

Attachment C:

Contract BC 16-193

Board Contract Summary

BC 16-193

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: Auditor-Controller Intranet Policies->Contracts.

D1.	Fiscal Year	2015-17
D2.	Department Name	Sheriff and Probation
D3.	Contact Person	Damon Fletcher
D4.	Telephone	(805) 882-3654

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Provide service for the development and rating of Request for Proposals for Institution medical services.
K3.	Department Project Number	
K4.	Original Contract Amount	\$ 72,750 Sheriff/ \$24,150 Probation
K5.	Contract Begin Date	3/28/2016
K6.	Original Contract End Date	3/31/2017
K7.	Amendment? (Yes or No)	No
K8.	- New Contract End Date	
K9.	- Total Number of Amendments	
K10.	- This Amendment Amount	\$
K11.	- Total Previous Amendment Amounts	\$
K12.	- Revised Total Contract Amount	\$

B1.	Intended Board Agenda Date	4/19/2016
B2.	Number of Workers Displaced (if any)	
B3.	Number of Competitive Bids (if any)	
B4.	Lowest Bid Amount (if bid)	
B5.	If Board waived bids, show Agenda Date	
B6.	and Agenda Item Number	
B6.	Bollerplate Contract Text Changed? (If Yes, cite Paragraph)	

F1.	Fund Number	0001
F2.	Department Number	032/022
F3.	Line Item Account Number	7460
F4.	Project Number (if applicable)	
F5.	Program Number (if applicable)	2200 and 2300 Probation
F6.	Org Unit Number (if applicable)	
F7.	Payment Terms	Net 30

V1.	Auditor-Controller Vendor Number	
V2.	Payee/Contractor Name	Health Management Associates
V3.	Mailing Address	120 N Washington Square, #705
V4.	City State (two-letter) Zip (include +4 if known)	Lansing, MI 48933
V5.	Telephone Number	(517) 482-9236
V6.	Vendor Contact Person	Jeff DeVries
V7.	Workers Comp Insurance Expiration Date	4/15/16
V8.	Liability Insurance Expiration Date	4/15/16
V9.	Professional License Number	
V10.	Verified by (print name of county staff)	

V11 Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify information is complete and accurate; designated funds available/ required concurrences evidenced on signature page.

Date: 5/10/16 Authorized Signature: 

Details

File #: 16-00288
Type: Agenda Item
Title: Consider recommendations regarding a contract with Health Management Associates for the development and rating of a Request for Proposals (RFP) for institutional medical care, as follows: a) Approve and authorize the Chair to execute the contract with Health Management Associates to provide services related to the development and rating of an RFP for institutional medical services for the period March 28, 2016 through March 31, 2017, with a not to exceed amount of \$97,000.00; and b) Determine that the approval of the agreements are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline Section 15061(b)(3), finding that this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that this activity may have a significant effect on the environment, the activity is not subject to CEQA, and direct staff to file a Notice of Exemption.
Mover: Janet Wolf Seconded: Doreen Farr
Result: Pass
Agenda note:
Minutes note:
Action: Acted on as follows:
Action text: A motion was made by Supervisor Wolf, seconded by Supervisor Farr, that this matter be acted on as follows: a) Approved; Chair to execute. Directed that the contract exclude review of mental health services at the Probation Juvenile facility and that the contract amount be amended to \$96,900. b) Approved. The motion carried by the following vote:

Votes (5:0)

5 records	Group	Export
Person Name	Vote	
Salud Carbalal	Ayes	
Janet Wolf	Ayes	
Doreen Farr	Ayes	
Peter Adam	Ayes	
Steve Lavagnino	Ayes	




BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

2016 APR -6 PM 2:32
COUNTY OF SANTA BARBARA
CLERK OF THE BOARD OF SUPERVISORS

Department Name: Sheriff and Probation
Department No.: 032 and 022
For Agenda Of: April 19, 2016
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: From: Bill Brown, Sheriff -  & Guadalupe Rabago, Chief Probation Officer
Contact Info: Custody Commander Kelly Hamilton, 681-4326, & Deputy Chief Probation Officer Lee Bethel, 882-3675
SUBJECT: Approve a Contract with Health Management Associates for the Development and Rating of a Request for Proposals (RFP) for Institutional Medical Care

County Counsel Concurrence

As to form: Yes

Other Concurrence:

As to form:

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors considers recommendations as follows:

- a) The Board of Supervisors approve and execute the attached contract with Health Management Associates to provide services related to the development and rating of a Request for Proposals (RFP) for institution medical services for the period March 28, 2016 through March 31, 2017, with a not to exceed amount of \$97,000 (Attachment A).
- b) Determine that the approval of the Agreements are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline Section 15061(b)(3), finding that this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that this activity may have a significant effect on the environment, the activity is not subject to CEQA, and direct staff to file a Notice of Exemption (Attachment B).

Summary Text:

The Probation Department and Sheriff's Office have selected Health Management Associates to assist in the development of an RFP for medical services at the Santa Maria Juvenile Hall and Los Prietos Boys Camp as well as medical and behavioral health services at the Jail. The Departments are asking that the Board execute the attached contract for those services.

Background:

On September 8, 2015, the Board requested that the Probation Department and Sheriff's Office acquire the services of a consulting firm for the purposes of writing and providing oversight for a healthcare service RFP for the juvenile and adult facilities. On February 16, 2016 the Departments notified the Board that the committee had reviewed proposals from several groups and had selected Health Management Associates as the organization to provide these services. The Board also provided direction that the contract would address medical and behavioral health services and the jail and only medical at the Probation facilities. Services provided in the attached contract include an analysis of current medical services at all correctional facilities and behavioral health services at the Jail, development of an RFP for those same services, and the rating of up to five (5) responses to the RFP.

Fiscal and Facilities Impacts: Health Management Associates has submitted a revised estimate for services of \$97,000. This cost will be shared 75% to the Sheriff's Office (\$72,750) and 25% to the Probation Department (\$24,250).

Fiscal Analysis:

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
General Fund	\$ 97,000.00	\$ -	\$ 97,000.00
State			
Federal			
Fees			
Other:			
Total	\$ 97,000.00	\$ -	\$ 97,000.00

Narrative:

The Departments will fund this contract with anticipated savings.

Staffing Impacts:

Legal Positions:
N/A

FTEs:
N/A

Special Instructions:

Please return two fully signed originals to the Probation Department Attn: Michael Cameron 117 E. Carrillo St Santa Barbara CA 93101

Attachments:

- Attachment A: Contract with Health Management Associates
- Attachment B: CEQA Notice of Exemption

Authored by:

Damon Fletcher, Administrative Deputy Director

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and **Health Management Associates** with an address at 120 N. Washington Square, #705 Lansing MI, 48933 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Damon Fletcher at phone number (805) 882-3654 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jeff DeVries at phone number (517) 482-9236 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Santa Barbara County Probation
117 E. Carrillo St.
Santa Barbara, CA 93101
Attention: Damon Fletcher

To CONTRACTOR: Health Management Associates
120 N. Washington Square, #705
Lansing, MI 48933
Attention: Jeff DeVries

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on March 28, 2016 and end performance upon completion, but no later than March 31, 2017 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing

unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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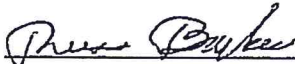
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Agreement for Services of Independent Contractor between the County of Santa Barbara and Health Management Associates

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:


Peter Adam
Board of Supervisors

By: 
Chair, Board of Supervisors

Date: 4-19-16

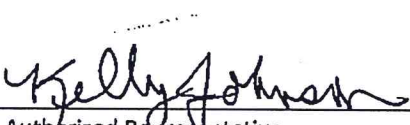
RECOMMENDED FOR APPROVAL:

Guadalupe Rabago
Chief Probation Officer

By: 
Department Head

CONTRACTOR:

Health Management Associates

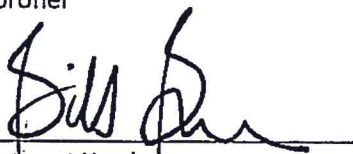
By: 
Authorized Representative

Name: Kelly Johnson

Title: Vice President

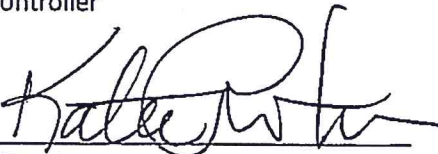
RECOMMENDED FOR APPROVAL:

Bill Brown
Sheriff - Coroner

By: 
Department Head

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

HEALTH MANAGEMENT ASSOCIATES

*Proposal to Provide Assessment of Local
Correctional Medical and Behavioral Health
Staffing and Services, and Development and
Rating of a Request for Proposals (RFP)
for Those Services*

PRESENTED TO
SANTA BARBARA COUNTY

- COPY -

DECEMBER 22, 2015

*Research and Consulting in the Fields of Health and Human Services Policy, Health Economics
and Finance, Program Evaluation, Data Analysis, and Health System Restructuring*

ATLANTA, GEORGIA • AUSTIN, TEXAS • BOSTON, MASSACHUSETTS • CHICAGO, ILLINOIS • COLUMBUS, OHIO
DENVER, COLORADO • HARRISBURG, PENNSYLVANIA • INDIANAPOLIS, INDIANA • LANSING, MICHIGAN • NEW YORK, NEW YORK
OLYMPIA, WASHINGTON • PORTLAND, OREGON • SACRAMENTO, CALIFORNIA • SAN FRANCISCO, CALIFORNIA
SEATTLE, WASHINGTON • SOUTHERN CALIFORNIA • TALLAHASSEE, FLORIDA • WASHINGTON, DC

HEALTH MANAGEMENT ASSOCIATES

December 18, 2015

Damon Fletcher
Santa Barbara Probation Department
117 E Carrillo St.
Santa Barbara CA 93101

Dear Mr. Fletcher:

Health Management Associates, Inc. (HMA) is pleased to submit our proposal to Santa Barbara County in response to your RFQ for the Assessment of Local Correctional Medical and Behavioral Health Staffing and Services, and Development and Rating of a Request for Proposals (RFP) for Those Services.

HMA has proposed a team of seasoned correctional health and contracting experts that are uniquely equipped to help Santa Barbara assess its adult and juvenile health care services and develop a Request for Proposal that will lead to a contract that can be readily monitored for inmate health outcomes and vendor contract compliance.

Our team has experience with adult and juvenile jail health services across the country and we are well versed in best practices for medical, mental health, and dental services and prescription drug procurement and safeguarding. We are also heavily involved in the design of diversion and re-entry programs in jails around the nation. We also understand the inherent tension between custody/safety and health care and address those relationships with all of our clients. The HMA team is also unique in that we also work in community health care settings and can bring many successful innovations from the community – such as integration of primary care and behavioral health or best practices in chronic disease management – into correctional health.

The HMA team also has extensive experience in California and we are deeply familiar with the challenges county jails face with AB109 inmates. We know Title 15 and have also studied California Health & Safety Code 1374.11 – a little-known law requiring all commercial insurance plans to cover all members while detained. The HMA team also has deep experience with Medi-Cal and its interface with the justice-involved population.

Finally, our team has significant experience developing RFPs, scoring bids, and building correctional health procurement processes that produce accountable relationships with vendors. We help our clients turn vendor data into actionable information for management, policy, and contract management purposes and we help counties develop oversight structures to assure important fiscal public health outcomes.

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Damon Fletcher
12/18/2015
Page 2

Our team will be led by Donna Strugar-Fritsch, who is a nationally recognized expert on the interface of the Affordable Care Act and incarcerated populations and has a decade of experience providing jails with consulting and technical assistance. She is a registered nurse and a Certified Correctional Health Care Professional under the National Commission on Correctional Health Care. Our team also includes expert physician, behavioral health, and procurement/contract management professionals.

Donna will be the primary contact for any technical questions regarding the proposal and Jeff DeVries will be the contact for contract negotiations and through the end of the contract. Their contact information follows:

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Health Management Associates
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San Francisco, CA
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The HMA team is fully prepared to deliver state-of-the art consultation to the Santa Barbara Probation Department and we are confident that we can provide exemplary services on this important project. Thank you for the opportunity to bid on it and we look forward to your decision in this matter.

Sincerely,



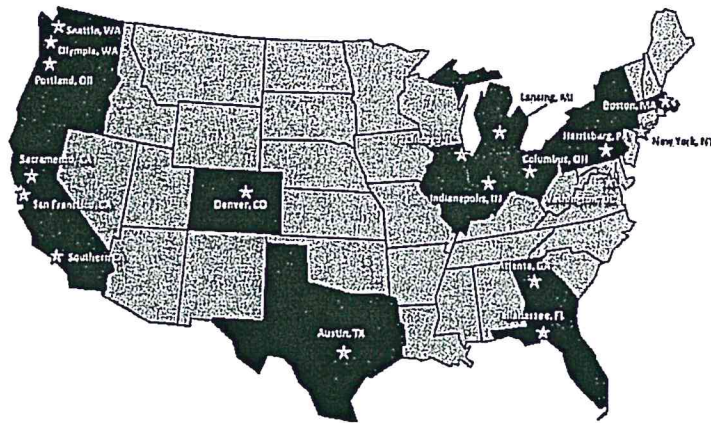
Kelly Johnson
Vice President

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ABOUT HEALTH MANAGEMENT ASSOCIATES

Health Management Associates (HMA) is a consulting firm specializing in the fields of health system restructuring, health care program development, health economics and finance, program evaluation, and data analysis. HMA is widely regarded as a leader in providing technical and analytical services to health care purchasers, payers, and providers, with a special concentration on those who address the needs of the medically indigent and underserved. HMA is a private, for-profit "C" corporation, incorporated in the State of Michigan in good standing and legally doing business as Health Management Associates, Inc. Founded in 1985, Health Management Associates has 18 offices around



HMA OFFICES ACROSS THE COUNTRY

the country, including three in California.

HMA has clients across the country, including the major safety net health systems, private sector providers, and local, state, and federal governments. The firm has extensive experience and expertise in the design and implementation of health programs, particularly with respect to system development, managed care, long-term care, and behavioral health care.

HMA staff of nearly 200 includes over 165 professional health care managers and analysts who have up to 30 years of experience in the health and human services fields, including senior staff with long experience in clinical and administrative leadership across the health care system. HMA brings a strong interdisciplinary expertise to clients. Staff backgrounds include health economics, public health policy and administration, health care finance and reimbursement, clinical services, managed care, pharmacy benefit design and management, social work, program development and evaluation, and information systems.

HMA and Correctional Health

HMA has more than a decade of experience with correctional health care and provides the perspective and technical resources that correctional systems need to control costs, deliver effective and efficient care, mitigate risk, and prepare for the future. The HMA correctional health team is made up of nationally recognized experts who are uniquely prepared to help correctional systems and providers design, deliver, and manage top-notch, affordable inmate health services. We are experienced in direct service, contract, university-based, fully privatized, and blended models of care, and in vendor contract procurement and management. We are expert in establishing monitoring metrics for health care contracts and reports that clearly define health care outcomes and measure vendor compliance with performance metrics. HMA is the only correctional health care consulting firm deeply involved in Medicaid and in health care reform. We are also the only correctional health care consulting firm that works in both correctional and community settings of primary care. This gives us the unique ability to

combine current correctional health experience with emerging community-based models of primary care and behavioral health services that maximize provider productivity, reduce patient demand, and produce exceptional health outcomes. HMA is also expert in prescription drug procurement and administration in corrections settings and in jail access to 340B drug discounts. We are also deeply familiar with the accreditation standards of the National Commission on Correctional Health Care, the American Correctional Association, and the Institute for Medical Quality.

Our correctional health team includes licensed primary care and behavioral health clinicians who have conducted evaluations of many prison and jail health care delivery systems. In addition, our team has:

- Provided health care to inmates of jails, as employees and for correctional health vendors;
- Served as medical monitors in court-ordered arrangements;
- Served as expert witnesses in legal challenges to inmate health services;
- Consulted with the National Commission on Correctional Health Care, American Correctional Association, US Department of Justice, and provided presentations to their national audiences;
- Assisted prisons systems and jails in writing Requests for Proposals for contracted health care services and evaluating responses;
- Assisted prisons systems and jails to evaluate and procure Electronic Medical Records; and
- Conducted end-to-end evaluation of prescription drug ordering, procurement, dispensing/delivery, and safeguarding, including pricing and rebate audits.

HMA's correctional health team is very experienced in California, having consulted with California Correctional Health Services (the prison health Receivership) and jail systems in Sacramento, Santa Clara, San Diego, and Los Angeles. We were just awarded a contract to evaluate jail health services and recommend best practices for the San Mateo Sheriff as the county prepares to move to a new jail next spring. We are very familiar with Title 15 and with AB-109 and the new demands and risks the AB-109 inmates present to California jails.

PROJECT EXPERIENCE

The following projects are examples of recent work that involved a scope of work similar to what Santa Barbara Probation Department seeks.

City of St. Louis Jails, St. Louis, MO

HMA conducted an analysis of the health care provided at St. Louis' two jails which have a combined average daily population of 1,840 inmates and 30,000 annual bookings. We made recommendations to reduce prescription drug costs, provide more efficient mental health services, enhance continuity of care at release, maintain accreditation, access federal Medicaid funds for hospitalizations, and collaborate more effectively with the county jail and health department. We presented findings and recommendations to the City's Department of Public Safety and discussed the pros and cons in detail. HMA then translated the recommendations into a comprehensive Request for Proposal for medical, nursing, prescription drug, mental health, and dental services. The RFP included reporting requirements that HMA designed to enable the City to monitor vendor contract compliance and performance. HMA further supported the procurement process by helping to answer questions submitted by bidders, evaluate and score proposals, and support contract negotiations.

After the contract was in place, HMA worked with the City to assure that the vendor submitted the required data. We made two subsequent site visits to audit medical records and observe health care practices in order to measure the vendor's compliance with contract requirements. Finally, HMA helped the City create graphic reports of the vendor data and to tease out emerging trends and issues.

County of Peoria, Illinois

HMA worked with the County of Peoria, Illinois, to consolidate its numerous contracts for health care services at the jail and juvenile detention center (which were run by separate entities and under separate budgets) into a single contract that streamlines services and accountability, supports accreditation, takes advantage of the Affordable Care Act and Medicaid expansion, and reduces cost. We conducted an analysis of all health services in both facilities and made recommendations to modify services to comply with accreditation standards and meet other objectives for cost, access and quality, under a unified arrangement that provides advantages to both entities. After discussion with both entities and the county, we crafted a Request for Proposal that met all objectives. HMA further supported the entities by helping to answer questions submitted by bidders, evaluating and scoring proposals, and supporting contract negotiations. We also helped the County craft oversight of the two entities and one contract in a way that met the needs of the court and the sheriff and addressed the larger county administrative, financial, and public health objectives.

Michigan Department of Corrections, Lansing, MI

HMA has been engaged with the Michigan Department of Corrections (MDOC) for six years. The MDOC operates 32 prisons and houses about 42,000 inmates, including a juvenile prison. During our engagement we have provided consultation and technical assistance to implement and manage vendor contracts for medical, mental health, psychiatric, and prescription drug services. We have also advised MDOC on best practices and emerging models in a wide variety of elements of inmate health care including:

- Organization and staffing of mental health services
- Organization and operation of quality improvement activities for mental health and medical care
- Managing access to on-site services through a comprehensive utilization management and scheduling strategy
- Prescription drug procurement, safeguarding, ordering, and administration
- Integration of primary care and mental health services
- Development of Request for Proposals for privatized inmate health care and prescription drugs, proposal scoring, development of performance metrics, auditing contractor performance, and contract management
- Creating management dashboards and inmate clinical registries from a variety of data sources
- Accessing Medicaid funds for inmate hospitalizations

The following projects did not involve an RFP for vendor correctional health services, but the scope of work gave HMA deeper insight into the California jail environment and our findings can be used to inform Santa Barbara's operations.

Sacramento County Jails, Sacramento, CA

This year HMA completed a comprehensive review of the Sacramento County Jail's inmate health services at its two facilities. We identified strengths, risks, and recommendations for improvements that would reduce cost, improve health outcomes, enhance oversight, and/or mitigate risk. We also developed a model and compared Sacramento to five other California jail systems on a variety of indicators.

Los Angeles County Sheriff

HMA recently completed a review of inmate health services jails in Los Angeles County. This review was to inform the larger, two-fold objective to:

- Assess the feasibility of the jails accessing inmate commercial insurance plans for prescription drugs, lab, radiology, specialty medical, dialysis and hospital services, and
- Contract with commercial insurance carriers as network providers in order to bill for selected on-site medical, nursing, psychiatric, mental health, and dental services.

We are currently providing on-site medical and quality improvement services as the county transitions jail health services from the Sheriff to a new unified agency overseeing health services, behavioral health, and jail health.

UNDERSTANDING OF THE PROBLEM

HMA understands that the County of San Barbara and its Sheriff's Department and Probation Department wish to conduct a thorough assessment of current adult and juvenile health care operations to inform a Request for Proposals that will be released in the second quarter of 2016. Some approaches and models of adult and/or juvenile health care may be altered as a result of this analysis, and some findings may inform practices at and the development of the County's new jail, which is scheduled to open in summer 2018.

HMA also understands that several other factors will have significant effects on the adult and juvenile facilities and the community in the coming years, and that an analysis of the current state of inmate health care should consider these issues as well. They include:

- The continued impact of AB109 on the jail population and the health care service delivery system.
- The ability to enroll inmates into Medi-Cal effective at release, and to thereby provide seamless continuity of care at release which is known to reduce recidivism and cost.
- The ability to access benefits from commercial insurers and Covered California plans for detainees.

- Correctional healthcare workforce shortages emerging as a result of the massive coverage expansions in California and the subsequent demand for primary care and mental health providers.
- Emerging practices for addressing mental illness and substance use disorders in justice-involved adult and juvenile populations, including:
 - Diversion programs
 - Alternatives to segregation for persons with serious mental illness
 - Re-entry programming that effectively reduces recidivism
 - Use of a community-wide drug formulary that includes the jail
- Emerging state and federal policies regarding Medicaid services for substance use disorders. This includes California's new Drug Medi-Cal program and impending federal decisions about residential treatment of substance use, which has broad applications to jails.

HMA is aware of the intent to obtain accreditation of jail health services from the National Commission on Correctional Health Care and expects its vendor to manage that process and assure its success.

HMA is aware of the concerns with the current vendor contract for health care services as they have appeared in the media. We understand that vendor contracts must be crafted to include measureable performance indicators and health care outcomes, and that vendors must be contractually required to submit accurate and timely data that supports performance monitoring.

HMA also understands the complexities and challenges of building a seamless continuum of medical and behavioral health services between jails and communities, and the need for clear roles for stakeholders who have oversight responsibility and accountability. This includes elected officials, Sheriff Department and law enforcement stakeholders, and County finance, behavioral health, and public health stakeholders.

Finally, HMA understands that the Probation Department seeks a consultant that has deep knowledge of the jail health environment in California, of emerging correctional health trends and models, and of developing and effectively managing vendor contracts for correctional health services for adults and juveniles.

APPROACH AND METHODOLOGY

HMA will approach this project in three phases: assessment, RFP preparation, and bidder scoring.

Phase I: Assessment

HMA's proposed approach to assessing the current state of adult and juvenile health services will combine on-site observations and interviews; review of documents, claims data, utilization data, policies and procedures, contracts and other data; research as necessary; and analytics. In addition to our deep knowledge of inmate health care, the HMA team will apply our unique knowledge and expertise in the following areas to our analysis:

- California Health & Safety Code 1374.11 – a little-known law requiring all commercial insurance plans to cover all members while detained

- Emerging practices in community primary care that can be used in correctional settings to improve outcomes and efficiencies, including population-based health practices, integrated behavioral health and primary care, and more
- Best practices in prescription drug procurement and safeguarding of prescription drugs
- The strengths and limitation in the current vendor contract
- Factors and practices that drive inappropriate use of on-site medical, behavioral health and dental health care and therefore hamper access to necessary care
- The 340B drug discount program and where it can and cannot be used for detainees

Using a template we created,¹ the HMA approach will also include comparison of Santa Barbara's adult jail health operations with other California jail systems on variables that include per-inmate staffing ratios for nursing, medical, dental, and psychiatric staff; emergency room and inpatient admission rates; per-inmate drug costs, and more. Other California counties have found this extremely interesting and useful.

Our analysis will answer the following research questions for adult and juvenile services.

Overall Organization and Structure

- Is the overall organization and structure of inmate health care efficient and effective?
- How does it compare with similar California facilities?
- Does it sufficiently capture the advantages of the Affordable Care Act?
- Can it support NCCHC accreditation?
- What is the status of facility and county relationships with the health care vendor?

Relationship between Custody and Health Care

- How is the inherent tension between custody and health care managed in the facilities?
- Are there clinical or safety risks posed to detainees or the County as a result of the relationship?
- Do health care staff feel safe in performing their duties?

Health Care Intake Processes

- Is the intake process efficient and timely?
- Are essential medications identified and provided?
- Is screening for mental health issues, contagion, and urgent medical needs adequate?
- Are high-risk inmates appropriately managed?
- Are "loose ends" appropriately monitored and completed after detainees are placed in housing?
- Are inmates adequately assessed for insurance coverage?

Staffing for Nursing, Dental, Primary Care Medical, and Mental Health Staffing

- Are staffing levels sufficient to provide constitutionally mandated levels of care?
- Are staffing levels sufficient to support NCCHC accreditation?
- Are staff engaged at the "top of their licenses?"

¹ Based on data collected from all jails by California Bureau of State and Community Corrections and interviews with jail health administrators

- Are staff maximally productive?
- Is scheduling optimal?
- Is the use of registry staff appropriate and optimal?
- Is staff development and training sufficient in all disciplines?
- How do elements of staffing compare to similar California jails and with best practices?

Primary Care, Urgent Care, and Dental Services

- Are services provided efficiently?
- Are appropriate services provided?
- Are preventive services, chronic conditions, and emergent conditions managed in accordance with community standards and accreditation requirements?
- Does custody support health care?
- Are services provided in accordance with state and national standards and best practices?
- How does medical care integrate with behavioral health services?
- Are there cost savings or quality improvement opportunities?

Detoxification

- Are inmates appropriately assessed for alcohol and drug withdrawal after intake?
- Is risk for poor detox outcomes adequately managed?
- Are detox practices in compliance with accreditation and community standards and best practices?

Behavioral Health Services Including Substance Use Services

- Are services provided efficiently?
- Are appropriate services provided?
- Are conditions managed in accordance with community standards and accreditation requirements and best practices?
- What processes exist to enable detainees to continue on psychotropic medications prescribed in the community?
- Are providers maximally productive?
- Does custody support behavioral health care?
- Are there cost savings or quality improvement opportunities?
- How do behavioral health services integrate with medical care?

Laboratory and Radiology

- Are services provided efficiently?
- Are appropriate services provided?
- Are orders made and results received efficiently and effectively?
- Are services provided in accordance with state and national standards and best practices?
- Are the financial arrangements for lab and radiology services appropriate?
- Are there cost savings opportunities for these services?
- Can services be billed to inmate insurance?

On-Site Specialty Care (dialysis, orthopedics, others)

- Are on-site contracted specialty services provided efficiently?
- Are appropriate services provided?
- Are services provided in accordance with state and national standards and best practices?
- Are the financial arrangements appropriate?
- Are there cost savings opportunities for these services?

Off-Site Specialty Care

- Are referrals for specialty care monitored for appropriate utilization?
- Are referrals for specialty care appropriately monitored for timeliness and completion?
- Is the specialty care network adequate to meet inmate needs?
- Do inmates receive appropriate follow up after specialty services are delivered?
- Are services provided in accordance with state and national standards and best practices?
- Are specialty services delivered efficiently; are there on-site clinics, is telemedicine appropriate?
- Do inmates have adequate access to specialty care?
- What are the trends in specialty service use?
- Are the financial arrangements for these services appropriate?
- Are specialists billing commercial carriers if detainees have commercial coverage?
- Are there cost savings opportunities?
- Are there opportunities to bill insurance for services?

Emergency Care

- Are ER visits monitored for clinical appropriateness, risk, variance, and access to primary care?
- What are the trends in ER use?
- Do inmates receive appropriate follow up after emergency services are delivered?

Women's Health

- Do female inmates receive timely and appropriate preventive and diagnostic services?
- Are pregnancy-related services timely and appropriate?
- Are women's health services provided in accordance with state and national standards and best practices?

Access to Care

- Does the inmate health care request system produce the desired results?
- Can access to care and timely response be sufficiently evaluated?
- Can access to care be enhanced by changes in the request system?
- Is access to necessary care impeded by administrative or custody practices?

Inmate Grievances

- What do inmate grievances reflect about access to and quality of jail health care services?
- Are grievances addressed appropriately?

Hospital Services

- How are inpatient admissions authorized and monitored?
- How are plans made for returning inmates to the jails?
- Are administrative bed days monitored?
- Are hospitals billing commercial carriers when detainees have private insurance?
- What outpatient hospital services are delivered?
- Do inmates receive appropriate follow up after hospital services are delivered?
- What are the trends in inpatient and outpatient use?
- Is the County accessing federal matching funds for inpatient services delivered to inmates who are enrolled in Medi-Cal?
- How are claims processed?
- What are the financial arrangements for inpatient, outpatient and emergency room services?
- Are rates appropriate?
- Are discounts audited?
- Are claims recovery audits performed?
- Are there cost savings opportunities?

Prescription Drugs System

- What are the procurement arrangements for prescription drugs?
- How are Keep-on-Person, restricted, and over-the-counter prescriptions ordered, renewed, discontinued, refilled, delivered, dispensed, returned for credit, wasted, and safeguarded?
- Are medications provided in a timely manner?
- Is there a prescription drug formulary?
- Are there cost savings opportunities?
- Does the vendor provide prescription drug rebates?
- Are costs and rebates (if applicable) audited?
- Has access to 340B drug discounts been explored and implemented where appropriate?
- Does the County receive appropriate credit for drugs not used?
- Does the County receive appropriate standard and ad hoc prescription drug reports?

Medical Record

- How robust is the medical record in its ability to capture and report clinical, productivity, and administrative data?
- What are the strengths and limitations of the medical record? Can the limitations be improved?
- Can the medical record support queries related to litigation and other risk management concerns?

Risk Management

- Can the County identify emerging health care-related risk?
- Does the County mitigate health care-related risk appropriately?
- Are utilization and grievance data tied appropriately to risk management?

Performance Monitoring (PM) and Quality Improvement (QI)

- Are PM/QI processes in compliance with state and national standards and best practices?
- Are PM/QI objectives and projects based on accurate data and reflective of jail priorities?
- Are data accurate and timely?

Covered California and Commercial Insurance Plan Benefits

- Can the jail or its off-site providers and lab/radiology providers bill Covered California and commercial insurance plans for detainee health care services including prescription drugs, off-site specialty and facility services, and on-site primary and chronic care?

Community Approaches to Jail Diversion

- Is there a comprehensive County approach to diversion of persons with serious mental illness from jail?
- Does the approach incorporate best practices and emerging models effective elsewhere in the state and the county?
- Is there a comprehensive County approach to diversion of persons with substance use disorders from jail?
- Does the approach incorporate best practices and emerging models effective elsewhere in the state and the county?

Community Re-Entry and Probation Planning and Services

- Do release/re-entry practices allow for special considerations when detainees have serious medical or behavioral health conditions?
- Do re-entry procedures assure that detainees are enrolled in Medi-Cal if eligible?
- Do re-entry procedures incorporate a "warm hand-off" to a medical provider for detainees that have active medical conditions?
- Do re-entry procedures incorporate a "warm hand-off" to a behavioral health provider for detainees that have active mental health or substance use disorder (SUD) conditions?
- What are the jail's practices for providing essential medications at release?

Phase 1 Assessment Deliverables

The deliverable for this project phase will be a slide presentation that addresses the following:

1. The strengths and limitations of the current adult and juvenile health care services
2. Recommendations for changes in:
 - a. Service delivery
 - b. Contracting
 - c. Oversight and monitoring

HMA will present this information in person to a small group of stakeholders selected by the client. Discussion will identify elements to include in the new vendor RFP.

Phase II: Preparation of Request for Proposal

In this project phase, HMA will prepare a draft comprehensive Request for Proposal. Among many elements, it will include minimum bidder requirements, mandatory reports, references, selection process, transition plan, and many other elements and appendices. HMA will also propose a well-defined oversight process that allows the County to independently validate vendor outcomes and performance on specific indicators and engages the vendor and key stakeholders in a continuous improvement process. The oversight process will also engage the vendor with the community health system to maximize public health and reduce recidivism.

Submittal requirements will be crafted to maximize the County's ability to compare bids on an "apples-to-apples" basis, including the costs of prescription drugs and off-site medical services.

HMA will present the draft RFP to key stakeholders and participate in finalizing it to accommodate the County's requirements.

The deliverables for this project phase are a draft and final RFP technical and narrative content. The County will be responsible for the boilerplate content as well as formatting the final document and posting it.

Phase III: Vendor Selection and Contracting

In this project phase, HMA will begin by proposing a scoring methodology and vetting it with the County. We will provide support to the County in answering bidder questions. We will review all proposals and prepare an analysis and summary of the proposal pricing. We will meet with the selection committee and provide technical support to their analysis and the final selection. We will provide consultation about the contract transition process. Finally, we will provide technical assistance to the County in developing a vendor contract. This will include building in assurances that outcomes and performance can be measured and monitored throughout the term of the contract.

Deliverables for this phase will include a summary of bidder scores and participation in a scoring session, and verbal and written technical assistance regarding contracting and a transition plan.

HMA PROJECT TEAM

The HMA team consists of three people who will conduct the on-site tours and interviews and additional members who are correctional health experts who will consult virtually. Resumes for all staff proposed to work on this project are attached. We provide the additional short biographies for each person.

Donna Strugar-Fritsch, BSN, MPA, CCHP, is a managing principal in HMA's San Francisco office. She has worked for 12 years with a wide variety of public and private sector health care clients. Donna has more than a decade of experience advising prisons, jails, juvenile facilities, policy makers, and correctional health vendors in correctional health care operations, best practices, and emerging trends. Donna has led analyses of all aspects of inmate health care, participated in practice redesign projects, developed models for tracking inmate health care costs and clinical outcomes, written and monitored contracts for inmate health services, and audited inmate health care from intake through release. Donna has worked with paper and electronic medical records to conduct chart reviews, design data reports and

dashboards, and develop disease registries for jails and prisons. She has worked extensively with nursing, providers, and pharmacists on all aspects of medication practices.

Donna is a nationally recognized expert in the interface of the Affordable Care Act and corrections and has extensive experience in accessing Medicaid funds for inmate hospital stays and for mental health and SUD services for parole and probation populations. She has also conducted an extensive analysis of federal and California provisions for commercial insurance plan coverage of incarcerated beneficiaries.

She has been engaged by Los Angeles, Santa Clara, San Diego, and Sacramento counties to consult on their jail health services, and is about to begin an engagement in San Mateo County.

Donna is well-versed in the accreditation standards and processes of the National Commission on Correctional Health Care and the American Correctional Association, and with California's Title 15. Donna is currently working to raise awareness in the correctional setting about many health care innovations and best practices that have developed in community settings and to bring these innovations into corrections. She is helping prisons and jails to better manage serious mental illness, substance use disorders, and chronic disease with new models of care and integration of behavioral health and medical care. Donna is a registered nurse and is a Certified Correctional Health Professional under the National Commission on Correctional Health Care.

Donna will serve as the project manager and will oversee all project activities, client communications, and deliverables and she will lead the on-site work.

Jack Raba, MD is a principal in HMA's Chicago office. He is a practicing Internist and attending physician at Stroger Hospital (formerly Cook County Hospital) in Chicago, and provides client consulting in the areas of primary and specialty care services, development and management of ambulatory care networks, and correctional health care. Dr. Raba served as Chief Medical Officer of the Cook County Health and Hospital System, and COO and Medical Director of the 11,000-bed Cook County Jail in Chicago, Illinois. He is currently serving as the Interim Director of Health Services at Cook County Jail and also consulting with the Los Angeles County Health Department as assumes responsibility for jail health services. Dr. Raba is widely known in correctional health care and often serves as an expert witness in correctional health care litigation and as a medical monitor in court-ordered correctional health initiatives. His work has taken him into jails of every size, all over the country. Dr. Raba has consulted with Santa Barbara County in the past and is familiar with its health system and adult and juvenile jails. He has also recently consulted with Sacramento County on its jail health services and is very familiar with AB-109 and Title 15.

Gina Eckart MS, LMHC, is a managing principal with HMA. She is a licensed mental health counselor with 20 years of experience in public behavioral health. Prior to joining HMA, Gina served as the director of the Indiana Division of Mental Health and Addiction. She was responsible for policy, funding and management of the state's \$450 million public mental health and addiction system of care, including six state psychiatric hospitals and more than 2,200 employees. Gina has recently consulted on several jail diversion programs in several states and most recently in Los Angeles County. These programs involve courts, judges, probation/parole, community mental health and SUD providers, community-based agencies, sheriffs, and law enforcement. She has also worked as a mental health and addiction trainer for the Indiana Law Enforcement Academy and local crisis intervention team.

Proposal to Provide Assessment of Local Correctional Medical and Behavioral Health Staffing and Services, and Development and Rating of a Request for Proposals (RFP) for Those Services for Santa Barbara County, California | December 22, 2015

Gina will participate on the team virtually, through video and teleconferencing, and focus on mental health and substance abuse services inside the jails and diversion and re-entry processes for inmates with mental health and substance use problems.

Donna Laverdiere, MPP, is a senior consultant with HMA. An experienced health policy professional, Donna Laverdiere has extensive experience implementing public health care programs and in Medicaid managed care plan operations. Donna also has considerable knowledge of the private health insurance market. While at HMA, Donna has assisted several Medicaid managed care plans with drafting responses to state Medicaid competitive procurements, which included developing response content as well as participating in mock scoring of RFP responses. She has also assisted managed care plans across health plan operations and developed strategy for health plan market expansion.

Prior to joining HMA, Donna led implementation of key components of the health insurance exchange program for the Centers for Medicare & Medicaid Services' (CMS) Center for Consumer Information and Insurance Oversight (CCIIO). In this role, Donna developed two competitive RFPs for bid, including drafting content, developing scoring requirements and processes, and clearance of RFP documents with senior leadership. Donna also evaluated RFP responses and selected winning contractors.

PROJECT TIMELINE

The following timeline provides an overview of the major project activities and deliverables. It assumes that a contract between HMA and the Probation Department would start mid-January, that the RFP release date will be April 1, 2016, and that the County would allow a six-week timeframe for bidder response. A project timeline would be finalized with the Probation County during the project kick-off, and it can be adjusted if any of these assumptions need to be amended.

	JAN		FEB				MAR				APR				MAY				JUN				JUL			
	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Kick-Off Call	X																									
Document request		X																								
Document review		X	X	X	X	X	X	X																		
Site visit tour and Interviews			X																							
Follow up interviews				X	X	X																				
Collate findings				X	X																					
Prepare recommendations					X	X																				
Present recommendations							X																			
Identify priorities for RFP							X																			
Draft RFP						X	X																			
Present Draft RFP							X																			
Finalize RFP								X																		
Contract bidding window																										
Support bidder question process												X														
Develop selection process									X	X	X															
Review and score proposals															X	X	X									
Work with selection committee																X	X									
Support contract development																	X	X	X							
Develop contract transition guidance																						X	X			

ESTIMATED PROJECT COST

HMA proposes to conduct the proposed scope of work over 26 weeks. Our cost estimate is based on the following assumptions:

1. The scope of work will require about 240 hours of consulting from the HMA team.
2. The team will make 3 trips to Santa Barbara. Dr. Raba will fly from Chicago, Donna Strugar-Fritsch and Donna Laverdiere will drive together from San Francisco:
 - A. Site visit (Dr. Raba and Donna Strugar-Fritsch)
 - B. Presentation of findings and recommendations (Dr. Raba, Donna Strugar-Fritsch, and Donna Laverdiere)
 - C. Participation in scoring session (Donna Strugar-Fritsch and Donna Laverdiere)
3. The County will receive 5 bids and HMA will spend 3 hours scoring each one.

HMA proposes to conduct this scope of work on a time and materials basis. Based on the estimated scope of work, level of effort, travel as described, and a discount on our consulting rates, we estimate the project cost at \$99,000. This includes all travel time and expenses. If the assumptions noted above vary, we may need to adjust the total cost accordingly. HMA is also willing to adjust the scope of work and project cost in consultation with the Probation Department.

RESUMES

Gina Rizzo Eckart

Position

Managing Principal, Health Management Associates, Inc., Indianapolis, Indiana

Education

Master of Science, Counseling and Counselor Education, Indiana University, Bloomington, Indiana, 1990-1992

Bachelor of Science, Psychology, Indiana University, Bloomington, Indiana, 1986-1990

Licensure and Certification

Licensed Mental Health Counselor (1999-Present)

Professional Experience

HEALTH MANAGEMENT ASSOCIATES, INC., January 2012-present

- Provides consultation and technical assistance to state and local behavioral health authorities, and providers on a variety of issues including health care reform, implementation of evidence-based behavioral health services and the financing of such services.
- Assists state systems and provider agencies in system reviews, development of strategic plans, and construction of grant and other RFP responses.
- Facilitates the development, planning and application of strategies across public and private partnerships to increase the quality and accessibility of integrated health care.

INDIANA DIVISION OF MENTAL HEALTH AND ADDICTION, Director, February 2009 - December 2011

- Responsible for policy and funding of the public mental health and addiction system of care in Indiana.
- Management of approximately \$450,000,000 budget of state and federal funds.
- Oversight of six state psychiatric hospitals.
- Interface with Indiana General Assembly and Commission on Mental Health.
- Responsible for approximately 2,210 employees within central office and across state hospitals.
- Partnered with Indiana Medicaid to improve efficiency and oversight of Medicaid Rehabilitation Option Program resulting in approximately 30% decrease in expenditures while maintaining the existing service array.
- Directed state hospital transition plan resulting in 110 individuals transitioned into community based care, resulting in a savings of over \$15,000,000 to the state of Indiana.
- Acquired additional \$4,000,000 in federal grant funding for the Division.
- Led the development of a statewide plan for behavioral health workforce development.

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INDIANA DIVISION OF MENTAL HEALTH AND ADDICTION, Assistant Director, November 2005 – February 2009

- Assisted DMHA Controller with oversight of all DMHA contracts.
- Provided direction and leadership for DMHA strategic planning efforts.
- Managed the Office of Mental Health Policy and Planning and the Office of Addiction and Emergency Preparedness.
- Led the planning and implementation of a statewide quality assurance and service review process.
- Oversaw successfully funded grant applications of approximately \$28,000,000 in additional federal funding.
- Served as Acting Director in the absence of the Director.

MIDTOWN COMMUNITY MENTAL HEALTH CENTER, CTT Manager Acute Care Services, 1997–November 2005

- Responsible for administrative and clinical management of 24-hour Crisis Unit, Access Services and Intake System for comprehensive community mental health center.
- Responsible for total of 27 clinical and 5 support staff across 4 programs.
- Coordination of screening, scheduling and admission process for adult intakes.
- Management of psychiatric consultation services to Wishard Hospital Emergency and Psychiatric Emergency Departments
- Member of agency's JCAHO Oversight Committee.
- Oversight of budgets in excess of \$1.5 million.
- Led performance improvement initiatives, which included creation of the Access scheduling and information line.
- Led initiative to centralize adult intakes, creating improved show rates, employee and client satisfaction, as well as decreased wait times for service.

MIDTOWN COMMUNITY MENTAL HEALTH CENTER, Crisis Clinician, 1994-1997

- Provided crisis assessments for a variety of clients in both a walk-in clinic and the emergency room of Wishard Hospital. Responsibilities included triage, assessment, crisis intervention, screening for inpatient services, as well as linking clients to other needed services.
- Provided short-term follow-up for clients seen in emergency services.
- Provided psychiatric consultation to medical and surgical units of Wishard Hospital.
- Served on agency Policy and Procedure Committee.

Additional Professional Activities

Adjunct Professor, Indiana University Purdue University at Indianapolis, School of Social Work

National Association of State Mental Health Program Directors (NASMHPD) Board

Standards, Training, and Practice Subcommittee of the National Suicide Prevention Hotline

Indiana Prenatal Substance Abuse Commission

Marion County Mental Health Association Crisis and Suicide Line Advisory Board

Proposal to Provide Assessment of Local Correctional Medical and Behavioral Health Staffing and Services, and Development and Rating of a Request for Proposals (RFP) for Those Services for Santa Barbara County, California | December 22, 2015

Indianapolis Crisis Intervention Team (CIT) Committee

Marion County Suicide Prevention Coalition

NOVA and CISM trained

Trainer for Marion County Sheriff's Department and Indiana Law Enforcement Academy

Donna A. Laverdiere

Position

Senior Consultant, Health Management Associates, Inc., San Francisco, California

Education

Master of Public Policy, Duke University, Terry Sanford School of Public Policy, Durham, North Carolina, 2007

Bachelor of Arts in English, Tufts University, Medford, Massachusetts, cum laude, 2002

Summary of Qualifications

- Over five years of health policy experience in the federal government focused primarily on health reform and insurance marketplaces
- Leadership in developing operations and IT systems from concept to launch for the new federal health insurance marketplace program
- History of leading change in an extremely dynamic, start-up environment, including designing and implementing innovative operational solutions and establishing multiple new work streams
- Over three years of experience managing the development of marketing materials and e-commerce sites for two major corporations
- Experience leading teams including management of up to ten staff

Professional Experience

HEALTH MANAGEMENT ASSOCIATES, INC., February 2014-present

- Consulted with various Medicaid managed care plans on their responses to state contract solicitations, including development of models of care and strategies for IT development
- Provided research and policy analysis for private sector clients related to the Affordable Care Act and health insurance Marketplaces
- Provided program design consulting services to San Francisco county related to the development of public benefit programs

CENTER FOR CONSUMER INFORMATION AND INSURANCE OVERSIGHT (CCIIO), Centers for Medicare & Medicaid Services (CMS), Bethesda, Maryland/San Francisco, California, Director, Issuer and Plan Management Operations, Exchange Policy and Operations Group, May 2010-February 2014

- Led the implementation of key aspects of the Affordable Care Act's Marketplace program that affect health plans, progressing from the development of policy to operational implementation of IT systems and procedures.
- Contributed to the drafting of multiple Federal regulations related to the Marketplace program.

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Proposal to Provide Assessment of Local Correctional Medical and Behavioral Health Staffing and Services, and Development and Rating of a Request for Proposals (RFP) for Those Services for Santa Barbara County, California | December 22, 2015

- Managed a team of software developers, consultants, and staff on the implementation of health plan management IT systems, including requirements development, design, and launch, utilizing agile development methodology.
- Managed insurer and association relationships including providing ongoing technical assistance and developing strategies and messaging for insurer communication.
- Developed policy and strategy for working with states on their implementation of aspects of the Affordable Care Act.

OFFICE OF THE SECRETARY, DEPARTMENT OF HEALTH AND HUMAN SERVICES, Washington, DC, Policy Analyst, Office of Budget, January 2008-May 2010

- Led the analysis of the Medicaid and Children's Health Insurance Program (CHIP) budgets and associated policy in the budget office of the Secretary.
- Led the implementation of health reform activities within the Office of Budget, including administrative cost estimation for the Affordable Care Act.

U.S. HOUSE OF REPRESENTATIVES, Energy and Commerce Committee, Washington, DC, Health Fellow, Health Subcommittee, July 2008-November 2008

- Assisted in the development of a comprehensive Food and Drug Administration (FDA) reform bill
- Helped develop legislation to provide health care for 9/11 emergency responders and related to Medicaid home and community-based services

DIGITAS, LLC, Boston, Massachusetts, Marketing Associate, 2004-2006

- Contributed to the design and development of an e-commerce site for a new AT&T product launch
- Managed the day-to-day operation of the AT&T Voice Over IP shopping website, including project management of copy writers, designers, and programmers
- Managed client relationships with AT&T and General Motors marketing managers
- Developed creative strategies and marketing messages for various AT&T and General Motors products

HOUGHTON MIFFLIN COMPANY, Boston, Massachusetts, Marketing Assistant, 2002-2004

- Developed and managed marketing efforts for two college textbook lines totaling \$9 million in annual sales
- Trained a 200-member sales force on marketing messages related to college textbooks
- Created and contributed to marketing materials and editorial development

Professional Certification

Scrum Alliance, Scrum Master Certified, October 2011

John Michael Raba, MD

Position

Principal, Health Management Associates, Inc., Chicago, Illinois

Education and Training

Doctor of Medicine, Northwestern University Medical School, Chicago, Illinois, 1974

Internal Medicine Residency, Cook County Hospital, Chicago, Illinois, July 1975-June 1977

Straight Medicine Internship, Cook County Hospital, Chicago, Illinois, July 1974-June 1975

American Board of Internal Medicine Certification, 1977

State of Illinois License # 036-54835, July 1, 1978

Bachelor of Arts, University of Michigan, Ann Arbor, Michigan, 1969

Professional Experience

HEALTH MANAGEMENT ASSOCIATES, INC., Principal, October 2006-present

Recent Projects include: Cermak Health Services at Cook County Department of Corrections, Interim Health Services Site Administrator; Sacramento County Jail Services Assessment; Colorado Department of Youth Services Assessment of Psychotropic Medication Utilization; Peoria County Juvenile and Adult Detention Centers Assessment; John Stroger/Cook County Hospital Medicaid Waiver Project; St. Louis City Jail Health Care Assessment; Santa Barbara County Inpatient Mental Health Services; New York City Mechanical Restraints on Hospitalized Detainees; Los Angeles County+USC Hospital and Ambulatory Care Network; Contra Costa (CA) Health Care Delivery System; LA County Adult Jail Specialty Care; LA County Juvenile Detention Centers; Martin Luther King Hospital Ambulatory Care Center; River Region Counties of Alabama; California State Prisons (Asthma and Diabetes); South Central LA Integrated Delivery System

COOK COUNTY HEALTH & HOSPITAL SYSTEM, Interim Chief Medical Officer, September 2008-December 2009

PRISON SYSTEM OF PUERTO RICO, Medical Monitor of the Prison System, March 2006-present

PRISON SYSTEM OF PUERTO RICO, Correctional Health Consultant, March 2006-present.

COOK COUNTY HOSPITAL (now known as John H. Stroger Hospital), Departments of Family Practice, Internal Medicine, Ruth M. Rothstein CORE Center, and Cermak Health Services, Attending Physician, 1978-present.

SANTA CLOTILDE CENTRO DE SALUD, Santa Clotilde, Rio Napo, Peru, Attending Physician, November 2005-February 2006.

DALLAS COUNTY JAIL, Correctional Health Consultant, July 2005-November 2005.

CERMAK HEALTH SERVICES, Cook County Bureau of Health Services, Chief Operating Officer, September 2004-September 2005.

CERMAK HEALTH SERVICES, Cook County Bureau of Health Services, Cook County Department of Corrections, Chicago, Illinois, Chief Operating Officer and Acting Medical Director, October 2003-September 2004.

AMBULATORY AND COMMUNITY HEALTH NETWORK, Cook County Bureau of Health Services, Chicago, Illinois, Co-Medical Director, July 1998-September 2003.

FANTUS HEALTH CENTER/SPECIALTY CARE CENTER, Cook County Hospital/John H. Stroger, Jr. Hospital, Cook County Bureau of Health Services, Chicago, Illinois, Medical Director, 1992-September 2003.

CERMAK HEALTH SERVICES, Cook County Department of Corrections, Medical Director; Department of Correctional Health Services, Cook County Hospital, Chairman, October 1980-December 1991.

Activities

Chair, Staffing & Human Resources Taskforce, Cook County Bureau of Health Services, January 2005-present.

City of Chicago, Mayor's Taskforce on Prisoner Re-entry, June 2004-present.

Member, Search Committee for Chairman, Cermak Health Services, John H. Stroger Hospital of Cook County, August 2003-May 2004.

Chairman, Search Committee for Chairman, Department of Correctional Health Services, Cermak Health Services, Cook County Hospital, July 1996-July 1998.

Westside District Health Council, 1996-September 2003.

Chairman, Search Committee for Chairman - Department of Surgery, Cook County Hospital, June 1986.

Advisory Committee and Quality Assurance Sub-Committee Chicago, Health Care for the Homeless Project, 1985-1988.

Jail/Prison Health Experience

Los Angeles County – USC Hospital, Consultant, December 2006-June 2008. Outpatient specialty care service delivery for detainees in the custody of the Los Angeles Sheriff's Department (Adult Jail)

Los Angeles Department of Health Services, Consultant, December 2006-June 2008. Assessment of health care delivery processes in LA Juvenile Detention Centers.

Commonwealth of Puerto Rico, Medical Monitor of the medical care provided in the jails and prisons of Puerto Rico, March 2006-present.

Dallas County Jail, Consultant, July 2005-present. Site inspection and development of recommendations for restructuring of Jail's health care delivery system

Cermak Health Services, Chief Operating Officer, Cook County Bureau of Health Services, September 2004-present.

Cermak Health Services, Chief Operating Officer and Acting Medical Director, Cook County Department of Corrections, Cook County Bureau of Health Services, October 2003-September 2004.

Hare v. Ramsey, Kane County Jail, Expert Witness Testimony on death of detainee in Kane County Jail, March 2002.

Court Appointed medical expert - "Carlos Morales Feliciano et al v. Carlos Romero Barcello, et al". Review and recommend restructuring of health care system in jails and prisons of the Commonwealth of Puerto Rico, July 1987-2000.

Prisoner's Right Project, The Legal AID Society, "Milburn et al v. Coughlin et al", Chart Review and Report on Mortalities, Green Haven Correctional Facility, August 29, 1988.

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Proposal to Provide Assessment of Local Correctional Medical and Behavioral Health Staffing and Services, and Development and Rating of a Request for Proposals (RFP) for Those Services for Santa Barbara County, California | December 22, 2015

Legal Services of Eastern Missouri, "Lopez et al v. Buerger et al", Report on Health Care Delivery System at Jefferson County Jail, Hillsboro, Missouri, June 1988.

Site Inspection of Medical Services (2nd visit), Ossining (Sing Sing) Correctional Facility, Department of Justice, New York Department of Corrections, Ossining, New York, April-August 1986.

Court appointed expert in "McBride v. Farrier" consent decree, Monitor of health care at Iowa State Penitentiary, Fort Madison, Iowa, March 1987-1994.

Testimony at Department of Corrections Public Hearing, "Medical Intake Screening, Minimum Standards for Jails", Office of Inmate Advocacy, State of New Jersey, January 21, 1986.

Health Care Standards Revision Committee, Standards for Health Care in Jail and Prisons, National Commission on Correctional, Chicago, Illinois, February-July 1986.

Legal Services Organization of Indiana, "Inmates of Indiana State Farm v. Orr et al", Indiana State Farm, Putnamville, Indiana, September 6, 1985, Deposition given January 24, 1986.

Site Inspection of Medical Services, Ossining Correctional Facility, Department of Justice New York Department of Corrections, Ossining, New York, February 22-23, 1984.

Testimony for plaintiff concerning death in Arecibo City Jail, "Cristobal Miranda v. Romero Barcello, et al", San Juan, Puerto Rico, January 17-19, 1984.

The Legal AID Society Prisoner's Rights Project, "Vega et al v. Ward et al", Site Visit and Report on Medical Services of Riker's Island hospital (Infirmary), September 20-21, 1984 and October 1990.

Re-certification Review for American Medical Association Jail, Health Services Accreditation, January 5, 1984.

"Newman v. State of Alabama", Deposition given, Montgomery, Alabama, January 1983.

Site Visit San Francisco City Jail, October 1982.

National Prison Project, Inspection and Review of Health Care Systems in State of Alabama Penitentiaries (Foundation, Holman, Tutwiler, Draper Station, Kirby, Hamilton Correctional Centers), 1982.

Site Inspection and Report on Medical Care System, Vanderburgh County Jail, "Fleener et al, v. De Groot", Legal Services of Indiana, Evansville, Indiana, 1982.

Site Visit, Rikers Island, New York City Jail, 1981.

Chairman/Medical Director, Department of Cermak Health Services, Cook County Hospital, Cook County Department of Corrections, 1981-1992.

Ambulatory Services Committee, Cermak Health Services, "Stocker" Report: Recommendation for establishment of comprehensive health services at Cook County Jail, 1979.

Publications

Broad J.; Cox T.; Rodriguez, S.; Mansour, M.; Mennella, C.; Murphy-Swallow, D.; Raba, J.; Wong, W. "The Impact of Discontinuation of Male STD Screening Services at a Large Urban County Jail – Chicago, 2002-2004" 2007, Publication pending.

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Proposal to Provide Assessment of Local Correctional Medical and Behavioral Health Staffing and Services, and Development and Rating of a Request for Proposals (RFP) for Those Services for Santa Barbara County, California | December 22, 2015

Trick, W.; Kee, R.; Murphy-Swallow, D.; Mansour, M.; Mennella, C.; Raba, J. "Detection of Chlamydia and Gonococcal Urethral Infection During Jail Intake: Development of a Screening Algorithm" Sexually Transmitted Diseases, 33 (10): 599-603, October, 2006.

Puisis, M., Editor, Raba, J., Associate Editor, Clinical Practice in Correctional Medicine, Second Edition, Mosby Elsevier, 2006.

Raba, J. "Intake Screening and Periodic Health Evaluations" Clinical Practice in Correctional Medicine, (Chapter) Second Edition, Mosby Elsevier, 2006.

Kahn, R., Joesoef, R., Avnnalem, G., Pulsis, M., Raba, J., Kerndt, P. "Overview of Sexually Transmitted Diseases" Clinical Practice in Correctional Medicine, (Chapter), Second Edition, Mosby Elsevier, 2006.

Puisis, M., Editor, Raba, J., Associate Editor, Clinical Practice in Correctional Medicine, First Edition, 1998.

Raba, J., "Mortality in Prisons and Jails" Clinical Practice in Correctional Medicine, (Chapter) p. 301-13, Mosby, Inc. 1998.

Aks, S.; Mansour, M.; Hryhorczuk, D.; Raba, J.; Vandenhork, T. "Barium Sulfide Ingestion in an Urban Correctional Facility Population" Journal of Prison and Jail Health. Vol. 12, No.1, 1993.

Lampner, T.; Brewer, A.; Raba, J. "HIV In Prison: A Counseling Opportunity" JAMA. Vol. 266, No. 3, July 17, 1991.

Raba, J.; Prentice, R.; Aver, R.; Joseph, H.; Kiyasu, S.; Torres, Brickner, R. "AIDS and Homelessness" Under The Safety Net. The Health and Social Welfare of the Homeless in the United States, (Chapter) P. Brickner, (W.W. Norton Co.), 1990.

Puisis, M.; Raba, J. "Adding on Human Bites to Hepatitis B Prophylaxis" Correct Care, The National Commission on Correctional Health, Col. 2, Issue 3, p. 4, July 1988.

Danielson, J.; Walter, R.; Raba, J.; and Powell, W. "Traumatic Tympanic Membrane Perforations: Experience in a Jail Population" Journal of Prison and Jail Health, Vol.6, Number 1, p. 86-88, Spring 1986-1987.

Raba, J., "Health Care at an Urban Jail" Illinois Medical Journal, Vol. 164, p. 417, November 1983.

Raba, J. And Barrett - Obis, C. "Male Intake Screening at a Large Urban Jail" Journal of Prison Health, Spring/Summer 1983.

Raba, J. "Asymptomatic Gonorrhoea at a County Jail," Letter, The Journal of the American Medical Association, Vol. 245, p. 823, June 19, 1979.

Shah, P.; Patel, A.; DiMaria, F.; Vohra, A.; Raba, J. "Polycythemia in Lung Cancer" Clinical Laboratory Haemat, 1979.

Lectures/Presentations

"Asthma in Adults I and II" California Prisons Asthma Project, Sacramento, California, February-December 2008.

"Health Care In the Amazon Basin of Peru", Loyola University Medical School; Division of Infectious Diseases Staff, John H. Stroger Hospital of Cook County Hospital; Medical Staff, John H. Stroger Hospital of Cook County, April 2006-June 2006.

"You be the Judge: A Mock Trial Involving an Inmate's Claim", Updates in Correctional Health Care, National Commission on Correctional Health Care, October 24, 2004.

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Proposal to Provide Assessment of Local Correctional Medical and Behavioral Health Staffing and Services, and Development and Rating of a Request for Proposals (RFP) for Those Services for Santa Barbara County, California | December 22, 2015

"The Delivery of Ambulatory Care to the Underserved Urban Population", The Sociology of Health Care Delivery, Masters in Health Administration Program, Rush Medical College, Chicago, Illinois, 1993-1995.

"American Jails: Myths and Realities", Series: Understanding the Health Care Needs of Central City Children, Sinai Samaritan Medical Center, Milwaukee, WI, October 23, 1992.

"Mortality in an Urban Jail, 1981 -1990" 4th World Congress on Prison Health Care, Anchorage, Alaska, May 7, 1991.

"Health Care of Prisoners", American College of Physicians, 72nd Annual Meeting, New Orleans, LA, April 12, 1991.

"Law Enforcement and AIDS: Questions of Justice and Care", Conference, Panel Discussant, Departments of Criminal Justice and Social Work, Loyola University of Chicago. Proceedings Published by Bensinger. G. And Rowe. C., Loyola University of Chicago Press, February 1988

"National Commission on Correctional Health Care, Standards for Health Services in Jails Accreditation", 10th Conference on Correctional Health Care, Washington, D.C., October 3, 1987.

"Populations in Correctional Institutions", University of Illinois College of Medicine at Urbana – Champaign, Medicine and Society Seminar Series, Perspectives on Health Care Needs of Special Populations, Champaign, Illinois, April 30, 1986.

"Health Care in an Urban Jail" Northwestern University Medical School, Department of Preventive Medicine, Chicago, Illinois, 1984-1989.

"Correctional Health Care in the USA", Social Medicine Lecture, Cook County Hospital, Chicago, IL, November 28, 1984.

"Medical Intake Screening in Urban Jails", National Commission on Correctional Health Care National Conference on Medical and Health Services in the Correctional Setting, Chicago, Illinois, October 12, 1984.

"Urban Jail Mortality Review", National Commission on Correctional Health Care, National Conference on Medical and Health Services in the Correctional Setting, Chicago, Illinois, October 12, 1984.

"Meningococcal Meningitis in the Correctional Setting", Second World Congress on Prison Health Care, Ottawa, Canada, August 1983.

"Routine Health Maintenance", Illinois Society of Physician Assistants, Chicago, Illinois, June 1981.

Foundations/Boards

St. Vincent DePaul Advisory and Development Board, Chicago, Illinois, 2006-present.

Health and Medicine Policy Research Group Board Member, Chicago, Illinois, 1991-1993.

Physician Assistant Program, Advisory Board Member, Medical Director (1987-1990), Vice-Chairman (1990-1992), Malcolm X City-Wide College/Cook County Hospital, 1987-present

Health Care for the Homeless, Robert Wood Johnson, Pew Memorial Foundations National Advisory Board Member, 1984-1988

Awards

St. James Award, Service and Commitment, Archbishop Quigley Preparatory Seminary, Chicago, Illinois, June, 2007.

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Quigley Distinguished Alumni Award, Archbishop Quigley Seminary High School, Chicago, Illinois, March 8, 1994.

Distinguished Award of Merit, National Commission on Correctional Health Care, Chicago, Illinois, November 10, 1989.

Honoree: Public Service in the Field of Health, Health and Medicine Policy Research Group, Chicago, Illinois, March 23, 1985.

Alumnus Community Services Award, St. Mary of the Lake Seminary, Niles College, Chicago Catholic Archdiocese, November 11, 1984.

Donna Strugar-Fritsch, MPA, BSN

Position

Managing Principal, Health Management Associates, Inc., San Francisco, California

Education

MPA, Western Michigan University, 1992

BSN, Michigan State University, 1974

Range of Experience

Broad experience in health policy including government programs, managed care, correctional health, rural health, public health, program development and administration of clinical services, grant-funded demonstrations and evaluations, and public-private-academic partnerships in all realms of health care and other human services. Administration of senior-level leadership training, and graduate-level instruction in health and human service curricula. Advanced writing and communication experience in corporate, academic, and community venues. Broad experience in governance and management of professional associations and other non-profit organizations.

Professional Experience

HEALTH MANAGEMENT ASSOCIATES, INC., February 2003-present.

Works with a wide variety of clients to develop and operationalize strategic plans and strategic projects. Facilitates numerous statewide health commissions and task forces; topics include Medicare/Medicaid dually eligible projects, childhood lead poisoning, the manufacturing industry and health care reform. Conducts analyses for foundations and associations to advance their efforts to influence health policy and to develop programs for the uninsured. Provides extensive analytic and consultative services to government employers and their unions as they develop and administer medical, dental and pharmacy benefits and policies. Extensive consulting with state departments of corrections, county and city jails, and providers, accrediting bodies and federal policy makers in correctional health on methods to address rising health care expenses for inmates and on the impact of the Affordable Care Act on the corrections setting; nationally recognized speaker and author on the topic. Consulting with Michigan and Tennessee on Health Benefit Exchange development including stakeholder engagement, broker relations and training, and strategies to increase premium payment and minimize disenrollment. Evaluated proposed Exchange legislation packages in Arizona. Consults with other Exchange-related clients on Navigator applications, Medicaid enrollment interface with prisons and jails, and Exchange plan benefit requirements for pre-trial detainees.

INDEPENDENT CONSULTANT, June 2000-February 2003.

Operated full-time consulting practice, provided a variety of planning, leadership, policy analysis, facilitation and program development services to clients in health care and other non-profit organizations.

MICHIGAN PUBLIC HEALTH INSTITUTE

Director of Planning and Development, January 1998-June 2002.

Responsible for strategic corporate initiatives for non-profit research and policy think-tank with \$19 million budget and 170 FTEs. Developed new partnerships and projects, served as principal investigator/grant manager on

Proposal to Provide Assessment of Local Correctional Medical and Behavioral Health Staffing and Services, and Development and Rating of a Request for Proposals (RFP) for Those Services for Santa Barbara County, California | December 22, 2015

sensitive projects. Oversaw corporate internal and external communications, member of corporate management team.

Director of Planning and Operations, September 1996-December 1997.

Developed internal functions for human resources, business operations, facilities, staff training, and communications. Oversaw design and building of new facility, its communication and computer infrastructure, and its videoconferencing center.

MICHIGAN HEALTH CARE INSTITUTE, Director, January 1994-August 1996.

Directed operations of grant and policy-related activities of non-profit subsidiary of the Michigan Health & Hospital Association. Principal Investigator of 3-year, \$1.5 million grant-funded initiative to advance delivery of health services in seven rural multi-county sites in Michigan. Directed projects in public/private cancer care coordination, long term care.

MICHIGAN HOSPITAL ASSOCIATION, Division of Health Delivery and Finance, January 1990 to December 1993.

Progressive responsibility for policy research and development, advocacy and education related to health delivery for 180 Michigan hospitals. Directed state-wide member task forces on health care quality, utilization, behavioral health services, and rural health. Analyzed Medicaid provider appeal process to rectify claims backlog of \$10 million.

BLUE CARE NETWORK – HEALTH CENTRAL, 1981-1990.

Held a variety of staff and contracted positions to develop managed care services, deliver patient care, and manage HMO resources. Developed home care division including policies and operations to deliver home care services and medical equipment to 63,000 members.

Publications

Strugar-Fritsch, D., *Health Care Reform: What's Next in Corrections?* CorrectCare, Fall 2012, 26:4.

Creech, C., Kornblau, B., Strugar-Fritsch, D., *A Model Plan for the Uninsured: Delivering Quality and Affordability in a Limited Benefit Managed Care Safety Net Program in Flint, Michigan* Journal of Health Care for the Poor and Uninsured 23 (2012): 339 – 346.

Daniel J Kruger, Linda Hamacher, Donna Strugar-Fritsch, Lauren Shirey, Emily Renda, Marc A Zimmerman, "Facilitating the development of a county health coverage plan with data from a community-based health survey", *Journal of Public Health Policy* 2010 Vol 31: No 2 pp 199-211

Out of the Box and Over the Barriers: Community –Driven Strategies for Addressing the Uninsured Woodbury, V., Strugar-Fritsch, D., Shaheen, P., 1st Books Press, 2003.

Professional Credentials

Certified Correctional Health Care Professional, 2011 - current

Registered Nurse, State of Michigan, # 118918

Fellow, National Public Health Leadership Institute, 1998 - 1999

Certificate: Excellence in Non-Profit Leadership & Management, 1999

"The Fund Raising School", Indiana University Center on Philanthropy, 1997

HEALTH MANAGEMENT ASSOCIATES

March 2, 2016

Lee A. Bethel
Deputy Chief Probation Officer
Santa Barbara County
117 E. Carrillo Street
Santa Barbara, CA 93101

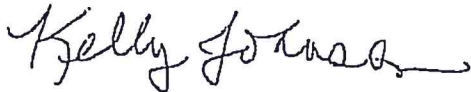
Dear Mr. Bethel:

In response to your letter dated February 29, 2016, we have reviewed the scope of work for the project to access the medical and mental health services at the Santa Barbara County Jail, and the medical services at the Juvenile Hall and at Los Prietos Boys Camp and the subsequent RFP process. We appreciate your consideration of our proposal and the clarification of the scope of work based on your most recent discussions.

In HMA's judgment, the request to delete the review of mental health services at the juvenile facility will have only a slight impact on the budget and level of effort. Our team estimates that the level of effort would decrease by no more than 6 hours, resulting in a budget reduction of \$2,100.

Please let us know if any other response or discussions are necessary. We are open to your feedback to ensure that we have correctly interpreted the change in scope.

Sincerely,



Kelly Johnson
Vice President

ONE MICHIGAN AVENUE BUILDING, 120 NORTH WASHINGTON SQUARE, SUITE 705, LANSING, MICHIGAN 48933
TELEPHONE: 517.482.9236 | FAX: 517.482.0920
WWW.HEALTHMANAGEMENT.COM

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HEALTH MANAGEMENT ASSOCIATES

March 2, 2016

Damon Fletcher
 Santa Barbara Probation Department
 117 E Carrillo St.
 Santa Barbara CA 93101

Dear Mr. Fletcher:

Thank you for the opportunity to clarify Health Management Associates' proposed pricing for our response to the Santa Barbara RFQ for the Assessment of Local Correctional Medical and Behavioral Health Staffing and Services, and Development and Rating of a Request for Proposals (RFP) for those services. HMA proposed a price of \$97,000 for the proposed scope of work.

We propose to bill monthly for the actual hours and expenses incurred, with detail. The final cost may be less than \$97,000 if, for example, there are fewer than five bids to score, or fewer of the HMA team travel to the presentations. Barring a change in scope of work, we will not bill more than a total of \$97,000. We request the right to negotiate a change in total project fees if there is a significant change in the scope of work.

For project consulting, we estimate we will need 240 hours allocated as follows:

Task	Hours
Assess current jail health services, present findings and recommendations	106
Prepare health care vendor RFP	54
Score 5 vendor bids and present findings	50
Provide technical assistance in contracting, transition, and monitoring	24
TOTAL	234

We estimate our consulting cost as follows, noting that the actual hours by person may vary and also that we have discounted our rates because Santa Barbara is a public entity.

Classification	Name	Hourly Rate	Estimated Hours	Cost
Physician	Jack Raba	\$408	28	\$11,424
Managing Principal	Donna Strugar-Fritsch	\$344	121	\$41,624
Managing Principal	Gina Eckart	\$344	4	\$1,376
Senior Consultant	Donna Laverdiere	\$281	81	\$22,761
TOTAL Labor			234	\$77,185

Costs include travel time and expense for three trips to Santa Barbara. HMA bills travel time at 50% of our hourly rate and expenses at cost with receipts. We estimate travel cost for three trips to average

ONE MICHIGAN AVENUE BUILDING, 120 NORTH WASHINGTON SQUARE, SUITE 705, LANSING, MICHIGAN 48933
 TELEPHONE: 517.482.9236 | FAX: 517.482.0920
 WWW.HEALTHMANAGEMENT.COM

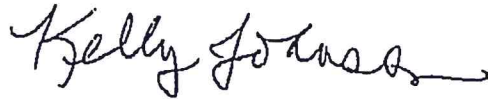
ATLANTA, GEORGIA • AUSTIN, TEXAS • BOSTON, MASSACHUSETTS • CHICAGO, ILLINOIS • COLUMBUS, OHIO
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Damon Fletcher
3/2/2016
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about \$6,500 per trip for total travel expense of about \$19,500. Small incidental expenses for notebooks, color copies, etc. may also be billed.

Once again, barring a change in scope of work, the project cost will not exceed \$97,000. Please contact us for any additional information you may require.

Sincerely,

A handwritten signature in cursive script that reads "Kelly Johnson". The signature is written in black ink and is positioned below the word "Sincerely,".

Kelly Johnson
Vice President

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 96,900.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in ATTACHMENT B-1 (Schedule of Fees). Invoices submitted for payment that are based upon ATTACHMENT B-1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of ATTACHMENT B-1 shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. CONTRACTOR MONTHLY INVOICING REQUIREMENTS

1. Invoice Format

Monthly invoices shall be in a COUNTY pre-approved format. The invoice shall list costs by staff position (including total hours by position) and operating expense and equipment costs consistent with the line items on the attached ATTACHMENT B-1. All costs claimed by CONTRACTOR for reimbursement by COUNTY shall be identified in the specific format required by COUNTY.

2. Invoice Linkage to ATTACHMENT B-1 Budget Positions

Any invoiced costs for staff positions or equipment costs not listed in ATTACHMENT B-1 of this Agreement will not be reimbursed by the COUNTY unless approved in advance by the COUNTY.

3. Invoice Timely Submission

CONTRACTOR shall submit monthly invoices by the tenth of each subsequent month to the COUNTY DESIGNATED REPRESENTATIVE (i.e. representative listed in paragraph 2, Notices, of the main body of this Agreement).

4. Invoice Signature

Invoices shall be signed and dated by an authorized CONTRACTOR's Designated Representative, as well as, identifying the name and title of the CONTRACTOR's Designated Representative preparing the invoice.

5. Administrative/Overhead Costs

Allocated Administrative/Overhead costs shall not be reimbursable and shall not be claimed unless such costs are identified and budgeted in ATTACHMENT B-1 of this Agreement.

6. Administrative/Overhead Documentation

Annually, COUNTY may require the CONTRACTOR to submit written documentation to support the calculation of the set percentage and basis used to allocate administrative/overhead costs for the fiscal year in question, as well as, identifying all administrative/overhead costs by line item and by staff position for salaries.

7. Board of Directors List

To the first monthly invoice submitted under this Agreement, the CONTRACTOR shall attach a list of the CONTRACTOR's Board of Directors including addresses, phone numbers and titles of officers who are members of the Board. **IMPORTANT: No invoice shall be considered valid until a copy of this list of the Board of Directors is received by the COUNTY.**

F. OTHER FINANCIAL REQUIREMENTS:

1. CPA Prepared Financial Audit Report

CONTRACTOR shall provide a copy of the most recent CONTRACTOR financial audit report and related management letter (prepared by a Certified Public Accountant) to the County along with the first monthly invoice under this Agreement and annually thereafter with the same calendar month invoice if this Agreement covers multiple years. The submission of the aforementioned audit report and management letter shall be a condition precedent for payment for each year covered by this Agreement.

2. Delivery of Service Commitment

CONTRACTOR is expected to deliver the level of services (by fiscal year) as specified on the attached ATTACHMENT B-1. CONTRACTOR understands and acknowledges that the failure to timely expend funds for any given fiscal year of this Agreement may jeopardize the ability to meet performance measures or legal requirements and may raise questions about the need for services and viability of providing funds for these services.

3. Fiscal Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the CONTRACTOR's performance of the Agreement in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from support documentation to the accounting record to the financial reports and billings. CONTRACTOR shall keep such records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and as required by law and shall maintain such records for the greater of four (4) years following the termination of this Agreement or as otherwise stated by law and shall be subject to examination and audit by authorized State or COUNTY representatives at any time during CONTRACTOR's regular business hours upon reasonable notice.

4. Inspection of Records

Make sure books, records, documents and other evidence is available to the COUNTY, or its Designated Representative, during the term of the Agreement or final audit, and for four (4) years after the termination of this Agreement or as otherwise required by law, whichever is later, and provide suitable facilities for access, monitoring, inspection, and copying thereof.

5. Access to Staff and Facilities

Permit the COUNTY, or its Designated Representative, to have access to CONTRACTOR's staff and facilities wherever CONTRACTOR has been or is performing this Agreement and shall provide proper facilities for access, monitoring and inspection.

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect 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.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

Board Contract Summary

BC _____

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: Auditor-Controller Intranet Policies->Contracts.

D1.	Fiscal Year	2015-17
D2.	Department Name	Sheriff and Probation
D3.	Contact Person	Damon Fletcher
D4.	Telephone	(805) 882-3654

K1.	Contract Type (check one):	<input checked="" type="checkbox"/> Personal Service	<input type="checkbox"/> Capital
K2.	Brief Summary of Contract Description/Purpose	Provide service for the development and rating of Request for Proposals for institution medical services.	
K3.	Department Project Number		
K4.	Original Contract Amount	\$ 72,750 Sheriff/ \$24,250 Probation	
K5.	Contract Begin Date	3/28/2016	
K6.	Original Contract End Date	3/31/2017	
K7.	Amendment? (Yes or No)	No	
K8.	- New Contract End Date		
K9.	- Total Number of Amendments		
K10.	- This Amendment Amount	\$	
K11.	- Total Previous Amendment Amounts	\$	
K12.	- Revised Total Contract Amount	\$	

B1.	Intended Board Agenda Date	4/19/2016
B2.	Number of Workers Displaced (if any)	
B3.	Number of Competitive Bids (if any)	
B4.	Lowest Bid Amount (if bid)	
B5.	If Board waived bids, show Agenda Date	
	and Agenda Item Number	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	

F1.	Fund Number	0001
F2.	Department Number	032/022
F3.	Line Item Account Number	7460
F4.	Project Number (if applicable)	
F5.	Program Number (if applicable)	2200 and 2300 Probation
F6.	Org Unit Number (if applicable)	
F7.	Payment Terms	Net 30

V1.	Auditor-Controller Vendor Number	
V2.	Payee/Contractor Name	Health Management Associates
V3.	Mailing Address	120 N Washington Square, #705
V4.	City State (two-letter) Zip (include +4 if known)	Lansing, MI 48933
V5.	Telephone Number	(517) 482-9236
V6.	Vendor Contact Person	Jeff DeVries
V7.	Workers Comp Insurance Expiration Date	4/15/16
V8.	Liability Insurance Expiration Date	4/15/16
V9.	Professional License Number	
V10.	Verified by (print name of county staff)	

V11 Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 4/7/16 Authorized Signature: 

Board Contract Summary

BC 16 - 193

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: *Auditor-Controller Intranet Policies->Contracts*.

D1.	Fiscal Year	2015-17
D2.	Department Name	Sheriff and Probation
D3.	Contact Person	Damon Fletcher
D4.	Telephone	(805) 882-3654

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Provide service for the development and rating of Request for Proposals for institution medical services.
K3.	Department Project Number	
K4.	Original Contract Amount	\$ 72,750 Sheriff/ \$24,150 Probation
K5.	Contract Begin Date	3/28/2016
K6.	Original Contract End Date	3/31/2017
K7.	Amendment? (Yes or No)	Yes
K8.	- New Contract End Date	3/31/2017
K9.	- Total Number of Amendments	1
K10.	- This Amendment Amount	\$ 28,000
K11.	- Total Previous Amendment Amounts	\$ 0
K12.	- Revised Total Contract Amount	\$ 124,900

B1.	Intended Board Agenda Date	4/19/2016
B2.	Number of Workers Displaced (if any)	
B3.	Number of Competitive Bids (if any)	
B4.	Lowest Bid Amount (if bid)	
B5.	If Board waived bids, show Agenda Date	
	and Agenda Item Number	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	

F1.	Fund Number	0001
F2.	Department Number	032/022
F3.	Line Item Account Number	7460
F4.	Project Number (if applicable)	
F5.	Program Number (if applicable)	2200 and 2300 Probation
F6.	Org Unit Number (if applicable)	
F7.	Payment Terms	Net 30

V1.	Auditor-Controller Vendor Number	
V2.	Payee/Contractor Name	Health Management Associates
V3.	Mailing Address	120 N Washington Square, #705
V4.	City State (two-letter) Zip (include +4 if known)	Lansing, MI 48933
V5.	Telephone Number	(517) 482-9236
V6.	Vendor Contact Person	Jeff DeVries
V7.	Workers Comp Insurance Expiration Date	4/15/17
V8.	Liability Insurance Expiration Date	4/15/17
V9.	Professional License Number	
V10.	Verified by (print name of county staff)	

V11 Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 1/6/17 Authorized Signature: 