



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-9

For the meeting of: June 14, 2016

Date: May 12, 2016

To: Board of Supervisors

From: Connie Beck, Director *S Buckley*  
Department of Health and Human Services – Public Health

Subject: Eighth Amendment to the California Forensic Medical Group (CFMG) Agreement for Provision of Jail Medical Services for July 1, 2016 to September 30, 2016.

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves the Eighth Amendment to the Professional Services Agreement with CFMG;
2. Authorizes the Chair of the Board to sign three (3) originals of the Eighth Amendment; and
3. Directs the Clerk of the Board to return two (2) executed originals of the Eight Amendment to the Department of Health and Human Services (DHHS) Contract Unit for transmittal to DHHS- Public Health.

SOURCE OF FUNDING:

County General Fund

DISCUSSION:

The California Penal Code and the California Code of Regulations Title 15 – Minimum Standards for Local Detention Facilities mandate the County provide for emergency and basic medical services to all inmates and minors held in County detention facilities. Since 2002, the County has provided these services through a professional services agreement with CFMG. The agreement originally approved by your Board on June

Prepared by Bill Linn, HPP Coordinator

CAO Approval *[Signature]*

REVIEW:

Auditor *MSM* County Counsel *dm* Human Resources *KW* Other \_\_\_\_\_

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. C-24;C-7; C15; C-10; C-15; C-8; C-10

Meeting of: 6/25/2002; 6/17/2003; 6/22/2004; 6/7/2005; 6/13/2006; 6/19/2007; 6/15/2010 ; 6/16/2015

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Fennell* Seconded by Supervisor *Sundberg*

Ayes *Sundberg, Fennell, Lovelace, Bohn*

Nays \_\_\_\_\_

Abstain \_\_\_\_\_

Absent *Bass*

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *June 14, 2016*

By: *[Signature]*  
Kathy Hayes, Clerk of the Board

25, 2002 has since been amended by your Board seven (7) times over the past fourteen (14) years, in 2003, 2004, 2005, 2006, 2007, 2010 and 2015. The current contract extension ends on June 30, 2016. The eighth amendment before your Board extends the contract term for three months, through September 30, 2016.

Through a collaborative effort between CFMG, Humboldt County Sheriff, Humboldt County Probation, Humboldt County Juvenile Hall, and Department of Health and Human Services Mental Health, Social Services and Public Health divisions, systems have been developed to address medical and mental health needs of inmates and minors, as well as ensuring that treatment plans address an individual's needs after release by providing that medically indicated medications are available for those who are released from custody.

The county has contracted for CFMG services since 2002 with subsequent amendments. In 2016, the decision was made by the associated county departments to execute a new Agreement with CFMG to update and clarify the contractual language (which has not changed substantially over the years through the seven amendments), as well as to increase the staffing levels and services provided by CFMG to ensure that the county remains compliant with any and all applicable laws and regulations regarding the provision of medical services in the county's detention facilities. The parties are currently negotiating the terms of the new agreement and require additional time to identify appropriate funding sources, to address specific areas that may require additional services or staffing, and to discuss any program changes that will enhance the county's ability to provide adequate healthcare to individuals in the county's detention facilities. Therefore, the eighth amendment before your Board today would extend the Agreement until and through September 30, 2016 so that the parties may complete their contract negotiations.

The agreement before your Board today contains a provision for an annual price adjustment based on the percentage of annual change in Medical Consumer Price Index (CPI), San Francisco/Oakland Area which has been established at 3.71% for fiscal year 2016-2017. This amount is for current service levels being performed by CFMG and does not take into consideration any enhanced services still being negotiated.

FINANCIAL IMPACT:

Funding of jail medical services resides in Fund 1100, Budget Unit 490, Inmate/Indigent Medical Services and has been accounted for in the proposed county budget for fiscal year 2016-17. The annual cost of this agreement for the first ninety (90) days of fiscal year 2016-17 is \$727,021.56 or \$242,340.52 monthly. This amendment is fully funded through the County General Fund.

This agreement supports your Board's Strategic Framework by creating opportunities for improved safety and health while enforcing laws and regulations to protect residents.

OTHER AGENCY INVOLVEMENT:

California Forensics Medical Group

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board could choose not to approve this Amendment with CFMG; however, this is not recommended. The county is mandated to provide emergency and basic medical services to all inmates incarcerated in county detention facilities, and the lack of contracted medical care for the county's correctional facilities would place the county at risk of noncompliance with California Penal Code and the California Code of Regulations Title 15 – Minimum Standards for Local Detention Facilities.

ATTACHMENTS:

1. Eighth Amendment to CFMG Contract. Three (3) originals.
2. Copy of CFMG Professional Service Agreement and attachments executed on June 25, 2002

3. Copy of the First Amendment executed on June 17, 2003
4. Copy of the Second Amendment executed on June 22, 2004
5. Copy of the Third Amendment executed on June 7, 2005
6. Copy of the Fourth Amendment executed on June 13, 2006
7. Copy of the Fifth Amendment executed on June 19, 2007
8. Copy of the Sixth Amendment executed on June 15, 2010
9. Copy of the Seventh Amendment executed on June 16, 2015
10. Certificates of Insurance

**EIGHTH AMENDMENT**  
**PROFESSIONAL SERVICES AGREEMENT**  
**BY AND BETWEEN**  
**COUNTY OF HUMBOLDT**  
**AND**  
**CALIFORNIA FORENSIC MEDICAL GROUP**

This, the Eighth Amendment to that certain Agreement dated June 25, 2002 by and between California Medical Forensic Medical Group, a corporation ("CFMG" or "CONTRACTOR"), and County of Humboldt, a political subdivision of the State of California ("COUNTY"), is entered into this 14th day of June, 2016.

WHEREAS, COUNTY, through its Department of Health and Human Services – Public Health, desired to purchase the professional, medical, dental, and similar health care services and related administrative services for COUNTY's correctional facilities;

WHEREAS, COUNTY previously entered into an agreement with CONTRACTOR to provide said services on June 25, 2002; and

WHEREAS, COUNTY subsequently executed written amendments to modify certain provisions of the June 25, 2002 agreement on June 17, 2003 (the First Amendment), June 22, 2004 (the Second Amendment), June 7, 2005 (the Third Amendment), June 13, 2006 (the Fourth Amendment), June 19, 2007 (the Fifth Amendment), June 15, 2010 (the Sixth Amendment); and June 16, 2015 (the Seventh Amendment); and

WHEREAS, the parties now desire to amend certain provisions of their June 25, 2002 agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. Section 2 of the Agreement dated June 25, 2002, is hereby amended to read as follows:

The effective date of this Agreement is July 1, 2002, and the term will be extended to continue through September, 2016. CONTRACTOR will supply the total services, described elsewhere, for the entire term of the Agreement which will now end September 30, 2016.

2. Section 24. a) of the Agreement dated June 25, 2002, is hereby amended to read as follows:

In consideration for the services provided at Humboldt County Correctional Facility (HCCF), Juvenile Hall (JH), and Northern California Regional Facility (NCRF), and described herein, COUNTY shall pay CONTRACTOR the base

amount of \$727,021.56 for the period of July 1, 2016 to September 30, 2016.  
The monthly payment shall be \$242,340.52.

Except as modified herein, the Agreement entered into June 25, 2002 and the First Amendment entered into June 17, 2003, and the Second Amendment entered into June 22, 2004, and the Third Amendment entered into June 7, 2005, and the Fourth Amendment entered into June 13, 2006, and the Fifth Amendment entered into June 19, 2007, and the Sixth Amendment entered into June 15, 2010, and the Seventh Amendment entered into June 16, 2015 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this amendment as of the date and year above written.

**COUNTY OF HUMBOLDT**

  
Chair, Board of Supervisors of Humboldt County, California

**CALIFORNIA FORENSIC MEDICAL GROUP:**

  
Name

  
Name

  
Title

  
Title

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

**ATTEST:**

KATHY HAYES  
Clerk of the Board of Supervisors of the County of Humboldt, State of California

By:  Deputy

APPROVED AS TO INSURANCE

  
Risk Manager

HUMBOLDT COUNTY INMATE MEDICAL SERVICES CONTRACT

This Agreement is made and entered into as of the 25th day of June 2002, by and between the County of Humboldt (hereinafter known as "County") and CFMG (hereinafter known as "CONTRACTOR") for the provision of medical services to inmates in the custody of the Humboldt County Sheriff's Office and the Humboldt County Probation Department (hereinafter known collectively as "HCSO"), with reference to these facts:

1. The County desires to purchase the professional, medical, dental, and similar health care services and related administrative services, of CONTRACTOR for those purposes and duties hereinafter enumerated below; and
2. CONTRACTOR is willing to provide such services on a regular basis under the terms and conditions hereinafter set forth.

In consideration of the promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. CORPORATE ENTITY

CONTRACTOR warrants that it is a corporation licensed to do business in the State of California.

2. TERM

The effective date of this Agreement is July 1, 2002, and the term of this Agreement begins then and continues for three years. CONTRACTOR will supply the total services, described elsewhere, for the entire term of the Agreement which ends on June 30, 2005.

3. LICENSES AND SERVICES

- a) CONTRACTOR shall obtain all licenses necessary to render medical and health services, including all necessary licenses for each staff member, within the hereinafter defined Facilities prior to the effective date of this Agreement. Where CONTRACTOR cannot obtain professional or operating licenses prior to the effective date of this Agreement because it lacks standing as a direct provider, such licenses will be obtained as quickly as possible or within the timeframes permitted by law or regulation, whichever is sooner. All licenses necessary for CONTRACTOR to render medical and health services within the hereinafter defined Facilities shall be maintained throughout the term of this Agreement. If any such license is either not obtained or is revoked or not renewed for any reason, except for reasons caused by the County, CONTRACTOR shall notify the County immediately. Such failure to obtain proper licensing or failure to renew any said license may be grounds for termination of this Agreement.

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b) The term "services" or "medical services" used herein means all services listed on Attachment A to this Agreement, which Attachment is incorporated herein by reference. Contractor will not provide psychiatric and psychological services inside or outside the facilities. Rather, the County shall be responsible for the provision and payment of all such psychiatric and psychological services.

**4. LOCATION OF FACILITIES/SERVICES**

The County operates the Humboldt County Correctional Facility (HCCF), the Juvenile Hall (JH), and the Northern California Treatment Facility (NCTF) hereinafter collectively called "Facilities", all of which are detention facilities. Services to be provided by CONTRACTOR will be provided at these Facilities.

**5. TRANSITION**

The parties shall cooperate on the transfer of the responsibilities from CONTRACTOR to the County or a subsequent provider at the termination of this Agreement.

**6. CONTRACTOR RESPONSIBILITIES FOR INMATES AND SERVICES**

a) CONTRACTOR will provide all services listed in Attachment A and becomes responsible for the medical care of an inmate when the inmate is medically cleared and physically booked into any of the Facilities. Custody is defined, for the purposes of this Agreement, as direct physical control of an inmate by personnel employed by the HCSO after said inmate has been accepted for booking into either of the Facilities. Inmates in custody for whom CONTRACTOR is medically responsible include those at either of the Facilities, under HCSO guard and/or jurisdiction in an outside hospital, and those being transported by HCSO personnel. CONTRACTOR is not responsible for inmates as provided in Paragraph 9, except, however, CONTRACTOR shall provide physical examinations for inmates applying for acceptance into the Sheriff's Work Alternative Program (SWAP) and Juveniles Assigned Work Service (JAWS) Program. CONTRACTOR will also provide pre-placement physical exams for juveniles being placed in all outside programs if such examination is required. Additionally, CONTRACTOR shall collect all blood, saliva, urine and breath samples from all persons in custody, subject to CMA applicable standards identified hereafter, excluding evidence gathering for alcohol/drug offenses.

b) It is understood and agreed that 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.

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- c) Any new medical programs 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. Should a decision be made to increase the scope of this Agreement, the County and CONTRACTOR shall mutually agree to an adjustment in the cost of this Agreement, if any, to be paid by the County to CONTRACTOR. However, CONTRACTOR shall bear all of the non-capital costs of any new program(s) required to be implemented by CONTRACTOR to comply with the provisions of subparagraph 6 d) below, and the County shall bear any applicable capital costs. CONTRACTOR shall also provide a training program for correctional personnel.
- d) CONTRACTOR shall comply with the standards developed by the California Medical Association (CMA) relating to health services in correctional institutions and will also comply with all applicable laws including the provisions of the California Code of Regulations, Title 15, Article 10, and the California Board of Registered Nursing Licensure Scope of Practice relating to medical services in correctional institutions in the State of California, as the same now are or as they may be during the term of this Agreement.

**7. JAIL SECURITY**

- a) CONTRACTOR shall have no responsibility for the physical security of the Facilities, or for the continuing custody of the inmates, which shall be the responsibility of County personnel. All CONTRACTOR staff shall, however, observe all applicable HCSO policies and procedures concerning the operation of the Facilities. If any recommendation of CONTRACTOR for health service for any individual inmate or group of inmates, including but not limited to transfers to health care facilities, should not be carried out by HCSO for any reason, CONTRACTOR shall thereby be released from all responsibility for any harm or damage to that individual or group resulting from the failure to comply with the recommendation.
- b) The HCSO agrees not to confine any person in any hospital or sick bay for disciplinary reasons, whenever sick bay is required for medical use.

**8. COUNTY HEALTH FACILITIES**

When it is necessary to render medical services outside the Facilities, CONTRACTOR will exert its best efforts to use County-operated health facilities in cases where that facility offers competitively priced services required by CONTRACTOR, unless an emergency requires the use of a non-County operated health facility, or unless the service is not offered.



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9. INMATES OUTSIDE THE FACILITIES

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 Facilities and inmates under guard and/or HCSO jurisdiction in outside hospitals. Such inmates shall be included in the daily population count.

Inmates on any sort of "temporary release" including, but not limited to, inmates temporarily released for the purpose of attending funeral or similar family emergencies; inmates on escape status; and inmates assigned to the home detention portion of the Work Furlough Program, will not be included in the daily population count and shall not be the responsibility of CONTRACTOR with respect to the payment or furnishing of health care services.

Inmates who become ill or injured while on "temporary release" and who receive treatment outside the Facilities will not be the financial responsibility of CONTRACTOR with respect to the costs of services provided by others (including County facilities) relating to that particular illness or injury. The costs incurred by CONTRACTOR for providing services for such inmates in the Facilities upon return to custody are the financial responsibility of CONTRACTOR. Other illnesses and injuries for such inmates upon return to custody shall be the financial responsibility of CONTRACTOR.

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 the furnishing or payment of health care services.

10. CMA ACCREDITATION

CONTRACTOR shall obtain California Medical Association (CMA) accreditation by July 1, 2003 for both 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 CMA to be paid in connection with obtaining accreditation shall be paid by CONTRACTOR.

With respect to each Facility, CONTRACTOR shall comply with all applicable CMA standards 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 either Facility fails to receive accreditation within one year because of CONTRACTOR'S failure to comply with CMA 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 30 days after the receipt of notice by the County. For each subsequent month past one year, the penalty per month shall be \$600 per month, due and payable within 30 days of notification.

The financial penalties set forth above shall not be imposed for any delays beyond the control

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of CONTRACTOR, or for any failure to receive accreditation which is beyond the control of CONTRACTOR.

**11. MEDICAL AND CONFINEMENT RECORDS**

- a) Existing medical records and medical records prepared by CONTRACTOR shall be the property of County. CONTRACTOR shall be the custodian of records and shall be responsible for their care, custody and control. The County shall have reasonable access to medical records during the term of this Agreement except that CONTRACTOR and the County shall maintain the confidentiality of all such records as required by law and accreditation standards.
- b) To ensure confidentiality of medical records provided to the County, only person(s) specifically identified in writing by the Health Officer as having access privileges will be provided with access to the medical records. Unless CONTRACTOR is notified to the contrary, this person shall be the Health Officer. CONTRACTOR shall not be responsible for actions of the Health Officer or other County personnel who breach any such confidentiality.
- c) At the termination of the Agreement, the medical records shall remain the property of the County and custody, care and control shall be transferred to County. CONTRACTOR shall have reasonable access to the medical records after the termination of this Agreement in order to prepare for litigation or anticipated litigation brought in connection with the services rendered by CONTRACTOR pursuant to this Agreement.
- d) The HCSO and the County shall allow CONTRACTOR personnel access to inmate confinement records or other data only on a need-to-know basis. CONTRACTOR personnel shall honor HCSO rules and/or establish procedures for safeguarding the confidentiality of such records or data.

**12. CONTRACTOR TO SUBMIT REPORTS TO THE COUNTY: LIAISON: MONITOR**

- a) A monthly statistical report prepared in a format prescribed by the Health Administrator or designee which includes health care activities, occurring both inside and out of 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 staffing levels in Attachment B.

An annual report summarizing health care activity, health and utilization trends, and any recommendations for improved services.

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CONTRACTOR must utilize the medical component of the CMS+ computer management system and cooperate with the Sheriff in the implementation of a program to bill inmates for medical care when appropriate.

- b) CONTRACTOR shall confer regularly with the designated representatives of the 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.
- c) The designated County representatives for liaison with CONTRACTOR shall be the Health Officer and the Contract Monitor as set forth below.
- d) The Health Department shall select a Contract Monitor who shall be responsible for monitoring compliance with all provisions of this Agreement. CONTRACTOR shall make available upon request all records reasonably required by the County to verify services delivery compliance with this Agreement. Such records will be made available within a maximum of five (5) working days of said request when the records are maintained on site at the Facilities and within a maximum of fifteen (15) working days when they are maintained off site.
- e) The penalties authorized herein are limited to the following situations:
  1. 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 calendar month period, penalty of \$20 per inmate who was not successfully assessed, except when beyond the control of CONTRACTOR.
  2. 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 \$150 per normal sick call day.
  3. Where CONTRACTOR fails to conduct regularly scheduled medication administration rounds (for medications prescribed by a licensed physician or dentist under contract to CONTRACTOR) to the general inmate population covered by this Agreement, the penalty of \$150 per missed round.

13. STAFFING

CONTRACTOR agrees to maintain the staffing pattern as specifically described in Attachment B and hereby incorporated as part of this Agreement. CONTRACTOR assures that said staffing pattern will be maintained at all times. Any position staffed with an unqualified person or

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continuously not filled for a three (3) day period is subject to monthly payment reduction as set forth in Attachment C.

**14. EQUAL EMPLOYMENT OPPORTUNITY**

**CONTRACTOR** agrees to comply with all Federal and State civil rights laws and agrees as follows:

- a) **CONTRACTOR** shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, disability, political affiliation, Vietnam era veterans status, sex, age, marital status, national origin or sexual orientation. **CONTRACTOR** will take affirmative actions to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, religion, disability, political affiliation, Vietnam era veterans status, sex, age, marital status or national origin. Such action shall include, but not be limited to the following: employment; upgrading; demotion; transfers; promotion; recruitment or recruitment advertising; lay-off or termination; rates of pay or forms of compensation; and selection for training, including apprenticeship.
- b) **CONTRACTOR** shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, disability, political affiliation, Vietnam era veterans status, sex, age, marital status or national origin. Nor shall **CONTRACTOR** discriminate against the handicapped.
- c) Hourly rates shall be comparable to those paid for employment in similar positions, working under similar conditions in this area and shall be based on surveys conducted by **CONTRACTOR**. This provision shall also include subcontract personnel.

**15. PERSONNEL**

- a) The County reserves the right to prior approval of all personnel who work in the facilities either as an employee of **CONTRACTOR** or under contract or subcontract with **CONTRACTOR**.

**CONTRACTOR**'s facility employees will be subject to and pass a background investigation performed by the Sheriff's Department prior to employment, at no cost to **CONTRACTOR**. At the discretion of the Sheriff, and consistent with Federal and State law, a polygraph test may be required. Sheriff agrees to process and complete a temporary background pass within one (1) week of receiving the completed forms.

The County reserves the right to deny any access to the facility by any employee of the **CONTRACTOR** who does not meet established security clearances or obey established rules and regulations.

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- b) CONTRACTOR shall recruit and interview only candidates who have provided documentation of past health care experience and letters of recommendation. Each candidate will be interviewed by CONTRACTOR with special focus on technical expertise, emotional stability and motivation.
- c) CONTRACTOR shall engage only California licensed and qualified personnel to provide professional medical care coverage at the HCCF, JH, and the NCTF.
- d) Copies of licenses and/or records of certification for all medical personnel are to be furnished to the County Health Officer who will audit for continuing valid licensing.
- e) There will be a designated liaison person in the absence of the Medical Director.
- f) CONTRACTOR will be responsible for time and attendance accountability of medical personnel and provide appropriate records to the County. If CONTRACTOR does not provide adequate and qualified staff members at the staffing levels established hereunder, CONTRACTOR shall be subject to a daily penalty as shown in Attachment C for each position which is under-staffed or staffed with an unqualified person.
- g) It is essential that continuing education programs be provided to the professional staff.
- h) The CONTRACTOR's employees must attend orientation classes and training as conducted by the Contracting agency. This is done to acquaint all personnel with the various services provided in the detention facilities; to increase awareness of the primary function—that of security and safety of the inmates and staff.
- i) The medical director is expected to examine all patients referred to them. However a portion of his/her time shall be spent teaching (medical/administrative), working with mid-level practitioners, medication and chart review, establishing new and refining existing policies and procedures.
- j) CONTRACTOR shall offer to hire and shall retain, subject to good behavior and normal, satisfactory performance of assigned duties, qualified health care employees, currently working in the facility, who are displaced as a result of contracting out the facilities' inmate health care services.
- k) In recognition of the sensitive nature of correctional institutions, the CONTRACTOR shall agree that in the event the County, at its discretion, is dissatisfied with any of the personnel provided under the contract, and if the problem can not be resolved to the satisfaction of the County, CONTRACTOR shall remove the individual about which dissatisfaction has been expressed and cover with part-time physicians or other appropriate personnel until an approved replacement can be found. The County agrees to allow CONTRACTOR a reasonable amount of time to find a suitable replacement.

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D) The CONTRACTOR's employees must safeguard all property of the County. Medical equipment is to be used only by those trained and qualified in its use and the CONTRACTOR will be held responsible for damage to or loss of equipment resulting from acts or omissions of CONTRACTOR's employees.

16. **COUNTY TO PROVIDE OFFICE SPACE**

a) The County shall provide, at its expense, in the Facilities, suitable office, sick bay and medical space for staff employed by CONTRACTOR. CONTRACTOR agrees that it has reviewed the proposed office space arrangements including plans and finds them acceptable. The County shall also provide all necessary utilities, including telephone services except CONTRACTOR shall be responsible for all long distance toll costs, and any additional lines and instrument costs.

17. **TRANSPORTATION**

The County shall provide and pay for routine transportation of inmates between prisons, between a prison and any medical facility within the State and between medical facilities, as CONTRACTOR may deem necessary and appropriate for the medical care of the inmates. Ambulance services will provide emergency medical transportation, when deemed necessary by CONTRACTOR, and shall be paid for by CONTRACTOR. The HCSO will be responsible for security for all routine and medical emergency transportation.

18. **FOOD, LINEN AND OTHER SERVICES**

The County shall provide and pay for all food items and services to inmates housed in the Facilities. CONTRACTOR shall be responsible for arranging and paying for the disposal of all contaminated medical wastes.

19. **EQUIPMENT**

CONTRACTOR shall be responsible for purchasing all medical tools, instruments, supplies and equipment in either facility. Within 60 days of execution of the agreement, CONTRACTOR will equip both facilities to provide routine services within the facilities. Standard office equipment, e.g., desk, file cabinet, chairs, beds, etc., shall be provided by the County subject to request from CONTRACTOR and approval by the County.

20. **EQUIPMENT SECURITY**

CONTRACTOR hereby agrees to be responsible for any direct loss or damage to property or equipment of the County that is caused by CONTRACTOR staff. In like manner, County hereby

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agrees to be responsible for any direct loss or damage to property or equipment of CONTRACTOR that is caused by County employees or inmates.

21. **SUB-CONTRACTS**

In complying with this Agreement, CONTRACTOR shall be permitted, subject to the requirements of paragraph 26, to enter into sub-contracts for the health care delivery program as CONTRACTOR deems necessary with the prior approval of the County. CONTRACTOR shall notify the County 30 days prior to entry into all sub-contracts for health care delivery programs. The County shall have the right of subsequent approval for such sub-contractors.

CONTRACTOR shall require all sub-contractors to provide evidence of insurance coverage, if self-insured, or a Certificate of Insurance. Evidence of such coverage or insurance shall be provided to the County prior to the effective date of any subcontract.

22. **THIRD PARTY BENEFICIARIES**

The parties do not enter into this Agreement for the benefit of any person other than the parties to this Agreement, except that all inmates in the Facilities shall be provided health services as described herein.

23. **PUBLICATION**

CONTRACTOR shall not publish any findings based on data obtained from the operation of this Agreement without the prior consent of the County, whose written consent shall not be unreasonably withheld.

24. **PAYMENTS TO CONTRACTOR**

- a) In consideration for the services provided at HCCF, JH and WCTP and described herein, County shall pay CONTRACTOR the base amount of \$1,337,259 for the period of July 1, 2002 to June 30, 2003.
- b) In addition, a per diem charge of \$2.12 per inmate per day when the combined average daily inmate population (ADIP) exceeds 415 inmates. Per Diem payments, if any, will be billed separately by CONTRACTOR on a quarterly basis, determined by the 3 monthly averages of the ADIP at the HCCF, JH and NCTF.
- c) Annual price adjustments will be made to the base monthly price, and per diem on the anniversary date of the contract, by the average of the percentage increase of the medical index of the CPI (all urban consumers/San Francisco, Oakland Region) for the period of February to February of that year.

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d) In the event that health services provided to inmates of the facilities are covered by third-party payments, e.g., Worker's Compensation, Medi-Cal, no-fault insurance, Medicare, private health insurance, etc., CONTRACTOR shall bill these services in the same manner as if they were provided by a private physician or health service. For each Agreement year, CONTRACTOR shall, as an offset to its costs, retain fifty (50%) of all payments it receives from third-party payers. CONTRACTOR shall not be entitled to claim reimbursement from County programs including CMSP, County Worker's Compensation and County employee health insurance.

e) Medical care rendered within the Facilities to inmates from other jurisdictions housed in the Facilities pursuant to contracts between the County and other jurisdictions shall be the financial responsibility of CONTRACTOR. Medical care that cannot be rendered in the Facilities will be provided by CONTRACTOR but may be billed to the other jurisdictions as a third-party payee. Said reimbursements from other jurisdictions shall be retained by CONTRACTOR and are specifically excluded from the amounts to be credited to the County in Paragraph 24 e) above.

#### 25. PAYMENT LIMITATIONS ON CATASTROPHIC ACCIDENT OR ILLNESS

CONTRACTOR shall not be responsible for any costs above \$15,000 per inmate medical/surgical inpatient catastrophic episode. When CONTRACTOR applies for reimbursement of these costs as defined herein, CONTRACTOR must provide complete documentation of all costs incurred, may request reimbursement for only actual out-of-pocket costs incurred, and shall be responsible for the payment of all providers and suppliers relating to the reimbursement.

As to inmates diagnosed and being treated for AIDS, the catastrophic limits set forth shall apply. However, CONTRACTOR will be responsible for on site treatment for inmates inside the facility(s). For such inmates, medications such as AZT will continue to be provided, where possible, under an existing arrangement between the County and the State of California. County agrees to use its best efforts to continue the use of such non-Contractor sources for such treatments and medications.

#### 26. INSURANCE REQUIREMENTS

THIS CONTRACT/AGREEMENT SHALL NOT BE EXECUTED BY COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurance, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.

Without limiting CONTRACTOR'S indemnification provided herein, CONTRACTOR shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to



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HUMBOLDT COUNTY/INMATE MEDICAL SERVICES CONTRACT

property which may arise from or in connection with the activities hereunder of CONTRACTOR, its agents, employees or subcontractors:

Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$5,000,000 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

- (1) The County, its officers, employees and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, agents, and employees.
- (2) The policy shall not be cancelled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to County by certified mail.
- (3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
- (4) For claims related to this project, the CONTRACTOR'S insurance is primary coverage to the County, and any insurance or self-insurance programs maintained by the County are excess to CONTRACTOR'S insurance and will not be called upon to contribute with it.
- (5) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to County, its officers, employees, and agents.

Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to County by certified mail.

Worker's Compensation and Employer's Liability insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.

## HUMBOLDT COUNTY INMATE MEDICAL SERVICES CONTRACT

D. Medical Malpractice Professional Liability insurance/errors and omission coverage in an amount no less than \$5,000,000 combined single limit (CSL) and \$5,000,000 in the general aggregate. If insurance is written on a claims-made basis, CONTRACTOR agrees to maintain such insurance in effect for at least three (3) years following completion of performance under this Agreement.

E. Contractor shall furnish County with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by County. The endorsements shall be on forms as approved by the County's Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by County. If CONTRACTOR does not keep all required policies in full force and effect, County may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost of said insurance. All coverages shall be with insurance carriers licensed and admitted to do business in California. All coverages shall be with insurance carriers acceptable to County.

27. HOLD HARMLESS CLAUSE

a) Pursuant to Government Code section 895.4, the parties to this Agreement shall indemnify, defend and hold harmless the other parties hereto and their officers, agents, and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which arise by the virtue of its own acts or omissions (either directly or through or by its officers, agents or employees) in connection with its duties and obligations under this Agreement and any amendments hereto.

b) Acceptance of insurance required by this Agreement does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor operations regardless if any insurance is applicable or not.

28. TERMINATION OF AGREEMENT

a) CONTRACTOR shall be required to give no less than 180 days written notice prior to termination. The County will retain the right to terminate without cause with 60 days written notice.

b) County may terminate this Agreement for cause at any time CONTRACTOR fails to satisfy all terms and conditions of this Agreement. County shall give CONTRACTOR thirty (30) days written notice of conditions endangering performance. If, after such notice, CONTRACTOR and County do not agree that the condition has been resolved, then County shall issue CONTRACTOR a written order to stop work immediately and to vacate the premises. Prior to termination for cause, CONTRACTOR will give the County 30 days written notice of intent to terminate.

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HUMBOLDT COUNTY/INMATE MEDICAL SERVICES CONTRACT

- c) Lack of Funds. Notwithstanding any other provisions of this Agreement, the county may terminate this Agreement without penalty by giving CONTRACTOR not less than forty-five (45) days written notice documenting that funding for the fulfillment of this Agreement is insufficient or not forthcoming through the failure of the County to appropriate such funding, or discontinuance or material alteration of the program under which funding is provided occurs.
- d) Bankruptcy. Should a petition in bankruptcy be filed with respect to CONTRACTOR, whether voluntary or involuntary, the same shall at County's option constitute cause for termination of this Agreement.

29. AUDIT PROVISIONS

CONTRACTOR shall maintain on a current basis complete records, including books of original entry, source documents supporting accounting transactions, eligibility and service records as may be applicable, a general ledger, personnel and payroll records, cancelled checks, and related documents and records to assure proper accounting of funds and performance of this Agreement in accordance with instructions provided and to be provided by County. Said instructions may include requirements as to the length of time such records are to be retained by CONTRACTOR. CONTRACTOR shall comply with all such reasonable instructions. Further CONTRACTOR will reasonably cooperate with County in the preparation of, and will furnish such information required for, reports to be prepared by County as may be required by the rules, regulations, or requirements of County or the State. To the extent permitted and/or required by law, CONTRACTOR will also permit access to books, accounts, or records (relative to this contract) to County or its designated representative for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract so long as such a need is specifically stated and the authority set forth. Such records shall be made available within a maximum of (5) five working days of County's request when records are maintained on-site at the facilities and within a maximum of (15) fifteen working days of County's request when records are maintained off site. CONTRACTOR waives no rights or protection otherwise available under law for confidentiality, privilege, or protection of trade, proprietary, or protected business information.

30. WARRANTY AGAINST CONTINGENT FEES

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage, or contingency except bonafide employees or agents paid by CONTRACTOR for the purpose of securing such Agreements.

31. ASSIGNMENT

CONTRACTOR shall give full attention to the faithful execution of the contract, and shall keep the contract under its control, and shall not by power of attorney or otherwise assign the contract to any other party except upon sale or transfer of the major assets of the company of which

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HUMBOLDT COUNTY INMATE MEDICAL SERVICES CONTRACT

County shall be given (90) days prior written notice, and as a result of which, County shall have right to cancel the contract.

32. NOTICES AND COMMUNICATIONS

All notices or other communications required or permitted to be given hereunder, of necessary or convenient in connection herewith, shall be in writing, and shall be deemed to have been duly given if mailed first class, postage prepaid, on the date posted - or if personally delivered, when delivered. In either case, such notices should be addressed as follows or to such other addresses as may be given in writing to the other party:

To the County: Humboldt County Sheriff  
Humboldt County Courthouse  
826 Fourth Street  
Eureka, CA 95501

and

Humboldt County Chief Probation Officer  
2002 Harrison Avenue  
Eureka, CA 95501

and

DHHS Public Health Branch Director  
529 "T" Street  
Eureka, CA 95501

and

County Administrator  
825 Fifth Street  
Eureka, CA 95501

To CONTRACTOR:

33. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify County immediately if it becomes a nuclear weapons contractor, as defined above. County may immediately terminate this agreement if it determines that the foregoing certification is false or if CONTRACTOR becomes a nuclear weapons contractor.

34. APPLICABLE LAW

This Agreement shall be governed in all respects by the laws of the State of California and any litigation with respect thereto shall be brought in the courts of the County of Humboldt, within the State of California.

HUMBOLDT COUNTY/INMATE MEDICAL SERVICES CONTRACT

35. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By signing this proposal CONTRACTOR certifies that it does not and will not employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986. CONTRACTOR will also certify by signature that it does and will adhere to Title III of the Civil Rights Act and Section 504 of the Rehabilitation Act of 1977.

36. COMPLIANCE WITH ALL LAWS

The CONTRACTOR agrees to comply with all local, state, and federal laws and regulations including but not limited to the Americans with Disabilities Act. The CONTRACTOR further agrees to comply with any applicable federal, state or local licensing standards, any applicable accrediting standards or criteria established locally or by the state or federal governments.

37. SEPARATE AND DISTINCT CONDITIONS

The terms and conditions of this Agreement are agreed to be distinct and separable. If any clause, term or condition shall be held to be illegal or void, such holding shall not affect the validity or legality of the remaining clauses, terms and conditions of this Agreement, which shall thereafter constitute the agreement of the parties. This Agreement shall be interpreted under the laws of the State of California.

38. FINAL AGREEMENT OF THE PARTIES

This writing constitutes the final expression of the agreement of the parties; it is intended as a complete and exclusive statement of the terms of their agreement; and it supersedes all prior and concurrent promises, representations, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof.

39. AMENDMENT TO THIS CONTRACT

The parties reserve the right to amend this Agreement upon mutual consent. Any amendment must be set forth in writing, signed by both parties.

40. PERFORMANCE BOND

The CONTRACTOR shall be required to submit a Performance Bond or Letter of Credit equivalent to 90 days of payment, made payable to the County of Humboldt. Performance Bond or Letter of Credit shall be adjusted annually to reflect the 90 days of payment cost for the corresponding fiscal year. Upon notification of award, the CONTRACTOR shall be required to submit the Performance Bond or Letter of Credit prior to execution and signing of the Contract. The company must be authorized to do business in California.

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**HUMBOLDT COUNTY INMATE MEDICAL SERVICES CONTRACT**

41. **AMERICANS WITH DISABILITIES ACT**

The CONTRACTOR agrees to comply with all local, state, and federal laws and regulations including but not limited to the Americans with Disabilities Act. The CONTRACTOR further agrees to comply with any applicable federal, state or local licensing standards, any applicable accrediting standards or criteria established locally or by the state or federal governments.

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HUMBOLDT COUNTY/INMATE MEDICAL SERVICES CONTRACT

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

COUNTY OF HUMBOLDT

By Bonnie Seely  
Chairperson of the Board of Supervisors

Dated: JUN 25 2002

Approved as to form:

[Signature]  
Tamara Falor, County Counsel

Dated:

Insurance certificates reviewed and approved:

[Signature]  
Kim Kerr, Risk Manager/Deputy CAO

CONTRACTOR (2 signatures required)

By Don Hestholt Title V.P. Finance  
By Clare Husted Title UP Operations/Recruit

Dated:

Approved as to form:

\_\_\_\_\_

I hereby certify under penalty of perjury that the Chairperson of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Humboldt by a majority vote of the Board on JUN 25 2002; and that a copy has been delivered to the Chairperson as provided by Government Code Section 25103.

Dated: JUN 25 2002

[Signature]  
LORA CANZONERI  
Clerk of the Board

**SCOPE OF WORK**

In the event that the CONTRACTOR's proposal results in a contract with County, it is understood that the County relies on the CONTRACTOR's professional ability, and such material inducement to enter into an agreement. It is understood that the CONTRACTOR will provide staffing as outlined in Attachment B at all times. Overall supervision of health care personnel assigned to the facilities will be provided by at least a registered nurse with a background that shall include health care administration and five years supervisory responsibility. The CONTRACTOR shall warrant that all work will be performed in compliance with generally accepted health care practices, and applicable standards of Title 15 of the California Code of Regulations relating to health care services in correctional institutions in the State of California, as from time to time amended and all applicable laws and regulations associated with health care services in correctional institutions in the State of California. It shall be understood that acceptance of the CONTRACTOR's work by County shall not operate as a waiver of release of the CONTRACTOR's obligations hereunder. If an inmate grieves, the HCCF, JH or NCTF on Medical or Dental services, the CONTRACTOR will go to court in support of the County.

The CONTRACTOR must demonstrate an ability and commitment to provide the following health care services:

- A. **Receiving Screening and Testing in Both Facilities:** A receiving/pre-booking screening and medical clearance questionnaire is to be completed initially by a HCCF Correctional Officer (CO) and JH Group Counselor (GC) on all detainees at the time of intake. Referrals will be made by the correctional staff to medical (minimum level of no less than LVN) and/or mental health personnel as provided by County Mental Health, as indicated for an immediate examination and assessment of the detainee's condition and a recommendation for action to be taken. The CONTRACTOR must develop with the correctional staff a protocol for this referral at intake. The CONTRACTOR must provide training to correctional staff to appropriately complete intake questionnaire.

After referral, recommendations by appropriately trained and qualified medical and/or mental health professionals on the disposition of the receiving screening exam and assessment may include:

1. Referral to an appropriate health care facility on an emergency basis;
2. Immediate on-site evaluation, treatment, follow-up and/or observation of condition;
3. Recommendation to custody personnel for special housing or handling;
4. Recommendation for placement in general population with



Humboldt County/Inmate Medical Services – Attachment A

medical and/or mental health follow-up as medically necessary;

5. PPD (Preferred Protein Derivative) tests shall be conducted on all intakes after a fourteen (14) day period, or as soon as possible if the inmate is to be a food service worker.

B. **Daily Triage of Complaints:** Health complaints from inmates must be processed daily as follows:

1. Qualified health trained personnel shall act upon all complaints with referrals to qualified health care personnel as required;

2. The responsible physician shall determine the appropriate triage mechanism to be utilized for specific categories of complaints. Screening of these complaints shall be made by the highest available level of attending professional staff.

C. **Sick Call:** On-site sick call shall be conducted by a physician a minimum of eight (8) hours a week at the HCCF with a minimum of three (3) hours a week (or more as needed) at the JH and NCTF. Sick call shall be conducted by appropriately trained, qualified and licensed health care professionals in conformance with required standards. If an inmate's custody status precludes attendance at a sick call session, arrangements must be made to provide sick call at the location of confinement.

D. **Hospitalization:** While the health care provider will endeavor to provide necessary treatment within the detention facilities, from time to time, hospitalization for illness or injury will be required. The CONTRACTOR, under such circumstances, shall make all medical care arrangements deemed appropriate in their sound professional judgement. The CONTRACTOR can negotiate with local facilities for cost containment.

Notification must be provided to security personnel in order to make necessary arrangements for transporting and guarding hospitalized patients. The CONTRACTOR shall be responsible for the arrangement and payment of all hospitalization costs.

E. **Specialty Services:** To support delivery of comprehensive health services, specialty consultations are occasionally necessary. The CONTRACTOR shall provide on-site specialty clinics when feasible to reduce the number of off-site referrals. The County does not want a licensed Correctional Treatment Center (CTC) or infirmary. The CONTRACTOR shall be responsible for the arrangements and payment of all specialty services.

F. **Emergency Services:** The CONTRACTOR shall make provisions for twenty

Humboldt County/Inmate Medical Services – Attachment A

four (24) hour emergency medical and mental health care including twenty four (24) hour on-call services and ambulance services when necessary. The CONTRACTOR shall be responsible for all cost associated with emergency services and transportation except those for security and routine transportation.

- G. **Ancillary Services:** Routine laboratory and X-ray procedures shall be performed on-site to the degree possible; a separate cost factor shall be provided in RFP. Procedures beyond the capabilities of the on-site equipment shall be referred to outside providers with due consideration given to efficient scheduling to avoid unnecessary transportation and security costs. The CONTRACTOR shall be responsible for all cost associated with out-patient ancillary services when an off-site health visit is necessary.
- H. **Annual Training:** The CONTRACTOR will develop and implement first aid and CPR certification in addition to ten (10) hour training program annually for correctional personnel and support staff addressing medical and mental health issues relevant to correctional medical care. The topic and scheduled presentation areas will be mutually agreed upon by the CONTRACTOR and Jail Division Commander or Director of Juvenile Detention Services. This training will be paid for by the CONTRACTOR.
- I. **Dental Care:** Dental care will be provided on-site at the County Jail. CONTRACTOR will be responsible for providing these services or arranging for provision of same. Dental care will be provided off-site for detainees of JH and NCTF. Dental care services will be for necessary maintenance and emergency services only.
- J. **Medical Records:** All inmates must have a current record that is maintained at all times and that complies with Title 15 medical record format and standards. These records shall accompany the inmate at all health encounters, and a copy will be forwarded to the appropriate facility at the event of transfer. The CONTRACTOR will also be responsible for the preparation and maintenance of records establishing the inmates' informed consent to treatment.
- All procedures concerning the confidentiality of the medical and psychiatric records must be followed. The CONTRACTOR will be responsible for releasing medical records as required by procedures and law. All records will remain the property of Humboldt County.
- K. **Pharmaceutical and Medical Supplies:** All prescription and non-prescription medication, medical supplies, books and periodicals will be the responsibility of the CONTRACTOR. The CONTRACTOR will be responsible for all costs with the exception of Mental Health pharmaceuticals ordered by County Mental Health staff.

Humboldt County/Inmate Medical Services – Attachment A

All medications must be ordered by the responsible physician and administered as scheduled by licensed health care personnel at the inmates housing locations (HCCF, JH, NCTF). Records of all medications administered must be maintained. Strict controls of pharmaceutical and medical supplies shall also be maintained.

- L. **Equipment:** The CONTRACTOR shall be responsible for purchasing all medical tools, instruments, supplies and equipment in either facility. Within 60 days of execution of the agreement, CONTRACTOR will equip both facilities to provide routine services within the facilities. Standard office equipment, e.g., desk, file cabinet, chairs, beds, etc., shall be provided by the County subject to request from the CONTRACTOR and approval by the County.
- M. **Drug and Alcohol:** Services include the following:
1. Alcohol and Drug detoxification under medical supervision.
  2. Coordination of services with County Alcohol and Drug staff or voluntary services.
- N. **Medical Waste Management:** CONTRACTOR shall be responsible for ensuring compliance with all standards and regulations regarding the storage and disposal of medical waste.
- O. **Physical Exams:** CONTRACTOR shall provide physical examinations for inmates applying for acceptance into the Sheriff's Work Alternative Program (SWAP) and Juvenile Assigned Work Service (JAWS) Program. CONTRACTOR will also provide pre-placement physical exams for juvenile inmates being placed in all outside residential programs if such examination is required.
- P. **Northern California Regional Facility**
1. Contractor's staff will conduct sick call and complete all intake health screenings five days per week, and all other services currently provided at the Juvenile Hall.
  2. Mental health services will provide for in custody psychotropic medication support services comprised of the following:
    - Contacting and scheduling informed consent discussion with parent or guardian.
    - Call in MD order at Pharmacy (Public Health or local provider)
    - Prepare and post medication logs for delivery of medication to minors.
    - Prepare and post Medication Alert instructions for custody staff to insure continuity of treatment.

Humboldt County/Inmate Medical Services - Attachment A

- Complete necessary charting and notes for health care records.

3. County will provide as available two to five hours per week of in-kind clerical support for registered nurse at Juvenile Hall and the Northern California Treatment Facility.

**GENERAL SPECIFICATION**

**A. Standards**

1. All health care services shall be provided in accordance with the standards prescribed or mandated by Title 15 of the California Code of Regulations, relating to health care services in the State of California, as from time to time amended, and to all applicable laws and regulations associated with health care services in correctional institutions in the State of California.
2. Documentation of licensing and accreditation for all hospitals and/or clinics utilized must be made available to the County upon request.
3. The CONTRACTOR shall obtain all licenses necessary to render health and medical services within both facilities.

**B. Administrative**

1. The CONTRACTOR's staff shall develop a plan, with review and approval of the County Health Department and Jail, Juvenile Hall and NCTF Administration, designing and implementing policies, procedures and protocol for the health care unit and medical staff, which shall become the property of the County.
2. The CONTRACTOR's staff shall comply with all departmental procedures applicable to the Jail, Juvenile Hall, and NCTF's system as determined by the Sheriff's Department and Probation respectively.
3. The CONTRACTOR shall be responsible for ensuring that its staff reports any problems and/or unusual incidents to the appropriate County official.
4. The CONTRACTOR shall ensure that the health care status (medical and dental) of committed persons admitted to outside hospitals and mental health facilities is reviewed to ensure that the duration of the hospitalization is no longer than medically necessary.
5. The CONTRACTOR shall ensure that its staff document all health care

Humboldt County/Inmate Medical Services -- Attachment A

contacts for inmates admitted to private hospitals in the committed person's health care record in the problem-oriented medical record format.

6. The CONTRACTOR shall be responsible for all medical cost from the time a detainee is accepted for processing (booking) and placed within the facilities.
7. In the event of an emergency, the CONTRACTOR shall provide and pay for all emergency care, emergency transportation, and referrals to appropriate hospitals and physicians.

**C. Quality Assurance/Action Program**

1. The CONTRACTOR shall provide in-service medical education programs for HCCF, JH, and NCTF staff and the CONTRACTOR's personnel, sufficient to meet the requirements for accreditation by the California Medical Association and Title 15 of the California Code of regulations. Topics should include, at a minimum: First Aid, CPR, inmate and staff suicide prevention, receiving pre-booking screening training.
2. The CONTRACTOR shall maintain personnel files in the health care unit on contractual personnel to contain current licenses or certification and Proof of Insurance, which will be made available to selected County Health and Sheriff officials upon request.
3. The CONTRACTOR shall institute a quality assurance program which may include but may not be limited to: audit and medical chart review procedures by an independent party.
4. Periodic meetings (at least once per month), shall be held between the County officials, facility staff, and appropriate contractual personnel to review significant issues and changes and to provide feedback relative to the Quality Assurance/Action Program so that any deficiencies or recommendations may be acted upon. Also, when requested by the County, the CONTRACTOR will provide appropriate personnel to participate in department meetings.
5. The CONTRACTOR will participate and cooperate during inspections and the annual PEER review.

- D. In-Service Training:** The CONTRACTOR shall provide appropriate in-service educational programs. All full-time health care staff, except for physicians, will receive a minimum of thirty (30) hours of in-service training

Humboldt County/Inmate Medical Services - Attachment A

every two years. Selected topics which require staff training will be identified on an on-going basis through the Quality Assurance Program.

1. The CONTRACTOR shall be responsible for ensuring that all new health care personnel are provided with orientation regarding medical practices on-site. Orientation regarding other facility operations will be the responsibility of the County.
  2. The CONTRACTOR shall distribute a written job description to each member of the health care staff which clearly delineates his/her assigned responsibilities. In addition, contract staff shall be provided a copy of the appropriate attached job description. The CONTRACTOR shall monitor performance of health care staff to ensure adequate job performance in accordance with these job descriptions.
- E. **Modification and Amendments to the Contract:** Changes in the contract terms shall be made valid only after a written amendment is completed and executed by both parties.
- F. **Security of Patient Files:** Patient files are of a confidential nature. The CONTRACTOR's employees shall be allowed access to these files only as needed for their duties related by contract and in accordance with the rules established by the County. The CONTRACTOR shall honor all policies and procedures for safeguarding the confidentiality of such data. All files remain the property of Humboldt County.
- G. **Assignment:** The CONTRACTOR shall give full attention to the faithful execution of the contract, and shall keep the contract under its control, and shall not by power of attorney or otherwise assign the contract to any other party except upon sale or transfer of the major assets of the company of which County shall be given ninety (90) days prior written notice, and as a result of which, County shall have right to cancel the contract.
- H. **Responsibility:** The CONTRACTOR shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract.
- I. **Public Information:** Neither the CONTRACTOR nor the County shall publish any findings based on data obtained from the operation of any contract that may be negotiated without the prior written consent of the other party whose written consent shall not be unreasonably withheld. The contract document may be subject to disclosure as required by law.
- J. **Research:** No research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without the prior written consent of the County.

Humboldt County/Inmate Medical Services – Attachment A

The conditions under which the research shall be conducted shall be agreed upon by the CONTRACTOR and the County and shall be governed by written guidelines. In every case, the written informed consent of each patient who is a subject of a research project shall be obtained prior to the patient's participation as a subject.

- K. **Term of the Contract:** The resulting contract shall be for a period of three (3) years and may be renewed at the County's sole option. Contract may continue after the third year on a month-to-month basis until cancelled or a new contract has been approved by the Board of Supervisors, but in no event longer than three months after the three-year period. The contract can be extended by amendment mutually agreed upon by both parties.
- L. **Termination:** The CONTRACTOR shall be required to give no less than 180 days written notice prior to termination. The County will retain the right to terminate without cause with 60 days written notice.
- M. **Conflict of Interest:** CONTRACTOR warrants and covenants that no official or employee of the County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in procuring of resulting contract, nor that any such person will be employed in performance of such contract without immediate divulgence of such fact to County.

## HUMBOLDT COUNTY BASE STAFFING PATTERN

POSITION	S	M	T	W	T	F	S	HRS	FTE	FAC
Program Manager		8-4	8-4	8-4	8-4	8-4		40	1.0	All
P.A./F.N.P.		8-4	8-4	8-4	8-4	8-4		40	1.0	All
L.V.N.	8-4	8-4	8-4	8-4	8-4	8-4	8-4	56	1.4	Jail
Pill Pass L.V.N.	a.m.						a.m.	4	.1	JH/NCRF
Clerk		7-3	7-3	7-3	7-3	7-3		40	1.0	All
R.N.	4-12	4-12	4-12	4-12	4-12	4-12	4-12	56	1.4	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	.35	JH/NCRF
L.V.N.	12-8	12-8	12-8	12-8	12-8	12-8	12-8	56	1.4	Jail
R.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
Nursing Relief/OT/Training								92	2.29	All
Medical Director/ Physician	8 Hours Per Week To Be Determined							8	0.2	All
Dentist	8 Hours Per Week To Be Determined							8	2	Jail
Dental Assistant	8 Hours Per Week To Be Determined							8	2	Jail
Medical On-Call	24 Hours a Day, 7 Days Per Week									All

Days	7-3, 8-4
Evenings	3-11, 4-12
Nights	12-8

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



ATTACHMENT C

**PENALTIES FOR FAILURE TO COMPLY WITH  
STAFFING PATTERN, ATTACHMENT B**

<b><u>Position</u></b>	<b><u>Penalty Per Day</u></b>
Program Manager	\$348
FNP/PA	\$348
RN	\$315
LVN	\$228
Clerk	\$190
Medical Director/Physician	\$720
Dentist	\$632
Dental Assistant	\$190

Note: If the vacancies exist or positions are filled with unqualified staff for more than three (3) days, the above payment reduction schedule will be used by the County. CFMG will notify the Contract Monitor within eight (8) hours if any such vacancy exists. After determining penalty assessments, the County will deduct this amount from the next payment due to CFMG.

**FIRST AMENDMENT  
Humboldt County/CFMG Contract**

This is an Amendment to that certain Agreement entered into on June 25, 2002, by and between the County of Humboldt (COUNTY) and California Forensics Medical Group, Inc. (CFMG). This amendment is entered into this 17<sup>th</sup> day of June, 2003.

WHEREAS, the parties desire to amend certain provisions of their Agreement of June 25, 2002.

NOW THEREFORE, the parties agree as follows:

1. Section 24a) of the Agreement dated June 25, 2002, is hereby amended to read as follows:

In consideration for the services provided at HCCF, JH and NCTF and described herein, County shall pay CFMG the base amount of \$1,369,353.24 for the period of July 1, 2003 to June 30, 2004.

2. Section 24 b) of the Agreement dated June 25, 2002 is hereby amended to read as follows:

In addition, a per diem charge of \$2.17 per inmate day when the combined average daily inmate population (ADIP) exceeds 415 inmates. Per Diem payments, if any, will be billed separately by CONTRACTOR on a quarterly basis, determined by the 3 monthly averages of the ADIP at the HCCF, JH, and NCTF.

Except as modified herein, the Agreement of June 25, 2002 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year above written.

(SEAL)  
ATTEST:

Lora Canzoneri  
Clerk of the Board of Supervisors

Lora Canzoneri  
June 18, 2003  
Approved as to form:

By: \_\_\_\_\_  
County Counsel

Insurance Certificates approved:

By: Kendall A. Ke...  
Risk Manager

COUNTY OF HUMBOLDT

By: Jimmy Smith  
Chair, Board of Supervisors  
of Humboldt County, California

CALIFORNIA FORENSIC MEDICAL GROUP

By: Don Huestedt

Title V.P. Finance

By: [Signature]

Title President

**SECOND AMENDMENT  
Humboldt County/CFMG Contract**

This is an Amendment to that certain Agreement entered into on June 25, 2002, and that First Amendment entered into on June 17, 2003 by and between the County of Humboldt (COUNTY) and California Forensics Medical Group, Inc. (CFMG). This amendment is entered into this 22 day of June, 2004.

WHEREAS, the parties desire to amend certain provisions of their Agreement of June 25, 2002.

NOW THEREFORE, the parties agree as follows:

- 1. Section 24a) of the Agreement dated June 25, 2002, is hereby amended to read as follows:

In consideration for the services provided at HCCF, JH and NCTF and described herein, County shall pay CFMG the base amount of \$1,491,225.72 for the period of July 1, 2004 to June 30, 2005.

- 2. Section 24 b) of the Agreement dated June 25, 2002 is hereby amended to read as follows:

In addition, a per diem charge of \$2.36 per inmate day when the combined average daily inmate population (ADIP) exceeds 415 inmates. Per Diem payments, if any, will be billed separately by CONTRACTOR on a quarterly basis, determined by the 3 monthly averages of the ADIP at the HCCF, JH, and NCTF.

Except as modified herein, the Agreement of June 25, 2002, and the First Amendment of June 17, 2003, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year above written.

**COUNTY OF HUMBOLDT**

By [Signature]  
Chair, Board of Supervisors  
of Humboldt County, California

(SEAL)  
ATTEST:

Lora Canzoneri  
Clerk of the Board of Supervisors

[Signature]  
JUN 22 2004  
Approved as to form:

**CALIFORNIA FORENSIC MEDICAL GROUP**

By [Signature]  
Title V.P., Finance

By: [Signature]  
County Counsel

By [Signature]

Insurance Certificates approved:

By [Signature]  
Risk Manager

Title VP, Operations/Personnel

**THIRD AMENDMENT  
Humboldt County/CFMG Contract**

This is an Amendment to that certain Agreement entered into on June 25, 2002, and that First Amendment entered into on June 17, 2003, and that Second Amendment entered into on June 22, 2004 by and between the County of Humboldt (COUNTY) and California Forensics Medical Group, Inc. (CFMG). This amendment is entered into this 7th day of June, 2005.

WHEREAS, the parties desire to amend certain provisions of their Agreement of June 25, 2002.

NOW THEREFORE, the parties agree as follows:

1. Section 2 of the Agreement dated June 25, 2002, is hereby amended to read as follows:

The effective date of this Agreement is July 1, 2002 and the Term will be extended to continue through June 30, 2007. CONTRACTOR will supply the total services, described elsewhere, for the entire term of Agreement which will now end on June 30, 2007.

2. Section 24a) of the Agreement dated June 25, 2002, is hereby amended to read as follows:

In consideration for the services provided at HCCF, JH and NCTF and described herein, County shall pay CFMG the base amount of \$1,758,048.00 for the period of July 1, 2005 to June 30, 2006 as follows:

- a. For July-December, 2005, the monthly payment shall be \$142,456.00;
- b. For January-April, 2006, the monthly payment shall be \$148,528.00;
- c. For May-June, 2006, the monthly payment shall be \$154,600.

For the period of July 1, 2006 through June 30, 2007 the monthly charge shall be \$154,600 times the percentage increase of the medical CPI percentage increase for the San Francisco-Oakland Region from February 2005 to February 2006.

In the event that the rates charged by off-site medical providers for medical care to inmates are reduced during the term of this contract, the parties agree that the contract shall be amended to reduce the compensation payable to CFMG by an amount equivalent to the projected savings.

3. Section 24 b) of the Agreement dated June 25, 2002 is hereby amended to read as follows:

In addition, a per diem charge of \$3.69 per inmate day when the combined average daily inmate population (ADIP) exceeds 415 inmates. Per Diem charges shall be waived for the period of July 5, 2005 to June 30, 2007.

4. Section 26. D of that Agreement dated June 25, 2002 is hereby amended to read as follows:

Medical Malpractice Professional Liability insurance/errors and omissions coverage in an amount no less than \$2,000,000 per occurrence and \$5,000,000 in the general aggregate. If insurance is written on a claims-made basis, CONTRACTOR agrees to maintain such insurance in effect for at least three (3) years following the completion of performance under this Agreement.

ORIGINAL

Except as modified herein, the Agreement of June 25, 2002, and the First Amendment of June 17, 2003, and the Second Amendment entered into on June 22, 2004 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year above written.

COUNTY OF HUMBOLDT

By *Roger Rodoni*  
Chair, Board of Supervisors  
of Humboldt County, California

(SEAL)  
ATTEST:

Lora Canzoneri  
Clerk of the Board of Supervisors

*Lora Canzoneri*

Approved as to form: JUN - 7 2005

By: *[Signature]*  
County Counsel

Insurance Certificates approved:

By *Kimberly A. Ke*  
Risk Manager

CALIFORNIA FORENSIC MEDICAL GROUP

By *Don Hustedt*

Title *V.P. Finance*

By *Claire Hustedt*

Title *VP, Operations/Personnel*

**FOURTH AMENDMENT  
Humboldt County/CFMG Contract**

This is an Amendment to that certain Agreement entered into on June 25, 2002, and that First Amendment entered into on June 17, 2003, and that Second Amendment entered into on June 22, 2004, and that Third Amendment entered into June 7, 2005 by and between the County of Humboldt (COUNTY) and California Forensics Medical Group, Inc. (CFMG). This amendment is entered into this 3<sup>rd</sup> day of June, 2006.

WHEREAS, the parties desire to amend certain provisions of their Agreement of June 25, 2002.

NOW THEREFORE, the parties agree as follows:

1. Section 24a) of the Agreement dated June 25, 2002, is hereby amended to read as follows:

In consideration for the services provided at HCCF, JH and NCTF and described herein, County shall pay CFMG the base amount of \$2,046,285.60 for the period of July 1, 2006 to June 30, 2007. The monthly payment shall be \$170,523.80.

Except as modified herein, the Agreement of June 25, 2002, and the First Amendment of June 17, 2003, and the Second Amendment entered into on June 22, 2004, and the Third Amendment entered into on June 7, 2005 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year above written.

**COUNTY OF HUMBOLDT**

By [Signature]  
Chair, Board of Supervisors  
of Humboldt County, California

(SEAL)  
ATTEST:

Lora Canzoneri  
Clerk of the Board of Supervisors

[Signature]

Approved as to form:

By: [Signature]  
County Counsel

Insurance Certificates approved:

By [Signature]  
Risk Manager

**CALIFORNIA FORENSIC MEDICAL GROUP**

By [Signature]

Title V.P., Finance

By [Signature]

Title President/Chief Director

**FIFTH AMENDMENT  
Humboldt County/CFMG Contract**

This is an Amendment to that certain Agreement entered into on June 25, 2002, and that First Amendment entered into on June 17, 2003, and that Second Amendment entered into on June 22, 2004, and that Third Amendment entered into June 7, 2005, and that Fourth Amendment entered into June 13, 2006 by and between the County of Humboldt (COUNTY) and California Forensics Medical Group, Inc. (CFMG). This amendment is entered into this 19 day of June, 2007.

WHEREAS, the parties desire to amend certain provisions of their Agreement of June 25, 2002.

NOW THEREFORE, the parties agree as follows:

1. Section 2 of the Agreement dated June 25, 2002, is hereby amended to read as follows:

The effective date of this Agreement is July 1, 2002 and the Term will be extended to continue through June 30, 2010. CFMG will supply the total services, described elsewhere, for the entire term of the Agreement which will now end on June 30, 2010.

2. Section 24. a) of the Agreement dated June 25, 2002, is hereby amended to read as follows:

In consideration for the services provided at HCCF, JH and NCTF and described herein, County shall pay CFMG the base amount of \$2,171,099 for the period of July 1, 2007 to June 30, 2008. The monthly payment shall be \$180,925.

3. Section 24. b) of the Agreement dated June 25, 2002, is hereby amended to read as follows:

In addition, a per diem charge of \$3.92 per inmate day when the combined average daily inmate population (ADIP) exceeds 444 inmates.

4. Section 24. c) of the Agreement dated June 25, 2002, is hereby amended to read as follows:

Annual price adjustments will be made to the base monthly price, and per diem on the anniversary date of the contract.

The price adjustment for the period of July 1, 2008-June 30, 2009 will be the average of both the percentage increase of the medical care index of the CPI (all urban consumers/Western Region) and the percentage increase of the medical care index of the CPI (all urban consumers/San Francisco-Oakland-San Jose) for the period of February to February of that year, but not to exceed ten percent per year.

The Price adjustment for the period of July 1, 2009-June 30, 2010 will be the percentage increase of the medical care index of the CPI for all urban consumers/Western Region for the period of February to February of that year, but not to exceed ten percent per year.

ORIGINAL

5. Section 40 of the Agreement dated June 25, 2002, is hereby amended to read as follows:

CFMG shall be required to submit a Performance Bond or Letter of Credit equivalent to Sixty (60) days of payment, made payable to the County of Humboldt. Performance Bond or Letter of Credit shall be adjusted annually to reflect sixty (60) days of payment cost for the corresponding fiscal year. Upon notification of award, CFMG shall be required to submit the Performance Bond or Letter of Credit prior to execution and signing of the Contract. The company must be authorized to do business in the State of California.

Except as modified herein, the Agreement of June 25, 2002, and the First Amendment of June 17, 2003, and the Second Amendment entered into on June 22, 2004, and the Third Amendment entered into on June 7, 2005, and the Fourth Amendment entered into June 13, 2006 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year above written.

COUNTY OF HUMBOLDT

By Bonnie Gueley  
Chair, Board of Supervisors  
of Humboldt County, California

(SEAL)  
ATTEST:

Kathy Hayes  
Clerk of the Board of Supervisors

W. J. Turner

Approved as to form:

By: [Signature]  
County Counsel

CALIFORNIA FORENSIC MEDICAL GROUP

By D. Hunkell

Title V. P. Finance

By W. [Signature]

Title President / Asst. Director

Insurance Certificates approved:

By Kimberly [Signature]  
Risk Manager



## SIXTH AMENDMENT Humboldt County/CFMG Contract

This is an Amendment to that certain Agreement entered into on June 25, 2002, and that First Amendment entered into June 17, 2003, and that Second Amendment entered into June 22, 2004, and that Third Amendment entered into June 7, 2005, and that Fourth Amendment entered into June 13, 2006, and that Fifth Amendment entered into June 19, 2007 by and between the County of Humboldt (COUNTY) and California Forensics Medical Group, Inc. (CFMG). This amendment is entered into this 15 day of JUNE, 2010.

WHEREAS, the parties desire to amend certain provisions of their Agreement of June 25, 2002.

NOW THEREFORE, the parties agree as follows:

1. Section 2 of the Agreement dated June 25, 2002, is hereby amended to read as follows:

The effective date of this Agreement is July 1, 2002 and the Term will be extended to continue through June 30, 2015. CFMG will supply the total services, described elsewhere, for the entire term of the Agreement which will now end on June 30, 2015.

2. Section 24. a) of the Agreement dated June 25, 2002, is hereby amended to read as follows:

In consideration for the services provided at Humboldt County Correctional Facility (HCCF), Juvenile Hall (JH), and Northern California Regional Facility (NCRF), and described herein, County shall pay CFMG the base amount of \$2,377,479.96 for the period of July 1, 2010 to June 30, 2011. The monthly payment shall be \$198,123.33.

3. Section 24. b) of the Agreement dated June 25, 2002, is hereby amended to read as follows:

In addition, a per diem charge of \$4.29 per inmate day when the combined average daily inmate population (ADIP) exceeds 444 inmates. Per diem payments, if any, will be billed separately by CONTRACTOR on a quarterly basis, determined by the three (3) monthly averages of the ADIP at HCCF, JH, and NCRF.

4. Section 24. c) of the Agreement dated June 25, 2002, is hereby amended to read as follows:

Annual price adjustments, as outlined below, will be made to the base monthly price, and per diem charge, on the anniversary date of the contract.

- For fiscal year 2010-11 there will be no increase in the base price or the per diem charge over the amounts from fiscal year 2009-10.
- For fiscal year 2011-12, the price adjustment for base price and ADIP per diem charge is to be set at the percentage increase in the Western Urban Medical CPI from February to February, but not to exceed ten percent per year.
- For fiscal years 2012-13, 2013-14 and 2014-15 the price adjustment for the base price and ADIP per diem charge is to be set at the percentage increase in the Western Urban Medical CPI from February to February, plus 1.35%, but not to exceed ten percent per year.

5. Section 25 - Payment Limitations on Catastrophic Accident or Illness, paragraph two (2) is hereby amended to read as follows:

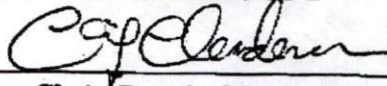
As to inmates diagnosed and being treated for AIDS the catastrophic limit set forth shall apply. However, CONTRACTOR will be responsible for on site treatment for inmates inside the facility(s). For such inmates, anti-retroviral medications will continue to be provided and will be purchased through the Public Health Branch Pharmacy. CONTRACTOR shall not be liable for cost of these medications which exceeds an annual aggregate amount of \$10,000. Changes in Federal or State ADAP programs that occur during the contract term and that affect funding for HIV medications may be cause for an amendment to the contract pursuant to Section 39 of this contract.

6. Section 40 - Performance Bond is hereby amended to delete this requirement from the contract.

Except as modified herein, the Agreement entered into June 25, 2002, and the First Amendment entered into June 17, 2003, and the Second Amendment entered into June 22, 2004, and the Third Amendment entered into June 7, 2005, and the Fourth Amendment entered into June 13, 2006, and the Fifth Amendment entered into June 19, 2007 shall remain in full force and effect.

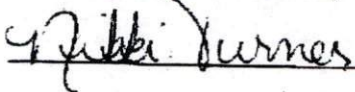
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year above written.

COUNTY OF HUMBOLDT

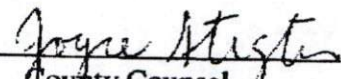
By   
Chair, Board of Supervisors  
of Humboldt County, California

(SEAL)  
ATTEST:

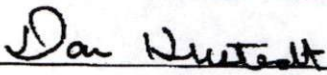
Kathy Hayes  
Clerk of the Board of Supervisors



Approved as to form:

By:   
County Counsel

CALIFORNIA FORENSIC MEDICAL GROUP

By 

Title U. P. Finance

By 

Insurance Certificates approved:

By   
Risk Manager

Title President / Medical Director

**SEVENTH AMENDMENT**

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
CALIFORNIA FORENSIC MEDICAL GROUP**

This, the Seventh Amendment to that certain Agreement dated June 25, 2002 by and between California Medical Forensic Medical Group, a corporation ("CFMG" or "CONTRACTOR"), and County of Humboldt, a political subdivision of the State of California ("COUNTY"), is entered into this 11th day of June, 2015.

WHEREAS, COUNTY, through its Department of Health and Human Services – Public Health, desired to purchase the professional, medical, dental, and similar health care services and related administrative services for COUNTY's correctional facilities;

WHEREAS, COUNTY previously entered into an agreement with CONTRACTOR to provide said services on June 25, 2002; and

WHEREAS, COUNTY subsequently executed written amendments to modify certain provisions of the June 25, 2002 agreement on June 17, 2003 (the First Amendment), June 22, 2004 (the Second Amendment), June 7, 2005 (the Third Amendment), June 13, 2006 (the Fourth Amendment), June 19, 2007 (the Fifth Amendment), and June 15, 2010 (the Sixth Amendment); and

WHEREAS, the parties now desire to amend certain provisions of their June 25, 2002 agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. Section 2 of the Agreement dated June 25, 2002, is hereby amended to read as follows:

The effective date of this Agreement is July 1, 2002, and the term will be extended to continue through June 30, 2016. CONTRACTOR will supply the total services, described elsewhere, for the entire term of the Agreement which will now end June 30, 2016.

2. Section 24. a) of the Agreement dated June 25, 2002, is hereby amended to read as follows:

In consideration for the services provided at Humboldt County Correctional Facility (HCCF), Juvenile Hall (JH), and Northern California Regional Facility (NCRF), and described herein, COUNTY shall pay CONTRACTOR the base

amount of \$2,804,055.72 for the period of July 1, 2015 to June 30, 2016. The monthly payment shall be \$233,671.31.

Except as modified herein, the Agreement entered into June 25, 2002 and the First Amendment entered into June 17, 2003, and the Second Amendment entered into June 22, 2004, and the Third Amendment entered into June 7, 2005, and the Fourth Amendment entered into June 13, 2006, and the Fifth Amendment entered into June 19, 2007, and the Sixth Amendment entered into June 15, 2010 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this amendment as of the date and year above written.

**COUNTY OF HUMBOLDT**

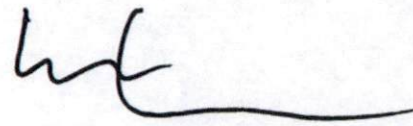


Chair, Board of Supervisors of Humboldt County, California

**CALIFORNIA FORENSIC MEDICAL GROUP:**



Name



Name

**CFO**

Title

**CEO**

Title

*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

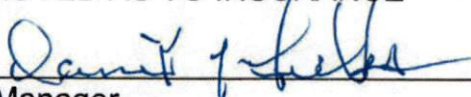
**ATTEST:**

KATHY HAYES

Clerk of the Board of Supervisors of the County of Humboldt, State of California

By:  \_\_\_\_\_

APPROVED AS TO INSURANCE

  
\_\_\_\_\_

Risk Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0056172 McSherry & Hudson 160 West Santa Clara Street Suite 715 San Jose, CA 95113	1-888-845-2248	CONTACT NAME: PHONE (A/C, No, Ext): 408-550-2130 E-MAIL ADDRESS: FAX (A/C, No): 408-550-2119
INSURED California Forensic Medical Group 2511 Garden Rd A160 Monterey, CA 93940	INSURER(S) AFFORDING COVERAGE	
	INSURER A: IRONSHORE SPECIALTY INS CO	NAIC # 25445
	INSURER B: UNITED FINANCIAL CASUALTY CO	11770
	INSURER C: IRONSHORE SPECIALTY INS CO.	25445
	INSURER D:	
	INSURER E:	
	INSURER F:	


**COVERAGES** CERTIFICATE NUMBER: 44770824 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	001767402	08/26/15	08/26/16	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ Included
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		02368394-2	08/26/15	08/26/16	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Prof Liab Claims Made		001767402	08/26/15	08/26/16	Per Claim 2,000,000
A	Prof Liab Claims Made		001767402	08/26/15	08/26/16	Per Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: Humboldt County Health Department is shown as an additional insured solely with respect to general liability and medical professional liability coverage as evidenced herein as required by written contract with respect to coverage as evidenced herein as insured.

<b>CERTIFICATE HOLDER</b> Humboldt County Health Department 529 "I" Street Eureka, CA 95501 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

	<p align="center"><b>UNDERWRITER:</b> Ironshore Specialty Insurance Company</p>	<p><b>Endorsement No:</b> Blanket Additional Insured Endorsement <b>Policy No:</b> 001767402 <b>Issued to:</b> California Forensic Medical Group <b>Endorsement Effective Date:</b> 08/26/2015</p>
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In consideration of the premium charged, the term "Insured," as defined in the Policy, is amended to include any persons or entities with whom the Insured Professional Organization has agreed under written contract or agreement to provide insurance (each an "Additional Insured"):

Coverage for each such Additional Insured shall not exceed the scope of coverage and/or Limits of Liability of this Policy; nor shall the coverage exceed the scope of coverage and/or limits of liability required under such written agreement or contract. In all events, it is expressly understood and agreed that the Limits of Liability for each such Additional Insured are part of, and not in addition to, the Limits of Liability set forth in the Declarations, and any payment by the Underwriter in respect of any Claim for which coverage is provided to an Additional Insured hereunder shall reduce, and may exhaust, the aggregate Limit of Liability, as set forth in the Declarations.

The coverage afforded the Additional Insured(s) under this endorsement is for liability incurred by such Additional Insured(s) as a result of the acts, errors or omissions of an Insured, other than such Additional Insured(s). No coverage will be available under this Policy for any Claim based on or arising out of any actual or alleged independent or direct liability of any Additional Insured.

The coverage afforded under this endorsement shall be primary to, and shall not contribute with, any other applicable insurance plan, policy or program of self-insurance carried by or applicable to the Additional Insured.

All other terms, conditions and limitations of this policy shall remain unchanged.



Authorized Representative

# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
08/11/2015

NAME OF INSURED: California Forensic Medical Group

Additional Description of Operations/Remarks from Page 1:

Additional Information:

Includes:

General Liability:

Additional Insured per attached form 4851-2786-3317 v 1

