

**THIRD AMENDMENT
PROFFESIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CALIFORNIA FORENSIC MEDICAL GROUP
FOR OCTOBER 1, 2016 TO SEPTEMBER 30, 2021**

This Third Amendment to the Professional Services Agreement dated October 4, 2016, as amended on December 13, 2016 and further amended on February 28, 2020 by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and California Forensic Medical Group, a California corporation, hereinafter referred to as "CONTRACTOR," is entered into this 21st day of August, 2020.

WHEREAS, COUNTY, by and through its Sheriff's Office, Probation Department and Department of Health and Human Services – Public Health, ("DHHS – Public Health"), desired to retain the services of CONTRACTOR to provide professional, medical, dental, and similar health care services and related administrative services for COUNTY's correctional and detention facilities;

WHEREAS, on October 4, 2016, COUNTY and CONTRACTOR entered into a Professional Services Agreement ("Agreement") to provide said services; and

WHEREAS, on December 13, 2016, COUNTY and CONTRACTOR agreed to amend the Agreement to increase the maximum payable amount thereunder; and

WHEREAS, on February 28, 2020 COUNTY and CONTRACTOR agreed to amend the Agreement to address annual increases to annual and monthly maximum Base Amounts due to Consumer Price Index (CPI) adjustments as noted in Exhibit B – Schedule of Rates of the original Agreement; and

WHEREAS, DHHS – Behavioral Health and CONTRACTOR applied for and were awarded a grant by Health Management Associates, Inc. to provide Medical Assisted Treatment (MAT) to inmates housed at Humboldt County Correctional Facility; and

WHEREAS, activities named in the "Expanding Access to MAT in County Criminal Justice Setting" grant agreement are to be conducted by staff provided by the CONTRACTOR; and

WHEREAS, the parties wish to memorialize the current agreement between the parties for the services provided by CONTRACTOR relating to MAT services; and

WHEREAS, the parties now desire to amend certain provisions of the Agreement to include the MAT grant activities CONTRACTOR is responsible for;

NOW THEREFORE, the parties mutually agree as follows:

1. Exhibits A, B, C and D are replaced with the modified Exhibits A, B, C and D attached hereto and incorporated herein by reference.
2. Except as modified herein, the Agreement executed on October 4, 2016 shall remain in full force and effect. In the event of a conflict between the provisions of this Third Amendment and the original Agreement the provisions of this Third Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Third Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

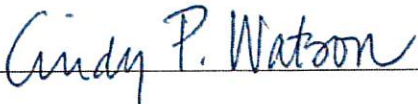
CALIFORNIA FORENSIC MEDICAL GROUP:

By: 

Date: August 11, 2020

Name: Dr. Raymond Herr

Title: President


By: 

Date: August 11, 2020

Name: Cindy Watson

Title: Secretary and Chief Operating Officer


COUNTY OF HUMBOLDT:

By: 

Date: 8/21/2020

Michele Stephens,
DHHS – Public Health Director
*(Pursuant to the authority delegated by the
Humboldt County Board of Supervisors on
February 25, 2020 [Item C-12])*

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 8/17/2020

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Humboldt County Minimum Staffing Levels
- Exhibit D – Penalties for Failure to Comply with Minimum Staffing Levels

EXHIBIT A

SCOPE OF SERVICES

For the purposes of this Agreement, the following definitions shall apply:

- (a) CCR shall mean the California Code of Regulations.
- (b) CONTRACTOR shall mean California Forensic Medical Group ("CFMG") and shall include, but is not limited to, its directors, officers, agents, representatives, subcontractors, employees, trainers, volunteers, medical personnel, and/or any other individuals who may be retained by CONTRACTOR to perform any of the terms and conditions of this Agreement.
- (c) COUNTY shall mean the County of Humboldt, a political subdivision of the State of California.
- (d) DHHS-ECC shall mean the Humboldt County Department of Health and Human Services – Social Services Eureka Call Center.
- (e) FACILITIES shall collectively mean the Humboldt County Correctional Facility, the Humboldt County Juvenile Hall, and the Northern California Regional Facility.
- (f) HCCF shall mean the Humboldt County Correctional Facility.
- (g) HCSO shall mean the Humboldt County Sheriff's Office.
- (h) IMQ shall mean the Institute for Medical Quality, a subsidiary of the California Medical Association.
- (i) JH shall collectively mean the Humboldt County Juvenile Hall and the Northern California Regional Facility.
- (j) MH-SOC shall mean Humboldt County Mental Health Systems of Care.

Under the terms of the Agreement, CONTRACTOR shall perform the following services:

CONTRACTOR'S RESPONSIBILITIES AS A DESIGNATED HEALTH AUTHORITY:

A. Health Care Services

- 1) CONTRACTOR shall be the designated health authority responsible for health care services performed in the FACILITIES, as set forth in this Agreement. Final medical judgments rest with the Medical Director of CONTRACTOR, or his/her authorized designee.
- 2) All health care services provided by CONTRACTOR shall comply with any and all applicable local, state, and/or federal laws and regulations governing health care services provided in correctional and/or detention facilities, including but not limited to CCR, Title 15, as amended from time to time.
- 3) CONTRACTOR shall be the sole supplier and coordinator of all medical programs for the FACILITIES and, as such, shall have the authority and responsibility for the implementation, modification, and continuation of any and all health care programs for

the FACILITIES. "Modification" is defined as any alteration in an existing service or program that does not require staffing modifications, funding, or facilities.

- 4) CONTRACTOR shall develop and maintain up-to-date written policy and procedure, protocol, and reference manuals in compliance with IMQ accreditation standards and CCR, Title 15 requirements. These manuals shall reflect the current actual practice of CONTRACTOR performed at the FACILITIES and shall be signed by CONTRACTOR, CONTRACTOR'S on-site Medical Director, CONTRACTOR'S Medical Program Manager, and COUNTY'S Health Officer. CONTRACTOR shall review manuals annually and issue updates as appropriate. Upon termination of this Agreement, said policy and procedure manual shall become property of the COUNTY.
- 5) Any new medical programs, policies and/or procedures, or other changes in the provisions of or services required by this Agreement, proposed to be implemented after the date of this Agreement, shall be reduced to writing and shall be undertaken only upon mutual agreement of the COUNTY and CONTRACTOR.

B. Personnel Requirements

- 1) CONTRACTOR shall designate an on-site Medical Director who shall be responsible for assuring the quality of health care provided at the FACILITIES, and who shall also supervise the practice of nurse practitioners, physician assistants, and/or other medical personnel, should such personnel be utilized. The on-site Medical Director is expected to examine all patients referred to him/her. However, a portion of his/her time shall be spent teaching (medical/administrative), working with mid-level practitioners, medication and chart review, and establishing new and refining existing policies and procedures.
- 2) CONTRACTOR shall hire and maintain an on-site Medical Program Manager who shall be designated as the liaison between CONTRACTOR and COUNTY. The Medical Program Manager shall be responsible for the investigation of all complaints that relate to CONTRACTOR'S operations at the FACILITIES. Investigations on written complaints shall be summarized in writing and shall include CONTRACTOR'S findings, position, and corrective plan, as applicable. Such written summary shall be delivered to COUNTY, consistent with any applicable HCCF or JH policies.
- 3) CONTRACTOR shall engage only California licensed and qualified personnel to provide professional medical care coverage for the FACILITIES. CONTRACTOR shall obtain all licenses, accreditations, and/or certifications necessary to provide medical services in the FACILITIES. CONTRACTOR shall ensure that all of its employees who render medical services are fully compliant with any and all applicable licenses, accreditation, and/or certification.
- 4) Copies of licenses, accreditations, and/or records of certification for all medical personnel are to be furnished to the Medical Program Manager, who must at all times have them available for examination by COUNTY. Copies of these shall be maintained at the FACILITIES.
- 5) CONTRACTOR shall recruit and interview only candidates who have provided documentation of health care experience, licenses, and letters of recommendation. Each candidate will be interviewed by CONTRACTOR with special focus on technical expertise, emotional stability, and motivation.

- 6) CONTRACTOR shall ensure that all of its employees who are staffed at the FACILITIES are afforded an orientation period, sufficiently comprehensive and of adequate length, to allow the employee to be familiar with CONTRACTOR's obligations under this Agreement and to acquaint all personnel to the policies and procedures of the FACILITIES.
- 7) CONTRACTOR acknowledges and understands that it is essential that continuing education programs be provided to professional staff. CONTRACTOR shall provide in-service training for its personnel and shall ensure all full-time healthcare staff, except for physicians, will receive at least thirty (30) hours of in-service training every two (2) years. The Medical Program Manager shall identify the topics and maintain records on subject matter and employee participation.
- 8) CONTRACTOR personnel shall observe all applicable policies and procedures concerning the operation and security of the FACILITIES.
- 9) CONTRACTOR personnel shall be required to wear identification badges whenever they are present at the FACILITIES.
- 10) COUNTY, in its sole discretion, shall have the right to perform criminal background or security checks of any employee, agent, or subcontractor of CONTRACTOR who is staffed at the FACILITIES as a condition of granting access to the FACILITIES. COUNTY shall have the sole discretion to determine security acceptability of all CONTRACTOR personnel at any time during the contract period. At the discretion of COUNTY, and consistent with state and federal law, a voice stress analyzer test may be required. Any CONTRACTOR personnel found to be an unacceptable security risk will not be given access to the FACILITIES. No new employee shall be brought to the FACILITIES without the prior approval of the COUNTY.
- 11) COUNTY reserves the right to prior approval of all personnel who work in the FACILITIES as an employee of CONTRACTOR or under contract or subcontract with CONTRACTOR.
- 12) In recognition of the particular safety and security needs of correctional and detention facilities, CONTRACTOR shall agree that in the event COUNTY, at its discretion, is dissatisfied with any of the personnel provided under the Agreement, and if the problem cannot be resolved to the satisfaction of the COUNTY within thirty (30) days following notice by COUNTY to CONTRACTOR, CONTRACTOR shall remove the individual about which dissatisfaction has been expressed and provide replacement coverage by other appropriate personnel until an approved replacement can be found. COUNTY agrees to allow CONTRACTOR a reasonable amount of time to find a suitable replacement.

C. Staffing Hours

- 1) CONTRACTOR shall maintain the staffing pattern, hours, and availability described in Exhibit C as the minimum staffing level. The minimum staffing level shall not be considered proof that CONTRACTOR's level of staffing is, in fact, adequate to meet the actual medical staffing needs of the FACILITIES. The minimum staffing level maintained by CONTRACTOR shall ensure that the FACILITIES have 24-hour medical coverage and/or medical personnel available at the FACILITIES at all times.

- 2) Notwithstanding the minimum staffing level, it is the responsibility of the CONTRACTOR to supply adequate staff and other resources necessary to provide medical services at the FACILITIES in accordance with all federal, state, and local laws and regulations, as well as IMQ standards. Any significant change in law that affects the cost of providing services may require re-negotiation of the Agreement, and CONTRACTOR agrees to cooperate with COUNTY to amend the Agreement as necessary to ensure ongoing compliance with all applicable local, state, and federal laws and regulations.
- 3) It is incumbent upon CONTRACTOR to promptly report to COUNTY any issues which may or does affect CONTRACTOR's ability to meet the minimum staffing level required in Exhibit C. In any month in which CONTRACTOR does not meet the minimum staffing level and fails to provide adequate and qualified staff members at the staffing levels established hereunder, CONTRACTOR shall be assessed a daily penalty for each medical personnel position that was under-staffed or staffed with an unqualified person, as set forth in Exhibit D.
- 4) CONTRACTOR shall be responsible for keeping time and attendance accountability records of its personnel and provide appropriate records to COUNTY upon demand.

D. Training

- 1) CONTRACTOR shall prepare and provide a minimum of four (4) four-hour training sessions per year of in-service medical education programs for HCSO staff at the HCCF. CONTRACTOR shall work with the HCSO staff to identify appropriate topics for the training programs. CONTRACTOR shall schedule a sufficient number of training sessions to assure that all appropriate HCSO staff at the HCCF have participated in the training program.
- 2) CONTRACTOR shall provide a minimum of four (4) four-hour training sessions to COUNTY staff at the JH per year. Training provided by CONTRACTOR must be specific to children and youth, and shall cover such topics as suicide identification/prevention, medication reactions, gross identification of injury and illness, psychopharmacology issues, and/or any other topics requested by COUNTY. CONTRACTOR shall schedule a sufficient number of training sessions to assure that all appropriate COUNTY staff at the JH participates in the training program.

E. Quality Assurance Program and Reviews

- 1) CONTRACTOR shall maintain a comprehensive quality assurance plan.
- 2) CONTRACTOR shall provide COUNTY with a copy of said comprehensive quality assurance plan and any updates or revisions to the same. The comprehensive quality assurance plan will be adopted with the mutual concurrence of CONTRACTOR and COUNTY on an annual basis.
- 3) CONTRACTOR shall provide COUNTY with a monthly statistical report prepared in a format prescribed by the COUNTY's Health Officer or designee, which includes health care activities, occurring both inside and outside the facility. This report shall summarize service by type and place performed. This report shall also include cost data for both in-patient and out-patient service, the status of any third-party cost recoveries, and actual number of staff hours to determine compliance with minimum staffing levels in Exhibit C.

- 4) CONTRACTOR shall confer regularly with the designated representatives of COUNTY concerning existing health-related procedures within the FACILITIES, any proposed changes in health-related procedures, and any other matter which either party deems appropriate.
- 5) CONTRACTOR shall, at least quarterly, provide an adequate Quality Assurance Review Meeting to assess, monitor, and improve, where possible, the care provided by CONTRACTOR's medical and dental staff at the FACILITIES. An adequate meeting shall, at a minimum, include CONTRACTOR's on-site Medical Director, CONTRACTOR's on-site medical and dental staff, the COUNTY's Health Officer, and one representative each from Adult System of Care, Children's System of Care, the Department of Health and Human Services – Public Health, Sheriff's Office, and Probation Department. Additionally, at least annually, a dentist provided by CONTRACTOR and a psychiatrist provided by the COUNTY shall attend. A written summary of each quarterly meeting shall be distributed to each member of the Quality Assurance Review Meeting. CONTRACTOR shall record this written summary and ensure a copy is delivered to COUNTY; however, individual medical peer review audits shall be distributed to medical personnel members only. In the event that a Quality Assurance Review Meeting does not meet the quarterly attendance requirements, another meeting will be scheduled and properly attended within thirty (30) days. In all cases, CONTRACTOR shall organize these meetings and COUNTY shall provide the meeting room.
- 6) A copy of all written audits, findings, corrective action plans, and summaries prepared by CONTRACTOR shall be provided to the COUNTY in a timely manner.
- 7) As set forth in Section 8 of the Agreement governing record retention and inspection, CONTRACTOR shall make all records reasonably required by the COUNTY to verify and monitor compliance with the terms of this Agreement.
 - a. Where a review of the medical records reveals that CONTRACTOR has failed to maintain a 90% compliance rate in completion of the histories and physicals for those inmates who are required to have such histories and physicals and who were reasonably available at the time that such medical services were due to have been completed for a one (1) calendar month period, a penalty of \$100 per inmate or minor who was not successfully assessed shall apply, except when beyond the control of CONTRACTOR.
 - b. Where sick call, as conducted during Monday through Friday has not been conducted, except for situations where the failure to conduct such sick call is beyond the control of the CONTRACTOR, the penalty of \$300 per normal sick call day per facility shall apply.
 - c. Where CONTRACTOR fails to conduct regularly scheduled medication administration rounds (for medications prescribed by a licensed physician or dentist under contract to CONTRACTOR) to inmates and minors covered by this Agreement, the COUNTY may apply a penalty of \$300 per missed round per facility, but only after providing CONTRACTOR an opportunity to discuss with COUNTY the reason for the missed shift. Thereafter, COUNTY, in its sole discretion, shall determine whether a penalty is warranted.

F. IMQ Accreditation

- 1) CONTRACTOR shall obtain IMQ accreditation as soon as reasonably possible for the FACILITIES and thereafter maintain such accreditation during the term of this Agreement. Application shall be made at such time as mutually agreed upon by the parties. Any fees required by IMQ to be paid in connection with obtaining accreditation shall be paid by CONTRACTOR.
- 2) CONTRACTOR shall comply with all applicable IMQ standards at the FACILITIES and shall cooperate with and assist COUNTY in meeting its responsibilities in the effort to obtain accreditation. COUNTY shall make all reasonable effort to cooperate with CONTRACTOR in obtaining accreditation. If any one of the FACILITIES fails to receive accreditation within one year from the date of execution of this Agreement because of CONTRACTOR's failure to comply with IMQ standards for which it is responsible, CONTRACTOR shall pay to COUNTY the sum of Six Thousand Dollars (\$6,000.00) for each facility not accredited. This penalty is due within thirty (30) days after the receipt of notice by the COUNTY. For each subsequent month past one year, the penalty per month shall be Six Hundred Dollars (\$600.00) per month, due and payable within thirty (30) days of notification.
- 3) The financial penalties set forth above shall not be imposed for any delays beyond the control of the CONTRACTOR, or for any failure to receive accreditation which is beyond the control of CONTRACTOR.

G. Provision of Equipment and Equipment Security

- 1) COUNTY will provide the space, housekeeping, fixtures, utilities, telephone, security, and other similar items necessary for the efficient operation of the health care system in the FACILITIES.
- 2) CONTRACTOR shall be responsible for the purchase and provision of required pharmaceuticals, medical supplies, instruments, equipment, and medical record supplies to be used at the FACILITIES, including but not limited to medicines, drugs, dressings, instruments, gloves, and medical/dental personnel wearing apparel.
- 3) CONTRACTOR shall be responsible for purchasing required laboratory services and x-ray services to be used at the FACILITIES.
- 4) CONTRACTOR shall provide its own computers and internet, excepting network connections required to connect with the certain management systems which will be provided by COUNTY.
- 5) CONTRACTOR shall maintain all medical and office equipment, regardless of ownership, that is used for the performance of this Agreement.
- 6) CONTRACTOR is authorized to use the medical and other equipment of COUNTY currently on the premises. CONTRACTOR agrees to safeguard said equipment and all property of the COUNTY. Said equipment is to be used only by those trained and qualified in its use. CONTRACTOR will be held responsible for damage to or loss of equipment and shall reimburse COUNTY for all losses resulting from the negligent or careless use of said equipment or other COUNTY property or facilities by CONTRACTOR personnel.

H. Medical Records

- 1) CONTRACTOR shall be the custodian of record and shall be responsible for the care, custody, maintenance and security of all medical records, active or inactive, paper or electronic, at the FACILITIES during the term of this Agreement.
- 2) Existing medical records and medical records prepared by CONTRACTOR shall be the property of the COUNTY.
- 3) CONTRACTOR shall be the custodian of record of the active and inactive medical records generated after CONTRACTOR began operations at the FACILITIES. In accordance with existing law and standard medical practice, CONTRACTOR shall retain all medical records for a period of seven (7) years from the last date of contact with the inmate or minor, or one year past the age of majority, whichever is longer. Records related to pregnancies shall be retained until the child's age is one (1) year past majority.
- 4) CONTRACTOR shall return all inactive and/or active medical records in its possession to the COUNTY at the termination of this Agreement or at the conclusion of the retention period, whichever occurs sooner. CONTRACTOR shall prepare and retain a comprehensive list of any and all medical records that are returned to the COUNTY, and further agrees to work with the COUNTY in good faith to ensure all medical records are returned to COUNTY in an orderly manner and with due care to avoid any inadvertent disclosures of confidential patient information. COUNTY shall be responsible for record destruction.
- 5) CONTRACTOR shall adhere to all local, state and federal requirements relating to confidentiality of patient information including, but not limited to, Welfare and Institutions Code Section 5328 and Title 45, Code of Federal Regulations, and Section 205.50 for Medi-Cal eligible patients, and as set forth in this Agreement and the Business Associate Agreement attached hereto.
- 6) CONTRACTOR shall maintain all records in accordance with CCR, Title 15, Section 1205, Medical/Mental Health Records, IMQ Standards, as well as any and all local federal and state medical confidentiality and privacy laws and regulations.
- 7) CONTRACTOR shall ensure that pertinent medical information is prepared to accompany all inmates or minors when transferring to other detention/correctional facilities.
- 8) CONTRACTOR shall ensure that its staff documents all health care contacts in the inmate's or minor's medical record using the Problem Oriented Medical Record format.
- 9) Upon COUNTY's request, CONTRACTOR shall assist COUNTY in transitioning all traditional paper medical files to an electronic medical record system.

I. Reporting Requirements

- 1) CONTRACTOR shall prepare a monthly statistical report in a format acceptable to COUNTY, which includes health care activities occurring both inside and outside of the FACILITIES. This report shall summarize service by type and place performed, work hours by classification, and include the status of any third-party cost recoveries. The monthly statistical report shall be delivered to the COUNTY by the tenth (10th) day of the following month.
- 2) CONTRACTOR shall provide COUNTY a report that is consistent with the information required for the daily jail rate report. This report shall separate routine from non-routine medical services, in a format acceptable to COUNTY and State. The information provided

by CONTRACTOR shall be sufficient to allow COUNTY to successfully claim reimbursements from the State of California for related services, and to bill individuals, if appropriate. CONTRACTOR shall submit this report to COUNTY by December 31st for the preceding fiscal year.

- 3) CONTRACTOR shall be responsible for ensuring that its staff reports any problems and/or incidents to COUNTY as required by this Agreement.

J. Medical Waste Management

CONTRACTOR shall ensure compliance with any and all applicable local, state, and federal requirements for medical waste management, including but not limited to, security, storage, and disposal of medical waste.

K. Participation in Administrative or Legal Proceedings

- 1) CONTRACTOR shall make its personnel available to testify as necessary and as permitted by law, to allow COUNTY to adequately respond to any administrative or legal action relating to health care services provided at the FACILITIES, including, but not limited to, civil rights suits or writs of habeas corpus filed by inmates or minors where the inmate or minor puts his/her medical history, medical condition, or medical status at issue. CONTRACTOR shall also promptly respond in writing to COUNTY's requests for information to allow COUNTY to timely respond to any administrative or legal action brought against COUNTY relating to health care services provided at the FACILITIES.
- 2) CONTRACTOR shall make appropriate medical personnel available to attend any court proceeding, as requested by COUNTY, involving any inmate or minor whose medical history, condition, problem, or status is at issue.
- 3) CONTRACTOR shall cooperate fully in aiding COUNTY to investigate, adjust, settle, or defend any claim, action, or proceeding, including writs of habeas corpus, brought against COUNTY in connection with the operation of health care services provided at the FACILITIES with which CONTRACTOR may be connected. Nothing in this provision shall affect the parties' respective obligations regarding indemnification, defense, and hold harmless, as described in Section 14 of the Agreement.

L. Third-Party Funds

Upon COUNTY's request, CONTRACTOR shall cooperate with COUNTY on any effort by COUNTY to apply, request, and/or receive third-party funding for the provision of health care services at the FACILITIES. CONTRACTOR shall provide appropriate consultation, information, review, or any other appropriate service to COUNTY to assist COUNTY in obtaining additional or new funding for the provision of health care services at the FACILITIES.

M. Transition Assistance

Upon expiration, termination, or cancellation of the Agreement, CONTRACTOR shall assist COUNTY to ensure an orderly transfer of responsibility and/or continuity of those services required under the terms of the Agreement to an organization designated by COUNTY, if requested in writing to provide such assistance. If so requested, CONTRACTOR shall continue providing any part or all of the services in accordance with the terms and conditions of the Agreement for a period not to exceed thirty (30) calendar days after the expiration, termination, or cancellation date of the Agreement, for a price not to exceed those prices set forth in the Agreement.

SPECIFIC SERVICES TO BE PROVIDED AT HCCF:

A. Receiving Screening

- 1) CONTRACTOR shall timely conduct an initial evaluation and Pre-booking Screening/Medical History Questionnaire with all detainees. CONTRACTOR shall timely conduct an evaluation to determine if a detainee is intoxicated and/or suffering from withdrawal or at high risk for withdrawal, or at high risk due to a medical condition.
- 2) CONTRACTOR nursing staff shall timely involve physicians, physician assistants, and/or nurse practitioners to assess and treat detainees potentially undergoing withdrawal or at serious risk due to a medical condition, and shall timely refer to a provider those detainees undergoing withdrawals or at serious risk due to a medical condition when clinically indicated.
- 3) When medically appropriate, CONTRACTOR shall provide medical services on-site.
- 4) CONTRACTOR may, at its option, require detainees to receive outside medical evaluation and treatment prior to being booked as an inmate in the correctional facility. CONTRACTOR will not be financially responsible for pre-booking costs not done by its option.
- 5) CONTRACTOR shall ensure that all inmates newly booked into the jail, who at the time of booking are prescribed medications in the community, are timely continued on those medications or prescribed comparable appropriate medication, unless a medical provider makes a clinical determination that medications are contraindicated or not necessary for treatment.
- 6) Inmates who, at the time of booking, report to CONTRACTOR that they are taking community prescribed medications, but whose medications cannot be verified, shall be timely assessed by a medical provider and timely prescribed medications necessary to treat their health needs.
- 7) If appropriate, CONTRACTOR shall contact DHHS-ECC when an inmate is housed at HCCF to determine the inmate's current Medi-Cal status. CONTRACTOR shall contact DHHS-ECC when an inmate is transferred to an off-site treatment facility to inform DHHS-ECC of the transfer. DHHS-ECC will initiate an application request, if necessary, based on information provided by CONTRACTOR. DHHS-ECC will determine eligibility and will coordinate with the treatment facility and CONTRACTOR as needed, and CONTRACTOR shall assist DHHS-ECC to the extent necessary for DHHS-ECC to make its eligibility determination.

B. Health Inventory and Communicable Disease Screening

- 1) CONTRACTOR shall perform a Health Inventory and Communicable Disease Screening on all inmates within fourteen (14) days of incarceration.
- 2) CONTRACTOR shall ensure that a physician, family nurse practitioner, physician assistant, licensed vocational nurse, or registered nurse specifically trained to conduct health appraisals shall complete the Health Inventory and Communicable Disease Screening.
- 3) CONTRACTOR shall ensure that lab tests are performed as medically indicated under IMQ standards.

- 4) CONTRACTOR shall develop a set of procedures for immunizations (measles, mumps, rubella, etc.) to address the needs of any special inmate populations.
- 5) CONTRACTOR shall initiate treatment of persons in custody who have been exposed to and/or are presumed to have an infectious disease, scabies, or lice.
- 6) CONTRACTOR shall perform HIV/AIDS screening and diagnostic testing and treatment of persons in custody, who are at high risk for AIDS and/or as is medically indicated.

C. Detoxification from Drugs and/or Alcohol

- 1) CONTRACTOR shall ensure that detoxification services are performed at the direction of and under the supervision of qualified medical personnel.
- 2) CONTRACTOR shall assess each inmate upon intake to determine if an inmate is intoxicated and/or suffering from withdrawal or at high risk of withdrawal.
- 3) CONTRACTOR, and not COUNTY, shall determine if it is medically appropriate for an inmate to be placed in a sobering cell and determine when an inmate shall be transferred to the hospital to be treated for possible or actual withdrawal.
- 4) CONTRACTOR shall monitor inmates placed in sobering cells using the Clinical Institute Withdrawal Assessment for Alcohol ("CIWA") protocol or equivalent validated monitoring protocol. Inmates shall receive pharmacological treatment as indicated and be appropriately housed based on their clinical conditions.
- 5) CONTRACTOR shall, along with the correctional deputy, conduct regular observations of inmates who have been placed in sobering cells. HCSO staff shall conduct regular observations of inmates who have been placed in sobering cells twice every 30 minutes, pursuant to HCCF Policy and Procedures Manual, Procedure No. B-007. CONTRACTOR's medical staff, accompanied by the correctional deputy, shall conduct regular observations of inmates who have been placed in sobering cells once every hour. If CONTRACTOR, as a result of the observation, determines that further evaluation, monitoring, or treatment of an inmate in a sobering cell is needed, CONTRACTOR shall coordinate with HCSO staff to ensure that the appropriate monitoring, evaluation, and treatment is rendered to the inmate.
- 6) CONTRACTOR shall document the date and time and shall initial the special housing log used by COUNTY when they observe an inmate held in a sobering cell.
- 7) CONTRACTOR shall administer separate treatment protocols for opiate, alcohol, and benzodiazepine withdrawal.
- 8) CONTRACTOR shall provide individual treatment plans and treatment for all persons in custody with a need for drug and/or alcohol detoxification services.

D. Sick Call

- 1) CONTRACTOR shall conduct sick call daily except for weekends and holidays. Sick call shall be conducted in designated areas of the correctional facility, providing the inmate with as much privacy as security concerns may allow.
- 2) CONTRACTOR shall ensure that a physician, family nurse practitioner, physician assistant, or registered nurse shall conduct sick call pursuant to CONTRACTOR's applicable policies and procedures, as well as HCCF Policy and Procedures Manual, Procedure No. H-003. In the event of any conflict in policies and procedures between CONTRACTOR and HCCF, the policies and procedures set forth in HCCF Policy and

Procedures Manual, Procedure No. H-003, shall take precedence and shall control, except in situations where it is determined that adherence to the HCCF Policy and Procedures Manual will compromise the health and safety of the inmate. CONTRACTOR shall further ensure that a physician provides consultation to medical staff at least weekly, and as needed on weekends and holidays.

- 3) CONTRACTOR shall schedule inmates requesting sick call as soon as possible and/or as medically indicated.

E. Off-Site Services

- 1) CONTRACTOR shall provide required medical/surgical inpatient hospital care, off-site medical specialty care, off-site medical clinic care, emergency room care, diagnostic services such as laboratory, radiology, etc., which cannot be provided on-site, and other health-related ancillary services for those inmates who have been medically cleared or booked and physically placed in the correctional facility.
- 2) All such care as described in paragraph E(1) above must be approved and referred by CONTRACTOR.
- 3) CONTRACTOR will not provide or make referrals for elective medical care that can safely be provided when an inmate is released from custody.
- 4) CONTRACTOR shall furnish outside providers with other third-party payor information when available.
- 5) CONTRACTOR shall make all referral arrangements for treatment of inmates with problems that may extend beyond the scope of services provided on-site.
- 6) CONTRACTOR shall make referrals for follow-up care in the inmate's county of residence.
- 7) CONTRACTOR'S responsibility in cases where extensive medical treatment is necessary shall be limited to Fifteen Thousand Dollars (\$15,000.00) net liability in outside medical expenses per individual inmate medical/surgical inpatient episode. CONTRACTOR shall make all reasonable attempts to recoup medical costs by billing inmate's insurance or Medi-Cal, prior to invoicing COUNTY above the Fifteen Thousand Dollars (\$15,000) limit per individual episode. COUNTY is responsible for costs beyond the Fifteen Thousand Dollars (\$15,000.00) per individual episode. CONTRACTOR shall pay all medical expenses associated with each episode and invoice COUNTY for charges above the Fifteen Thousand Dollars (\$15,000.00) limit. Given the uncertainty of potential events and related charges, and given the penal code mandates to pay, there is no explicit payment limit for this contract. CONTRACTOR is not responsible for costs related to psychiatric inpatient admissions. Episode means a single admission and discharge from a hospital.
- 8) CONTRACTOR'S responsibility for HIV/AIDS medications shall be subject to an annual aggregate limit of Ten Thousand Dollars (\$10,000).
- 9) CONTRACTOR shall ensure that the health care status of inmates admitted to off-site facilities is reviewed to ensure that the duration and cost of this stay is no longer or more intensive than medically necessary.
- 10) To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care and services CONTRACTOR is obligated to pay under this Agreement, the COUNTY will, upon prior request by CONTRACTOR, provide transportation as reasonably available, provided such

transportation is scheduled in advance. When medically necessary, CONTRACTOR shall provide all emergency transportation of inmates in accordance with the provisions of this Agreement.

F. Inmates Outside The Facilities

- 1) Health care services to be provided by CONTRACTOR are intended only for those inmates in the actual physical custody of the HCSO, including inmates in the HCCF and inmates under guard and/or HCSO jurisdiction in outside hospital (with the exception of inmates booked in absentia). Such inmates shall be included in the daily population count.
- 2) Inmates in the custody of other police or penal jurisdictions accepted for housing by either facility are included in the population count and are the responsibility of CONTRACTOR for furnishing or payment of health care services.

G. Medication Administration

- 1) CONTRACTOR shall be responsible for administering medications at the correctional facility.
- 2) During those times when an inmate is transported to court and needs to receive his/her medication, CONTRACTOR shall ensure medication is packaged in a manner allowing COUNTY to deliver the medication to the inmate in compliance with all applicable regulations.
- 3) Medications shall principally be administered twice daily, on a BID (*bis in die*) regime.
- 4) PRN (*pro re neata*, or as needed) medications shall principally be administered on a BID regime.
- 5) CONTRACTOR shall respond to requests for PRN medications at other times on an emergency basis as medically required.
- 6) CONTRACTOR shall ensure that all pharmaceuticals be used, stored, inventoried, and administered in accordance with all applicable laws, regulations, policies, and procedures.

H. Special Medical Diets

- 1) CONTRACTOR shall evaluate the need for and prescribe medically required special diets for inmates, as appropriate.
- 2) CONTRACTOR shall coordinate with COUNTY Food Service management staff regarding the types of special medical diets that can be offered to the inmate population.

I. Dental Services

- 1) CONTRACTOR shall be responsible for providing emergency dental services at HCCF in accordance with IMQ standards and any applicable HCCF policy and procedure.
- 2) The dental services shall be provided on-site at HCCF. This includes emergencies, except for life-threatening emergencies requiring the inmate to be transported to an emergency room.

J. Inmate Grievances

Upon COUNTY's request, and consistent with applicable HCCF policy and procedure, CONTRACTOR shall cooperate with COUNTY to promptly respond to any grievances made by any inmate concerning any provision of health care services provided at HCCF.

K. Confinement Records

COUNTY shall allow CONTRACTOR personnel access to inmate confinement records or other data only on a need-to-know basis if necessary to further the medical care of the inmate. CONTRACTOR personnel shall honor any and all COUNTY and HCSO rules and/or establish procedures for safeguarding the confidentiality of such records or data.

L. Discharge or Release From Custody

- 1) When an inmate is released from custody, CONTRACTOR shall provide sufficient information to the inmate and/or his/her authorized representative to ensure continuity of care, including providing information relating to an inmate's current treatment plan and ordering any required prescriptions from the pharmacy of the inmate's choosing.
- 2) CONTRACTOR and COUNTY shall utilize the following procedure when discharging inmates who are clients of the COUNTY's MH-SOC:
 - i. COUNTY shall notify CONTRACTOR of pending inmate discharge.
 - ii. CONTRACTOR shall obtain a release of medical information from the inmate prior to discharge.
 - iii. At the time of discharge, CONTRACTOR shall fax a list of essential medications to MH-SOC, as well as a list of the essential medications the inmate received while in custody.

SPECIFIC SERVICES TO BE PROVIDED AT JH:

A. Receiving Screening

- 1) COUNTY will complete intake health screenings forms seven (7) days per week.
- 2) CONTRACTOR shall respond to requests for consultation on screenings as required.
- 3) CONTRACTOR may, at its option, require minors to receive outside medical evaluation and treatment prior to being admitted into the detention facility.

B. Health Inventory and Communicable Disease Screening

- 1) CONTRACTOR shall perform a Health Inventory and Communicable Disease Screening on all minors within 96 hours of initial admission to the detention facility.
- 2) CONTRACTOR shall ensure that a physician, family nurse practitioner, physician assistant, licensed vocational nurse, or registered nurse specifically trained to conduct health appraisals shall complete the Health Inventory and Communicable Disease Screening.
- 3) CONTRACTOR shall ensure that lab tests are performed as medically indicated under IMQ standards.
- 4) CONTRACTOR shall perform a medical examination on every minor who is admitted to the detention facility following admission, in accordance with CCR Title 15, Article 8, Section 4300.

- 5) CONTRACTOR shall develop a set of procedures for immunizations (measles, mumps, and rubella, etc.) to address the needs of any minors with special healthcare issues.
- 6) CONTRACTOR shall initiate treatment of minors in custody who have been exposed to and/or are presumed to have an infectious disease, scabies, or lice.
- 7) CONTRACTOR shall perform HIV/AIDS screening and diagnostic testing and treatment of minors in custody, who are at high risk for AIDS and/or as is medically indicated.

C. Detoxification from Drugs and/or Alcohol

- 1) CONTRACTOR shall confirm that a medical clearance has been obtained from an Emergency Room physician, or other hospital-based emergency medical care provider, prior to assessing or evaluating any minor who displays outward signs of intoxication, or is known or suspected to have ingested any substance that could result in a medical emergency.
- 2) CONTRACTOR shall cooperate with COUNTY's Chief Probation Officer or his/her designee to ensure policies and procedures are appropriate, and a safe setting exists at the detention facility to accept and monitor medically cleared intoxicated minors.
- 3) CONTRACTOR shall determine when the minor is no longer considered intoxicated and shall advise COUNTY when the monitoring requirements for intoxicated minors are no longer required.

D. Sick Call

- 1) CONTRACTOR shall conduct sick call daily, except for weekends and holidays. Sick call shall be conducted in designated areas of the detention facility, providing the minor with as much privacy as security concerns allow.
- 2) CONTRACTOR shall ensure that a physician, family nurse practitioner, physician assistant, or registered nurse shall conduct sick call. CONTRACTOR shall further ensure that a physician provide consultation to medical staff at least weekly, and as needed on weekends and holidays.
- 3) CONTRACTOR shall schedule minors requesting sick call as soon as possible and/or as medically indicated.

E. Off-Site Services

- 1) CONTRACTOR shall provide required medical/surgical inpatient hospital care, off-site medical specialty care, off-site medical clinic care, emergency room care, diagnostic services such as laboratory, radiology, etc., which cannot be performed on-site, and other health-related ancillary services for those minors who have been booked, medically cleared, admitted and physically placed in the detention facility.
- 2) All such care as described in paragraph E(1) above must be approved and referred by CONTRACTOR.
- 3) CONTRACTOR will not provide or make referrals for elective medical care that can safely be provided when a minor is released from custody.
- 4) CONTRACTOR shall provide outside providers with other third-party payor information when available.
- 5) CONTRACTOR shall make all referral arrangements for treatment of minors with problems that may extend beyond the scope of services provided on-site.

- 6) CONTRACTOR shall make referrals for follow-up care in the minor's county of residence.
- 7) CONTRACTOR's responsibility in cases where extensive medical treatment is necessary shall be limited to Fifteen Thousand Dollars (\$15,000.00) net liability in outside medical expenses per individual inmate medical/surgical inpatient episode. CONTRACTOR is not responsible for costs related to psychiatric inpatient admissions. Episode means a single admission and discharge from a hospital.
- 8) CONTRACTOR'S responsibility for HIV/AIDS medications shall be subject to an annual aggregate limit of Ten Thousand Dollars (\$10,000).
- 9) CONTRACTOR shall ensure that the health care status of minors admitted to off-site facilities is reviewed to ensure that the duration and cost of this stay is no longer or more intensive than medically necessary.
- 10) To the extent any minor requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care and services CONTRACTOR is obligated to pay under this Agreement, the COUNTY will, upon prior request by CONTRACTOR, provide transportation as reasonably available, provided such transportation is scheduled in advance. When medically necessary, CONTRACTOR shall provide all emergency transportation of minors in accordance with the provisions of this Agreement.

F. Medication Administration

CONTRACTOR shall be available to administer all medications, including over-the-counter medications during regular CONTRACTOR staff shifts.

G. Special Medical Diets

- 1) CONTRACTOR shall evaluate the need for and prescribe medically required special diets for minors, as appropriate.
- 2) CONTRACTOR shall coordinate with COUNTY Food Service management staff regarding the types of special medical diets that can be offered to the minor population.

H. Dental Services

CONTRACTOR shall be responsible for providing emergency dental services in accordance with IMQ standards and any applicable JH policy and procedure, including but not limited to the administration of medication for pain management. CONTRACTOR shall make appropriate referrals for dental services to be performed off-site, as necessary, and shall coordinate and manage any and all dental services provided to minors either onsite or off-site.

I. Grievances By Minors

Upon COUNTY's request, and consistent with applicable JH policy and procedure, CONTRACTOR shall cooperate with COUNTY to promptly respond to any grievances made by any minor concerning any provision of health care services provided at JH.

J. Discharge or Release From Custody

- 1) When a minor is released from custody, CONTRACTOR shall provide sufficient information to the minor and/or his/her authorized representative/guardian to ensure

continuity of care, including providing information relating to the minor's current treatment plan and ordering any required prescriptions from the pharmacy of the minor's choosing.

- 2) CONTRACTOR and COUNTY shall utilize the following procedure when discharging minors who are clients of the COUNTY's MH-SOC:
 - iv. COUNTY shall notify CONTRACTOR of pending minor discharge.
 - v. CONTRACTOR shall obtain a release of medical information from the minor's authorized representative or guardian prior to discharge.
 - vi. At the time of discharge, CONTRACTOR shall fax a list of essential medications to MH-SOC, as well as a list of the essential medications the minor received while in custody.

SERVICES RELATED TO THE MEDICATION ASSISTED TREATMENT (MAT) GRANT BETWEEN CONTRACTOR, DHHS - BEHAVIORAL HEALTH AND HEALTH MANAGEMENT ASSOCIATES, INC. FOR THE PERIOD OF JANUARY 1, 2020 THROUGH SEPTEMBER 30, 2020:

DHHS – Behavioral Health and CONTRACTOR jointly applied for and were awarded an “Expanding Access to MAT in County Criminal Justice Setting” grant (“MAT grant”) through Health Management Associates, Inc. to provide MAT to inmates housed at HCCF. The duration of the grant term is January 1, 2020 through September 30, 2020. All activities and responsibilities as defined below shall be conducted within this time frame. Any activities conducted by CONTRACTOR outside of this time frame shall not be reimbursed.

A. CONTRACTOR RESPONSIBILITIES:

- i. CONTRACTOR shall dedicate up to but not exceeding one hundred twenty (120) hours a month to provide substance use disorder treatment, education and discharge planning services to inmates housed at HCCF, and to collect, monitor and report data related to the MAT grant for the duration of the grant term.
- ii. CONTRACTOR shall provide monthly statistics to DHHS – Behavioral Health for submittal for the period of October 2019 through August 2020.
 - i. Monthly statistic reports shall include the following data points:
 - Average daily population
 - Number of intakes
 - Monthly # intakes requiring detox/withdrawal protocol for:
 - Alcohol
 - Opioids
 - Benzodiazepines
 - Methamphetamine
 - Other
 - Monthly # persons withdrawn from methadone
 - Monthly # persons withdrawn from buprenorphine
 - Monthly # persons withdrawn from naltrexone
 - Monthly # persons continued on methadone
 - Pregnant women
 - Others
 - Monthly # persons continued on buprenorphine
 - Pregnant women

- Others
 - Monthly # persons continued on naltrexone
 - Monthly # persons inducted on methadone
 - Monthly # persons inducted on buprenorphine
 - Monthly # persons inducted on naltrexone
 - Monthly # persons given Vivitrol injections
 - Monthly # drug overdoses in jail
 - # units of naloxone provided at release and/or to visitors
- iii. CONTRACTOR shall assist COUNTY, through DHHS – Behavioral Health in drafting and finalizing an Interim Project Status and Financial Report (completed and submitted by the May 1, 2020 due date), and a Final Project Report and Financial Report (due 30 days following the project end date).
- iv. CONTRACTOR shall ensure naloxone kits with instructional materials provided by COUNTY are made available to inmates upon release from jail.
- v. Activities as described above shall not exceed more than 120 hours a month of CONTRACTOR’s Registered Nurses time.
- vi. CONTRACTOR’s onsite Program Manager shall oversee project development, implementation and outcomes of the MAT grant.
- vii. CONTRACTOR’s onsite Program Manager, or appointed designee, shall attend monthly meetings with DHHS-Behavioral Health staff to review project progress.

B. COUNTY RESPONSIBILITIES:

- i. COUNTY’s Substance Use Disorder Services Administrator shall oversee the curriculum development for counseling staff and provide educational materials related to the MAT grant.
- ii. COUNTY staff from the HCCF and DHHS – Behavioral Health departments shall attend monthly meetings with CONTRACTOR to review project progress.
- iii. COUNTY’s DHHS – Behavioral Health Financial Division shall administer grant monies to CONTRACTOR and prepare the required fiscal reports related to the MAT grant.
- iv. COUNTY shall provide naloxone kits and instructional materials to CONTRACTOR for distribution to inmates upon release from jail.
- v. COUNTY shall ensure MAT and evidence-based practice training for jail and county substance use disorder staff.
- vi. COUNTY shall submit all monthly statistics, Interim and Final report, and any other reports required by the MAT grant to Health Management Associates, Inc.

EXHIBIT B

SCHEDULES OF RATES

A. Base Amounts.

1. For the contractual period of October 1, 2016 through February 1, 2017, the annual maximum Base Amount payable by COUNTY for services rendered by CONTRACTOR, and costs and expenses incurred, is Two Million, Nine Hundred Eight Thousand, Eighty Dollars (\$2,908,080), or Two Hundred Forty-Two Thousand, Three Hundred Forty Dollars (\$242,340) per month.
2. Beginning February 1, 2017, in anticipation of CONTRACTOR expanding nursing staff to add a Receiving Nurse on a twenty-four hour, seven-day per week basis to perform the terms and conditions of this Agreement, the annual maximum Base Amount payable by COUNTY for services rendered by CONTRACTOR, and costs and expenses incurred, will increase to Three Million, Five Hundred Sixty Thousand, Nine Hundred Fifty-Two Dollars (\$3,560,952), or Two Hundred Ninety Six Thousand, Seven Hundred Forty-Six Dollars (\$296,746) per month. The annual maximum Base Amount will not be increased unless and until CONTRACTOR has satisfactorily added the personnel described above. In the event CONTRACTOR is able to provide the additional personnel prior to February 1, 2017, the monthly Base Amount set forth in Section 4.A.1 will increase by One Thousand, Seven Hundred Eighty-Nine Dollars (\$1,789) per day.
3. For the contractual period of October 1, 2017 through September 30, 2018, the annual maximum Base Amount payable by COUNTY for services rendered by CONTRACTOR, and expense incurred, is Three Million, Six Hundred Seventy-Nine Thousand, One Hundred Seventy-Six Dollars (\$3,679,176) or Three Hundred Six Thousand, Five Hundred Ninety-Eight Dollars (\$306,598) per month.
4. For the contractual period of October 1, 2018 through September 30, 2018, the annual maximum Base Amount payable by COUNTY for services rendered by CONTRACTOR, and expense incurred, is Three Million, Seven Hundred Eighty-Nine Thousand, Nine Hundred Nineteen Dollars (\$3,789,919) or Three Hundred Fifteen Thousand, Eight Hundred Twenty-Seven Dollars (\$315,827) per month.
5. For the contractual period of October 1, 2019 through September 30, 2020, the annual maximum Base Amount payable by COUNTY for services rendered by CONTRACTOR, and expenses incurred, is Three Million, Nine Hundred Three Thousand, Six Hundred Seventeen Dollars (\$3,903,617), or Three Hundred Twenty Five Thousand, Three Hundred Two Dollars (\$325,302) per month. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such annual maximum dollar base amount.
6. The Base Amount will be adjusted annually on the anniversary of the initial contract term by an annual price adjustment based on the percentage change in the annual Consumer Price Index (CPI), for all Urban Consumers, Western Urban Region, Medical Care as determined on the last day of February of the current year.

B. Per Diems.

In addition to the Base Amount, a Per Diem charge of \$5.11 per inmate per day will be imposed when the combined average daily inmate population (ADIP) at HCCF exceeds 444

inmates. Per Diem payments, if any, will be billed separately by CONTRACTOR on a quarterly basis as of March 31st, June 30th, September 30th and December 31st determined by the three (3) previous months' average ADIP.

C. Reimbursement for Medication Assisted Treatment Grant through Health Management Associates, Inc.

For the period of January 1, 2020 through September 30, 2020, COUNTY shall, through DHHS – Behavioral Health, reimburse CONTRACTOR for services rendered and invoiced for, related to the Medication Assisted Therapy (MAT) grant, funded by Health Management Associates, Inc. Reimbursement shall be at the rate of forty seven (\$47.00) per hour of Registered Nurse time. The maximum hours reimbursable is not to exceed one hundred twenty (120) hours per month for nine (9) months total, or one thousand eighty hours (1,080). The maximum payable amount related to the MAT grant shall not exceed Fifty Thousand Seven Hundred Sixty Dollars (\$50,760.00). No other expenses incurred related to this grant shall be reimbursable without joint communication and approval, in writing, by COUNTY and CONTRACTOR to Health Management Associates, Inc.

EXHIBIT C

HUMBOLDT COUNTY MINIMUM STAFFING LEVELS

CONTRACTOR shall staff the FACILITIES with medical and dental professionals commensurate with their job duties at the full time equivalent level and classification as required for CONTRACTOR to fulfill their responsibilities under this Agreement. CONTRACTOR's staffing pattern shall comply with Title 15 of the California Code of Regulations. At a minimum, CONTRACTOR must provide staffing as follows:

HUMBOLDT COUNTY, CA STAFFING PATTERN

ADIP 444

January 1, 2020

POSITION	S	M	T	W	T	F	S	HRS	FTE	FAC	
Health and Services Administrator		8-4	8-4	8-4	8-4	8-4		40	1	All	
P.A./F.N.P.		8-4	8-4	8-4	8-4	8-4		40	1	All	
R.N. Prebook	6-6	6-6	6-6	6-6	6-6	6-6	6-6	84	2.1	Jail	
R.N. Upstairs	6-6	6-6	6-6	6-6	6-6	6-6	6-6	84	2.1	Jail	
R.N. Charge Nurse		8-4	8-4	8-4	8-4	8-4		40	1	All	
Pill Pass L.V.N.	a.m.						a.m.	4	0.1	JH/NCRF	
Clerk		8-4	8-4	8-4	8-4	8-4		40	1	All	
R.N. Upstairs	6-6	6-6	6-6	6-6	6-6	6-6	6-6	84	2.1	Jail	
R.N. Prebook	6-6	6-6	6-6	6-6	6-6	6-6	6-6	84	2.1	Jail	
L.V.N.	4-12	4-12	4-12	4-12	4-12	4-12	4-12	56	1.4	Jail	
Pill Pass L.V.N.	p.m.	p.m.	p.m.	p.m.	p.m.	p.m.	p.m.	14	0.35	JH/NCRF	
L.V.N.	12-8	12-8	12-8	12-8	12-8	12-8	12-8	56	1.4	Jail	
L.V.N.	12-8	12-8	12-8	12-8	12-8	12-8	12-8	56	1.4	Jail	
R.N.		8-2	8-2	8-2	8-4	8-2		32	0.8	Juvenile Hall	
R.N.	8 hours per week								8	0.2	NCRF
Medical Director Physician	8 hours per week To Be Determined								8	0.2	All
Dentist	8 hours per week To Be Determined								8	0.2	Jail
Dental Assistant	8 hours per week To Be Determined								8	0.2	Jail
Medical On-Call	24 hours a day, 7 days a week										All

NOTE: Physician hours may be substituted for FNP/PA hours on a one for two basis and must be provided in the facilities

Days	6-6, 8-4, 8-2
Evenings	6-6, 4-12
Nights	12-8

Total Number Of Hours 746

PA = Physician Assistant

HCCF = Humboldt County Correctional Facility

FNP = Family Nurse Practitioner

JH = Humboldt County Juvenile Hall

L.V.N. = License Vocational Nurse

RF = Northern California Regional Facility

R.N. = Registered Nurse

MEDICATION ASSISTED TREATMENT GRANT STAFFING:

For the period of January 1, 2020 through September 30, 2020:

Services as detailed in EXHIBIT A related to the “Expanding Access to MAT in County Criminal Justice Setting” grant between DHHS – Behavioral Health and Health Management Associates, Inc. that are responsibility of R.N.’s provided by CONTRACTOR are not included in the above staffing chart, but are in addition to the above staffing chart. R.N. time dedicated to and invoiced for MAT grant activities shall not exceed one hundred twenty (120) hours a month for the nine (9) month period, or no more than one thousand eighty (1,080) hours for the duration of the grant term.

EXHIBIT D

PENALTIES FOR FAILURE TO COMPLY WITH MINIMUM STAFFING LEVELS

In the event CONTRACTOR fails to maintain staffing at the minimum levels outlined in Exhibit C of this Agreement, and to the extent the vacancies exist or positions are filled with unqualified staff for more than three (3) days, a penalty shall be imposed. CONTRACTOR shall be assessed a penalty in an amount equal to the prevailing daily rate for each position that is vacant or filled with unqualified staff. Penalties shall continue to accrue daily for each position that remains vacant or filled with unqualified staff. Positions subject to the penalty assessment include:

Medical Program Manager
Family Nurse Practitioner
Physician Assistant
Registered Nurse
Licensed Vocational Nurse
Medical Director/Physician
Dentist
Dental Assistant

CONTRACTOR shall notify the COUNTY within eight (8) hours if any such vacancy exists or positions are filled with unqualified staff for more than three (3) days.

After determining penalty assessments, COUNTY will deduct this amount from the next payment due to CONTRACTOR.

Penalties as detailed above do not apply to staffing hours provided by CONTRACTOR staff for the "Expanding Access to MAT in County Criminal Justice Setting" grant as detailed in Exhibits A, B and C.