

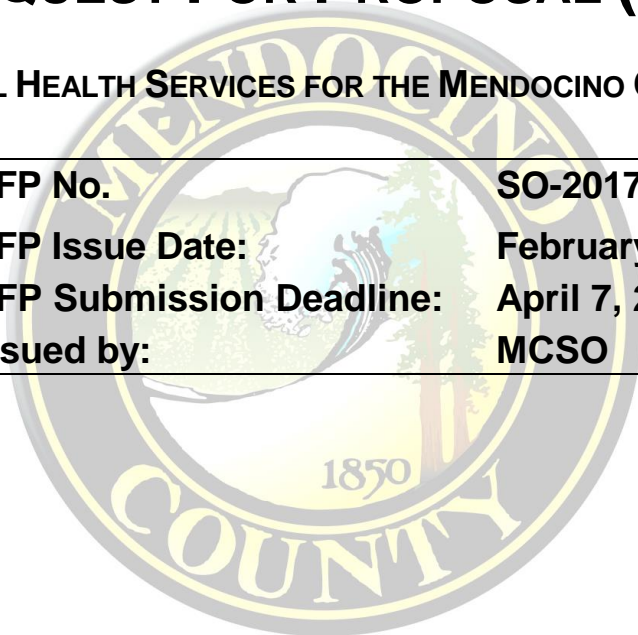
COUNTY OF MENDOCINO

Mendocino County Sheriff-Coroner Office (MCSO)
951 Low Gap Rd. ♦ UKIAH, CA 95482 ♦ (707) 463-4411
mcsso-contracts@co.mendocino.ca.us

REQUEST FOR PROPOSAL (RFP)

MEDICAL HEALTH SERVICES FOR THE MENDOCINO COUNTY JAIL

RFP No.	SO-2017-002
RFP Issue Date:	February 9, 2017
RFP Submission Deadline:	April 7, 2017
Issued by:	MCSO



REQUEST FOR PROPOSAL

MEDICAL HEALTH SERVICES FOR THE MENDOCINO COUNTY JAIL COUNTY OF MENDOCINO



RFP No.	SO-2017-002
RFP Issue Date:	February 9, 2017
RFP Submission Deadline:	April 7, 2017

I. INTENT

This Request for Proposal (RFP) announces the intent of the County of Mendocino to seek proposals for Medical Health Services for the Mendocino County Jail.

The purpose of the RFP is for Medical Health Services for the Mendocino County Jail..

II. DEFINITIONS

COUNTY – The County of Mendocino.

VENDOR – A person, partnership, firm, corporation, or joint venture submitting a proposal to obtain a COUNTY contract.

CONTRACTOR – A vendor who signs a contract with the COUNTY to perform services.

III. PROPOSAL SUBMISSION GUIDELINES

A. Vendors must submit five copies of their proposal: Five complete paper copies with original Vendor signature, and one complete copy on CD. The proposal must be formatted in accordance with the instructions of this RFP. Promotional materials may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No. SO-2017-002", and delivered by 2:00 p.m. April 7, 2017 to:

Mendocino County Sheriff-Coroner Office
Attn: Dora Briley
501 Low Gap Road, Room 1010
Ukiah, CA 95482

Late or facsimile proposals will not be accepted. It is the proposer's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. **Proposals received after the date and time specified will not be considered.** Note: The unauthorized use of the County's official logo is strictly prohibited.

- B. Proposers are required to submit with their proposal:
- Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)
 - Attachment B – Proposal Checklist/Table of Contents
 - Executive summary of proposal
 - Scope of services
 - Company background and experience
 - Proposal cost plan and narrative (as identified in Section XIII)
 - Attachment C – Exceptions to RFP
 - Attachment D – Letters of Reference
 - Attachment E – Certificate of Non-collusion
 - Insurance coverage/certificate of insurance
 - Acknowledgement of receipt of addenda, if applicable.
- C. Proposers are expected to examine all provisions, specifications, and instructions included in this RFP. Failure to do so will be at the proposer's risk.
- D. All prices and proposals must be typed or written in ink. No erasures are permitted. Errors may be crossed out; corrections may be printed in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the bid. **Facsimile, telephone, electronic or verbal proposals will not be accepted.**
- E. Prices shall be stated in the format as requested herein. Where indicated, vendor shall provide unit of issue and cost per unit. In the event of a discrepancy between the unit price and the extended price for any item, the unit price shall prevail.
- F. All proposals must be dated and signed by a representative authorized to enter into contracts for the proposing vendor.
- G. All proposals will remain in effect and legally binding for at least 90 days from the opening date.
- H. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding to this RFP shall be the responsibility of the vendor. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the vendor.
- I. All proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by vendor shall become the property of the County of Mendocino.
- J. Time when stated as a number of days shall include Sundays through Saturdays, excluding legal holidays.

- K. Vendor must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the vendor's risk. This will include, but not be limited to, all relevant laws and regulations of the State of California and the United States Government.
- L. If proposed, the County reserves the right to obtain equipment items through its own purchase programs.
- M. This service has been selected to be made available for use by other local government agencies (piggy-back). The use of the contract, by the other government agencies, will be optional. Sales to these governmental agencies by the Contractor shall be optional. If bidders choose to extend prices offered on this proposal to other governmental agencies, any resulting contract will be solely between the supplier and the third party unit of government. Mendocino County shall not be responsible for any problems which may arise between other government agencies and the contractor as a result of any sales and/or purchases made.
- N. The County of Mendocino encourages all vendors to participate in our ePayables program as our preferred payment method. The County's ePayables program is designed to provide the highest level of efficiency and service to our vendors ensuring that payments are received in a timely cost efficient manner (please refer to Attachment H).

IV. PRE-SUBMITTAL INQUIRIES AND POINTS OF CONTACT

- A. Pre-submittal inquires and correspondence shall be directed to:
- Procedural inquires: Dora Briley
951 Low Gap Road
Ukiah, Ca. 95482
(707) 463-4408
Mcso-contracts@co.mendocino.ca.us
 - Technical inquires: Captain Timothy Pearce
(707) 463-4559
Mcso-contracts@co.mendocino.ca.us
- B. All questions regarding this RFP shall be submitted in writing (Email or Fax is acceptable).
- C. The questions and answers will be provided by the County in writing, in the form of an addendum to all known interested vendor(s) after the inquiry deadline. If any addenda are issued by the County, they shall be sent via facsimile and/or first class U.S. mail to the last known business address of each vendor known to have received a copy of this RFP. **Vendors must include in their proposals acknowledgement of receipt of any and all addenda issued.**

- D. The deadline for submitting written inquiries regarding this RFP is indicated in **Section VI SCHEDULE OF ACTIVITIES.**
- E. Questions submitted after the inquiry deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- F. Mendocino County requires that other Mendocino County management and employees not be contacted by Vendors during the RFP process. **Failure to comply with this requirement may disqualify those proposals from further consideration. Contact is limited to the Mendocino County RFP Representatives listed above for any and all technical and procedural inquiries.**

V. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

- A. A proposal that is in the possession of the County may only be altered by letter or facsimile bearing the signature or name of the Vendor’s authorized representative, provided it is received **prior to the deadline for submission of proposals.** Telephone, email or verbal alterations will not be accepted.
- B. A proposal that is in the possession of the County may be withdrawn by the proposer **up to the time of the deadline for submission of proposals.**

VI. SCHEDULE OF ACTIVITIES

The County intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for Vendors to prepare definitive Proposals and to permit Mendocino County to fully consider various factors that may affect its decision. **This schedule is subject to change at the discretion of the County. The County will provide sufficient advance notice to vendors in the event of schedule changes.**

Scheduled Activity	Proposed Date
Letter of interest and Request for Proposals mailed to prospective proposers	February 9, 2017
Inquiry Deadline	March 6, 2017
Pre-Bidders Meeting	March 20, 2017
RFP Submission Deadline	April 7, 2017
Presentations/Demonstrations	April 25, 2017
RFP Selection and Notification	April 28, 2017
County Board of Supervisors Approval of Recommendation(s)	June 6, 2017
Approximate Contract Start Date	July 1, 2017

VII. SELECTION PROCESS

- A. The County reserves the sole right to judge the contents of the Vendors' proposals. The selection process will be governed by the following criteria:
1. The proposals must adhere to the instructions and format as specified in this RFP.
 2. The evaluation will include a review of all documents and information relating to the Vendor's services, organizational structure, capabilities, qualifications, past performance, and costs.
 3. Vendors may be required to make an oral presentation and interview before final selection is made.
 4. The County may evaluate any information from any source it deems relevant to the evaluation.
 5. False, incomplete, or unresponsive statements in a proposal may be sufficient cause for its rejection.

VIII. SELECTION CRITERIA

- A. The selection of VENDORS(s) and subsequent contract award(s) will be based on the criteria contained in this RFP, and as demonstrated in the submitted proposal. VENDORS(s) should submit information sufficient for the County of Mendocino to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.
- B. Funding determinations for this RFP will be made through a competitive procurement process and shall be in accordance with all applicable federal, state, and local procurement laws and regulations.
- C. Competitive negotiations require that at least two (2) responsive proposals for the same scope of work and service area must be receive in response to an RFP. A competition is considered failed if only one (1) responsive proposal is received. If a competition has been declared failed, the County of Mendocino then has the option to re-compete the procurement or enter into sole-source procurement.
- D. Proposal Review and Evaluation Process
1. The proposal will be judged based on service capabilities and experience of the prospective Vendor and all persons who will be providing services under contract. The following are the critical areas of the proposals that will be evaluated:

- a. Adequacy of the described plan/approach to deliver requested services as described in Section XI SCOPE OF WORK.
- b. Experience of Vendor in providing services and quality of work.
- c. Status of Professional Certification including whether the Vendor meets the minimum requirements to provide service.
- d. Cost of providing services as outlined in Section XI SCOPE OF WORK.
- e. All criteria identified in Attachment F, Proposal Evaluation Form.

IX. AWARD AND CONTRACT INFORMATION

- A. The County hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. The Vendor agrees that should it be awarded a contract, the Vendor shall not discriminate against any person who performs work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- C. The County reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the County to do so. The County will select the Vendor whose proposal is determined by the County to be the most responsive and responsible proposal and of the best advantage to the citizens of Mendocino County. The County shall be the sole judge in making such a determination.
- D. The successful Vendor will be required to enter into and sign a formal agreement with the County, which agreement will be in effect for the duration of the contract period. A sample contract is attached to this Request for Proposal as Attachment G. It is the Vendor's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in its response to the Request for Proposals (Attachment C). If no exceptions are noted, the County will understand that the Vendor agrees to the terms and conditions as stated in the contract.
- E. The terms and conditions of this Request for Proposal as well as the Vendor's proposal, and any modifications to said proposal agreed to in writing by both parties shall become a part of the contract.
- F. Prior to final selection, Vendors may be required to submit any additional information that Mendocino County may deem necessary to determine the Vendor's

qualifications. Should any of the information requested by Mendocino County be considered by the Vendor to be confidential, it must be so stated. Mendocino County will attempt to treat any information submitted by the Vendor as confidential if requested to do so; however, Mendocino County cannot ensure such confidentiality.

G. Open Procurement

1. The Vendor shall include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the Vendor's Proposal. Items and/or services that the Vendor intends to be offered on a unit price basis must be so identified. [The County's objective is to clarify all purchase options.]
2. Mendocino County reserves the right to negotiate changes to the original Proposal(s), including changes in system cost and/or unit price.
3. Mendocino County reserves the right to accept or reject any or all Proposals in whole or in part.
4. Mendocino County reserves the right to negotiate a contract with more than one Vendor at the same time.

H. Local Vendor Preference:

1. The County of Mendocino has established a local vendor preference. All informal and formal Invitations to Bid and Request for Proposals for contracts are evaluated with a 5% preference for local vendors. The vendor must claim local vendor preference to be considered (refer to Attachment A – Summary and Statement of Responsibility (Signature Page), Certification No. 6). Please note the following exceptions:
 - a. Those contracts which State Law or, other law or regulation precludes this local preference.
 - b. Public Works construction projects.
2. "Local" vendor preference will be approved as such when, 1) Vendor conducts business in an office with a physical location within the County of Mendocino; 2) Vendor holds a valid business license issued by the County of Mendocino, and provides the name of the Local Agency which issued the license; and 3) business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference, said Vendor provides the business address and how many years the business has been at that location.

X. BACKGROUND INFORMATION

The Mendocino County Sheriff's Office (MCSO) has contracted for medical health services for the jail since 1990 to provide medical services to inmates housed in the Mendocino County Jail.

Mendocino County corrections system has one adult correctional facility located in Ukiah. Average daily population in 2016 was 306 with a capacity of 301 beds.

It is the intent of this RFP to locate qualified vendors who are interested and able to provide and coordinate comprehensive medical care services (including mental health and dental) and associated systems of care for inmates at the Mendocino County Jail. The elected vendor shall work cooperatively with MCSO, the Mendocino County Health and Human Services Agency and their behavioral health contractors and the local hospitals. The provision of inmate health services by the vendor shall include comprehensive medical care including administering and prescribing medicine, women's health, dental care, behavioral health care, clinic time and other services as more specifically identified in this RFP.

The County intends to award a three-year contract (with one two year option to renew and an additional one year option to the bidder selected as most qualified in providing the medical health care services that meet the needs of the County inmates.

XI. SCOPE OF WORK

The scope of work for the project includes:

A. Bidder Qualifications:

1. Bidder must be qualified and experienced in providing safe and secure comprehensive medical care services (including mental health and dental) in a correctional environment.
2. Bidder shall be regularly and continuously engaged in the business of providing comprehensive medical care services for at least ten (10) years in a correctional facility. Bidder shall have minimum one year experience providing medical care services in a California corrections facility within the last three years.
3. Staff Minimum Qualifications: The medical professionals and individuals providing services through the Bidder MUST individually meet certain minimum qualifications. Each position must work within the scope of their practice as regulated by the State of California.

- a. As per Title 15, Article 11, Section 1203, Health Care Staff Qualifications: State and/or local licensure and/or certification requirements and restrictions, including those defining the recognized scope of practice specific to the profession, apply to health care personnel working in the facility the same as to those working in the community.
- b. Supervising Doctors and Nurses: Each supervising doctor and nurse must have at least three years' experience in medical practice at a correctional facility after obtaining his or her credentials.
- c. Health Services Administrator: The Health Services Administrator must have at least three years' experience providing similar services in a detention and/or correctional facility.
- d. Other Supervisors: All other supervisors must have at least three years' experience in the profession they are supervising, providing similar services in a detention and/or correctional facility.
- e. All individuals: All service providers, employees and sub-contractors working at the detention and correctional facility must pass and maintain, to the satisfaction of the Mendocino County Sheriff Office (MCSO), a security and background check performed by the MCSO. Failure to pass, divulge information or comply with the background process will prohibit an individual from entry into MCSO facilities. Any security and background checks performed by MCSO shall be in addition to the new hire and routine background checks, reference checks and other procedures performed by the Bidder.
- f. Substantiation. The proposal must include the following information:
 - i. General
 - The titles of the professions, minimum educational levels, certifications, and licenses the individual in each position is required to have and maintain;
 - Staffing levels, with titles and anticipated shifts. For each proposed staffing position, the years of experience that Bidder will be requiring for that position must be identified. The proposed staffing levels must include the anticipated scheduling of such staff and specify the minimum levels of experience working in a detention and/or correctional setting that will be required. Bidder may identify

the level of experience for each proposed position by using the following ranges:

- New (0-2 years)
 - Average (2-5 years)
 - Experienced (5-10 years)
 - Very experienced (10 years and over)
- ii. Initial Staff, Services
- If known, Bidder may provide the names of the proposed staff with their education, certifications and licenses (including license numbers), which may be in resume format (business addresses are sufficient, home contact information for staff should not be provided).
 - If awarded the contract, such documentation and verification is an ongoing requirement for all replacement staff of the successful Bidder.
- iii. Medical, nursing, clinical and administrative personnel must be certified and licensed by the appropriate certification and/or licensing board, as required, by the State of California.
- iv. 24-7 Registered Nurse (RN) at reception is required. This RN is to be present at intake of all inmates and provide triage services and supervise Licensed Vocational Nurses (LVN's).
- v. Provide one psychiatric RN 40-hours per week.
- vi. Provide two psychiatric RN's 40-hours per week for outreach to mental health partners, community based organizations, mental health court, the bridge program and case management.
- vii. Provide Psychiatrist who will oversee mental health services program, six to eight hours per week either on site or via tele-psychiatric services.
- viii. At a minimum, Bidder shall identify a "responsible physician" who shall conduct sick call and generally provide such care as is available in the community. The "responsible physician" or another covering physician

shall be on call seven days per week, 24-hours per day for emergencies.

B. Medical Services-Health Care Delivery System

Bidders, explain how you will provide services noted in this section.

- Include any policies, procedures and/or reports and notifications advising treatment plans.
- Include a description of employees responsible for managing incidents.
- Who is responsible for notifying incidents to public health officials?
- Who is responsible for documenting and keeping records and filing reports for incidents?
- What educational programs would occur to prevent future occurrences?

1. Overview:

- a. Bidder shall be responsible as the sole supplier and/or coordinator of the health care delivery system for the Mendocino County Jail.
- b. Bidder shall be responsible for all medical, dental and mental health care for all inmates at the Mendocino County Jail. The responsibility of Bidder for medical care shall commence with each inmate who has been medically cleared and has entered the facility and ends with the discharge of the inmate from the facility.
- c. Bidder shall administer emergency first aid at the Mendocino County Jail to any employee or visitor at the Mendocino County Jail who requires such care.
- d. Bidder is responsible for providing subsequent facilities with inmates' medical records when inmates are transferred to other facilities.
 - i. Transfer of Health Records: Health records of an inmate, who is being transferred, whether for medical or other reasons, shall be evaluated by medical staff and a transfer summary completed.
 - ii. Tuberculosis: Procedures for transfer of inmates with suspected or known active tuberculosis shall be established by Bidder in compliance with statutory and regulatory requirements.

-
- e. Disaster Plan for provisions of comprehensive medical care services during a natural disaster. Bidder shall implement a contingency plan to provide medical services to inmates following a natural disaster or declared state of emergency.
 - f. First Aid Kits (Both buildings, inmate services, kitchen, laundry, court, holding, booking, vehicle sally port and transportation vehicles.) Kits to be checked for supplies every month and restocked when necessary.
 - g. PPD (Purified Protein Derivative)/Tuberculosis testing for all departmental staff as required by OSHA Standards. This service is to include Tuberculosis solution, syringes, alcohol wipes and documentation.
 - h. Infectious Outbreaks. Bidder is responsible for handling infectious and communicable diseases such as chicken pox, lice or flu outbreak.
 - i. Bidder shall provide a consultation service to the Mendocino County Sheriff on any and all aspects of the health care delivery system at the Mendocino County Jail. Including:
 - i. Review of hospital bills
 - ii. Evaluations and recommendations concerning new programs or Architectural plans
 - iii. Staffing patterns for new facilities
 - iv. Alternate pharmaceutical and other systems
 - v. Any other matter relating to this contract
 - j. Bidder shall give their plan for an Opioid Treatment Program, which is an onsite methadone detoxification program for inmates who were enrolled in a methadone maintenance treatment program in the community prior to incarceration.
 - k. Must meet the national standards (as defined by the Commission on Correctional Healthcare) on Alcohol and Other Drugs (AOD) withdrawal protocol, including Opioids.
 - l. Health care services must be provided in compliance with the standards set forth by Title 15, Division 1, Chapter 1, Subchapter 4, Minimum Standards for Local Detention Facilities as applicable to Type II facilities.

- m. Bidder shall be responsible for maintaining and complying with an updated procedures manual that meets the requirements of applicable standards outlined in Title 15.
 - n. Public Health Notification: Bidder is responsible for notifying the appropriate Public Health agencies of reportable illnesses and communicable diseases and will make such reports prior to inmate release where possible.
- 2. Medical Services:** *Bidders to provide examples, descriptions of how they cover the following items.*
- a. Medical Intake, Health Assessment and Care.
 - i. This shall include all inmate paperwork associated with the California Department of Health Care Services Medi-Cal County Inmate Program.
 - b. Provide examples of how past provided coordination of mental health services were handled in correctional facilities.
 - c. Bidder shall provide the dental program for the entire inmate population. The program shall provide for basic dental services including extractions, fillings and emergency dental care. As a part of the comprehensive health assessment, dental screening shall be given to all inmates within 14 calendar days of their admission to the MCSO Jail. A dental screening shall include charting decayed, missing and filled teeth, and taking a dental history of the detainee. A dental record shall be maintained as part of the medical record of the inmate.
 - d. Bidder shall provide a pharmaceutical delivery system for the Mendocino County Jail, beginning with the physician's prescribing of medication, the filling of the prescription, the dispensing of medication and the necessary record keeping. The Bidder shall be responsible for the costs of all drugs prescribed by the Bidder's physician. The system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician or psychiatrist and shall be administered and dispensed by a licensed nurse. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the Mendocino County Jail. Licensed staff responsibility for controlled substances in restricted areas shall be clearly defined. Pharmaceutical management and medication room procedure shall be reviewed by a pharmacist on an annual basis. Pharmaceutical license shall be posted on-site.

- e. Bidder shall make all referral arrangements for treatment of those committed persons with problems which may extend beyond the scope of services provided on-site.
- f. Bidder shall provide a medical detoxification program for drug and/or alcohol addicted inmates, which shall be administered as medically indicated.
- g. Bidder shall provide for the special needs of pregnant and postpartum women following the pregnant female protocols established by statute or regulation and County policies and procedures. Any new protocols must be approved in writing by MCSO. Services including, but not limited to include:
 - i. Screening and testing for pregnancy at the time of booking a female inmate into the facility.
 - ii. Referral and coordination with a community based methadone treatment program experienced in the special needs of pregnant/postpartum clients.
 - iii. Prenatal education and counseling.
 - iv. Establishment of written agreements to assure the continuous availability of the full range of routine and emergency obstetrical services including management of high risk conditions.

Bidder shall assure that arrangements are maintained whereby pregnant women with histories of drug dependency are evaluated on-site immediately and referred within four (4) hours for high risk obstetrical evaluation. Bidder shall coordinate and pay for enrollment and assessment services of pregnant opiate addicted women for methadone maintenance programs.

- h. Bidder shall be responsible for providing family planning services and education to female detainees pursuant to California Penal Code Section 3409, 4023.5 and other applicable laws.
- i. Bidder shall create or adhere to, whichever is applicable, its plan for meeting the requirements of the California Reproductive Privacy Act, as well as all reproductive rights under law.
- j. Bidder shall manage and facilitate follow up care after an inmate returns from an outside medical appointment or procedure.
- k. Bidder shall manage and facilitate discharge planning.
- l. Bidder shall coordinate services with outside health care systems.

- m. Bidder shall oversee continuity of services after release including coordination, if any, with public health agencies and community based organizations. Bidder shall supply appropriate medical personnel to attend any court proceeding as requested by COUNTY, involving any inmate whose medical history, condition, problem or status is at issue.
 - n. Bidder shall provide health services as required by the courts pursuant to California Penal Code Section 4011.5 or any succeeding statute or code section.
- 3. Mental Health Services:** Describe experience, protocols and organizational staffing plans for mental health services. Advise if the services were provided (1) directly or (2) if was done in coordination with a prior client agency's jurisdictions, Behavioral Health County Services or (3) an outside vendor.
- a. Identify the need, schedule, coordinate all non-emergency and emergency medical care rendered to inmates inside or outside the Mendocino County Jail. This is to include psychiatric inpatient care as a result of a 5150 evaluation and/or behaviors that could result in injuries to the detainee and others.
 - b. Bidder shall identify the need, schedule, coordinate for all supporting diagnostic examinations, both inside and outside the Mendocino County Jail. Bidder shall also provide all laboratory services, as indicated.
- 4. Medical Records:**
- Bidder to explain how they will comply with the following:***
- a. Maintenance: Individual inmate health records shall be fully and properly maintained, including but not limited to:
 - i. Pre-screen history
 - ii. Medical evaluation report
 - iii. Complaints of injury or illness and action taken
 - iv. Physician orders
 - v. Progress notes
 - vi. Names of all personnel treating, prescribing, and/or issuing education
 - vii. Medications administered

- viii. All laboratory, x-ray, and other documentation of treatment provided, and documentation of all off-site services.
- b. Confidentiality: Bidder shall maintain confidentiality of the health care records as is required by law. All medical records shall be and remain the property of MCSO. In the event of a contract termination, Bidder shall confirm MCSO has received and has access to the full updated and accurate records, to assure compliance with medical records retention practices.
- c. Audit: Bidder shall cooperate with MCSO and third parties authorized by MCSO for medical records review.

5. Additional in-house services to be provided by Bidder's medical staff:

- a. Annual training to all Correctional Deputies:
 - i. Bidder shall provide for on-going training programs for medical and correctional staff, as provided for by law or accreditation standards relating to pregnancy issues and review of medical protocol for pregnant inmates.
 - ii. Recognition and treatment of developmentally disabled;
 - iii. Signs and symptoms of an emergency;
 - iv. Signs and symptoms of chemical dependency; including a program for Opioid Treatment;
 - v. Communicable disease and transmission;
 - vi. CPR/First Aid/AED training;
 - vii. Signs and symptoms of mental illness, suicide prevention, excited delirium, impacts of use of force and follow up.

C. Administrative Requirements

- 1. Bidder shall design, prepare, and implement all policies, procedures, and protocols necessary to perform all required services under this Agreement. A written policy and procedure manual shall be cross-referenced with the applicable corresponding sections of the policy and procedure manuals of MCSO jail. Once completed, a copy is to be delivered to the Sheriff prior to commencement of services. Any subsequent revisions and/or additions to such policies, procedures, and protocols will also be coordinated with the Sheriff.

Upon termination of this Agreement said policy and procedure manual shall become the property of MCSO.

2. Bidder shall comply with all MCSO departmental procedures as applicable to detention facilities and as determined by MCSO. This shall include but not necessarily be limited to, such items as inmate security, health policies set by the County Health Officer, mental health policies relating to the transfer and release of inmates, and accounting procedures as set and required by the County Auditor.
3. Bidder shall make available to COUNTY, on demand, all records relating to the satisfactory performance of this contract including provisions of Title 15 of the California Code of Regulations. Should COUNTY note any deficiencies as a result of an inspection of Bidder's records, Bidder will promptly respond in writing, including a plan to correct such deficiencies.
4. Bidder will implement a quality assurance program. Said program shall include:
 - a. Regularly scheduled audits of all aspects of detainee health care services, including dental and mental health, with documentation of deficiencies and plans for correction of deficiencies.

The quality assurance plan should include a provision for program audits by an appropriate "outside", neutral party (health services professional) on a quarterly basis. The Bidder will submit its quality assurance plan to the MCSO within forty-five (45) days of the effective date of this Agreement.
5. Bidder shall ensure that its staff documents all health care contact in the inmate's medical record.
6. Bidder shall cooperate with MCSO on any effort to receive funding from outside funding sources.
7. Bidder shall attend management, strategy planning, or quality assurance meetings as requested by MCSO. Bidder shall send either corporate management, the Program Administrator, or Medical Director as is deemed appropriate.
8. Bidder shall provide in-service medical educational programs for appropriate MCSO staff and Bidder staff as described in Bidder's proposal or as is reasonably requested by MCSO.

9. Bidder shall be responsible to coordinate use of emergency ambulance services. Ambulance services when deemed necessary by the Bidder, will be paid by the Bidder. The Sheriff shall provide and pay for routine transportation of prisoners, not requiring an ambulance, between the facilities and any medical facility within the State of California and between medical facilities as the Bidder may deem necessary and appropriate for the medical care of the prisoner. The Sheriff shall provide and pay for security, in connection with all transportation mentioned in this paragraph.
10. Bidder and Sheriff shall be responsible for ensuring that their staff reports any problems and/or incidents of mutual concern to their appropriate designees.

11. Statistical Reporting

- a. Bidder shall not publish any findings based on data obtained from the operation of this Agreement without the prior consent of MCSO, whose written consent shall not be unreasonably withheld.
- b. A monthly statistical report prepared in a format approved by the Sheriff, which includes health care activities occurring both inside and out of the facility, shall be delivered to Sheriff by the 15th calendar day of the following month. This report shall summarize service by type and place performed and shall also include the status of any third party cost recoveries. The report should include, but is not limited to:
 - i. Inmate visits at sick cell (reported by type, e.g. RN, PA/NP)
 - ii. Inmate visits by physician
 - iii. Inmate visits by dentist
 - iv. Crisis calls and 911 calls
 - v. Inmate deaths
 - vi. Suicide attempts
 - vii. Inmates on medication
 - viii. Psychotropic medication
 - ix. Outpatient care medical unit admissions, patient days, and average length of stay

- x. Hospital admissions, patient days, and average length of stay
- xi. Transfers to off-site hospital emergency departments
- xii. Discharge summaries received from hospitals and clinics
- xiii. Medical specialty consultation referrals
- xiv. Intake medical screening
- xv. Consent for medical care signed
- xvi. 14-day health inventories
- xvii. 4-day health inventories (juvenile)
- xviii. Diagnostic studies
- xix. Communicable disease reporting
- xx. Documentation on all medical screening/exams performed including pre-booking screenings
- xxi. Medical refusals at time of initial booking

D. Compliance with Legal Requirements

1. Bidder shall comply with all relevant legal requirements including but not limited to the following:
 - a. Female Inmates Rights Plan: Bidder is required to meet the requirements of the Reproductive Privacy Act (Health and Safety Code 123460 et seq.) (Jan. 1, 2003).
 - b. Inmates with Disabilities, Mental Health Issues and Gender Matters: Bidder shall comply with and abide by the federal and state laws as they relate to inmates, including but not limited to the Americans with Disabilities Act (ADA), inmates determined to have a mental issue and matters involving transgender inmates. Bidder shall communicate and coordinate with Correctional staff to provide appropriate care and housing for ADA inmates.
 - c. Prison Rape Elimination: Bidder shall adopt and comply with the Prison Rape Elimination Act ("PREA") standards, and make information available to MCSO as required under 28 CFR Section 115.12, to demonstrate its PREA compliance. 28 CFR Section 115.401 requires Bidder to engage in and receive a PREA audit at least once during a three-year audit cycle. Bidder

will make available to the MCSO contract monitor the auditor's final report after completion of an audit. Until the first audit report becomes available, bidder shall demonstrate PREA compliance to MCSO by furnishing a copy of its PREA policy to the MCSO contract Monitor. If no PREA audit has been conducted by the time the contract begins, plans to conduct a PREA audit must be demonstrated to MCSO with the statutorily set time frame.

2. Lawsuits "Litigations": *Bidders to provide specific information on the following items.*
 - a. Provide how many times Bidder has been sued.
 - b. Provide past and current lawsuit information to include but not limited to:
 - i. The scenario of the lawsuit
 - ii. Final disposition of the lawsuit

E. Miscellaneous Requirements

1. At the request of Sheriff's Corrections personnel, Bidder will provide an assessment of an inmate's ability to physically perform various work assignments.
2. Bidder will review, evaluate and respond to inmate inquiries, writs, complaints and grievances in a timely manner, and in accordance with the established policies and procedures of the MCSO Corrections Division.
3. Bidder personnel will offer testimony in court and other legal proceedings when called upon to do so.
4. Bidder is responsible for providing the services of this contract without regard to unusual events or circumstances, including, but not limited to:
 - a. Labor stoppages;
 - b. Riots;
 - c. Fires;
 - d. Natural disasters;

- e. Extended power failures;
 - f. Equipment failures;
 - g. Other conditions that would result in the disruption of normal operations.
5. Bidder shall cooperate fully in aiding MCSO to investigate, adjust, settle, or defend any claim, action, or proceeding brought in connection with the operation of the MCSO facilities' health programs with which Bidder's counsel for writs of habeas corpus or for any legal action against the facility.

F. Public Communications

1. Bidder shall immediately notify MCSO of any inquiries from the media regarding the services provided and coordinate any response with the MCSO. Bidder shall not disclose any information regarding inmates, including but not limited to protected health information under the Health Information Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), Confidentiality of Medical Information Act (CMIA located in the California Civil Code Sec 56-56.37) and all other relevant laws and regulations, County policies and procedures. With regard to any claim or lawsuit tendered to the Bidder, regardless of whether a reservation of rights is issued, the Bidder and its defense counsel agree to coordinate all media contact related to the claim or lawsuit with MCSO.

G. Financial

1. Subject to the defined catastrophic limits, Bidder shall identify the need, schedule, coordinate and pay for all non-emergency and emergency medical care rendered to inmates inside or outside the Mendocino County Jail.
2. Bidder shall be responsible for all medical costs for inmates that have been booked into the jail. Bidder shall be responsible for all costs incurred to third-party vendors, including medical and dental care, and medical transportation, for inmates that have been booked into jail. Provide emergency, medically necessary and non-emergency dental services, including but not limited to extractions, fillings and hygienic cleanings.
3. Bidder shall identify the need, schedule, coordinate and pay for any inpatient hospitalization of any detainee of the Mendocino County Jail. This shall include all institutional charges, physician charges and any and all additional charges.

This also includes responsibility for making emergency arrangements for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided.

4. Subject to the defined catastrophic limits, Bidder shall identify the need, schedule, coordinate and pay for all non-emergency and emergency medical care rendered to inmates inside or outside the Mendocino County Jail. This is to include psychiatric inpatient care as a result of a 5150 evaluation and/or behaviors that could result in injuries to the detainee and others.
5. Subject to the defined catastrophic limits, Bidder shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests. This would include inpatient or outpatient hospitalization, appropriate monitoring and prescription of appropriate medications, consultations with specialty physicians, etc.
6. Bidder's responsibility in cases where extensive medical treatment is necessary shall be limited to Twenty-Five Thousand Dollars (\$25,000) in outside medical expenses per individual inmate medical/surgical inpatient episode. Episode means a single admission and discharge from a hospital. MCSO reserves the right to seek a second opinion in cases where extensive medical treatment is necessary, at MCSO expense.
7. Bidder's responsibility for HIV medication shall be limited to Ten Thousand Dollars (\$10,000) per fiscal year.

H. Request for Information Check List: *did you answer or provide information requested?*

Scope of Work Topic	Section	
A. Bidder Qualifications	3. f.ii. Initial Staff, Services, first bullet	
B. Medical Services-Health Care Delivery System	1-5	
B. Medical Services-Health Care Delivery System	Medical Services, 1-15	
B. Medical Services-Health Care Delivery System	Mental Health Services, 1-2	
B. Medical Services-Health Care Delivery System	Medical Records, 1-3	
D. Compliance with Legal Requirements	1. a. & b.	

XII. PROPOSAL FORMAT AND CONTENT

Proposals submitted in response to this RFP should include the following elements and are to be completed in accordance with the information and outline contained in Attachment B – Proposal Check List/Table of Contents:

- A. An executive summary and written narrative, including a detailed description of your organization's experience, qualifications and commitment to the project, addressing the below listed elements at a minimum: Experience, stability & growth, commitment, product and services.
- B. A description of the process/approach to be used in providing the services described in Sections XI – Scope of Work. Be specific and address all elements, including but not limited to, descriptions for all system modules.
- C. A description of Contractor's experience in providing the requested services.
- D. A description of the experience/qualifications of all persons who may perform services under contract, including staff resumes that cover all experience and educational background. All personal information provided will be maintained in confidence as allowed by law.
- E. Upon specific request of the County, Vendor shall provide consent and waiver forms permitting County to obtain personal employment/professional qualification information about Contractor who may perform services under this contract from third parties, and releasing third parties from any and all liability for disclosing such information to County.
- F. Any exceptions to the terms and conditions as specified in Attachment G to this RFP. The terms and conditions not specifically identified will be considered acceptable to Contractor.
- G. Two (2) letters of reference for the County to contact, including contact name, phone number, and address (to be listed in Attachment D of this RFP). These references should be organizations with which Contractor has worked to provide services.
- H. A list of key personnel, including full name, position, licenses or degrees held and a brief summary of relevant experience as related to proposed services; organization chart; list of Board of Directors (if applicable); licenses (where appropriate).
- I. Timeline indicating implementation schedule and training schedule (if applicable).
- J. Additional documents or other material, as appendices, in support of the proposal. The proposal, however, must reference any additional material or documentation on Attachment B – Proposal Checklist/Table of Contents.

XIII. FORMAT OF COST PROPOSAL

The Vendor must itemize all costs, including per hour costs, chargeable to the County as described in this Section, in the separate Cost Proposal. Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract.

The County shall be the sole arbiter in the determination of equality. The County reserves the right to reject any proposals and to accept the proposal or proposals which in its sole and absolute judgment shall, under all circumstances, best serve the interests of the County.

XIV. CONTRACT

A. Time is of the essence in awarding the contract. The County reserves the right to cancel any intent to award and proceed to the next vendor if the selected vendor has not signed the agreement within two (2) weeks after the notification of intent of award.

B. Execution of Contract

1. Upon the acceptance of a Vendor's Proposal, County will prepare and submit a contract to the successful Vendor for signature. (See sample contract, as Attachment G, which contains required contractual language.) In the event that the successful Vendor fails, neglects or refuses to execute the contract within two (2) weeks after receiving a copy of the contract from County, County may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.
2. Incorporated by reference into the contract which is to be entered into by County and the successful Vendor pursuant to this Proposal will be (a) all of the information presented in or with this Proposal and the Vendor's response thereto, and (b) all written communications between County and the successful Vendor whose Proposal is accepted.

C. No Assignment

Assignment by the successful Contractor to any third party of any contract based on the Proposal or any monies due shall be absolutely prohibited and will not be recognized by County unless approved in advance by County in writing.

D. Force Majeure

Neither party shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

E. Contract Term

The term of the AGREEMENT(s) will be for a period of four (4) year(s) with the option to extend the AGREEMENT(s) up to three (3) additional one (1) year periods.

F. Insurance

Prior to commencement of this AGREEMENT, the CONTRACTOR(s) shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR(s) upon request shall provide a certified copy of the policy or policies. Refer to Exhibit C (Insurance Requirements) of Attachment G, Sample Mendocino County Contract.

XVI. REJECTION OF PROPOSALS

The RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel the RFP in part or in its entirety, if it is in the best interest of the County to do so. The County may require the proposer selected to participate in negotiations, and to submit such proposal as may result from negotiations.

Any proposal submitted during this RFP process becomes the property of the County. The County will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this RFP or any other costs involved including travel. The selected contractor will be required to obtain a County business license if not already held.

XVII. GENERAL CONDITIONS

While the intent of the County is to award the contract to the selected Vendor, it reserves the right to both either withdraw and/or not award a contract at any time it so

desires. Costs incurred in the preparation of response to this RFP will not be reimbursed.

The County has a standard contract service agreement. The successful firm will be required to agree to the terms contained within. Any issues with the insurance coverage or terms of the standard contract service agreement should be mentioned in the response to the Request for Proposals and documented in detail in Attachment C – Exceptions to RFP.

Limitations

- 1) The Vendor should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The Vendor should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.
- 2) The County has the authority to terminate the contract upon written notice to the Vendor at any time during the period of the project if the County finds that the Vendor's performance is not satisfactory (as specified in Attachment G – Sample Mendocino County Contract, paragraph 20).
- 3) Contract payments will be made on the basis of satisfactory performance by the Vendor as determined by the County. Final payment to the Vendor will only be made when the County finds that the work performed by the Vendor to be satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the County.

XVIII. LIST OF ATTACHMENTS

Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)
Attachment B – Proposal Checklist/Table of Contents
Attachment C – Exceptions to RFP
Attachment D – Letters of Reference
Attachment E – Certificate of Non-collusion
Attachment F – Proposal Evaluation Form
Attachment G – Sample Mendocino County Contract
Attachment H – Mendocino County ePayables Information

ATTACHMENT A
PROPOSAL SUMMARY AND STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)

County of Mendocino
Mendocino County Sheriff



Medical Health Services for the Mendocino County Jail

RFP No. SO-2017-002

RFP No.	SO-2017-002
RFP Issue Date:	February 9, 2017
RFP Submission Deadline:	April 7, 2017

Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No.SO-2017-002", and delivered by 2:00 p.m. April 7, 2017 to: Mendocino County **Sheriff-Coroner Office**, Attn: **Dora Briley, 951 Low Gap Rd.**, Ukiah, CA 95482.

Questions regarding this RFP should be directed to:

- Procedural inquires: Dora Briley
951 Low Gap Rd.
(707) 463-4408
Mcs0-contracts@co.mendocino.ca.us
- Technical inquires: Captain Timothy Pearce
951 Low Gap Rd.
(707) 463-4559
Mcs0-contracts@co.mendocino.ca.us

This Proposal Summary and Statement of Responsibility (Signature Page) must be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.

Vendor Authorized Representative

Company Name: _____ Date: _____

Representative: _____

Title: _____

Phone: _____

Address: _____ Fax: _____

Federal Tax ID No.: _____ Email: _____

RFP Contact Information (if different then above)

Contact Person: _____

Title: _____

Phone: _____ Fax: _____

Address: _____ Email: _____

Certifications:

- 1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?
 YES NO

- 2. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 90 days after the proposal is opened?
 YES NO

- 3. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.
 YES NO

- 4. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide services?
 YES NO

- 5. Do you agree that the proposal amount includes all costs incident to the proposed contract?
 YES NO

- 6. The County of Mendocino has adopted a Local Vendor Preference. Does your company meet the criteria for the five percent cost preference as a local vendor for the County of Mendocino, as described in Section IX(H)(2) AWARD AND CONTRACTING INFORMATION?
 YES NO

- 7. Do you agree to be an ePayable as described in Attachment H?
 YES NO

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative: _____ <p style="text-align: right;">(Printed name)</p> Signature: _____

Date: _____

**ATTACHMENT B
PROPOSAL CHECK LIST/TABLE OF CONTENTS**

This proposal checklist identifies the various components that must be submitted with your proposal. This form is to be completed and included in the proposal and must be located directly behind Attachment A.

Follow this sequence in presenting your proposal with the checklist serving as your table of contents.

Proposal Check List/Table of Contents	Page No.
Signature Page, signed by authorized representative (RFP Attachment A)	
Proposal Check List/Table of Contents (RFP Attachment B)	
Executive Summary	
Scope of Services (in relation to providing services described in Section XI, Scope of Work)	
Company Background and Experience (including staff resumes)	
Proposal Cost Plan and Narrative	
Exceptions to the RFP (RFP Attachment C)	
Letters of Reference (minimum of two (2)) (RFP Attachment D)	
Certificate of Non-Collusion, signed by authorized representative (RFP Attachment E)	
Insurance Coverage (Certificate of Insurance)	

**ATTACHMENT C
EXCEPTIONS TO RFP**

Company Name: _____

Representative: _____

Title: _____

Address: _____

Phone: _____ Email: _____

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating the section or paragraph and page no. as applicable. Be specific about your proposed exception(s) to content, language, or omissions. Add as many pages as required.)

Authorized Representative: _____
(Printed name)
Signature: _____
Date: _____

**ATTACHMENT D
LETTERS OF REFERENCE**

Please list the references (minimum of two (2)) in the section provided below and attach corresponding letters to this form.

Agency	Contact Name/Address	Phone No.	Dates Services Provided (From/Through)

**ATTACHMENT E
CERTIFICATE OF NON-COLLUSION**

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Name of Proposer)

(Signature of Authorized Agent)

_____, 2017
Date

ATTACHMENT F
COUNTY OF MENDOCINO SAMPLE PROPOSAL EVALUATION FORM
RFP No. SO-2017-002
MEDICAL HEALTH SERVICES FOR THE MENDOCINO COUNTY JAIL

Vendor Name: _____

Evaluated By: _____

A.	Completeness of Response	Pass/Fail	
B.	Financial Stability	Pass/Fail	
C.	Technical Criteria	Pass/Fail	

NOTE: In the event that the proposal rates a 'Fail' on any of the above, please seek the guidance of the General Services Agency

		Weight	*Rating Scale	Points Total
D.	Cost	15 points		
E.	Implementation Plan and Schedule	35 points		
F.	Relevant Experience	25 points		
G.	References	10 points		
H.	Overall Proposal	15 points		

Evaluation Total (Maximum 500)		
--------------------------------	--	--

Comments:

Scoring: (To be performed by the General Services Agency/Purchasing Agent)

Weight X *Rating (per Scale) = Points Total

*Rating Scale: 5 = Excellent 4 = Above Average 3 = Average 2 = Fair 1 = Poor 0 = Unacceptable

ATTACHMENT G – SAMPLE AGREEMENT

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2017, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the “COUNTY”, and _____, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its [Services]; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit “A”, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Appendix A Certification regarding Debarment, Suspension

The term of this Agreement shall be from _____, 20 through _____, 20 .

The compensation payable to CONTRACTOR hereunder shall not exceed [Spelled out Contract Amount] (\$[Numerical Amount]) for the term of this Agreement.

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

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD _____ DATE _____

Budgeted: Yes No

Budget Unit: _____

Line Item: _____

Grant: Yes No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: _____

NAME AND ADDRESS OF CONTRACTOR:

COUNTY OF MENDOCINO

By: _____
DAN GJERDE, Chair
BOARD OF SUPERVISORS

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

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: _____
Deputy

INSURANCE REVIEW:

RISK MANAGER

By: _____
ALAN D. FLORA, Risk Manager

FISCAL REVIEW:

By: _____
Deputy CEO/Fiscal

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: _____
CARMEL J. ANGELO, Chief Executive Officer

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

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

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

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

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or

death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.
7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

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

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

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender’s account, notice is effective on delivery, if delivery is confirmed by the delivery service.

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

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
 Mendocino County Sheriff-Coroner Office
 Ukiah, CA 95482
 Attn: mcso-contracts@co.mendocino.ca.us

To CONTRACTOR: [Name of Contractor]
 [Number and Street]
 [City, State, Zip Code]
 ATTN:

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

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

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall engage in any unlawful discrimination.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, shall engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).

15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its [Services] shall not exceed \$[Contract Amount] payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.

-
26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. CONTRACTOR shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without COUNTY's prior written approval.
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be

affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. PATENT AND COPYRIGHT INDEMNITY: CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
- a. COUNTY will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.
 - b. If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 32 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding.
 - c. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.
 - d. Notwithstanding this Section 32, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

33. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

[END OF DEFINITION OF SERVICES]

EXHIBIT B
PAYMENT TERMS

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney’s fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONTRACTOR.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers’ Compensation or to undertake self insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker’s Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers’ Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR’S and subcontractors’ employees.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]

Appendix A

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

(Type Name)

(Organization Name)

(Title)

(Organization Address)

(Signature)

(Date)

**ATTACHMENT H
MENDOCINO COUNTY EPAYABLES INFORMATION**

The County of Mendocino is currently making electronic payments to all of our vendors and suppliers who qualify. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please contact Dennis Dow dowd@co.mendocino.ca.us or 707-234-6864.

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general--vanity--sq01vn000r_epayablesvendors--na