



# COUNTY OF SANTA CRUZ

General Services Department  
Purchasing Division

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## Request for Proposal (RFP) #23P3-013

FOR

*Corrections Health Services*

Question Deadline	5:00 PM; Pacific Time, January 19, 2024 Submit questions by email to Contact Person
<b>Submittal Deadline</b>	<b>5:00 PM, Pacific Time, February 08, 2024</b> Proposal must be submitted by this Deadline.
Submittal Location	General Services Department - Purchasing Division 701 Ocean Street, 3 <sup>rd</sup> floor, Room 330 Santa Cruz, CA 95060
Contact Person	Shauna M. Soldate, Senior Buyer Email <a href="mailto:Shauna.Soldate@santacruzcountyca.gov">Shauna.Soldate@santacruzcountyca.gov</a> Phone (831) 454-2526 Fax (831) 454-2710

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**SECTION I. INVITATION**

The County of Santa Cruz (County) invites sealed proposals for Corrections Health Services from fully licensed, insured, bonded, certified contractors to furnish all labor, tools, equipment, and incidentals required to provide medical services as described in this Request for Proposal for incarcerated persons for the County of Santa Cruz. The selected vendor must possess all permits, licenses and professional credentials necessary to provide and perform services as specified herein.

Established in 1850 as one of the state's original 27 counties, the County of Santa Cruz was originally called Branciforte. The name was later changed to Santa Cruz, which is "holy cross" in Spanish. The County of Santa Cruz geographically is the second smallest county within the State of California yet it has one of the largest unincorporated area populations. The 2022 estimated population for the County of Santa Cruz by the U.S. Census Bureau was 264,370. The County encompasses an urban service area of 440 square miles.

**SECTION 2. INSTRUCTIONS TO RESPONDENTS**

2.1 Preparation of Proposal

Respondents shall submit the completed Request for Proposals (RFP) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent's name, RFP number and page number. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. Proposals must be completed in ink, typewritten, or word-processed.

2.2 RFP Documents

Refer to Section 5 - Official Proposal Form.

2.3 RFP Process Schedule

a. The following is an anticipated RFP and engagement schedule. The County may change the estimated dates and process as deemed necessary.

The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date
BOS Approval	01/09/2024
Advertise RFP - Sentinel	01/09/2024 01/16/2024
Release RFP	01/09/2024
Question Deadline	01/19/2024
Dissemination of Answers	01/30/2024
Deadline for Submittals	02/08/2024
Tentative Award	March 2024
Contract Negotiation	March - April 2024
Board Approval of Contract	June 2024
Contract Start Date	07/01/2024

2.4 Submission of Proposal

a. Respondent shall submit one (1) hardcopy original signed in blue ink and marked "ORIGINAL" and one (1) electronic copy (USB drive) of the completed proposal as specified herein.

b. Responses to the RFP shall be delivered in a sealed envelope, clearly marked **RFP #23P3-013**, addressed to:

GSD - Purchasing Division  
Attn: Shauna Soldate  
701 Ocean Street, Room 330  
Santa Cruz, CA 95060

c. The deadline to submit proposals is **February 08, 2024, at 5:00 PM PST.**

2.5 Public Opening of Proposals

There will be NO public opening for this RFP. Proposals will be available to the public for review only after the award of the contract.

2.6 Multiple Proposals

Only one Proposal will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one Proposal.

2.7 Late Responses

All responses to the RFP must be delivered in person or received by mail no later than **February 08, 2024, at 5:00 PM PST**. Respondent will be solely responsible for the timely delivery of his Proposal. Proposals will not be accepted after the deadline will be returned unopened.

2.8 Point of Contact

All questions regarding this RFP shall be submitted in writing to the Contact Person or their authorized designee. No other individual has the authority to respond to any questions on behalf of the County. Failure to adhere to this process may disqualify the Respondent.

2.9 On Site Inspection

On site inspection of Respondent's facilities may be performed by the County and an evaluation committee to ascertain that facilities and equipment are in accordance with the requirements and intentions of the specifications.

2.10 Non-Collusion Declaration

Respondent shall execute a Non-Collusion Declaration on the form furnished by the County as Exhibit D.

2.11 References

Respondent shall complete and submit Exhibit B – Customer References with Proposal. The County reserves the right to check any or all references:

1. Necessary to assess a prospective Respondent's past performance;
2. Pertaining to similar projects that demonstrate experience that is relevant to the RFP scope of work; and/or
3. Explicitly specified in the proposal or that result from communication with other entities involved with similar projects, including other industry sources and users of similar services, or others known to County.

2.12 Proposal Evaluation Criteria

A. It is the County's intent to select the most responsive and responsible Respondent(s) that offer(s) the County the greatest value based on an analysis involving several criteria, including but not necessarily limited to the following:

<b>Evaluation Criteria</b>		<b>Points</b>
1.	Proposal content: RFP criteria are met and well defined.	<b>20</b>
2.	Quality of Response: RFP criteria are met and well defined.	<b>20</b>
3.	Staffing Patterns: Staffing in accordance with RFP requirements.	<b>10</b>
4.	Corporate/Organizational Stability: Audited financial statements demonstrate stability.	<b>10</b>
5.	Experience	
	- Proposer has a minimum of five (5) years' experience in correctional health care with an ADP of 300+.	<b>5</b>
	- Proposer has experience in California correctional facilities.	<b>10</b>
6.	Cost	<b>15</b>
7.	References	<b>10</b>
	<b>Total</b>	<b>100</b>

B. A committee of County employees will evaluate all RFPs and select the Respondent who best meets the needs as set forth in this RFP, is the best qualified and is best able to provide the requested services. Evaluation of the RFPs shall be within the sole judgment and discretion of the Purchasing Division. County reserves the right to

reject any or all RFPs. Award of contract is contingent upon approval from the Santa Cruz County Board of Supervisors and funding availability.

2.13 Cost of Service

The County reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed-to costs and cash discounts are to be firm through the first term of the contract. If renewed on expiration, rates may be adjusted by mutual agreement. Any increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland, and Hayward, CA area for the twelve (12) months preceding the agreement's expiration date, plus the annual Living Wage increase. A subsequent CPI and/or materials cost decrease shall be passed on to the County.

2.14 Reservations

County reserves the right to do the following at any time:

- A. Reject any and all proposals without indicating any reasons for such rejection;
- B. Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFP or any RFP procedure or any subsequent negotiation process;
- C. Terminate the RFP and issue a new RFP anytime thereafter;
- D. Procure any services specified in the RFP by other means;
- E. Extend any or all deadlines specified in the RFP by issuance of an addendum (addenda) at any time prior to the deadline for submittals;
- F. Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the proposal or by other means or other information available to County;
- G. Reject the proposal of any Respondent that is in breach of or in default under any other agreement with County;
- H. Reject any Respondent County deems to be non-responsive, unreliable, or unqualified;
- I. Accept all or a portion of a Respondent's proposal;
- J. Negotiate with any or no Respondents; and
- K. Terminate failed negotiations with any Respondents without liability and negotiate with other Respondents.

2.15 Notification of Withdrawal of Proposal

Proposals may be modified or withdrawn prior to the date and time specified for submission by an authorized representative of the respondent or by formal written notice. All proposals not withdrawn prior to the response due date will become the property of the County of Santa Cruz.

2.16 Interpretation

Should any discrepancies or omissions be found in the RFP, or doubt as to its meaning, the respondent shall notify the Buyer in writing at once (e-mail is acceptable). The Buyer may issue written instructions or addenda to all participants in this RFP process. No oral statement of interpretation by County staff shall be binding. Questions must be received at least by the Question Deadline. All addenda issued shall be incorporated into the Contract.

2.17 Pre-Award Conference

If requested by Purchasing, successful Respondent(s) shall meet with the County representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed Contract.

2.18 Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the contract agreement must be executed by both parties.

2.19 Respondent Responsibility and Performance

- A. It is the responsibility of Respondent to read ALL sections of this RFP prior to submitting a proposal.
- B. Respondent shall confirm compliance with all RFP specifications, requirements, terms and conditions. Respondent shall provide, on company letterhead in attachment form, a detailed explanation including the RFP section and paragraph number for each instance of non-compliance.
- C. Failure to comply with the RFP requirements provided herein could result in disqualification.
- D. County may at its sole discretion elect to not reject a proposal due to an error, omission, or deviation in the proposal. Such an election by County will neither modify the RFP nor excuse Respondent from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.
- E. County will consider Respondent to be the sole point of contact with regard to all contractual matters.
- F. Respondent shall provide the services of one (1) or more qualified and dedicated contract manager(s) who will ensure that the services provided under the awarded contract are satisfactory.

2.20 Respondent Qualifications

Respondent shall provide the following information/documentation in attachment form as indicated including reference to the applicable RFP paragraph number.

- A. Experience: Respondent shall be an established entity that has conducted business of the nature specified herein for at least two (2) years. Respondent shall provide a brief statement of company background including years in business and experience of support staff.
- B. References: Respondent shall provide customer references and request and provide personal and business references. Refer to Exhibit B – Customer References.
- C. Licenses and Permits: Respondent shall possess and provide copies of business licenses and/or permits, including a Fictitious Business Name Statement from the County of Santa Cruz, as applicable. Respondent shall submit copies of all applicable licenses.
- D. Other Information: Respondent shall provide sample pricing for instruction and supply/equipment rentals. Respondent may also provide any other information deemed appropriate.

2.21 Addenda

- A. These documents may not be changed by any oral statement. Changes to these documents will be by written addenda issued by the Buyer or their designee.
- B. Addenda will be posted on the [General Services Department website](#). If/when necessary, the Buyer will email addenda to all known Respondents of record.
- C. Respondents shall be responsible for ensuring that their proposals reflect any and all addenda issued by the Buyer or their designee prior to the Deadline for Proposals regardless of when the proposals are submitted. All addenda issued shall be incorporated into the contract awarded as a result of this RFP.



2.22 Proprietary Information

Proposals will be subject to public inspection in accordance with the California Public Records Act (CPRA). To protect proprietary information, if any, Respondent must clearly mark proprietary information as such, submit it in a separate sealed envelope and only reference it within the body of the proposal. Respondent should not include in the proposal any material that Respondent considers confidential but that does not meet CPRA disclosure exemption requirements. Respondent shall be responsible to defend and indemnify the County from any claims or liability to compel disclosure of any part of its proposal claimed to be exempt from disclosure.

2.23 Protests and Appeals Procedures

Refer to Exhibit E – Protest and Appeals Procedures.

**SECTION 3. STATEMENT OF WORK, SPECIFICATIONS**

3.1 Scope

It is the intent of the County to award all services specified herein to a single contractor.

If your firm is capable of providing most services, but not all, you may bid on as many services as possible and indicate why you cannot provide the other services.

The County maintains the right, as it may deem necessary, to add or delete services to this contract, by thirty (30) day written notice, in order to accommodate any future County offered programs or as a result in the reduction in County funds. Requests for increase in services will be negotiated with the successful bidder based on the hourly rates provided in the accepted proposal.

3.2 Description of Current Services

Santa Cruz County ("County") has two hospitals; Dominican Hospital located at 1555 Soquel Drive, Santa Cruz, CA, and Watsonville Community Hospital located at 75 Nielson, Watsonville, CA.

The Santa Cruz County Sheriff's Office's Corrections Bureau ("Corrections Bureau") operates four open adult jail facilities: Main Jail located at 259 Water Street, Santa Cruz, CA, Blaine Street Jail located at 141 Blaine Street, Santa Cruz, CA, Rountree Medium Security Jail (Rountree) and Rountree Rehabilitation and Re-entry Facility (R & R) located at 90 Rountree Lane, Watsonville, CA.

In 2022, the Corrections Bureau received 7,706 arrestees and had a combined average daily incarcerated person population of 348. The combined state-rated incarcerated person capacity for all four facilities is 511.

The Main Jail is the largest of the adult facilities and is the receiving center for all Santa Cruz County jail bookings. The Main Jail is a maximum-security facility housing maximum, medium, and minimum-security incarcerated persons. The 2022 average daily incarcerated person population for the Main Jail was 278. The Main Jail has a medical unit and three (3) safety cells. The medical unit includes exam rooms, holding rooms, medical office space, dental office, and a 12-bed observation unit. The 12-bed observation unit provides housing for incarcerated persons with serious medical and/or mental health conditions. Many scheduled routine medical and dental services are conducted inside the medical unit. Corrections staff transport incarcerated persons between housing units and the medical unit. Corrections staff assist medical personnel to dispense scheduled medication twice daily and unscheduled medication inside the Main Jail's 17 housing units.

The Blaine Street facility, adjacent to the Main Jail, is a small medium-security women's facility. Corrections staff transport incarcerated people needing medical services and/or medication to the Main Jail when practicable. Occasionally, during a medical emergency, medical staff will be required to respond to the Blaine Street facility.

The Rountree Jail and R & R are located in the unincorporated area of Watsonville and house mainly sentenced medium and minimum-security incarcerated persons. The 2022 average daily incarcerated person population was 70. The Rountree Jail has an onsite medical exam room, office space, and holding rooms. Onsite medical service is currently available 24 hours per day. A new dental room is currently in process to be

completed soon. Additional medical services at all facilities may be provided through telemedicine.

<b>Statistical Information for 2022:</b>
Monthly average of incarcerated persons on medication in all facilities: 238
Number of medications dispensed: 308,093
Number of incarcerated persons seen by a Physician at scheduled sick call: 2,179
Number of incarcerated persons seen by a Physician Assistant (PA): 169
Number of incarcerated persons seen by a Nurse (RN) at scheduled sick call: 3,582
Dental sick call total: 732
Number of incarcerated persons screened on 10-14 day evaluation: 517
Number of incarcerated persons booked: 7,706
Number of incarcerated persons screened before retention and housing: 4,511

All booked persons receive an initial medical screening. All persons that will be housed receive a thorough medical and mental health (by a mental health professional) screening prior to placement in housing.

Currently the County of Santa Cruz is contracted with a vendor that provides medical, mental/behavioral health and dental services to incarcerated persons at its adult correctional facilities.

### 3.3 Description of Proposed Services

The selected medical provider shall be responsible to develop, implement and maintain methods and procedures and otherwise comply with National Commission on Correctional Health Care (NCCHC) standard of care, the requirements of California Code of Regulations (CCR) Title 15 and Title 24, as well as all other applicable laws and regulations, including but not limited to the items outlined in the proposed services. These standards and requirements include such items as: individualized treatment plans, vermin control, care of pregnant and lactating women, management of communicable diseases, decision making related to special need incarcerated persons, direct orders, use of restraints, standardized procedures, outpatient care, continuity of care, incarcerated persons in segregation, safety cell services, health promotion, and disease prevention. In addition, Contractor shall provide all mental/behavioral health services, including but not limited to, mental health and substance use disorder screening and treatment, crisis assessment, counseling, and all medication management. All contractor-provided health care services, operational activities, and administrative/management practices shall be provided by Contractor in conformance with NCCHC, CCR Title 15 and Title 24 and all applicable laws and regulations. Contractor shall maintain accredited and legally compliant health care (including mental health care) programs at the Main Jail and Rountree facilities.

#### A. Responsibility for Health Care Services – 15 CCR § 1200

Explain how Contractor will manage the following:

1. Ensure the provision of emergency and basic health care services to all incarcerated persons.
2. Ensure the medical, dental care and mental/behavioral health matters involving clinical judgments are the sole province of the responsible physician, physician's assistant, nurse practitioner, dentist, and psychiatrist or psychologist.

#### B. Health Services Audits - 15 CCR § 1202

Explain how contractor will manage the following:

1. Assess annually the quality and adequacy of health and pharmaceutical services.
2. Audit annually the quality and adequacy of health and pharmaceutical services.
3. Prepare and submit an annual written report that includes corrective actions related to findings identified in the audit.

4. Submit, no later than the 15th day of the following month, a statistical report on the previous month's activities to include:
    - a. Clinical visits by specialty or provider type
    - b. Health assessments
    - c. Intake screenings
    - d. Dental services
    - e. In-patient admissions
    - f. Off-site specialist services
    - g. Ancillary services
    - h. Segregation visits
    - i. Emergency room visits
    - j. Ambulance transports
    - k. Medication administration
    - l. Additional statistics as specified by the County.
  5. Submit a monthly report identifying incarcerated person grievances, a description of complaints and an explanation of circumstances and actions taken.
- C. Health Care Staff Qualifications - 15 CCR § 1203  
Explain how Contractor will manage the following:
1. Maintain verification of licenses, certifications, and credentials. All requirements shall be on file in the facility where they are available for review.
  2. Ensure all personnel function only within their scopes of practice and that personnel have the education, training, and experience applicable to the services they provide.
  3. Procedures shall be established to develop, maintain, and periodically review credentials and clinical privileges of individual physicians and mid-level practitioners who provide diagnostic and treatment services at least every two years.
  4. Obtain and maintain professional accreditation with NCCHC.
- D. Health Care Staff Procedure - 15 CCR § 1204  
Explain how Contractor will manage the following:
1. Develop and implement direct orders, protocols, and standardized procedures as necessary to provide medical, dental, mental/behavioral health services.
  2. Train personnel to provide medical, dental, mental/behavioral health in accordance with the direct orders, protocols, and standardized procedures developed.
  3. Codify such procedures in writing, and review and update at least annually.
- E. Medical and Mental/Behavioral Health Records - 15 CCR § 1205  
Explain how Contractor will manage the following:
1. Maintain all incarcerated person medical records and act as custodian for active and inactive medical records.
  2. Adhere to all laws relating to confidentiality of medical records.
  3. Maintain the medical record history in a computerized format compatible with existing County systems.
  4. Ensure medical records include separate medical and mental/behavioral health sections.
  5. Sheriff's Office will be given unrestricted access to all medical records and records shall be made available to County Health Officer or their designee upon request.
- F. Medical and Mental/Behavioral Health Care Procedures Manual - 15 CCR § 1206  
Explain Contractor's experience in developing policies as follows:

1. Develop and maintain up-to-date, site specific written policy, procedure, protocol, and reference manuals in compliance with NCCHC standards and CCR, Title 15, and all other applicable laws and regulations.
  2. Review and revise as necessary each policy, procedure, and protocol at a minimum annually.
  3. Obtain concurrence from the County before implementing new policies and/or procedures or revising existing policies and procedures.
- G. Management of Communicable Diseases in a Custody Setting – 15 CCR § 1206.5 (See also Health and Safety Code § 121070)  
Explain how Contractor will manage the following:
1. Develop, train, and implement a written plan to address the identification, treatment, control, and follow-up management of communicable diseases in the adult detention facilities.
  2. Provide the protocol(s) for identifying sexually transmitted infections (STI) and human immunodeficiency virus (HIV) and treatment responsibilities for incarcerated persons, per 15 CCR § 1206.5 requirements.
  3. Set forth in writing, policies, and procedures in conformance with applicable local, state and federal law including the reporting of communicable diseases included in Title 17 CCR §2500, §2593, §2641.5- 2643.20, and §2800-2812.
  4. Explain Contractor's experience in developing plans pertaining to communicable diseases.
  5. Coordinate with Sheriff's Office and Santa Cruz County Health Services Agency to accomplish items 1 through 3 of this subsection.
- H. Medical Receiving Screening - 15 CCR § 1207  
Explain how Contractor will manage the following:
1. A screening shall be completed on all incarcerated persons at the time of intake, with the exception of them transferred directly within a custody system with documented receiving screening. This screening shall be completed in accordance with Contractor's written procedures and shall include, but not be limited to, medical and mental health problems, developmental disabilities, tuberculosis, STI, HIV and other communicable diseases. Provide a plan on how the Contractor will pay for the use of an outside provider when Contractor intake staff are unavailable to perform screenings.
  2. Provide a detailed plan for intake screening in accordance with NCCHC and Title 15 standards.
  3. Contractor shall develop and utilize a written plan to provide care for any incarcerated person who appears at this screening in need of or who requests medical, mental/behavioral health, or developmental disability treatment.
  4. Must be able to seek medical insurance reimbursement for eligible pre-release services as the State Mandates become effective. This includes but is not limited to pre-release service planning and coordination.
  5. Include all preventative services, as defined by the United States Preventive Services Task Force. These are the gold standards for preventive health care, and strongly evidence based. Vaccinations according to the CDC's Advisory Committee on Immunization Practices should be included.
  6. Provide a plan to conduct opt-out screening and testing, as well as treatment, for STI and/or HIV.
  7. Ensure that intake health screenings are performed by licensed health professionals.
  8. Respond to referrals and requests for assessment, examination, and evaluation within an approved timeframe by County regardless of who performs the screening.

9. Recommend incarcerated person housing and handling requirements and provide follow-up care as applicable.
- I. Access to Treatment- 15 CCR § 1208  
Explain how Contractor will:  
Develop and implement a plan to identify, assess, treat, and/or refer incarcerated persons who appear to be in need of medical, mental/behavioral health or developmental disability treatment and attain County's approval of same. Provisions shall be made by Contractor to assure that non-English speaking incarcerated persons understand how to obtain healthcare. Describe how the Contractor has successfully implemented this process for other agencies.
- J. Mental/Behavioral Health Services – 15 CCR § 1209  
Explain how Contractor will manage the following:
  1. The provision of health services sufficiently coordinated such that care is appropriately integrated, medical and mental/behavioral health needs are met, and the impact of any of these conditions on each other is adequately addressed.
  2. Contractor shall establish policies and procedures to provide mental/behavioral health services and attain the approval of County.
  3. Describe comprehensive Mental/Behavioral care services for incarcerated persons housed at the Santa Cruz County Sheriff's Correctional facilities. Specific services provided on-site by the selected bidder must include, but not be limited to:
    - Identification and referral of incarcerated persons with mental/behavioral health needs
    - Mental/behavioral health treatment programs provided by qualified staff, including telehealth.
    - Crisis assessment, crisis intervention services and disposition planning services.
    - Basic mental/behavioral health services provided to incarcerated persons as clinically indicated.
    - Participation in discharge planning and warm hand-off to community-based providers, as detailed by new state law (California Advancing and Innovating Medi-Cal [CalAIM], AB 133).
4. General
  - a. Incarcerated person referrals for services: Provide intake assessments as referred by Corrections, Medical staff or the self-referral process.
  - b. Court assessment request: As requested by the courts, provide mental/behavioral health assessments that include recommendations for local treatment.
  - c. Crisis Intervention Team (CIT) meetings: Participate in the daily CIT meetings, to provide updates on mental/behavioral health needs of incarcerated persons. Attendance at meetings shall include participation of Contractor's staff to report on issues of concern and cooperate on an ongoing basis.
  - d. Housing unit rounds: Participate in Corrections housing unit rounds along with Corrections and medical staff. Housing unit rounds are completed 3 times per week for all housing units to identify any incarcerated persons that require additional services.
  - e. Referral to specialty Mental/Behavioral Health Services: Coordinate with Santa Cruz County Health Services staff to secure incarcerated person services regarding eligibility screening/intake and referral to programs and resources for incarcerated person care and discharge. Healthcare & Mental

Healthcare Discharge Planning is imperative, with each released person receiving follow-up instructions and education both verbally and in writing.

- f. Title 15 requirements: Contractor is required to Comply with all Title 15 requirements related to Medical, Mental/Behavioral Health and Crisis related service operation within the correctional facilities.
- g. NCCHC accreditation: Comply with all terms and conditions required for National Commission on Correctional Health Care (NCCHC) standard of care related to Healthcare, Mental/Behavioral Health and Crisis related services to acquire accreditation. The proposed timeline for the accreditation process will be submitted with the proposal and negotiated during the contract negotiations.

5. Crisis Services

- a. Safety Assessments: Mental/Behavioral Health assessments shall be performed to evaluate designated incarcerated persons that appear to be at risk of harming themselves or others. These assessments will occur 7 days per week.
- b. 5150 assessments: Collaborate with Santa Cruz County Behavioral Health staff to assess and provide recommendations for 5150 incarcerated persons to be involuntary detained for transfer to the Santa Cruz County Behavioral Health Center Crisis Stabilization Program, or Psychiatric Health Facility. These are incarcerated persons who present a danger to themselves or others or have a grave disability and have served the duration of their jail term.
- c. Crisis Assessment: Provide crisis assessment, intervention and aftercare services for incarcerated persons experiencing a mental/behavioral health crisis.
- d. Daily "O" Medical Unit rounds/brief assessments: Assess incarcerated persons and provide a daily review of their cases. Coordinate with Sheriff's Office Corrections staff to ensure the medical unit is utilized for incarcerated persons who are experiencing a serious medical condition or significant psychiatric symptoms that require on-going supervision and treatment.
- e. General Housing unit safety assessments: Provide assessments as referred by Corrections, Medical staff, or the self-referral process. Incarcerated persons who may have a mental/behavioral health condition that is not functionally debilitating are housed in the general population units.
- f. Safety cell assessments: Evaluate and provide assessments for incarcerated persons who have been placed in a safety cell.

6. Psychiatry

- a. Medication assessment: Assess individuals who may have a mental/behavioral health condition that is not functionally debilitating. Respond to requests for incarcerated persons that experience difficulties with depression, anxiety, PTSD or other conditions. Incarcerated persons may be referred by Sheriff's Office staff, medical staff or the self-referral process.
- b. 1217 procedures: Provide assessments and work with a psychiatrist to complete the necessary procedure. Once an incarcerated person refuses to take medication that is recommended, a 1217 procedure can be initiated. This order is only pursued if the incarcerated person's level of functionality is severely diminished and meets the criteria of imminent harm to self or others.

- c. On-call after-hours for psychiatry service: Provide on-call psychiatry services for emergent medication orders and the need for 1217 order.
  - d. Collaboration with Santa Cruz County Behavioral Health Services for purposes of facilitating and providing aftercare and referrals for a successful transition.
7. Options for additional services
- a. Mental/Behavioral Health treatment unit: Describe individual Mental/Behavioral Health treatment plans for a full treatment unit. Provide an example of an existing plan.
  - b. Incarcerated person programs: Provide an example of a program plan that supports Mental/Behavioral Health care treatment plans.
- K. Individualized Treatment Plans - 15 CCR § 1210  
Explain how Contractor will manage the following:
1. For each incarcerated person treated by the service provider, a written treatment plan shall be developed. The custody staff shall be informed of the treatment plan, when necessary, to ensure coordination in the ongoing care.
  2. For each incarcerated person treated for health conditions for which additional treatment, special accommodations and/or a schedule of follow-up care is/are needed during the period of incarceration, responsible health care Contractor shall develop a written treatment plan. The custody staff shall be informed of the treatment plan, when necessary, to ensure coordination in the ongoing care. This treatment plan shall include referral to Santa Cruz County Behavioral Health for treatment after release from the facility when recommended by treatment staff. Describe how Contractor has successfully implemented these processes for other agencies.
- L. Sick Call - 15 CCR § 1211  
Explain how Contractor will manage the following:
1. Ensure a Family Nurse Practitioner, Physician Assistant or Physician conducts sick call a minimum of five days a week at the Main Jail and Rountree Jail facilities.
  2. Establish written policies and defined procedures that require that incarcerated persons' health care requests are documented and processed 7 days per week.
  3. Perform triage daily on incarcerated person requests. Triage may be conducted by a registered nurse or licensed vocational nurse, within their scope of practice.
  4. Conduct sick calls in designated areas of the facility clinic or housing units, allowing as much privacy as security permits.
  5. Schedule incarcerated persons to be seen at sick call as soon as possible, as medically indicated, but not longer than the third sick call after request or no later than 2 weeks after initial request.
  6. Conduct medical evaluations to determine medical eligibility for transfer among facilities, custody alternatives and other correctional and rehabilitative programs.
- M. Detoxification Treatment - 15 CCR § 1213 (See also 15 CCR § 1056 Use of Detoxification Cell and Health and Safety Code § 11222)  
Provide Contractor's plan to address the following:
1. The responsible physician shall develop written medical policies on detoxification which shall include a statement as to whether detoxification will be provided within the facility or require transfer to a licensed medical facility. The facility detoxification protocol shall include procedures and symptoms necessitating immediate transfer to a hospital or other medical facility. Facilities without medically licensed personnel in attendance shall not retain incarcerated persons



undergoing withdrawal reactions judged or defined in policy, by the responsible physician, as not being readily controllable with available medical treatment. Such facilities shall arrange for immediate transfer to an appropriate medical facility.

2. Medical staff assess incarcerated persons upon admittance or within one hour of placement and prior to release from a detoxification cell.
3. The sobering cell described in 24 CCR § 1231.2.4, shall be used for the holding of incarcerated persons who are a threat to their own safety or the safety of others due to their state of intoxication and pursuant to written policies and procedures developed by the facility administrator. Such incarcerated persons shall be removed from the sobering cell as they are able to continue in the processing. In no case shall an incarcerated person remain in a sobering cell over six hours without an evaluation by a medical staff person or an evaluation by custody staff, pursuant to written medical procedures in accordance with section 1213 of these regulations, to determine whether the prisoner has an urgent medical problem. At 12 hours from the time of placement, all incarcerated persons will receive an evaluation by responsible health care staff. Intermittent direct visual observation of incarcerated persons held in the sobering cell shall be conducted no less than every half hour. Such observation shall be documented.
4. Full scope substance use disorder (SUD) treatment, including the full range of medication.
5. Medically Assisted Treatment (MAT). Both continuation and initiation of MAT services should be offered to every SUD-impacted person. Nasal naloxone education and instruction should be offered to every incarcerated person at every opportunity, and naloxone should be given to every at-risk person at discharge.

#### Components of Medically Assisted Treatment (MAT)

- a. Screening and assessments: policies and procedures in place to screen and assess individuals for substance use disorders (SUD) and appropriateness for MAT.
  - b. Appropriate medications: capability of staff and facility to provide MAT, making available all FDA-approved pharmacotherapy based on individual need.
  - c. Therapeutic programming: provision of therapeutic programming (such as relapse prevention counseling, cognitive-behavioral therapy, etc.) in addition to MAT medications.
  - d. Comprehensive re-entry support prior to release: re-entry planning in place to ensure individuals are able to access affordable MAT and other health care treatments upon release. Emergency naltrexone education and training prior to release, with provision of naltrexone upon release.
  - e. Transition to and from community-based care: allow individuals who already receive MAT through a community-based provider to continue that treatment during the time of incarceration. Policies should ensure that incarceration does not disrupt or reduce compliance with MAT. Link participants with community-based MAT providers, prior to release, through "in-reach" services, where the provider may establish a relationship and schedule a follow-up appointment for the individual to attend immediately after release.
  - f. Ensure 30-day supply of medication is provided upon release, per state CalAIM requirements.
6. Perform detoxification services under medical supervision for all incarcerated persons who may withdraw or who are undergoing withdrawal from drugs or alcohol.

7. Input and delete codes in the County's automated system for incarcerated persons placed on and removed from checks or protocols for alcohol or drug withdrawal.
  8. Arrange for and provide methadone maintenance when medically indicated and continue methadone treatment as they enter licensed community maintenance programs in accordance with the Health and Safety Code.
- N. Dental Care - 15 CCR § 1215  
Provide Contractor's plan to address the following:
1. Provide routine and emergency dental services to incarcerated persons at the Main Jail, Blaine Street, and Rountree facilities.
  2. Prioritize incarcerated persons' requests for dental services and schedule a dental appointment as soon as possible, as medically indicated.
- O. Pharmaceutical Management and Durable Medical Equipment (DME)- 15 CCR § 1216  
Provide Contractor's plan to address the following:
1. Administer (store, secure use and dispense) all prescribed medications and pharmaceuticals in accordance with all applicable laws, guidelines, policies and procedures, and accepted community standards.
  2. Contractor's medical staff to dispense medications to the Main Jail, Blaine Street, and Rountree Jail housing units twice daily during medication rounds that are scheduled in coordination with other County detention facility activities.
  3. Contractor with the approval of the Sherriff's Office will determine which over-the-counter medications will be sold to incarcerated persons. (Incarcerated persons may purchase certain over-the-counter medications.)
  4. Maintain written policies and procedures allowing select incarcerated persons to self-administer prescribed medications and ensure compliance with established custody rules.
  5. Have a pharmacist dispense medications with specific patient instructions that address frequency of administration and contain appropriate warning labels.
  6. Monitor incarcerated person self-administered medications and perform compliance checks. Contractor shall be responsible to fully document and coordinate these tasks with Corrections staff.
  7. Contractor shall be responsible for providing an on-site pharmacy.
  8. Describe your plan to adhere to requirements related to the CalAIM Justice-Involved, including but not limited to: offering of approved medications per the Medi-Cal formulary, medications upon release, and DME upon release.
  9. Contractor is responsible for costs of any medications they prescribe.
- P. Psychotropic Medications - 15 CCR § 1217  
Provide Contractor's plan to addresses the following:
1. Develop written policies and procedures governing the use of psychotropic medications dispensed within County jail facilities.
  2. Develop emergency medication protocol for incarcerated persons determined, by a physician, to be dangerous to themselves or others by reason of mental disorders.
  3. Dispense to incarcerated person's psychotropic medication appropriate to their illnesses on an emergency basis.
  4. Describe your process to support continuity of treatment plans for patients with long-term psychotropic medication usage, as they transition between community and custody settings.
  5. Contractor is responsible for costs of any medications they prescribe and will be on-call for after hour medication orders of a psychiatric nature.

Q. Health Inventory and Communicable Disease Screening

Health Inventory and Communicable Disease Screening tool must be reviewed and approved by the County. The County reserves the right to make edits to this tool.

Provide Contractor's plan to address the following:

1. Ensure that only specifically trained staff members with appropriate licensure complete health inventories.
2. Identify and perform health inventories and communicable disease screenings on all incarcerated persons prior to their being in custody for 14 calendar days, required by NCCHC standards.
3. Complete the health inventory utilizing a gender specific health history form. All lab tests, including a TB test, will be conducted per NCCHC guidelines, or as medically indicated.
4. Work with County to coordinate, provide and administer COVID-19 testing and vaccinations.
5. Provide tests as medically indicated based on symptoms, exposure, etc.

R. Food Handlers - 15 CCR § 1230 County will provide lists of incarcerated persons trained on California Department of Public Health food safety standards and designated to work in the facilities' kitchens. Contractor shall provide to County a written assessment and evaluation for each designated incarcerated person pertaining to his/her clearance to work in food services.

S. Medical Diets - 15 CCR § 1248

Provide Contractor's plan to address the following:

1. Evaluate the need for and prescribe medically required special diets for incarcerated persons as appropriate.
2. Follow-up with incarcerated persons who refuse their prescribed special diet meals.
3. Coordinate with County and food services management regarding the types of special medical diets available to incarcerated persons.
4. Maintain and update (add/delete as applicable) special medical diet information in the County's computerized system.

T. Use of Safety Cell - 15 CCR § 1055 (See also 15 CCR § 1058 Use of Restraint Devices)

Provide Contractor's plan to address the following:

1. Observe and authorize incarcerated person placements in safety cells and restraint chairs in accordance with County policies and procedures and CCR-Title 15 standards.
2. Review an incarcerated person's retention in a restraint chair every hour and an incarcerated person's retention in a safety cell every 6 hours. Mental/Behavioral Health Contractor will clear incarcerated person releases from the safety cell.
3. Perform other medical checks according to County approved schedules.

U. Administrative Meetings and Reports

Contractor shall chair periodic administrative meetings attended by Medical and Mental/Behavioral Health services Contractor, and County staff, which shall be held no less frequently than quarterly, but which may be held monthly at County's option.

V. Quality Management Program

Provide Contractor's plan to address the following:

1. Implement a comprehensive Quality Improvement Program, addressing how recommendation and assistance with any changes, policy updates, legal update, best practices, or compliance changes in NCCHC Standards, or other applicable

laws or standards for the entire duration of any contract will be addressed. Include details regarding sentinel event review process.

2. The Quality Improvement Team will be required to collect, maintain, and share data. Please describe how you will provide these services.
  3. Perform at a minimum, quarterly mental/behavioral health service audits of the incarcerated person medical, and mental/behavioral health charts to insure adherence to Title 15, NCCHC, and any other applicable standards. Written summaries of the audits shall be provided to the Sheriff's Office each quarter and findings from all audits shall be submitted in an annual report. Please describe how you will provide these services.
  4. Please describe if and how you would utilize external resources for quality management, including but not limited to medical chart reviews and benchmarking.
- W. Medical Transportation  
County will provide non-emergency transportation to the extent appointments can be scheduled during the on-duty hours of the designated deputies or correctional officers.
- X. Staff Development and Training  
Provide Contractor's written plan for staff development that includes at minimum an orientation program, skills and competencies assessment and training, protocol and standardized procedures training, and an annual in-service training plan.
- Y. Basic Training for Correctional Personnel
1. Contractor shall provide up to four (4) hours of annual training for all correctional officers concerning various health and mental/behavioral health care issues in the facilities. Such training will be jointly developed and scheduled at mutual convenience and may include subjects such as symptoms and signs of withdrawal, suicide prevention planning, naloxone administration, seizures, diabetes, and any other required training.
  2. Contractor shall include a sample training program developed and currently utilized in another public agency.
- Z. Medical, Mental/Behavioral Health, and Dental Services Staffing Plan
- Staffing plans shall meet or exceed NCCHC accreditation standards.
  - Provide medical health staffing 24 hours per day, 7 days per week, at Main Jail and Rountree facilities.
  - Provide medical and mental health staff at intake at the Main Jail, 24 hours per day for 7 days per week, to administer both medical and mental health assessments.
  - Provide on-site dental health staff at the Main Jail for a minimum of 3 days per week.
  - Provide mental/behavioral health staffing at the Main Jail for 24 hours per day for 7 days per week.
  - Provide at a minimum, one bilingual staff person per shift – Spanish speaking abilities required.
  - Proposals shall clearly identify all staff required to perform the services as described in this RFP. List the types of staff and their required certifications and the roles that each staff member will be performing. Describe how each staff member identified will be assigned to provide coverage in all County jail facilities. Included a 24-hour, 7-day staffing plan.

- Explain how vacant shifts are filled and how reporting shortages/vacancies to County staff will be provided. Plans need to address how relief (coverage for sick, vacation, or any other factors) will be provided. In the event of staff shortages, Contractor shall be responsible for the timely provision of adequately qualified replacements.
- Contractor shall track all staff hours worked, as well as hours not provided. Contractor shall provide a monthly statistical report showing staffing fill rates, with reconciliation of staff assignments comparing budgeted, assigned, and staffed.

#### AA. Transition plan

Describe experience related to transitioning services from existing provider of services and how you will provide services that support CalAIM requirements for pre-release care coordination and warm hand-offs to community-based providers (AB 133). Include a detailed sample transition plan and timeline.

#### BB. Emergency Services

Develop written policy and define procedures that include on call physician and licensed mental/behavioral health professional personnel for consultations to nursing staff and to provide onsite assessments and treatments as required twenty-four (24) hours per day, seven days per week.

#### CC. Other Services

Contractor shall describe the process it will use to provide the following services, while adhering to NCCHC standards and CCR Title 15 Guidelines:

1. Responsibility for Health Care Services – CCR § 1200
2. Health Service Audits – 15 CCR § 1202
3. Health Care Staff Qualifications – 15 CCR § 1203
4. Health Care Staff Procedure – 15 CCR § 1204
5. Health Care Records – 15 CCR § 1205
6. Health Care Procedures Manual – 15 CCR § 1206
7. Management of Communicable Diseases in a Custody Setting - 15 CCR § 1206.5
8. Medical Receiving Screening - 15 CCR § 1207
9. Special Behavioral Health Assessment – 15 CCR § 1207.5
10. Access to Treatment – 15 CCR § 1208
11. Health Care Maintenance – 15 CCR § 1208.5
12. Mental Health Services and Transfer to Treatment Facility – 15 CCR § 1209
13. Individualized Treatment Plans – 15 CCR § 1210
14. Sick Call – 15 CCR § 1211
15. Vermin Control - 15 CCR § 1212
16. Detoxification Treatment - 15 CCR § 1213
17. Informed Consent – 15 CCR § 1214
18. Dental Care – 15 CCR § 1215
19. Pharmaceutical Management – 15 CCR § 1216
20. Psychotropic Medications – 15 CCR § 1217
21. First Aid Kit(s) – 15 CCR § 1220
22. Food Handlers – 15 CCR § 1230
23. Suicide Prevention Program – 15 CCR § 1030
24. Death in Custody – 15 CCR § 1046
25. Communicable Diseases – 15 CCR § 1051
26. Behavioral Crisis Identification – 15 CCR § 1052
27. Use of Safety Cell – 15 CCR § 1055
28. Use of Sobering Cell – 15 CCR § 1056
29. Developmental Disabilities – 15 CCR § 1057

30. Use of Restraint Devices – 15 CCR § 1058
31. Support Services –
32. Decision Making – Special Needs
33. Transfer of Incarcerated persons with Acute Illnesses –
34. Access to Diagnostic Services -
35. Notification of Next of Kin -
36. Disaster Plan
37. Job Descriptions
38. Medication Administration Training
39. Incarcerated Person Workers
40. Utilization of Volunteers
41. Outpatient Medical Housing
42. Suicide Prevention
43. Health Care Philosophy
44. Reproductive Services (See also Penal Code 4023.5, 4023.6,4028)
45. Continuity of Care
46. Monitoring Incarcerated Persons in Segregation
47. Health Promotion and Disease Prevention
48. Personal Hygiene
49. Prosthesis I Assistive Devices
50. Health Care Maintenance
51. Health Care Procedures Manual (See also 15 CCR § 1206)
52. Medical Research

DD. Off Site Services

Provide Contractor's plan to address the following:

1. Arrange, coordinate, and oversee required medical/surgical inpatient hospital care, off-site specialty care, off-site clinic care, emergency room care and other health related ancillary services for those incarcerated persons who have been medically cleared and booked/remanded and physically placed in County jail facilities.
2. Coordinate and schedule off-site medical, mental/behavioral health and any dental services outside the capabilities of the on-site dental office in the Corrections medical unit for services that are requested by incarcerated persons, that are "elective" in nature, and for which incarcerated persons will be financially responsible.
3. If at any time the Contractor's staff is unavailable to process medical or mental health clearances, they will be financially responsible for the cost of any charges incurred by off-site care.

EE. Technology Requirements

1. Computers and laptops will be provided by the Sheriff's Office for network and internet access. As part of the response of the RFP, please provide technology requirements for access to any software or hosted application that will be provided.
2. All Contractor staff will be provided with a county computer logon.. Access to the jail management system will be through the provided logon. All employees of Contractor must sign the County's Acceptable Use Policy and the Email Use and Retention Policy. If Contractor is required by law or otherwise to retain Emails for a longer period of time than provided for in the County's Email Use and Retention Policy, it shall be Contractor's responsibility to ensure any such retention obligations are met.
3. In the response to the RFP, please describe the requirement for the data transfer and/or interface between your application and the Jail Management System

provided by Executive Information Services. If the solution is Cloud based, please indicate the hosting platform (i.e. Azure, AWS) and whether it is both Criminal Justice Information Services (CJIS) and HIPAA certified. If the solution is to be premise based, please provide the server and other requirements in the response. If required, please provide as part of the statement of work, the process for integrating any legacy data from the existing medical provider system into your solution.

4. Please describe how your data-sharing capabilities with community-based health and social service providers will adhere to new state mandates, such as CalAIM; including but not limited to the utilization of a closed-loop referral system and interface with health information exchanges.

**SECTION 4. STANDARD TERMS AND CONDITIONS**

The following provisions are expected to form the basis for any contract between County and successful Contractor(s).

4.1 Purpose of Contract

The purpose of Contract is to establish the terms and conditions under which Contractor shall provide the services specified herein to County.

4.2 Term of Contract

It is the County's intent to contract through 06/30/2025 with 3, 1-year extensions.

4.3 Amendment

Amendment to or modification of the terms and conditions of Contract shall be effective only upon the mutual consent in writing by the parties hereto.

4.4 Termination

County reserves the right to terminate Contract, in whole or in part, at any time, for any reason, without penalty. County shall give Contractor thirty (30) days written notice prior to the effective date of termination.

4.5 Assignment

Contractor shall not assign Contract, or any interest herein, without the written consent of County. County reserves the right to approve Contractor's assignee under whatever terms and conditions County may require. Contractor must provide County thirty (30) days written notice prior to sale of Contractor. County may elect to cancel Contract at that time. County may, at its sole discretion, permit the new owner to assume all existing Contract terms and conditions.

4.6 Licenses, Permits and Certifications

Contractor and Contractor's employees shall possess all applicable licenses, permits and certifications required by Federal, State and/or County codes and regulations and shall provide such licenses, permits and certifications to County upon request.

4.7 Compliance with Laws

Contractor shall comply with all Federal, State and local rules, regulations and laws.

4.8 Acknowledgement

Contractor shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to Contractor.

4.9 Inclusion of Documents

The RFP, all addenda and the Proposal submitted in response to the RFP shall become a part of any contract awarded as a result of the RFP.

4.10 Presentation of Claims

Presentation and processing of any or all claims arising out of or related to Contract shall be made in accordance with the provisions contained in Santa Cruz County Code Chapter 1.05, which by this reference is incorporated herein.



4.11 Off-Shore Outsourcing of Services

Contractor shall certify that all services performed on any purchase order or contract with County, either by Contractor or subcontractor(s) will be performed solely by workers within the United States.

4.12 Force Majeure

Contractor shall not be liable for any delays with respect to Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

4.13 Severability

Should any part of Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of Contract, which shall continue in full force and effect; provided that the remainder of Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

4.14 Controlling Law

Contract shall only be governed and construed in accordance with the laws of the State of California and the County, and the proper venue for legal action regarding Contract shall only be in the County of Santa Cruz.

4.15 Indemnity and Insurance Requirements

Contractor shall provide Certificates of Insurance for Liability, Automobile, and Workers' Compensation to Purchasing before Contract is signed. Insurance as specified must remain in effect throughout the entire term of Contract. Refer to Exhibit H – Insurance Requirements and Certificates.

4.16 Default

- a. In addition to its remedies under paragraph 10.4, County may, by written notice of default to Contractor, terminate Contract in whole or in part if Contractor fails to:
  1. Make delivery of the supplies or perform within the time specified herein or promised, or any extension thereof; or
  2. Perform any of the other provisions of Contract.
- b. In the event County terminates Contract in whole or in part, as provided in paragraph 10.4, County may procure, upon such terms and in such manner as County deems appropriate, supplies, services or work similar to those so terminated, and Contractor shall be liable to County for any excess costs for such similar supplies, services or work; provided that Contractor shall continue the performance of Contract to the extent not terminated under the provisions provided herein. Contractor shall not be liable for any excess costs if the failure to perform Contract arises out of causes beyond the control and without the fault and negligence of Contractor.

4.17 Independent Contractor Status

- a. Contractor and County have reviewed and considered the principal test and secondary factors below and agree that Contractor is an independent contractor and not an employee of County. Contractor is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein. It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that Contractor is an independent contractor.

- b. Principal Test:  
Contractor rather than County has the right to control the manner and means of accomplishing the result contracted for.
- c. Secondary Factors:  
(1) The extent of control which, by agreement, County may exercise over the details of the work is slight rather than substantial; (2) Contractor is engaged in a distinct occupation or business; (3) In the locality, the work to be done by Contractor is usually done by a specialist without supervision, rather than under the direction of an employer; (4) The skill required in the particular occupation is substantial rather than slight; (5) Contractor rather than the County supplies the instrumentalities, tools and work place; (6) The length of time for which Contractor is engaged is of limited duration rather than indefinite; (7) The method of payment of Contractor is by the job rather than by the time; (8) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of County; (9) Contractor and County believe they are creating an independent contractor relationship not an employer-employee relationship; and (10) County conducts public business.

#### 4.18 Equal Employment Opportunity

During and in relation to the performance of Contract, Contractor agrees as follows:

- a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- b. If Contract provides compensation in excess of \$50,000 to Contractor and if Contractor employs fifteen (15) or more employees, the following requirements shall apply:
  - 1. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, Contractor shall make a good faith effort to consider Minority/Women/Disabled-Owned Business Enterprises in Contractor's solicitation of goods and services.
  - 2. Contractor may be declared ineligible for further agreements with County in the event of non-compliance with the non-discrimination clauses of Contract or with any of said rules, regulations or orders.
  - 3. Contractor shall cause the foregoing provisions of this subparagraph to be inserted in all subcontracts for any work covered under Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4.19 Retention and Audit of Records

Contractor shall retain records pertinent to Contract for a period of not less than five (5) years after final payment under Contract or until a final audit report is accepted by County, whichever occurs first. Contractor hereby agrees to be subject to the examination and audit by the County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under Contract.

4.20 Data Security and Privacy – Protected Information

Contractor acknowledges that its performance of services or activities under Contract may involve access to confidential information including, but not limited to, personally-identifiable information, protected health information, or individual financial information (collectively, "Protected Information") that is subject to Federal, State or other laws restricting the use and disclosure of such information. Contractor agrees to comply with all applicable Federal and State laws restricting the access, use and disclosure of Protected Information.

- a. Contractor agrees to hold County's Protected Information, and any information derived from such information, in strictest confidence. Contractor shall not access, use or disclose Protected Information except as permitted or required by Contract or as otherwise authorized in writing by County, or applicable laws.
- b. Contractor agrees to protect the privacy and security of County's Protected Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of County's Protected Information.
- c. Within 30 days of the termination, cancellation, expiration or other conclusion of Contract, Contractor shall return the Protected Information to County unless County requests in writing that such data be destroyed. Contractor shall certify in writing to County that such return or destruction has been completed.
- d. Contractor agrees to include the requirements contained in paragraphs 10.20(a) through 10.20(d) inclusive, in all subcontractor contracts providing services under Contract.

**SECTION 5. OFFICIAL PROPOSAL FORM**

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services subject to this Request for the costs stated below and in conformance with all plans, specifications, requirements, conditions and instructions of County of Santa Cruz request for proposal #23P3-013. Complete the following requirements in your response:

1. Respondent/Primary Contact:

Vendor Name:	
Vendor Address:	
Vendor Phone:	
Vendor Website:	
<b>Primary Contact</b>	
Name:	
Title:	
Phone:	
Email Address:	

**Respondent shall include with Copy of Section 5 Official Proposal Form as the first page:**

- 1) Letter of Transmittal with information regarding your company and a statement of qualifications to provide the services required.
- 2) Services offered with complete description.
- 3) Complete responses to Section 3.2 – Description of Proposed Services.
- 4) Cost for the proposed services: \$ \_\_\_\_\_

Cost of additional service options per Section 3.2, subsection J-4:

- a. Mental/Behavioral Health Treatment Unit:  
\$ \_\_\_\_\_
  - b. Inmate Program to support Mental/Behavioral health care treatment plans:  
\$ \_\_\_\_\_
- 5) Resumes of project team that would be assigned to this project.
  - 6) Completed Exhibits A-E
  - 7) Audited Financial Statements for the last two years.

Has the Respondent complied with all specifications, requirements, terms and conditions of this Proposal? Yes \_\_\_\_\_ No \_\_\_\_\_

A “no” answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation.

If you are the successful Respondent, will you extend costs quoted to the County of Santa Cruz to other municipalities, districts or jurisdictions (political subdivisions)?

Yes \_\_\_\_\_ No \_\_\_\_\_

If discounts quoted herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between that political subdivision and the Supplier.

I declare under penalty of perjury that I have not been a party with any other respondent to offer a fixed cost in conjunction with this Request for Proposal.

Executed in \_\_\_\_\_, California, on \_\_\_\_\_, 2024

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

PRINTED NAME OF PERSON WHOSE SIGNATURE APPEARS \_\_\_\_\_

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**SECTION 6. EXHIBITS**

**Exhibit A**

**RESPONDENT FACT SHEET**

Name of Contractor: \_\_\_\_\_

Contractor Tax ID#: \_\_\_\_\_

Contractor operates and business is classified as:

Sole Proprietor     Partnership     Corporation  
 Government     Fiduciary     Other

Is Contractor:

1. Authorized to do business in California? Yes  No
2. A California-registered small business? Yes  No
3. A disabled-owned business? Yes  No
4. A women-owned business? Yes  No
5. A minority-owned business? Yes  No
6. Certified as a minority business by any public agency? Yes  No

If yes, name of agency: \_\_\_\_\_

Name of certifying officer: \_\_\_\_\_ Phone #: \_\_\_\_\_

7. A Disadvantaged Business Enterprise (DBE) according to the definitions on next page.  
If yes, indicate composition of ownership below.

% Disabled     % Women     % Black  
 % Hispanic     % Asian American     % Native American

Contractor has been in continuous operation under the present business name for \_\_\_\_ years.

Contractor's annual sales volume is \$\_\_\_\_\_

Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes\*  No

\*If Yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension below, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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

Reason for debarment/suspension (use additional pages if needed):

### Standard Definitions

Standard definitions for minority/women/disabled business enterprise for the purposes of Santa Cruz County Contract Compliance Procedures shall be as follows:

1. A **Minority Business Enterprise (MBE)** is a small business owned and controlled by one or more minorities or women. Owned and controlled means that:
  - A. At least 51 percent of the small business concern is owned and controlled by one or more Minorities or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and
  - B. Its management and daily business operations are controlled by one or more such individuals.
  
2. A **Women Business Enterprise (WBE)** is a small business, owned and controlled by one or more women. Owned and controlled means that:
  - A. At least 51 percent of the small business concern is owned by one or more women; and
  - B. Its management and daily business operations are controlled by one or more women who own it.
  
3. A **Disabled Owned Business Enterprise (DOBE)** is a small business owned and controlled by one or more disabled persons. Owned and controlled means that:
  - A. At least 51 percent of the small business concern is owned by one or more disabled persons; and
  - B. Its management and daily business operations are controlled by one or more disabled persons who own it.

NOTE: Certain projects conducted under state and federal oversight may have additional definitions and requirements.

**Exhibit B**  
**Customer References**

Provide four (4) customer references for whom you have furnished similar services in size and nature. Customers within the County and public agencies are preferred.

1. Agency Name: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Service Type: \_\_\_\_\_
  
2. Agency Name: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Service Type: \_\_\_\_\_
  
3. Agency Name: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Service Type: \_\_\_\_\_
  
4. Agency Name: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Service Type: \_\_\_\_\_



**Exhibit C**  
**Designation of Subcontractors**

Provide the following information for each subcontractor. A Subcontractor is one who either (1) performs work for or (2) provides a service to the Respondent. If there are no subcontractors, please state "NONE".

1. Subcontractor Name: \_\_\_\_\_

Subcontractor Address: \_\_\_\_\_

Services to be performed:

2. Subcontractor Name: \_\_\_\_\_

Subcontractor Address: \_\_\_\_\_

Services to be performed:

3. Subcontractor Name: \_\_\_\_\_

Subcontractor Address: \_\_\_\_\_

Services to be performed:

4. Subcontractor Name: \_\_\_\_\_

Subcontractor Address: \_\_\_\_\_

Services to be performed:

**Exhibit D**  
**Non-Collusion Declaration**

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH Proposal

I, \_\_\_\_\_, am the  
(Name)

\_\_\_\_\_ of \_\_\_\_\_,  
(Position/Title) (Company)

the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham Proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham Proposal, or that anyone shall refrain from bidding; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the respondent has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Bidder (Firm, Corp., Individual)

\_\_\_\_\_  
Title of Authorized Representative

## Exhibit E Insurance Requirements

### Indemnification for Damages, Taxes and Contributions

In conjunction with work performed at and/or for County, to the fullest extent permitted by applicable law, Respondent shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- i. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the RESPONDENT'S performance under the terms of this Permit, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of RESPONDENT and third persons.
- ii. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to RESPONDENT and RESPONDENT'S officers, employees and agents engaged in the performance of this Permit (including, without limitation, unemployment insurance, social security and payroll tax withholding).

### Insurance

RESPONDENT, at its sole cost and expense, for the full term of this Permit (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of RESPONDENT'S insurance coverage and shall not contribute to it. If RESPONDENT normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Permit, that greater amount shall become the minimum required amount of insurance for purposes of this Permit. Therefore, RESPONDENT hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Permit. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If RESPONDENT utilizes one or more subcontractors in the performance of this Permit, RESPONDENT shall obtain and maintain RESPONDENT's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of RESPONDENT in this Permit, unless RESPONDENT and COUNTY unless modified or waived by COUNTY.

#### 1. Types of Insurance and Minimum Limits

- a. Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the Respondent has no employees and certifies to that fact.
- b. Automobile Liability Insurance for each of Respondent's vehicles used in the performance of Permit, including owned, non-owned (e.g. owned by Respondent's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the Respondent does not drive a vehicle in conjunction with any part of the performance of Permit and Respondent and County both certify to that fact.

- c. Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$1,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
  - d. Professional Liability Insurance in the minimum amount, to be determined by Respondent and County as applicable, combined single limit.
2. Other Insurance Provisions
- a. As to all insurance coverage required herein any deductible or self-insured retention exceeding \$5,000 shall be disclosed to and be subject to written approval by County.
  - b. If any insurance coverage required in Permit is provided on a "Claims Made" rather than "Occurrence" form, Respondent agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of Permit (hereinafter "post Permit coverage") and any extensions thereof. Respondent may maintain the required post Permit coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Permit coverage being both available and reasonably affordable in relation to the coverage provided during the term of Permit. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of Permit in order to purchase prior acts or tail coverage for post Permit coverage shall be deemed to be reasonable.
  - c. All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of Respondent, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.
  - d. All required policies shall be endorsed to contain the following clause:

This insurance shall not be canceled until after thirty (30) days' prior written notice (10 days for nonpayment of premium) has been given to the permitting department. Should Respondent fail to obtain such an endorsement to any policy required hereunder, Respondent shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the County as a material term of Permit
  - e. Respondent agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide County on or before the effective date of Permit with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the Respondent's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to the permitting department.
  - f. Respondent hereby grants to County a waiver of any right of subrogation which any insurer of said Respondent may acquire against the County by virtue of the payment of any loss under such insurance. Respondent agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

**Exhibit F**  
**PROTESTS AND APPEALS PROCEDURES**

**1. Protests to the General Services Director**

Any actual or prospective bidder, offeror or Respondent who is allegedly aggrieved in connection with the solicitation or award of a permit, other than a bid protest, may protest to the General Services Director. The protest shall be submitted in writing to the General Services Director (Purchasing Agent) within five (5) working days after Respondents have been notified of the County Board of Supervisors approval of an award.

**2. Decision of the General Services Director**

Following consultation with County Counsel, the General Services Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

- (a) State the reason for the action taken;
- (b) Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after receipt of the decision made by the General Services Director. However, if the underlying protested award is not subject to approval by the Board of Supervisors (contracts for services for up to \$100,000), then the General Services Director's decision shall be final.

**3. Protests and Appeals to the Board of Supervisors**

- (a) If permitted under Section 2(b) above, the decision of the General Services Director may be appealed to the Board of Supervisors.
- (b) Any actual or prospective bidder, offeror or Respondent who is allegedly aggrieved may protest a bid to the Board of Supervisors.

**4. Time Limits for Filing Protests and Appeals to the Board of Supervisors**

Protests and appeals to the Board of Supervisors must be filed no later than ten (10) working days after the date of the decision being protested or appealed. The County shall be considered an interested party. When the appeal period ends on a day when the County offices are not open to the public for business, the time limits shall be extended to the next full working day.

**5. Content of Protest and Appeal; Stay of Award**

Any appeal or protest shall be filed in writing with the Clerk of the Board of Supervisors and shall state, as appropriate, any of the following:

- A determination or interpretation is not in accord with the purpose of these procedures or County Code;
- There was an error or abuse of discretion;
- The record includes inaccurate information; or
- A decision is not supported by the record.

In the event of a timely appeal before the Board of Supervisors under this Section, the County shall not proceed further with the solicitation or with the award of the permit until the appeal is resolved, unless the County Administrative Officer, in consultation with County Counsel, the General Services Director, and the using department, makes a written determination that the award of the permit without delay is necessary to protect a substantial interest of the County.

**6. Protest and Appeal Procedure**

- (a) Hearing Date. A hearing before the Board shall be scheduled within thirty (30) days of the County's receipt of a protest or appeal unless the protestor and County both consent to a later date.
- (b) Notice and Public Hearing. The hearing shall be a public hearing. Notice shall be mailed or delivered to the protestor not later than ten (10) days before the scheduled hearing date.
- (c) Hearing. At the hearing, the Board shall review the record of the process or decision, and hear oral explanations from the protestor and any other interested party.
- (d) Decision and Notice. After the hearing, the Board shall affirm, modify or revise the original decision. When a decision is modified or reversed, the Board shall state the specific reasons for modification or reversal. The Clerk of the Board of Supervisors shall mail notice of the Board decision. Such notice shall be mailed to the protestor within five (5) working days after the date of the decision, and to any other party requesting such notice.
- (e) A decision by the Board shall become final on the date the decision is announced to the public.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date