each documenter;
- Consent and refusal forms;
- Release of information forms;
- Place, date, and time of health encounters;
- Discharge summaries of hospitalizations and off-site procedures;
- Health service reports, (e.g., dental, psychiatric and other consultations);
- Medical classification transfer sheet;
- An individualized treatment plan, when applicable; and
- Progress reports.



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 for the coming Contract term per year as determined by the independent neutral third party contractor and Contractor's quality assurance program (Adjusted per Addendum No. 1)

PHS' performance is reviewed on a quarterly basis by the Adult Inmate Medical Services Panel. In addition, the ACSO employs a physician monitor who reviews each emergency room visits and hospitalization for appropriateness in addition to regular review of care. These review mechanisms have reported no significant issues requiring PHS follow-up.

I.4.3 Procedures Manual (RFP Pg. 24)

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...

PHS will continue to maintain 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 ACSO as defined in Title 15, Section 1206.

As previously noted, PHS has developed 83 jail and 84 prison policies and procedures in accordance with standards set forth by the American Correctional Association (ACA) and National Commission on Correctional Health Care (NCHC). The Policies and Procedures provide guidance for the management and implementation of safe, effective and efficient health care services.

PHS also provides a separate Infection Control Manual on-site. The PHS Infection Control Manual has been included in the Attachments.

1.4.4 Monthly Statistical Reports (RFP Pg. 24)

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...

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 program and anticipate future needs. PHS will utilize the data set and report formats approved by the ACSO.

In addition, Bill Wilson, the PHS Health Services Administrator, currently prepares an annual report for the Sheriff summarizing the prior year health care activities and makes the Sheriff aware of upcoming goals and objectives for the detention facilities. The past two annual reports are included in the Attachments.

PHS will submit a quarterly synopsis of this data to the Sheriff of Alameda County. In addition to monthly reports, quarterly and annual summaries will continue to be submitted, relating to progress toward agreed upon objectives for County detentions and corrections health services and the status of personnel-related activities. PHS will also continue to complete a comprehensive annual statistical report in accordance with applicable standards. PHS will regularly forward these reports to the Jail Administrator as required. Sample statistical reports are included in the Attachments.

1.4.5 Monthly Reporting Mechanism (RFP Pg. 24)

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.

PHS will continue to make available accrued data regarding services provided. A sample of the kinds of reports PHS is capable of providing follows:

Monthly Statistics

Statistical data reflecting the previous month's workload may include, but not be limited to:

- Inmates' requests for various services.
- Inmates seen at sick call.
- Inmates seen by the physician.
- Inmates seen by the dentist.
- Medical Observation Unit admission, patient days, average length of stay.
- Off-site hospital admissions, emergency room visits and ambulance trips.
- Medical specialty consultation referrals.
- Intake screenings conducted.
- Fourteen-day history and physical assessments.
- Diagnostic studies.
- Total and percentage of inmate population dispensed medication.
- Inmates testing positive for venereal disease.

- * Inmates testing positive for AIDS and HIV antibodies.
- * Inmates testing positive for TB.
- * Inmates treated for AIDS and HIV antibodies.
- * Inmates treated for TB.
- * Inmate mortality.
- * Number of hours worked by medical staff.
- * Other data deemed appropriate by the Jail Administrator.

1.4.6 Utilization Reports (RFP Pg. 24)

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...

PHS will continue to provide monthly statistical reports, as well as quarterly and annual summaries, to the Project Officer using data set and report formats approved by the ACSO. Samples utilization reports have been included in the **Attachments**.

1.5 – Bidder's Proposal Submission Requirements (RFP Pgs. 24-28)

1.5.1 Transition Plan (RFP Pg. 24)

Bidder must provide County with a complete written transition plan as part of its proposal response to this RFP, including plans for staff orientation and dates when staff will be employed on a full-time basis.

With the retention of PHS as the healthcare provider for the ACSO facilities, PHS will guarantee adherence to the health care plan activities on a seven (7) day per week basis, **there will be no transition** - the highly disruptive, costly and distracting impact of changing healthcare vendors to the ACSO, ACSO security personnel and PHS employees - is completely avoided and instead the focus remains on continuity of care, accountability and new program implementation.

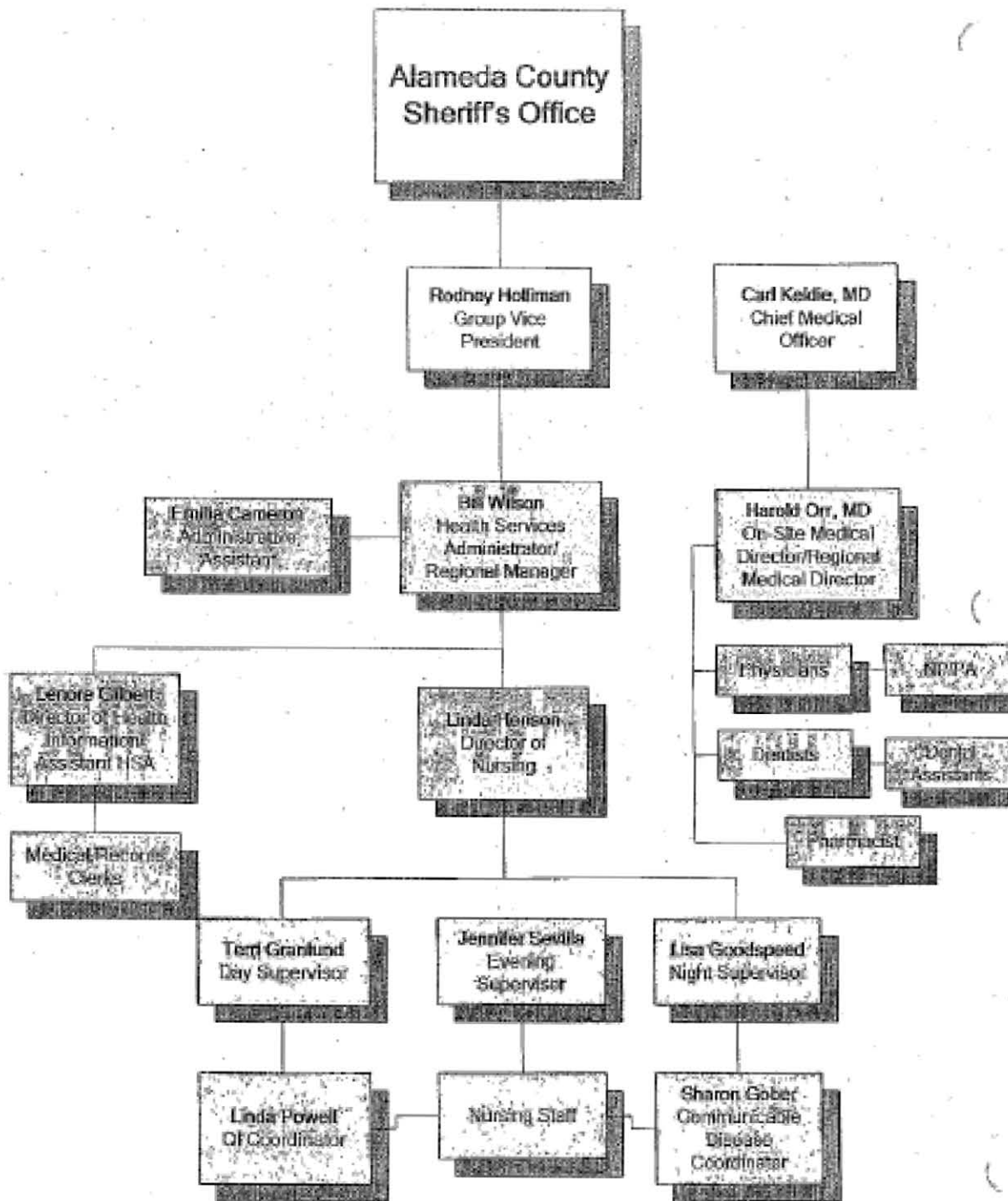
Please refer to the previous **Section 1.3.33** for additional information on transition, as well as **Section J - Implementation Plan and Schedule**.

1.5.2 Organizational Table (RFP Pg. 24)

Bidder must include a proposed table of organization and the procedures to be followed by the Contractor when recruiting and employing qualified personnel to fill proposed table of organizations.

PHS has demonstrated the ability to recruit and retain highly professional and competent staff during our tenure with the ACSO. PHS will continue to utilize our Recruitment and Retention Program detailed in **Section 1.5.17.1** to fill the proposed table of organization. The **PBS/ACSO Organizational Chart** is included on the following page:

County of Alameda, CA • Comprehensive Inmate Medical Care • December 7, 2007



1.5.3 Coverage (RFP Pg. 24)

Bidder's proposal must indicate the method used by the Contractor to cover all required health care activities on a seven (7) day per week basis.

The staffing, recruitment and background processes outlined in this proposal ensure that defined activities are carried out on a regular basis. PHS has a history of successfully providing required services for almost twenty (20) consecutive years at the ACSO.

1.5.4 Jail Medical Services Staffing Plan (RFP Pg. 24)

Bidder must submit a Jail Medical Services Staffing Plan. Data shall be on the basis of licensure as well as tasks.

PHS has designed a staffing plan to ensure necessary coverage at the Santa Rita Jail and Glenn E. Dyer Detention Facility, including the personnel necessary to comply with applicable accreditation standards of care and the RFP. PHS will continue to provide 24-hour, seven day per week (including holidays) clinical coverage at both facilities. During our tenure with the ACSO, PHS has continuously strived to maintain the most efficient allocation and mix of personnel, while meeting all applicable standards of care and service requirements. The most recent staffing improvements PHS has made to our staffing plan are as follows:

- During the recent contract period, PHS has added an evening Physician's Assistant to assist in providing care for those inmates departing to court during the day as well as to provide on-site practitioner availability during the evening shift.
- PHS has worked cooperatively with the ACSO on a daily basis to shift staffing to provide desired services for the ACSO. Events such as "Avoid the 21" and transfers to and from the Glenn E. Dyer Detention Facility require staffing adjustments on a daily basis. This is particularly challenging in a unionized environment, but PHS and the ACSO have a successful track record in responding to these challenges.

The proposed staffing plan is included on the following page:

<u>Santa Rita Jail – ADP 4,200</u>	<u>Proposed FTE's by Position</u>
Medical Director (On-site & Regional)	1.0
HSA/Regional Manager	1.0
Physician	4.1
Dentist	1.0
PA/NP	3.0
HSA Assistant/Health Information Management	1.0
Director of Nursing	1.0
RN Supervisor	2.6
Registered Nurse	27.8
Communicable Disease Coordinator	1.0
Quality Assurance Coordinator	1.0
Peri-natal Coordinator	0.8
Case Manager	1.0
Licensed Vocational Nurse	38.0
Health Information Supervisor	1.0
Health Information Clerk	13.8
Administrative Assistant	3.0
Dental Assistant	1.0
Medical Assistant	6.8
Laboratory Technician	1.0
Santa Rita Jail Subtotal	110.9
<u>Glenn E. Dyer Detention Facility- ADP 380</u>	<u>Proposed FTE's by Position</u>
Physician	1.00
RN Supervisor	1.00
Health Information Clerk	3.00
Registered Nurse	7.00
Licensed Vocational Nurse	4.20
Glenn E. Dyer Detention Facility Subtotal	16.20
<u>Total</u>	<u>127.1</u>

1.5.5 Implementation Plan (RFP Pg. 25)

Proposal must include an implementation plan which states the data elements recommended for analysis, a discussion of the personnel to be used and reports to be generated.

PHS will continue to track the data currently generated pertaining to the health services program, including utilization of services, staffing and other data elements. PHS will continue to follow accreditation standards and recommendations regarding the type of data collected to monitor trends in the delivery of health care. **Bill Wilson, Health Services Administrator**, will continue to maintain oversight of the reporting process and will be responsible for ensuring the required reports are submitted to the ACSO in a timely manner.

As stated above, PHS has designed a staffing plan to ensure necessary coverage at the Santa Rita Jail and Glenn E. Dyer Detention Facility, including the personnel necessary to comply with applicable accreditation standards of care. PHS will continue to provide 24 hour, seven day per week (including holidays) clinical coverage at both facilities. During our tenure with the ACSO, PHS has continuously strived to maintain the most efficient allocation and mix of personnel, while meeting all applicable standards of care and service requirements. The PHS ACSO Medical Services Staffing Plan has been included in **Section 1.5.4** above.

For a list of reports to be generated, please refer to **Section 1.4 Deliverables/Reports** and refer to **Section 1.5.15 Utilization Trends**.

For additional information on the Implementation Plan, please refer to **Section J - Implementation Plan and Schedule**.

1.5.6 ACA Accreditation Maintenance (RFP Pg. 25)

Proposal must state the Bidder's plan for maintaining accreditation and assistance in ACSO accreditation by the ACA.

As previously stated, PHS will continue to have medical care management programs which comply with the American Correctional Association (ACA) and community-based standards of care. PHS was involved in the original 1998 ACA accreditation of the ACSO facilities and has successfully maintained this accreditation since, with the most recent re-accreditation this year.

Please see the previous **Section 1.3.1** for details on PHS accreditation and a list of accredited correctional facilities in which PHS provides the medical care.

1.5.7 Automated/Electronic Medical Records Collection System (RFP Pg. 25)

Proposal must state if Bidder currently has an automated/electronic medical records collection system in place for input and maintenance of all medical records. Bidder must submit a detailed description of this system...

PHS has recently created and implemented **CatalystSM**, the first electronic health record designed by correctional health professionals. **CatalystSM** meets the functional requirements of an electronic health record as detailed by the Institute of Medicine and will provide the County and ACSO with a leading-edge automated correctional medical record model at **no additional cost**. (See **Section 1.3.2.1**)

PHS will evaluate the applicability of the various components of CatalystSM to ensure it will enhance current jail operations and is compatible with the ACSO systems and procedures. A complete evaluation will occur in collaboration with the ACSO to ensure its benefits.

While the scope of clinical care provided by PHS is complex, our objectives in designing CatalystSM were simple. It would 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 our patients;
- High service availability;
- Feasible to implement.

CatalystSM is web-based to allow easy access to the information from virtually any desktop or workstation and it is hosted from a secure, remote computing facility to be "always-on." 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.

CatalystSM has been designed for the unique requirements of correctional healthcare. This is reflected in the distinct data elements it gathers from all clinical encounters. Additionally, components of national guidelines from medical specialty associations and societies are embedded in the application and appear as "alerts" and "triggers" to enhance the patient safety environment.

The first generation of CatalystSM was introduced by PHS at Rikers Island in New York City. It currently has 900 users and has captured data from 120,000 intake examinations. PHS is in the project planning phase for implementation of the system for the Vermont Department of Corrections and at jail sites in Florida (Lee County, St. Lucie County), New Jersey (Hudson County), Massachusetts (Suffolk County) and Virginia (Arlington County).

1.5.8 Compliance with California Code of Regulations, Title 15, Article 11 (RFP Pg. 25)

Proposal must state the Bidder's plans for achieving and maintaining full compliance with California Code of Regulations, Title 15, Article 11, Medical Services, and all applicable State and Federal laws.

PHS will ensure that all Title 15 requirements are met. Compliance with these standards is determined on an annual basis by the Alameda County Public Health Department.

Partnership Accomplishment: In the past four years, the Alameda County Public Health Department survey reports were complimentary of medical services and noted no significant deficiencies.

In each and every year of the twenty (20) year PHS/ACSO relationship, the Public Health Department has concluded all Title 15 requirements have been met.

County of Alameda, CA • Comprehensive Inmate Medical Care • December 7, 2007

1.5.9 Medical Audit Committee (RFP Pg. 25)

Bidder must indicate/include the method to be used in instituting and maintaining a medical audit committee to be responsible for developing, recommending and implementing all future policies and procedures necessary for the operation of health care programs...

As previously noted, PHS will continue to hold monthly Medical Audit Committee (MAC) meetings. The MAC is responsible for developing, recommending and implementing all policies and procedures necessary for the operation of the health care program at the ACSO. Please refer to the previous Section 1.3.23 for additional information.

1.5.10 Reproductive Privacy Act (RFP Pg. 25)

Bidder's proposal must include Contractor's plan for meeting the requirements of the Reproductive Privacy Act (Jan. 1, 2003), as well as all rights required under law.

PHS has developed a specific Women's Health Program at Santa Rita Jail which is headed by a Nurse Practitioner who serves as the Director of Women's Health. The Director ensures compliance with all requirements of the Reproductive Privacy Act.

PHS is proud to have developed a model Women's Health Program at Santa Rita Jail. This program serves as a model to other correctional facilities.

1.5.11 Reporting of Communicable Diseases (RFP Pg. 25)

Proposal must detail how appropriate public health agencies will be notified of reportable illnesses and communicable diseases prior to release where possible. Proposals are to include Contractor's plan for assuring continuity of medication therapy upon inmates' release.

PHS, utilizing Sharon Geber, LVN, **Communicable Disease Coordinator**, will continue to report all reportable and communicable illnesses to the Public Health Department by telephone and by faxing a Confidential Morbidity Report form. PHS has established a strong working relationship with the Santa Rita Public Health Department (PHD) and will continue to notify this agency, and other applicable public health agencies, of reportable illnesses and communicable diseases prior to an inmate's release, where possible. PHS has developed guidelines, which included the reporting of any STD with seven days of diagnosis and the initiation of treatment within three days of diagnosis. Following implementation of the guidelines, PHS and Santa Rita demonstrated 100% compliance in both categories and continue to excel in reporting consistency. This is reflective of the degree of collaboration and communication that exists between PHS and the Public Health Department.

Maxor Release

Maxor CPS will continue to offer the ACSO an innovative approach to facilitating continuity-of-care with our **Maxor Release** Program, tailored for soon-to-be-released inmates on HIV, Hepatitis B, Hepatitis C and psychotropic medications. This unique program offers 30 days of select medication post-discharge. We work diligently with identified personnel at the institution to enroll the inmate and provide continuity-of-care through case management services prior to and during the inmate's first 30 days of discharge.

Maxor Release solidifies our commitment to improving the health status of your incarcerated population. For the inmate being released, the 30-day supply of select medications is an important component in achieving on-going medication compliance post-release.

County of Alameda, CA • Comprehensive Inmate Medical Care • December 7, 2007

Maxor Release will continue to be offered to the ACSO at no additional charge. Medications are supplied through partnerships with key pharmaceutical vendors. Through this partnership we are able to offer many of these medications free of charge. This program has consistently proven effective in achieving an individual's compliance with the medication regimen. We work closely with our pharmaceutical partners to ensure that medications offered comply with the most current "best practices."

1.5.12 Patient Complaints (RFP Pg. 25)

Proposal must detail the policies and procedures to be followed by the Contractor in dealing with complaints. Patient complaints shall be part of the health services reporting requirements.

As previously noted, PHS will continue 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 the health care delivery system.

Please see the previous **Section 1.3.25 Grievance Procedures** for information on our grievance and complaint process.

1.5.13 Medical Referrals (RFP Pg. 26)

Bidder's proposal must include procedures and protocols for addressing medical referrals from the courts (Section 4011 of the Penal Code).

PHS will continue to make referral arrangements with specialists for the treatment of those inmates with health care problems, which may extend beyond the primary care services provided on-site. Approval of referrals for outside consultations or inpatient care will be subject to PHS' utilization review process, which will be completed within seven business days of the ordering physician's request. All specialists will be Board Certified or eligible in their respective specialty. All outside referrals will be coordinated with ACSO for security arrangements.

As previously stated, when outside hospitalization is required, PHS will coordinate with ACSO security staff in arranging transportation and correctional officer coverage. Through our **Utilization Management (UM) Program**, PHS will continue to be responsible for pre-approvals, case management and discharge planning. PHS has established a program for review and analysis of utilization of off-site referrals, including subspecialty and inpatient stays.

PHS' UM Program includes non-urgent hospitalization, pre-certification, urgent hospital certification, concurrent review, prospective denial, discharge planning and prior authorization of targeted procedures (e.g., MRI and CAT scans). PHS' UM Program demonstrates that the use of outside service has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically indicated.

PHS hires physicians with the knowledge and skill to diagnose and treat many medical conditions within the confines of the correctional setting. Appropriate utilization of diagnostic services and outpatient referrals is the responsibility of the primary care physician under the supervision of the Regional Medical Director (RMD). When services that have been shown to produce the same or better outcomes when managed on-site or are considered

to be inappropriate, unnecessary or totally elective are requested, review by the RMD is required prior to authorization. This review process assures that all appropriate services are reviewed and approved by a physician to assure that our patients receive the quality efficient health care in a timely manner.

PHS uses *Interqual*, a nationally recognized clinical criteria set, to review and document medical necessity for radiological procedures and one-day surgeries. This is the criteria set that is used by mature, well-managed health care systems in the commercial market. Importantly, PHS does not provide its physicians with any form of bonus or financial incentive related to the level of services or medical treatment provided.

Our commitment is to provide "the right care, at the right place, at the right time." PHS demonstrates value for clients while ensuring "best clinical outcome standards" for offenders under our managed care model.

The PHS Utilization Management Program Summary has been included in the **Attachments**.

1.5.14 Contagious Disease Testing (RFP Pg. 26)

Bidder's proposal must include description of testing procedures for inmates, on a case-by-case basis, with various contagious diseases and other exposures.

PHS' **Communicable Disease Coordinator, Sharon Grober, LVN**, works closely with the Alameda County Public Health Department to ensure that there is a comprehensive approach to contagious testing and follow-up.

1.5.15 Utilization Trends (RFP Pg. 26)

Proposals must include methods that the Contractor intends to use in implementing a system for collection and analyzing trends in health care utilization. Plan shall provide all needed statistical data and information to plan, implement and evaluate health care trends.

As previously stated, PHS will continue to track the data currently generated pertaining to the health services program, including utilization of services, staffing and other data elements. PHS will continue to follow accreditation standards and recommendations regarding the type of data collected to monitor trends in the delivery of health care. Bill Wilson, Health Services Administrator, will continue to maintain oversight of the reporting process and will be responsible for ensuring the required reports are submitted to the ACSO in a timely manner. **The PHS Information Technology Department** has a history of implementing and maintaining state of the art hardware and software solutions needed to support PHS business requirements. Whether information systems are internally developed or licensed from a third party, delivering these systems to user communities can be quite complex. PHS currently uses the resources of the "Brentwood Data Center" to host and deliver internally developed and third party applications over a sophisticated wide area network to over 180 PHS operating sites and regional offices, including those in Alameda County.

As clinical program support, PHS has developed advanced data analysis capabilities to assist in the understanding of the clinical conditions which are giving rise to off site medical expense. This sophisticated data warehouse includes tables downloaded from the Agency for

County of Alameda, CA • Comprehensive Inmate Medical Care • December 7, 2007

Healthcare Research and Quality (AHRQ) and allows drill down capability to trend and understand the disease conditions responsible for outside costs. By utilizing tables obtained from the Agency for Healthcare Research and Quality, PHS has gained insight into the clinical classifications responsible for costs resulting from either admission or emergency care provided outside of the correctional environment.

At a minimum, PHS will track all costs related to inpatient hospitalization by hospital, diagnosis, admitting, admission date, discharge date, and DRG comparison; all costs related to outpatient referrals by inmate/patient, facility, diagnosis, treatment received, referring physician, and referral physician; and all costs to primary health care services by laboratory, radiology, and other ancillary services, sick call, specialty/chronic care, dental, Medical Observation Unit, medications, and medical supplies. PHS monitors utilization per site or contract. Utilization is monitored with events per thousand reports and compares them to our own historical benchmarks that are unique for either jails or prisons. Sample utilization reports are included in the **Attachments**.

Cube Land/Data Mining

Recognizing that the greatest area of cost volatility and expense (other than staffing) lies in the need to effectively understand and manage off-site utilization, in addition to a rigorous Utilization Management program, PHS has used our extensive internal database to develop a **proprietary claims-based cost analysis program**. Under the name of "*Cube Land*", the system is able to take an incredibly rich database resulting from the claims payment process and conduct a "data mining" analysis from a virtually unlimited set of views of the data from which important insights about which factors (e.g. diagnoses/patients/providers/sites/etc.) are contributing to increases and trends in healthcare cost. *Cube Land* can also be used as a predictive modeling tool and serve as a resource that enables PHS's management team to identify the health care conditions that account for a rise in off-site utilization spending and implement strategies with the ACSO to most effectively manage these costs. In conjunction with CatalystSM and PHS's Chronic Care Tracking System, these applications are tools which improve the quality of care while also most efficiently managing off-site and other costs. A complete summary of *Cube Land* has been included in the **Attachments**.

For example, at the ACSO in 2005, PHS spent \$514,613 on diseases of the digestive system. Based upon this data accumulated from the claims system, we negotiated a new contract for on-site diagnostic colonoscopies and on-site ultrasounds. Improved access to these services has resulted in earlier detection of diseases of the digestive system and lower medical costs. The total cost for 2006 and 2007 were considerably lower; \$120,570 and \$167,990.

Tracking of Events in Utilization Management System

Services are entered into the UM system upon approval. The approval process results in the generation of an authorization number. The authorization number remains in effect until the service is performed and reported or the authorization time has expired. The authorization time is a pre-defined system parameter. PHS and the client establish authorization time parameters prior to program implementation. Authorization numbers are cancelled when a pre-approved service is not performed within the established parameters or when notification is given by the facility.

The daily reporting of events (services performed) is a key element in the utilization and financial forecasting process. The daily tracking of events is essential in evaluating the use of resources and projecting the need for future resources. Events are either reported on a paper log or electronically on the next business day following the day of service.

As events are completed and reported they are entered into the UM system and matched to the appropriate authorization number. Reported events that were not pre-authorized are classified as delinquent. The reconciliation process is used to track the number of events completed, identify the completion of events that were not pre-approved, identify logs with incomplete data, and to identify sites that have not reported. Additionally, events become the basis of claims payment rather than authorizations. Only when the service date on a claim matches the date of a reported event will the claim be processed. All unmatched claims will be researched with the referring facility to determine final resolution.

Reporting Capabilities

PHS has developed an extensive list of standard reports for both Utilization Management and Claims Processing. Reports have been written using Seagate Crystal Reports Version 8 ©. Crystal Version 8 is the most current version of the software and is fully Web enabled. PHS has additionally developed a reporting front end that is menu driven and contains over 30 different selection criteria. Selection criteria are edited upon input to insure that reports are not run against invalid data that would ultimately generate incorrect output. The selection criteria allow the user to generate a wide variety of reports based on various selection criteria while actually running the same standard report. In addition, many reports have been designed so that the user can automatically direct the report output to e-mail. The recipient of the e-mail is determined by the site table eliminating the need for manually attaching reports to e-mail messages.

The reporting function has been integrated with the security sub-system so individual users may generate reports for only a pre-determined set of sites. PHS will make the reporting function available to ACSO and/or will produce and distribute reports on a routine schedule.

PHS will continue to track the data currently generated pertaining to the health services program, including utilization of services, staffing and other data elements. PHS will continue to follow NCCHC guidelines and recommendations regarding the type of data collected to monitor trends in the delivery of health care. The Health Services Administrator will maintain oversight of the reporting process and will be responsible for ensuring the required reports are submitted to ACSO in a timely manner.

Sample Utilization Reports are included in the Attachments.

L.5.16 Administrative & Management Services Plan (RFP Pg. 26)

Proposal shall include a comprehensive Administrative and Management Services Plan as follows:
a. Accreditation; b. Personnel Services; c. Most current published Dunn & Bradstreet Report;
d. References from former & current clients; and, e. Other

Accreditation information can be found in Section L.3.1 and Licensing/Credentialing can be found in Section L.1.3. Personnel Services are detailed in Section L.5.17 below. The most current published Dunn & Bradstreet Report has been included in the Section G. Financial Statements. References are included as Exhibit D-1 and D-2 in Section K. References.

1.5.17 Personnel Services (RFP Pg. 26)

Bidder's proposal must detail the following personnel services:

1.5.17.1 Recruitment (RFP Pg. 26)

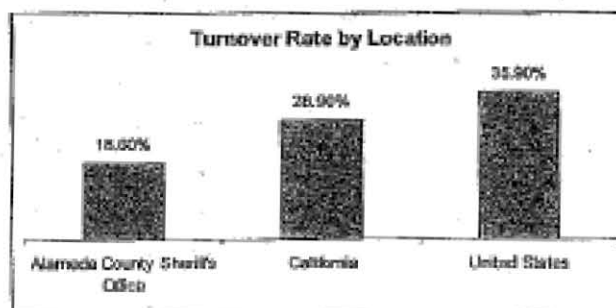
Although health care recruitment and retention is cyclical and there continues to be periodic shortages of medical personnel, PHS has demonstrated the ability to recruit and retain qualified staff. Due to aggressive recruitment efforts, primarily involving on-line internet advertising, staffing at Santa Rita Jail and the Glenn E. Dyer Detention Facility is as solid as it has been in recent years. 80% of all hours are provided by permanent staff with the remainder provided by per diem staff. This is felt to be an optimal ratio of permanent and per diem staff based upon 20 years of staffing experience at Santa Rita Jail and the Glenn E. Dyer Detention Facility.

PHS is proud of the fact that in our 20 years at the ACSO, there has never been a need to employ "traveling" or "registry" nursing staff.

While registry nursing staff is used in many correctional settings, it results in nurses working at the facility who may not be familiar with correctional care. More importantly these registry nurses have little if any knowledge of the specific facility in which they are working.

PHS acknowledges the challenge of recruiting and retaining quality staff in today's environment. As well as maintaining a fully staffed human resources department charged with the recruitment, development and retention of an exemplary workforce nationwide, the PHS Human Resources Department collects, compiles and analyzes statistics annually on job turnover for each contract company-wide. These statistics are shared with the PHS regional leadership to address job turnover issues. As seen in the graph below, due to the strength of the PHS Medical Management Team, the ACSO turnover rate for 2006 was substantially lower than the rest of the PHS facilities in the United States, as well as California.

The average tenure of a PHS nurse with the ACSO is in excess of six (6) years. The current PHS Management Team has an average tenure of more than eight (8) years at Santa Rita Jail.



PHS Recruitment/Retention Program

Although PHS is not immune to a nursing shortage, our programs are designed to reduce any impact on our delivery of care.

Partnership Accomplishment: PHS has been successful in recruiting and retaining nurses in a difficult recruiting environment.

PHS acknowledges the complexity of recruiting and retaining quality staff in today's environment. The foundation for effective recruiting is to pay a competitive salary, offer sensible benefits and foster a professional work environment where each employee feels ownership. We also maintain a fully staffed human resources department charged with the recruitment, development and retention of an exemplary workforce nationwide.

PHS annually recruits, places and orients approximately 1,000 medical, mental health and support personnel. PHS conducts continuous recruitment/staffing initiatives through local, regional and national advertising. PHS' ACSO recruitment efforts will be based out of the Western Regional Office in Alameda, in addition to corporate-level support out of Brentwood, TN.

Examples of recruitment and retention strategies include:

- Recruitment bonuses
- Retention bonuses
- Tuition reimbursement
- Clinical rotations through nursing schools
- Internship programs
- Management training
- Continuing education
- Mentoring programs
- Flexible spending programs
- Years of Service Award Pins
- The Kudos Awards Program

The **Kudos Awards Program** recognizes employees on a regular basis for positive contributions to jail operations and quality care.

In addition, PHS maintains a comprehensive orientation and training program designed to thoroughly prepare its staff for the unique challenges of correctional health care, as well as continue their professional growth. Among the topics addressed are:

- The legal/constitutional right to care in correctional institutions.
- Differentiation of correctional and community health care practice.
- Definition of the population to be served; description of the inmate social system.
- Identification of strategies used by offenders to manipulate health care staff.

Various methods for recruiting qualified staff in the Bay area include:

- **Direct Mail** - Target marketing through direct mail recruitment (i.e., letters, postcards, flyers).
- **Local Publications** - Advertising in local papers such as the *San Jose Mercury News*, the *Sacramento Bee*, the *Modesto Bee*, the *Tracy Record* and the *Fremont Argus*.
- **Conferences** - Participating in local, state and national professional conferences (NCCHC, ACA, AJA, etc.).
- **Nursing Publications** - Advertising in nursing journals, including print and internet advertising.
- **Professional Publications** - National advertising in business or professional publications (i.e., various physician specialty journals, American Psychological Association, etc.).
- **Resume Files** - Maintaining and referring to active resume files obtained from a variety of sources (i.e., advertising, job fairs, company Website, etc.).
- **Resume Database** - Developing and maintaining a database to capture qualified candidates for immediate and future opportunities.



Barra Riba Nurses at a Career Nurse Recruitment Fair

PHS recognizes the growing need for qualified and trained bilingual medical staff in the correctional healthcare field. To meet this need, PHS is expanding its medical recruiting program to include advertising in media that specifically addresses the bilingual market. This includes advertising employment opportunities on the *National Association of Hispanic Nurses* website and the *National Society of Hispanic Professionals* website. PHS will also advertise nursing positions on *MinorityNurse.com* and its related publications. Additional recruitment opportunities are available through the job and career fairs sponsored by these organizations.

1.5.17.2 Equal Employment Opportunities (RFP Pg. 26)

PHS will continue to provide equal employment opportunities to all qualified employees and applicants for employment without regard to race, color, religion, sex, age, or national origin and extends to the disabled, disabled veterans, and veterans of the Vietnam era. Equal employment relates to all phases of employment, including but not limited to recruiting, placement, upgrading, demotion, transfer, termination, rates of pay or other forms of compensation, selection for training, educational assistance and use of all facilities and participation in company-sponsored employee activities. Anyone who uses language or displays conduct (including any form of harassment) which reflects negatively on any race, color, religion, age, national origin, the disabled or veterans, including veterans of the Vietnam era may be subject to disciplinary actions up to and including discharge.

1.5.17.3 Licensure/Certification Requirements for Staff (RFP Pg. 26)

As previously stated, the PHS Credentialing Program will continue to ensure that health care practitioners providing on-site service at the ACSO facilities have the credentials required to practice within their field in the State of California. All health care practitioners (employees and independent contractors) who provide on-site services at the ACSO facilities will be required to complete the credentialing process.

See Section 1.1.3 for additional information.

1.5.17.4 Staff Schedule by Positions (RFP Pg. 26)

Please refer to the previous Section 1.5.4 for the PHS Staffing Plans.

1.6 Debarment/Suspension Policy (RFP Pgs. 26-27)

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each bidder will be screened at the time of RFP response to ensure bidder, its principle and their named subcontractors are not debarred...

Exhibit N is completed and has been included in Section N: Other Required Submittals/ Exhibits.

1.7 – General Environmental Requirements (RFP Pgs. 27-28)

The requirements outlined in this section apply to all product categories contained in this bid.

1.7.1 Measure D Requirements (RFP Pg. 27)

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...

PHS will continue, as required, to meet annually, at the request of the GSA Recycling Coordinator and the ACSO Project Team liaison to review updates to the recycling programs and to evaluate PHS' participation.

1.7.2 Regulatory Compliance (RFP Pg. 27)

Manufacturers and service providers will be in compliance with all local, state, and federal environmental and worker health and safety regulations that apply to their operation.

PHS will continue to be in compliance with all local, state and federal environmental and worker health and safety regulations, as required, that apply to our operation.

1.7.3 Source Reduction & Packaging (RFP Pg. 27)

The County has a strong commitment to source reduction, minimizing waste generation, and reducing the County's expenditure on waste disposal and recycling. Bidders shall provide bulk packaging, reusable, or minimal packaging in providing products to the County...

PHS will continue 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 is committed to a Source Reduction and Packaging Program that shall contain no inks,

County of Alameda, CA • Comprehensive Inmate Medical Care • December 7, 2007

dyes, pigments, stabilizers or any other additives to which any lead, cadmium, mercury and hexavalent chromium has been added.

1.7.4 Persistent Bioaccumulative Toxins (RFP Pg. 28)

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...

PHS will continue to provide products and services that allow the County to comply with the PBT Resolution. **Exhibit K Environmental Certification** has been included in **Section N - Other Required Submittals/ Exhibits**.

J. Implementation Plan & Schedules

J. Implementation Plan & Schedule (Exhibit M)

The bid response shall include an implementation plan and schedule for the proposed services. In addition, the plan shall include a detailed schedule indicating how Bidder will ensure adherence to the health care activities on a seven (7) day per week basis as set forth herein. Refer to Section II STATEMENT OF WORK, G. Bidders' Proposal Submission Requirements

With the retention of PHS as the healthcare provider for the ACSO facilities, PHS will guarantee adherence to the health care plan activities on a seven (7) day per week basis, **there will be no transition** - the highly disruptive, costly and distracting impact of changing healthcare vendors to the ACSO, ACSO security personnel and PHS employees - is completely avoided and instead the focus remains on continuity of care, accountability and new program implementation.

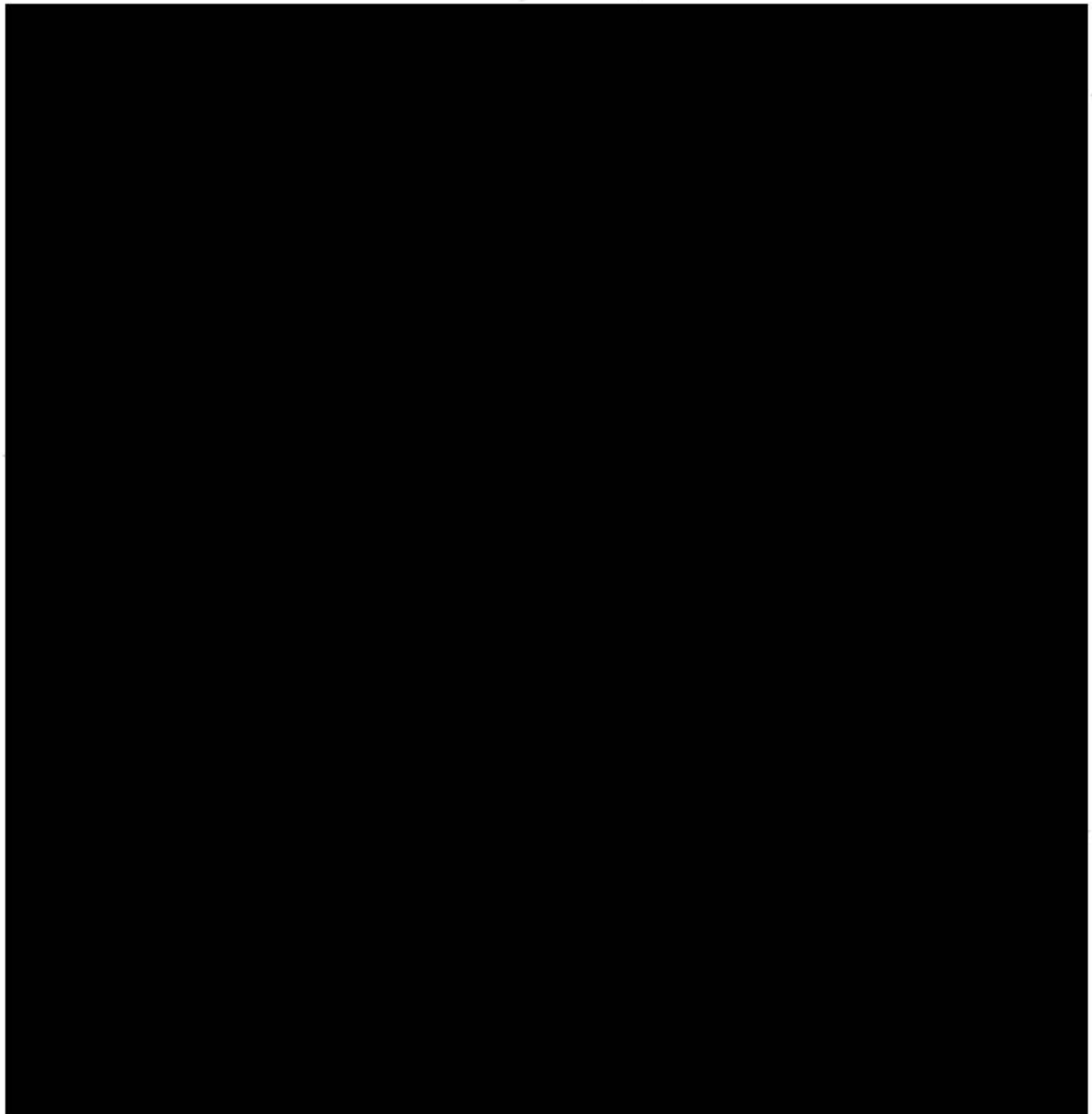
We have a committed PHS management team in the Western Regional Office in Alameda, CA and on-site at the Santa Rita Jail who will continue to provide leadership, continuity and responsiveness to the ACSO during this process.

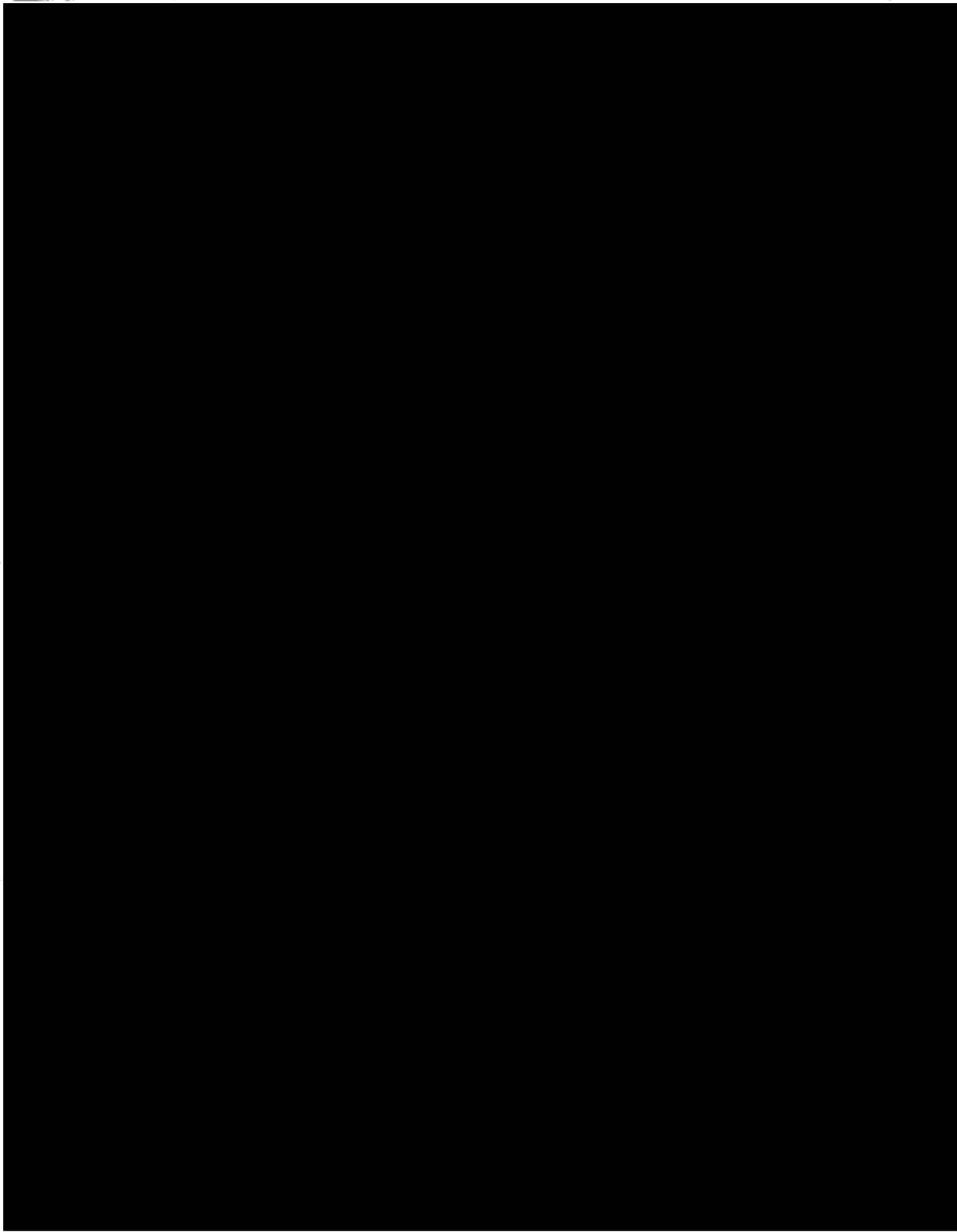
Both the ACSO and PHS benefit from continuing our relationship by using the time and resources otherwise required to transition to a new vendor and applying them to the **implementation of new and enhanced services** we propose under the new contract (see specific plans below). Our focus will be on investigating the implementation of:

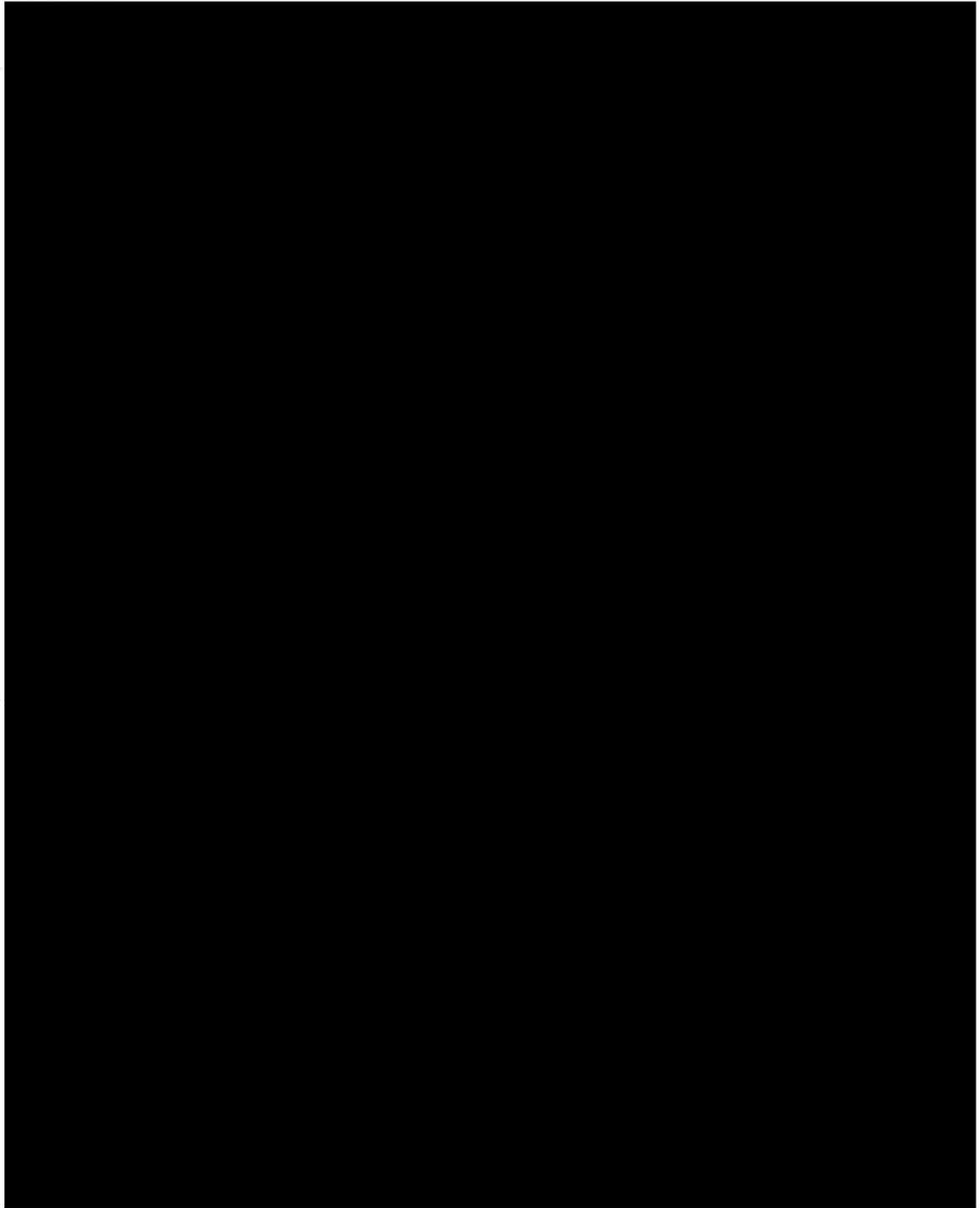
- **HIV/AIDS Correctional/Community Interface Program (HCIP)** - PHS is proposing the establishment of an HIV/AIDS Correctional/Community Interface Program (HCIP). The Program will be centered at Santa Rita Jail and will be under the administrative direction of Harold Orr, MD, PHS Medical Director. A PHS HIV/AIDS Case Manager will work with each individual to reach the goal of a seamless transition to community HIV/AIDS resources upon release from custody. PHS physicians will work closely with the AIDS Project of the East Bay for housing, as well as programs at Fairmont and Herrick hospitals. (See Section I.3.17)
- **CatalystSM** - PHS will work collaboratively with the ACSO to explore the implementation of CatalystSM. CatalystSM is the first electronic health record designed by correctional health professionals. It meets the functional requirements of an electronic health record as detailed 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. (See Section I.3.2.1)
- **Chronic Care Tracking System** - PHS will work collaboratively with the ACSO to explore the possibility of implementing the PHS Chronic Care Tracking System (CCTS) module of our CatalystSM system to systemically manage essential data on patients with specific chronic illnesses. Its purposes are to: identify those patients with chronic illnesses; provide prompts for the provider to give evidenced-based care; provide outreach to those with abnormal labs; measure processes; and measure outcomes. (See Section I.3.3.5)

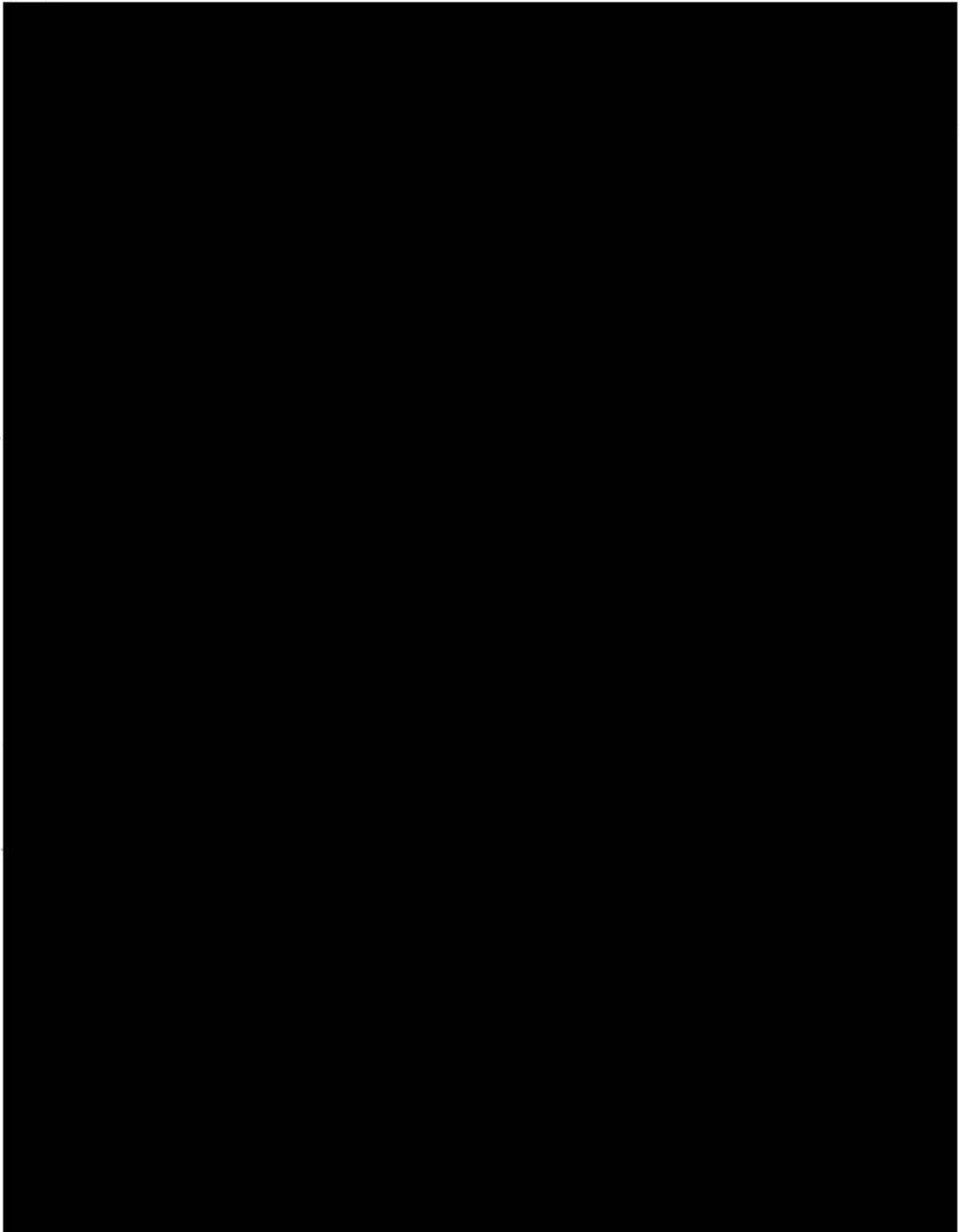
PHS is committed to continuing the provision of clinical and administrative leadership that has effectively managed the health care program for the Alameda County Sheriff's Office through the past 20-year partnership. PHS has allocated staff to meet the clinical, operational, contract and performance requirements for services at the Santa Rita Jail and Glenn B. Dyer Detention Facility.

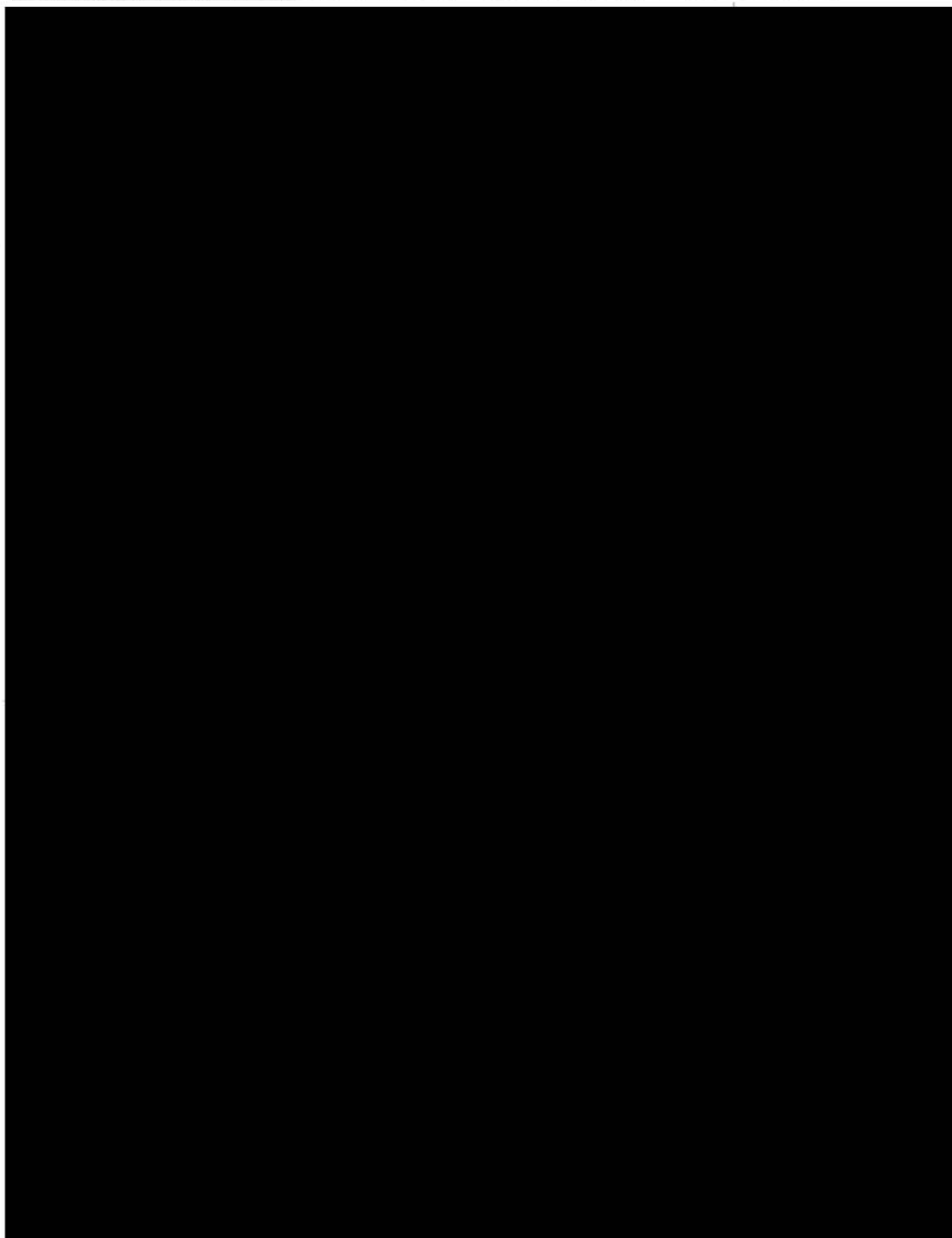
Key on-going regional, corporate, and local support personnel for this contract can be found in **Section II - Qualifications & Experience**.

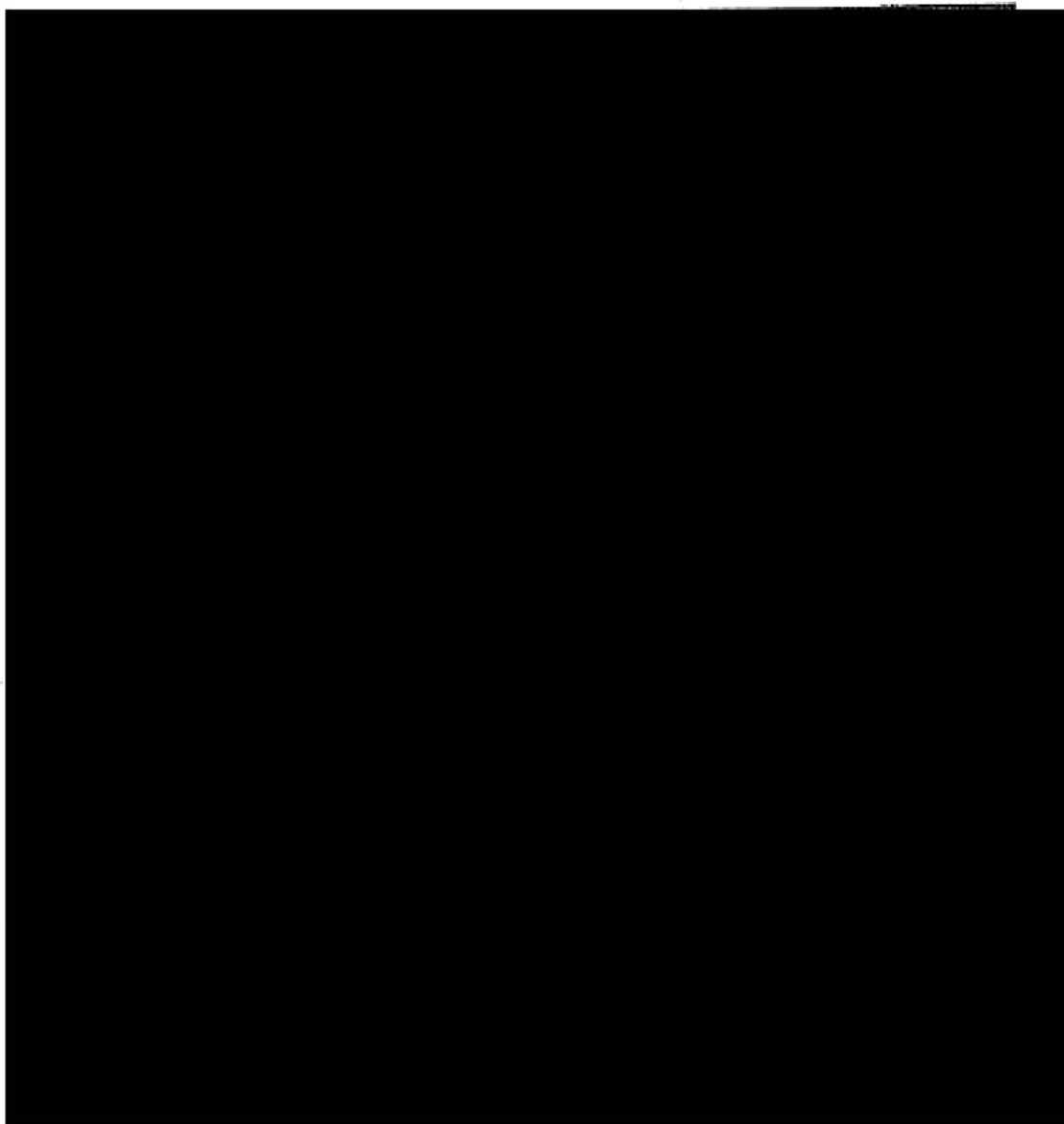












Key Contract Provisions

Although PHS is the current provider, we take contract implementation and compliance very seriously. Since PHS is always striving to improve contract compliance, as part of the new contract, PHS will develop Key Contracts Provisions to ensure that PHS is completing all of its contract requirements. PHS will continue to focus on fulfillment of our contractual obligations to the ACSO as a demonstration of the importance we place on our long-term relationship with Alameda County.

Upon contract award, Rodney Holliman, Group Vice President, Bill Wilson, Regional Manager, and Scott King, Chief Counsel, will develop a list of Key Contract Provisions from the final contract.

A 90-day audit will be conducted using the **Key Contract Provision Audit Checklist** to assure the provisions are being met. Mr. Holliman and Mr. Wilson will continue throughout the contract to enumerate the Key Contract Provisions and monitor their implementation.

A sample **Key Contract Provisions List** and a **Key Contract Provision Audit Checklist** have been included following this section.

Post-Implementation Review

PHS will also, in the same review, conduct a 90-day comprehensive Post-Implementation Audit process to assure the ACSO of our commitment to delivering and being accountable for all aspects of the contract.

PHS has recently established a post-implementation survey process to provide an internal evaluation and assessment of the program implementation approximately 90 days after the start date. The post-implementation survey is part of PHS' continuing efforts to improve our processes, ensure that PHS is completing all important activities and is compliant with the Key Contract Provisions.

It will be determined to what extent the **Contract Implementation Survey Tool Checklist** will be needed. Generally, only the notification activities on the implementation checklist are applicable for a re-award of existing business, as well as the completion of implementation of new services.

A survey team headed by a Business Development representative, and accompanied by a seasoned clinical operations representative, will visit the sites and review accomplishments, opportunities for improvement and compliance with the implementation checklist and key contract provisions. The PHS team's summarized survey results will be shared internally with PHS senior management and improvements made to our implementation process. In addition, an exit debriefing and summary results will be shared with the ACSO as part of our commitment to meeting your contract requirements and maintaining open communications.

A sample **Contract Implementation Survey Tool Checklist** has also been included following this section.



_____ County Jail
Key Contract Provisions
 Contract Start Date: _____

The following is a listing of the key contract provisions contained in the Agreement between PHS and _____ County.

Contract Provision 1	Confirm _____ County Business License is in place and process is in place to update annually.
Contract Provision 2	Process in place to review contract, make any requests and provide notice and finalize any changes to the contract, including pricing, prior to 120 days before the end of each contract year.
Contract Provision 3	Process in place to ensure actual staffing meets the minimal staffing requirements in the contract. Actual vs. required staffing will be reviewed monthly. Parties have agreed to wave staffing requirements during transition period.
Contract Provision 4	Process in place to ensure that vacancies are filled with permanent employees with-in 30 days of vacancy.
Contract Provision 5	Process in place to ensure we are in compliance with performance standards described in Appendix B & D. County and PHS have agreed to wave liquidated damages during the transition period.
Contract Provision 6	Process in place to notify Project Officer 30 days in advance of any changes to the scope of work that cause a material change or otherwise will call for additional compensation.
Contract Provision 7	Process in place to be compliant with the contract drug-free workplace provisions.
Contract Provision 8	Process in place to be compliant with contract ethics in public contracting requirements.
Contract Provision 9	Process in place for obtaining prior approval from the sheriff prior to the use of subcontractors. This provision must be included in all subcontractor agreements.
Contract Provision 10	Process in place to pay all subcontractors within 7 days after receipt of amount paid by sheriff. If we decide to withhold payment from subcontractor, have a process in place to notify sheriff and subcontractor of intent to withhold with-in 7 days of payment by sheriff.

County of Alameda, CA • Comprehensive Inmate Medical Care • December 7, 2007

Contract Provision 11	Process in place to retain all books, records, or other documents related to the procurement for at least 5 years after final payment.
Contract Provision 12	Process in place and approved by sheriff to coordinate and exchange information with DOC for admitting inmates to the DOC.
Contract Provision 13	Process in place to seek 3 rd party payment when arrestee/inmate is covered by private health insurance for off-site service only.
Contract Provision 14	Process is in place to ensure that PHS is complying with company Medicaid/Medicare policies. A procedure is in place notifying providers to not bill directly for Medicaid or Medicare.
Contract Provision 15	Process is in place to ensure we are maintaining/repairing equipment as written in Appendix C.
Contract Provision 16	Process is in place to ensure PHS properly submits requests for replacement of existing equipment prior to August 1 st of each year.
Contract Provision 17	Process is in place to ensure that immediate written notice is given to Sheriff, Director of Correction, and the Support Services Administrator, of resignation, or any other types of termination of employment with contract employees.
Contract Provision 18	Process is in place to ensure PHS maintains compliance with NCCHC, ACA, and DOC standards.
Contract Provision 19	Process in place to provide required contracts reports. (See required reports)
Contract Provision 20	Process in place to evaluate automated intake system within 90 days of start date and arrange for implementation if applicable.
Contract Provision 21	Process in place to produce Annual Executive Summary and Statistical Summary by June 30 of each contract year. (Sheriff can withhold monthly payments if report is not completed.)
Contract Provision 22	Process in place to provide monthly updates and to reconcile aggregate cap payments on a quarterly basis.



____ County Jail
Key Contract Provision Audit Checklist
 Contract Start Date: _____

The following is a listing of the key contract provisions & required reports contained in the Agreement between PHS & _____ County.

Activity Status: C= Completed, P= Partially Completed, N=Not Started, N/A= Not Applicable

Source of Verification: Indicate the source (i.e. Interview with HSA, Review of paperwork such as log, manual or memo)

Comments: Additional comments should be added in for clarification. If an activity is not completed, add comments that include reasons and anticipated date of completion.

CONTRACT PROVISIONS	ACTIVITY STATUS	SOURCE OF VERIFICATION	COMMENTS
Confirm County Business License is in place and will be updated annually.			
Process in place to review contract, make any requests and provide notice and finalize any changes to the contract, including pricing, prior to 120 days before the end of the contract year.			
Process in place to ensure actual staffing meets the minimal staffing requirements in the contract. Actual vs. required staffing will be reviewed monthly. Parties have agreed to wave staffing requirements during transition period.			
Process in place to ensure that vacancies are filled with permanent employees within 30 days of vacancy.			
Process in place to ensure we are in compliance with performance standards described in Appendix B & D. County and PHS have agreed to wave liquidated damages during the transition period.			
Process in place to notify Project Officer 30 days in advance of any changes to			

County of Alameda, CA • Comprehensive Inmate Medical Care • December 7, 2007

CONTRACT PROVISIONS	ACTIVITY STATUS	SOURCE OF VERIFICATION	COMMENTS
scope of work that cause a material change or otherwise will call for additional compensation.			
Process in place to be compliant with contract drug-free workplace provisions.			
Process in place to be compliant with contract ethics in public contracting requirements.			
Process in place for obtaining prior approval from the Sheriff prior to the use of subcontractors. This provision must be included in all subcontractor agreements.			
Process in place to pay all subcontractors within 7 days after receipt of amount paid by Sheriff. If we decide to withhold payment from the subcontractor, have a process in place to notify Sheriff and subcontractor of intent to withhold within 7 days of payment by Sheriff.			
Process in place to retain all books, records, or other documents related to the procurement for at least 5 years after the final payment.			
Process is in place and approved by Sheriff to coordinate and exchange information with DOC for admitting inmates to the DOC.			
Process in place to ensure that PHS is complying with the company Medicaid/Medicare policies. A procedure is in place notifying providers to not bill directly for Medicaid or Medicare.			
Process is place to ensure we are maintaining/repairing equipment as written in Appendix C.			
Process in place to ensure PHS properly submits requests for replacement of existing equipment prior to August 1 st of each year.			
Process in place to ensure that immediate written notice is given to Sheriff, Director of Correction, and the Support Services Administrator of resignation of any other types of termination of			

County of Alameda, CA • Comprehensive Inmate Medical Care • December 7, 2007

CONTRACT PROVISIONS	ACTIVITY STATUS	SOURCE OF VERIFICATION	COMMENTS
employment with contract employees.			
Process is in place to ensure PHS maintains compliance with NCCHC, ACA, and DOC standards. Process in place to provide required contract reports.			
Process in place to evaluate automated intake system within 90 days of start date and arrange for implementation if applicable.			
Process in place to produce Annual Executive Summary and Statistical Summary by June 30 of each contract year.			
Process in place to provide monthly updates and to reconcile aggregate cap payments on a quarterly basis.			

SAMPLE



CONTRACT IMPLEMENTATION SURVEY TOOL

Client/Facility: _____

Start Date: _____

Primary Facility Contact: _____

The following is a survey tool designed to be used by teams who are performing the post-implementation survey/audit. The information required in each column is briefly described below.

Activity Status: C= Completed, P= Partially Completed, N=Not Started, N/A= Not Applicable

Source of Verification: Indicate the source (i.e. Interview with HSA, Review of paperwork such as log, manual or memo)

Comments: Additional comments should be added in for clarification. If an activity is not completed, add comments that include reasons and anticipated date of completion.

EVENT / ACTIVITY	ACTIVITY STATUS	SOURCE OF VERIFICATION	COMMENTS
1. Proposal Process/ Pre-Award			
a. Operations and Business Development work together during the proposal process to ensure that the summary implementation checklist and chart in the proposal is consistent with the actual implementation activities that will be provided.			
2. Contract Award			
a. Business Development will inform PHS departments and Subcontractors of contract award (or intent to award pending successful negotiations). Departments to be notified are: <ul style="list-style-type: none"> ▪ Accounting ▪ Human Resources ▪ Information Technology ▪ Legal ▪ Medical ▪ Network Development ▪ Payroll 			

EVENT / ACTIVITY	ACTIVITY STATUS	SOURCE OF VERIFICATION	COMMENTS
<ul style="list-style-type: none"> ▪ Secure Pharmacy Plus ▪ Senior Management ▪ Utilization Management 			
<p>b. * Legal to determine laws re:</p> <ul style="list-style-type: none"> ▪ UM, Peer Review for that state and contract expectations. License needed? ▪ Corporate practice of medicine. Does Professional Corporation (PC) need to be established? ▪ Regulations that effect Patient Safety Committee ▪ Obtain copies of settlement agreements and pending litigation if not already obtained during proposal process 			
<p>c. Operations, Legal and Business Development negotiate contract with client</p>			
<p>d. Upon contract completion, GVP/DVP meets with Legal and Marketing depts. to</p> <ul style="list-style-type: none"> ▪ Review RFP, proposal & contract ▪ Identify the list of key contract provisions 			
<p>e. Legal obtains fully executed contract and informs Implementation Team of execution or ability to begin performance (in accordance with the contract policy)</p>			
<p>f. Discuss manpower needs and how current staffing can best meet needs.</p> <ul style="list-style-type: none"> ▪ Ensure medical department is involved re: staffing of doctors, PAs, NPs ▪ Include discussion of nursing agency usage 			
<p>g. Obtain performance bond (if applicable) and provide to client within the timeframe specified in RFP and/or contract.</p>			
<p>h. * Determine credentialing requirements of the contract. GVP/DVP and Medical department then coordinate to determine how contract requirements affect the PHS credentialing process</p>			
<p>i. GVP/DVP (or designee) meets with PHS corporate support departments to plan implementation:</p> <ul style="list-style-type: none"> ▪ Identify lead time and key milestones required before start-up ▪ Develop timetable for PHS to be on-site, being visible, interviewing, making contacts, etc. ▪ Review and revise implementation plan document to match the size and scope of project 			

EVENT / ACTIVITY	ACTIVITY STATUS	SOURCE OF VERIFICATION	COMMENTS
<ul style="list-style-type: none"> ▪ Identify responsible departments and individuals and anticipated completion date for each implementation plan activity 			
j. Operations VP to meet with the outgoing medical vendor to set expectations for communication during transition, interviewing staff, sale of equipment and/or supply inventories if applicable, etc.			
k. Updated Implementation Plan distributed to all involved staff from Operations start up team, Medical and Corporate Support Departments and key PHS staff at the site(s)			
l. Identify contact person(s) at each site to include: Warden/Administrator, Chief Deputy, Facility Safety Officer, Accreditation Manager, Contract Monitor, etc.			
m. Business Development to distribute contract notification form upon finalization of contract			
n. Legal to obtain and abstract complete agreement and file it including related RFP, proposal, Q&A responses, BAFO information.			
o. Legal distributes the fully executed contract to the Operations Team and all applicable support departments.			
3. Formulate Corporate Administrative Team			
a. Designate team members for start-up <ul style="list-style-type: none"> ▪ Distribute the list so departments know who and how to contact the team members 			
b.* Identify the key Regional Management positions early in the process (i.e. Reg. VP, Reg. Manager, Reg. DON, Reg. Medical Director)			
c. Support departments assign individuals to project <ul style="list-style-type: none"> ▪ Accounting assigns A/P team and Accounting Manager ▪ Network Development assigns representative ▪ UM designates UM coordinator ▪ Legal assigns Litigation Manager 			
d.* Obtain state/county license requirements			
e.* Review insurance requirements, procure insurance certificate, including workers comp., professional and gen. liability, etc.			
4. Coordination with Client/Facility Authorities			
a. Confer with Chief Administrative Officer (CAO)			

EVENT / ACTIVITY	ACTIVITY STATUS	SOURCE OF VERIFICATION	COMMENTS
regarding off-site or regional office space needs for project			
b. Submit names of Management Team to client for approval			
c. Obtain facility Policies and Procedures (in hard copy and electronic format if possible)			
d. Designate contact to be responsible for obtaining security clearances for PHS staff visiting site. Communicate this information to PHS support departments.			
e. Conduct on-site visit to tour facility. Include Medical and applicable support departments on tour. <ul style="list-style-type: none"> ▪ Identify needs in medical unit, including current staffing, clinical processes, cleanliness and physical plant. ▪ Obtain list of current medical and office equipment (if not already obtained during proposal process) 			
f. Establish facility operational /clinical priorities			
g. Obtain facility training requirements and background clearance protocol			
h. Determine which statistical information the Warden/Administrator wishes to see in a monthly report (i.e. Intakes, Sick Call Visits, and Chronic Care Visits). PHS has examples of monthly statistical reports, available from GVP.			
i. Obtain facility telephone numbers and distribute to implementation team and support departments			
j. Distribute PHS telephone numbers to site and client			
k. Exchange organizational charts with facility administration			
l. Organize and request medical facility be cleaned and painted if needed. Note: It is critical to establish the need for a clean, well-kept medical department from the beginning.			
m. Meet with security to answer questions about PHS and the program(s) being provided at the facility			
n. Provide information to inmates regarding access to health services, —this should be done to reassure inmates, especially if we are using nurse triage at the site for the first time			
o. Identify facility's public relations policy and			

EVENT / ACTIVITY	ACTIVITY STATUS	SOURCE OF VERIFICATION	COMMENTS
Public Information Officer			
5. Contact Local Health Department			
a. * Identify available services – e.g. public health, mental health, HIV, etc. and discharge planning procedures			
6. Human Resources/Staffing Planning			
a. * Determine if employees are represented by a union. If yes, obtain a copy of union contract and develop union strategy with VP of Human Resources			
b. Develop initial employee communication strategy with Human Resources. (i.e. introduction to PHS, the employment process, etc.)			
c. Obtain list of current employees. <ul style="list-style-type: none"> ▪ Include Name, Position, Shift Worked (indicate Full Time/Part Time), Hire Date, Current Hourly Rate. ▪ Indicate any information that may affect rate of pay (i.e. recent evaluation but no increase given). 			
d. * Contact Recruitment Department to identify needs and develop recruitment strategy. (i.e. for Doctors, nurses, mental health, etc.) <ul style="list-style-type: none"> ▪ Include local colleges and nursing schools as potential sources for staff and interns 			
e. Develop employment strategy in conjunction with HR. For example: <ul style="list-style-type: none"> ▪ Review of staffing plan and hire rates ▪ Process for completion of new hire packets ▪ If state rules ban corporate practice of medicine, follow appropriate PHS professional corporation (PC) guidelines 			
f. Develop benefit communication and enrollment strategy with HR			
g. Determine which current employees need to be interviewed and conduct interviews. (i.e. H S A, DON, key Medical Staff) doctors should all be interviewed by the RMD or other physician designated by Medical Department <ul style="list-style-type: none"> ▪ Note: Obtain copies of current employees' pay stubs during meetings/interviews to verify current rates of pay. 			
h. Develop interviewing process for external candidates as necessary			

EVENT / ACTIVITY	ACTIVITY STATUS	SOURCE OF VERIFICATION	COMMENTS
i. Establish hire dates and have them match start date of contract. In addition, complete any facility security clearance process for all new employees prior to their hire date			
j. Complete PHS background check process for HSAs, RNs and LPNs			
7. Credentialing			
a. Appoint acting Regional (or site) Designee (RD) as soon as contract is likely. The RD will be responsible for ensuring that all credentialing packets are completed. This individual can be the Administrative Assistant for the site.			
b. RD (in conjunction with the HSA) coordinates provider lists with Network Development, sites, and recruiting			
c. RD to establish contact with Credentials Coordinator in Ft. Lauderdale immediately after they are given the responsibility. See attached description of Credentialing Dept.			
d. Establish a credentials file in the regional office for each provider			
e. Establish Physician Assistant and Nurse Practitioner credentialing Excel spreadsheet			
f. Initiate applicable credentials applications for all providers			
g. This includes applicable on-site and off-site specialty providers (see independent contractor credentialing policy)			
h. Complete fast tracks for all selected providers and forward applications to the credentials department as soon as obtained			
i. Request fast track exceptions when indicated			
j. Maintain list of credentialing in progress (Credentials Coordinator)			
k. Contact Chairman, Credentials Committee for any problem or delay			
8. Supplies and Equipment			
a. Conduct inventory of existing supplies, medications, & equip. with client rep. <ul style="list-style-type: none"> • Determine Par Levels for inventories and communicate to SPP (or appropriate med supply vendor) and ensure par levels on hand on start date 			

EVENT / ACTIVITY	ACTIVITY STATUS	SOURCE OF VERIFICATION	COMMENTS
<ul style="list-style-type: none"> If applicable, make arrangements necessary to purchase supplies from current medical vendor 			
<p>b. Contact Office Manager to discuss office needs and arrange for order and delivery of:</p> <ul style="list-style-type: none"> Office Supplies Copiers Fax Machines Pagers Forms (appropriate for the contract) Establish Fed Ex account <p>Note: Ensure that delivery services understand the site's regulations regarding delivery and are properly cleared to enter the facility</p>			
<p>c. Coordinate delivery of supplies & equip. from vendors</p> <ul style="list-style-type: none"> Alert current medical vendor (and site HSA when possible) regarding time schedule for delivery to site. Coordinate delivery schedule with facility management 			
<p>d. Review maintenance agreements on existing equipment. Renew and/or replace as necessary</p>			
<p>e. Identify equipment needs and submit Capital Expenditure Request (CER).</p> <ul style="list-style-type: none"> Review and compare the equipment needs to the project budget. Review differences with accounting Contact Accounting for CER forms. Identify equipment in need of repair Notify Network Development Dept. of EKG machine type and arrange for over reads 			
<p>f. Arrange for forms necessary.</p> <ul style="list-style-type: none"> Contact Clinical Education Dept to discuss which clinical forms should be used for the site. Contact Office Manager for support in ordering initial forms supply 			
<p>g. Implement Purchase Order System</p>			
<p>h. Identify and make arrangements with vendors as needed (i.e., office supplies, dental supplies, pharmaceuticals, etc.)</p>			
<p>i. Obtain property tags and tag each piece of PHS equipment. A copy of the list should be kept on-site by the HSA</p>			
<p>j. Test pager and fax operation by sending test pages and faxes</p>			

EVENT / ACTIVITY	ACTIVITY STATUS	SOURCE OF VERIFICATION	COMMENTS
9. Information Technology and Communications Systems (contact IT dept. for all items in this section)			
a. Submit computer request forms to IT department and arrange for delivery of computer equipment			
b. Arrange for communication access (i.e., telephones, high speed internet access, etc.)			
c. Distribute new phone numbers at site and within PHS			
d. Order Kronos system and establish install date.			
10. Providers			
a. * Create a list of current providers and provide to Network Development Dept <ul style="list-style-type: none"> * Indicate Specialty/Service, Names, addresses, Phone * Note: designate on-site vs. off-site * List any particular issues with provider 			
b. * Identify contractor/subcontractor roles & responsibilities			
c. * Identify preferred hospital			
d. * Identify ambulance service			
e. * Identify preferred providers (specialists) in community; contact, select, arrange for services, provide Letter of Agreement or contract			
f. Identify any nursing staffing agency used and communicate to Network Development. They will contract with the agency per the agreed upon strategy			
g. * Prepare Letters of Agreement and/or contracts, for subcontractors (inc. insurance verification) <ul style="list-style-type: none"> * Set up Lab vendor * Set up X-Ray vendor 			
11. Accounting / Finance			
a. Accounting assigns site numbers			
b. Accounting loads all relevant financial information into the applicable system/s <ul style="list-style-type: none"> * The claims department loads site information into claims system * A/R loads contract pricing information * Legal dept. reviews and verifies pricing information that was loaded for PHS (and SPP where applicable) 			
c. Contact Accounting to set up petty cash fund			

EVENT / ACTIVITY	ACTIVITY STATUS	SOURCE OF VERIFICATION	COMMENTS
12. PHS Orientation for All Staff (Coordination with Facility)			
a. Identify who will be involved in orientation before start-up (UR, QL, HR, Risk Management), and communicate with departments			
b. Arrange orientation for HSA			
c. Arrange orientation for DON			
d. Arrange orientation for Medical Director-the RMD and all providers should receive a medical orientation.			
e. Orient nursing personnel utilizing orientation checklist, nursing exam. Incorporate any Client requirements as applicable			
f. Coordinate facility orientation for PHS staff			
g. Orient all staff on the use of the AED (if AED is on-site) on day of start up or before			
h. Explain payroll procedures at time of orientation			
i. Orient staff to UM procedures (Contact the UM Department to arrange)			
j. Orient staff to use of Daily Operating Indicators, Reporting of Events and the associated forms (Contact the Accounting /Finance Department to arrange)			
k. Orient staff to Kronos system (contact Payroll Department to arrange training)			
l. Orient site management to PHS public relations and media communications policies			
m. Implement orientation and in-service training program. To include: policies, objectives, sign-in sheets, and 6-month calendar. Coordinate in-service training with Education department			
13. Policies and Procedures			
a. Provide PHS generic Policy and Procedure Manual for Prisons/Jails (in hard copy and electronic format)			
b. Provide NCCHC Standards Manual: 1 each for the HSA and the Medical Director			
c. Establish Policy/Procedure Committee (small sites may not need committee)			
d. Coordinate (DOC or Jail as applicable) Standard Operating Procedures with PHS Policy Manual; evaluate & determine policy & procedure needs; write site-specific procedures			
e. Review/approve Nursing Protocols and assure that nursing personnel are trained in approved			

County of Alameda, CA • Comprehensive Inmate Medical Care • December 7, 2007

EVENT / ACTIVITY	ACTIVITY STATUS	SOURCE OF VERIFICATION	COMMENTS
nursing protocols			
f. If a professional corporation (PC) is indicated for the site, based on the legal review, the lead operations vice president and PC must review and sign off on all clinical policies and procedures			
g. Review/approve PA and Nurse Practitioner protocols (and related collaborative agreements) if applicable			
14. Staffing			
a. Develop Staffing schedule and complete Position Control and Staffing Roster. Review as applicable with HSA(s) and Regional Manager(s) and provide to client if required <ul style="list-style-type: none"> ▪ Obtain position control spreadsheet and staff roster templates from the Operations executive assistants 			
b. Arrange for security ID for personnel			
c. Develop and post organizational charts for PHS Corporate, Region and Site			
d. Develop staff roster, inc. names, addresses & telephone numbers			
e. Develop work schedule & written assignment sheets			
f. Provide job descriptions for all personnel			
g. Assure that personnel read & sign a copy of their job description; place in personnel files			
h. Post payroll schedules and the time and attendance policy			
i. Develop on-call procedure/schedule			
j. Post list of emergency telephone numbers <ul style="list-style-type: none"> ▪ Include emergency numbers and procedure for needle sticks 			
k. Post hand washing notices			
l. Make sure that all personnel read & sign Personnel Policy Manual acknowledgement; place in personnel file			
m. Develop post descriptions for each shift and clinical area			
n. Provide orientation program checklists for clinical personnel			
o. Create on-site personnel file for each employee and independent contractor. Files to include: <ul style="list-style-type: none"> ▪ Copy of application ▪ Copy of PAF 			

EVENT / ACTIVITY	ACTIVITY STATUS	SOURCE OF VERIFICATION	COMMENTS
<ul style="list-style-type: none"> ▪ Copy of licensure ▪ Copy of signed job description ▪ Copy of signed nursing orientation checklist ▪ Signed Employee Handbook Acknowledgement <ul style="list-style-type: none"> ▪ Copies of applicable credentialing materials (i.e. medical staff application) 			
p. Provide lists of teaching modules and videos available			
q. Review Chronic Care Clinic Schedule and current status of patients.			
r. Establish plan to eliminate any backlogs.			
s. Provide OCC manuals and forms			
t. Review H&Ps and establish plan to eliminate any backlogs.			
15. Laboratory			
a. Apply for CLIA licensure			
b. Post CLIA license prominently upon receipt			
16. Pharmacy			
a. Contact selected pharmaceutical vendor/s to establish account.			
b. Apply for state pharmacy license and DEA number if necessary. Identify practitioners with DEA licenses (physician, mid-level, dentist, etc.) <ul style="list-style-type: none"> ▪ NOTE: Apply for DEA licenses as early as possible in the process. It can take 30+ days to receive the license. 			
c. Post license prominently upon receipt			
d. Establish policies & procedures related to pharmacy practices			
e. Establish prescription storage system			
f. Prepare copies of all current patient Medication Administration records (MARs) and send to pharmacy provider <ul style="list-style-type: none"> ▪ Note: A member of the startup team should be assigned to work with the HSA to ensure this information is obtained, thoroughly reviewed, and sent to the pharmacy in time to guarantee all necessary patient meds will be onsite at startup 			
g. * Identify backup pharmacy and establish after hours emergency pharmacy utilization system			
h. Devise procedures & logs for narcotic utilization and inventory and reporting of missing narcotics			
i. Develop procedure for receiving & verifying pharmaceutical and supply deliveries			

EVENT / ACTIVITY	ACTIVITY STATUS	SOURCE OF VERIFICATION	COMMENTS
<ul style="list-style-type: none"> ▪ Pharmacy Vendor should in-service staff on appropriate procedures just prior to start date ▪ Pharmacy vendor should be on-site or in close communication on start date 			
j. Obtain PDR or approved Drug Reference Book for site			
k. Order medication carts and fax machines			
l. Implement use of designated Formulary-give a hard copy to all providers. They won't have computer access.			
m. Review all patient medications, ensure patient specific meds are ordered and adequate stock and emergency backup are in place so no patient runs out of medication at the change over			
17. Data Collection			
a. Put logs in place for the collection of statistical data effective on start date of contract			
b. Develop procedure for monthly statistical Health Services Report			
c. Identify reports required by the client and/or facility			
d. Identify facility's legal & risk management contacts			
e. Establish & train HSA in events management numbers, and DOI reporting mechanism			
18. Meetings and Committees			
a. Identify schedule for Medical Audit Committee meetings (required quarterly; however, strongly advised to be monthly)			
b. Establish & identify schedule for Pharmacy & Therapeutics Committee			
c. Establish schedule for staff meetings (monthly)			
d. Establish Quality Improvement Committee and meeting schedule if applicable			
19. Quality Improvement			
a. Review Quality Improvement Program			
b. Review QI 6-month calendar			
c. Designate In-service Coordinator			
20. Utilization Management and Chronic Care Clinics			

County of Alameda, CA • Comprehensive Inmate Medical Care • December 7, 2007

EVENT / ACTIVITY	ACTIVITY STATUS	SOURCE OF VERIFICATION	COMMENTS
a. Identify off-site appointments scheduled after start date and provide to UM. List <ul style="list-style-type: none"> ▪ Inmate name and number, Service required, date of appointment, diagnosis, provider. Obtain this list as soon as possible, since it could be deleted from the medical unit computer			
b. Identify patients who are inpatients in the hospital and are likely to be inpatients on the start date of new contract. Provide information to UM.			
c. Orient staff to UM procedures, forms, etc.			
d. Establish referral/approval mechanism			
e. Establish Chronic Care Clinics			
21. Ethics and Compliance			
a. Compliance office sends ethics compliance posters to the site/s			
b. Compliance Office notifies Compliance Hotline of new site/s information			
22. Surveys and Audits			
a. Implementation survey to be performed by marketing (within 90 days of start date) <ul style="list-style-type: none"> ▪ Review status of contract implementation ▪ Review status of key contract provisions 			
b. Set date for operations audit (within 90 days of start date)			
c. GVP/DVP, Compliance Dept. and Marketing review results of implementation survey and compliance with key contract provisions (at approx. 90 after start date)			
d. On an ongoing basis, Operations, in conjunction with Legal and other departments if applicable, will review and monitor compliance with the key contract provisions to include Quarterly and Annual Reports to the client			
e. The PHS Internal Audit and Compliance departments will review sub-contractor and vendor agreements for compliance			

**L. Bid Form/Pricing (Including
Pricing Narrative & Bid Form)**

L. Bid Form/Pricing (Exhibit B & RFP Pgs. 40-41)**COST NARRATIVE**

PHS has prepared our price proposal to assure the continuous provision of all required healthcare services for all inmates under the control and custody of Alameda County (hereinafter referred to as "the County") and housed within Santa Rita Jail and Glen E. Dyer Detention Facility. Our proposal reflects and incorporates the contents and provisions contained in your RFP and answers to questions, the pre-bid conference, our twenty (20) years of experience in Alameda County, as well as our technical proposal.

As stated in the RFP, our pricing will remain valid for a period of 180 days from the proposal due date. Below, we present a pricing summary along with a description of key assumptions, pricing structure, and annual increases.

Table One: Annual Contract Value

Description	Annual Cost	Variable Per Diem	
		Charge Rate ADP ≥ 4,580	Rebate Rate ADP ≤ 4,150
Year One	\$23,895,800	\$4.49	\$4.06

Our Proposal is for comprehensive inmate health care without limitations, including on-site inmate health care, outside medical services¹, and pharmaceutical² expenses.

Per the RFP, 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).

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.

Base Population, Payment Terms and Annual Increases

Our price proposal is predicated on a combined average daily population (ADP) for both facilities of 4,580 inmates (4,200 inmates for Santa Rita Jail and 380 inmates for Glen E. Dyer

¹ 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.

² Components covered under pharmaceutical costs include: 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.

County of Alameda, CA • Comprehensive Inmate Medical Care • December 7, 2007

Detention Facility). Should the combined monthly average daily populations exceed 4,580 inmates, PHS will charge a per diem to cover incremental variable (non-staffing) expenses. Conversely, should the combined monthly average population 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 in Table One above.

Additionally, please note that the rebate rate is slightly less than the additional per diem rate due to PHS' obligation to pay a fixed amount for professional liability insurance based on contracted ADP. Therefore, should actual ADP be less than the 4,580 anticipated number of inmates, professional liability insurance expense to PHS will not be reduced.

Should the population exceed 4300 inmates for Santa Rita Jail or 400 inmates for Glenn E. Dyer Detention Facility for a period of 60 consecutive days or more, further adjustments to staffing may be necessary in order to deliver required services. In such event, PHS and the County will open discussions to negotiate the level of staffing and associated impact to contract cost.

Payment Terms: Consistent with the current contractual agreement, PHS proposes to continue invoicing the County 1/12th 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 the invoice date.

Late Payments: The County shall pay PHS late payment fees on all undisputed payments hereunder that are more than thirty (30) days past due. Late payment fees shall begin to accrue thirty (30) days after the date the original payment was due at a rate of one percent (1%) per month until the payment is made in full. The County shall bear the costs of any legal or collection fees and expenses incurred by PHS in attempting to enforce the County's payment obligations hereunder.

Annual Increases: In developing our cost proposal, we have made every effort, consistent with appropriate clinical care and good business practices, to present the County with a reasonable, affordable program of care. Consistent with the RFP, PHS intends for the initial contract term to be for a period of three years with two one-year renewals, upon mutual agreement of both parties. Consistent with the County's current and historical contract terms, PHS proposes incorporation of the provision that either party may terminate the agreement without cause by providing a one hundred twenty (120) day written notice to the other party.

As specified in "Exhibit B-Bid Form", annual price adjustments for Years Two and Three will be 8.4% and 7.5%, respectively. Price adjustments for renewals beyond Year Three shall be negotiated in good faith and be based upon consideration of changes in the *U.S. Department of Labor's Consumer Price Index (CPI-U) for Medical Care, San Francisco-Oakland-San Jose, CA Region* as well as actual operating cost experience and any changes in contract scope, terms or conditions.

Staffing Costs

At 56% of the total price, staff resources comprise the largest portion of cost to the County under this medical services pricing. PHS has budgeted for medical, dental, administrative,

technical support and other health care personnel needed to provide health care services and maintain continuity of care under a unified management approach.

Because PHS is competing with other healthcare providers/hospitals in Bay Area for recruitment/retention of healthcare staff, particularly nursing personnel, it is imperative that we offer pay rates that remain competitive in the local market. PHS performed a detailed salary analysis utilizing ERI Salary Assessor®, other published surveys and our own actual experience in Alameda County to determine the competitiveness of our rate structure. Based on this information and analysis, and most importantly our operating experience, we have set salaries to both *recruit* and *retain* qualified staff from within the community of healthcare providers. By taking the time to study local conditions and establish realistic wage rates, we eliminate a significant cause of employee turnover.

Also significantly, PHS has included the already-negotiated 10.7% salary increase for all unionized positions (effective August 2008) 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. These are real and significant cost factors that PHS has included and which may be underestimated by other bidders not familiar with these important aspects of the operating and cost environment attendant to this contract.

In anticipation of Union negotiations, PHS has budgeted an estimated 10% annual increase for union employee salaries and healthcare costs in each of Years Two and Three of our proposal. In Table Two below, we have listed the average base hourly rates, exclusive of benefits, for union employees budgeted in our proposal in order to allow us to be competitive within the Bay Area marketplace and maintain the requirements of our agreement with the Union.

Table Two: Average Base Hourly Rate

Position	Rate*
Physician Assistants	\$51.00
Medical Records Clerk	\$19.00
Dental Assistant	\$26.00
Registered Nurse	\$47.00
Licensed Vocational Nurse	\$31.00
Medical Assistants / Lab Technicians	\$21.00

* reflects base hourly rate, exclusive of benefits

Included in our total salaries cost are backfill and overtime expenses necessary to cover paid leave time (e.g., vacation, holidays, sick time) as well as unscheduled absences, allowing PHS to maintain the level of staffing set forth in our proposed staffing plan. Benefits calculations assume the provision of a full benefits package (Health, Dental, Life, etc.) for all eligible employees.

Pharmacy Services

Our pharmaceutical cost projections are based primarily on actual utilization trends for Alameda County, as well as consideration of industry-projected inflation. PHS' price for a given medication will be equal to the amount PHS pays to our subcontracted pharmaceutical provider, Maxor Correctional Pharmacy Services ("MCPS") by PHS for the medication, including any applicable dispensing fee charged to PHS by MCPS. MCPS will seek to acquire medications at prices that are competitive in the industry.

Return of and Credit for Unused Medications: To provide cost-efficiency for the County, we will arrange for the return of outdated, discontinued, excess, or unusable medications to MCPS, as permitted by law. PHS will credit against pharmaceutical costs any credit it receives for returned medications.

Other Pharmaceuticals: *Hepatitis C* infection is a growing national health care concern within the correctional population. The price to provide diagnosis and treatment of this disease is included in this proposal based on the current level of screening and treatment protocols, types of medication utilized and the level of utilization or incidence in the covered population. Should the community standard of care, prevalence/utilization rates or other changes increase the costs of *Hepatitis C* treatment, the coverage of such incremental costs would be negotiable by the parties.

In addition, please also note that responsibility for exceptional blood products (e.g. Factor 8) and smoking cessation are *excluded* from our pricing.

Acute Psychiatric Unit

PHS understands there are currently plans to open an acute psychiatric unit at Glenn E. Dyer Detention Facility within the first six months of 2008 that will house 10-20 male and female County inmates. Acute psychiatric expenses, i.e. staffing, psychiatric medications, etc. will be the responsibility of the acute psychiatric provider (BHCS). PHS will be responsible for the provision of medical care to the inmates at a cost equivalent to the per diem of \$4.49 per inmate per day for each inmate in the acute psychiatric unit, as referenced in Table One above. The per diem amount covers all variable costs associated with the medical treatment of inmates.

Change of Scope Provision

The prices in this agreement reflect the scope of services as outlined herein and in the current community standard of care with regard to health care services. Should there be any change in or modification of resident distribution (e.g. a significant change the blend of County and Federal inmates), standards of care (e.g. change in HIV/AIDS therapy, *Hepatitis B* or *C* therapy, etc.), scope of services or available workforce pool that results in material change to costs incurred by PHS under the contract, the costs related to such change or modification are not covered in this agreement and will be negotiated with the County.

Summary

In summary, PHS has developed our cost proposal based on providing all service requirements described in the RFP, input from an exceptionally experienced group of correctional healthcare professionals at the Alameda facilities as well as reflecting twenty-

nine (9) years of experience providing health care services to correctional facilities throughout the country, including twenty (20) years of services to Alameda County.

PHS believes our proposal provides the most cost efficient mix of resources required for delivering quality health care in your facilities according to national and community standards of care. We have outlined our key assumptions for review and are open for discussion of all aspects of this proposal. As a valued client, PHS looks forward to the opportunity of meeting with Alameda County representatives in the near future.

EXHIBIT B (REVISED 9/19/07)

COUNTY OF ALAMEDA

RFP No. 900324

For

COMPREHENSIVE INMATE MEDICAL HEALTH CARE

BID FORM

Cost shall be submitted on Exhibit B as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes and all other charges and is the cost the County will pay, not to exceed the grand total lump sum cost, for the three (3) year term of any contract that is a result of this bid.

1. Pricing

- a. Total price to meet the Specific Requirements, based upon an average annual inmate count of 4200, inclusive of primary care (on-site), hospital care (in/out patient) and all other expected and /or anticipated costs associated with meeting the requirements of the proposal.

Price: \$

Percentage of increase for year two: %

Percentage of increase for year three: %

- b. Include a cost adjustment mechanism for census increases or decreases.

Cost Adjustment Formula: \$4.49 for ADP > 4,580 or \$4.06 for ADP <4,150

- c. Include a cost adjustment mechanism for the Contractor's failure to meet the Section E Specific Contractor Requirements under Item 3 "Hours of Coverage" and Item 8 "Outpatient Care."

Cost Adjustment Formula: \$200 per hour per employee if staffing falls below 85% of "hours of coverage"

- d. Include a cost adjustment mechanism for Contractor exceeding the established maximum goal error rate of 20% for minor medical errors and 10% for a major medical error on inmate health (medical) records as set forth in Section F Deliverables/Reports, Item 1 and 2.

Cost Adjustment Formula: Error trends that fall below 80% for minor medical errors for three consecutive months are subject to a \$3000 fine per month until the score reaches the specified level. Major medical errors must be corrected within 30 days of discovery. 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.

e. Other additional optional services and cost Contractor recommends:

Service	Cost
1.	
2.	
3.	
4.	
5.	
6.	

Bidder agrees that the price(s) quoted are the maximum they will charge during the term of any contract awarded.

FIRM: Prison Health Services, Inc. SIGNATURE: 

DATE: 12/4/07

PRINTED NAME: Lawrence H. Pomeroy TITLE: Sr. Vice President & Chief Development Officer

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/11/08

PRODUCER
GALLAGHER HEALTHCARE
ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.
9821 KATY FREEWAY, SUITE 700
HOUSTON, TX 77024 1-800-733-4474

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: INSURANCE COMPANY OF THE STATE PA	19429
INSURER B: AMERICAN HOME ASSURANCE COMPANY	19380
INSURER C: AIG CASUALTY COMPANY	19402
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.

RISK CLASS	RISK DESCR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
						DESCRIPTION	AMOUNT	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLASSIC MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES FOR: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	N/A	N/A	N/A	EACH OCCURRENCE	\$N/A	
						DAVERAGE TO RENTED PREMISES (EA OCCURRENCE)	\$ N/A	
						MED EXP (Any one person)	\$ N/A	
						PERSONAL & ADV BILRY	\$N/A	
						GENERAL AGGREGATE	\$N/A	
						PRODUCTS - COMMOP AGG	\$ N/A	
		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	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			06/01/2008	06/01/2009	X	WC STATU- TORY LIMITS	OTL EN
B	ANY PROPRIETARY/INVESTIGATIVE OFFICER/MEMBER EXCLUDED?			06/01/2008	06/01/2009		EL EACH ACCIDENT	\$1,000,000
B				06/01/2008	06/01/2009		EL DISEASE - EA EMPLOYEE	\$1,000,000
C	File, describe under SPECIAL PROVISIONS below			06/01/2008	06/01/2009		EL DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 WC - COVERED STATES: AL, AR, AZ, CA, CO, DC, DE, FL, GA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, NJ, NM, NY, NV, OK, OR, PA, RI, SC, TN, TX, UT, VA, VT, WI. WITH REGARD TO WORKERS' COMPENSATION, BLANKET WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT.

CERTIFICATE HOLDER

GSA PURCHASING DEPARTMENT
 COUNTY OF ALAMEDA
 1401 LAKESIDE DR., 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

[Signature]

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 Commercial General Liability 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 Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E Endorsements and Conditions: <ol style="list-style-type: none"> 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 coverages 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: <ul style="list-style-type: none"> - 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 require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/23/2008

PRODUCER (806)376-6301 FAX (806)376-1449
Neely, Craig & Walton, LLP
A Member of the K&S Group
PO Box 506
Amarillo, TX 79105

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 Maxor National Pharmacy Services Corp
DBA: Maxor Pharmacies
320 S. Polk St. #500
Amarillo, TX 79101

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford	
INSURER B: Liberty Insurance Underwriters	
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 ADD'L LTR ALRST	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	[REDACTED]	01/01/2008	01/01/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
	AUTOMOBILE LIABILITY <input checked="" 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	[REDACTED]	01/01/2008	01/01/2009	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 AUTO ONLY: EA ACC \$ AGG \$								
B	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	[REDACTED]	01/01/2008	01/01/2009	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	[REDACTED]	01/01/2008	01/01/2009	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$ 1,000,000												
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000												
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000												
	OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.
 Certificate holder is named as additional insured per the attached form CG20260704.
 Waiver of Subrogation in favor of certificate holder is attached to general and auto liability policy. All policies are primary and non-contributory.

CERTIFICATE HOLDER

CANCELLATION

County of Alameda
Risk Management Unit
125 - 12th Street, 3rd Floor
Oakland, CA 94607

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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Stephen Walton, CIC/PKG

Stephen H. Walton

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

County of Alameda, its Board of Supervisors, the individual members thereof,
and all County officers, agents, employees and representative

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT N
DEBARMENT AND SUSPENSION CERTIFICATION

COUNTY OF ALAMEDA

RFP No. 900324

For

COMPREHENSIVE INMATE MEDICAL CARE

The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its principle, and any named 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 bidder 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 Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BIDDER: Prison Health Services, Inc.

PRINCIPAL: Lawrence H. Pomery TITLE: Sr. V.P. & Chief Development Officer

SIGNATURE:  DATE: 12/3/07

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 30th 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: 

By: 

Name: John Glau
(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: 
County Counsel

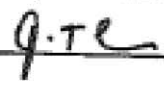
APPROVED AS TO FORM
by LEGAL DEPT.


EXHIBIT A
TO THE FIRST AMENDMENT TO COUNTY OF
ALAMEDA MEDICAL SERVICES AGREEMENT

STAFFING PATTERN FOR
SANTA RITA JAIL

POSITION	Hrs/Wk	FTE
DAY SHIFT		
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
TOTAL HOURS/FTE per week	4,440	111.00

- 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
DAY SHIFT		
Ortho	4	0.10
Optometry	0	0.00
AIDS/HIV	4	0.10
OB/GYN	6	0.15
Physical Therapy	12	0.30
TOTAL HOURS/FTE per week	26	0.65

**STAFFING PATTERN FOR
GLENN E. DYER DETENTION FACILITY
ADP > 400 (with part-time Dental)**

POSITION	Hrs/Wk	FTE
DAY SHIFT		
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
TOTAL HOURS/FTE per week	1052	26.30

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.

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.

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:

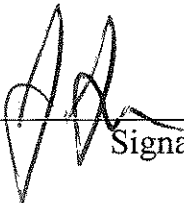
Within 30 days of signing this Third Amendment, PHS will present to County an implementation schedule for deployment of the catalyst electronic health record system. The catalyst system must be deployed, tested, and fully functional to the satisfaction of County before the end of the term of this agreement. 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

By: 
Signature

Name: _____
John Glann

Name: J. Scott King
(Printed)

Title: Purchasing Agent

Title: Senior Vice President & Chief Legal Officer

Date: 7/22/11

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.

EXHIBIT D-1

**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.

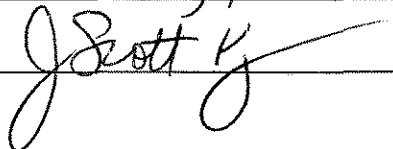
If there are any exceptions to this certification, insert the exceptions in the following space.

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: PHS Correctional Healthcare

PRINCIPAL: J. Scott King, Sr. VP & CLO TITLE: _____

SIGNATURE:  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.

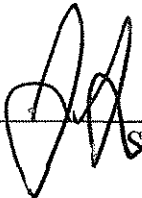
County and Contractor agree as follows:

- 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.**

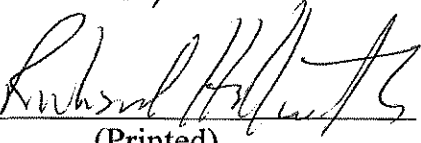
COUNTY OF ALAMEDA

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.

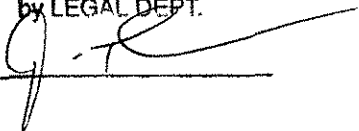


EXHIBIT D-2

**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: Corizon Health, Inc
PRINCIPAL: Richard Holtz TITLE: CEO
SIGNATURE: [Signature] DATE: 11/23/12

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 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.

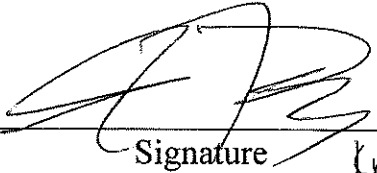
7. Except as expressly modified by this Fifth Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

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

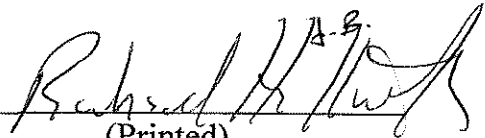
COUNTY OF ALAMEDA

CORIZON HEALTH, INC.

By:  _____
Signature

By:  _____
Signature ^{Richard H. Smith}

Name: _____
(John Glann)

Name:  _____
(Printed) ^{Richard H. Smith}

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.

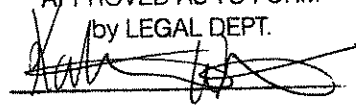


EXHIBIT D-3

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