

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
CALIFORNIA FORENSIC MEDICAL GROUP  
FOR FISCAL YEARS 2021-2022 THROUGH 2024-2025**

This Agreement, entered into this 1<sup>st</sup> day of April, 2022, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and California Forensic Medical Group, a California corporation, hereinafter referred to as “CONTRACTOR,” is made upon the following considerations:

WHEREAS, COUNTY, by and through the Humboldt County Sheriff’s Office – Probation Department, Department of Health and Human Services – Public Health, and County Administrative Office, desires to retain a qualified professional to provide professional, medical, dental, and similar health care services and related administrative services for COUNTY’s correction and detention facilities; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform such services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR hereby agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the Humboldt County Sheriff, or a designee thereof, hereinafter referred to as “Sheriff.”

2. TERM:

This Agreement shall begin on April 1, 2022 and shall remain in full force and effect until June 30, 2025, unless sooner terminated as provided herein.

3. TERMINATION:

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the services required

hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder. CONTRACTOR may terminate this Agreement with cause upon 180 days advance written notice which states the effective date of the termination, only after all other remedies have been attempted to resolve the matter. COUNTY will have one final attempt to resolve the matter before the CONTRACTOR moves forward with termination of the contract.

- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is four million seven hundred eighteen thousand three hundred thirty seven dollars (\$4,718,337.00) for Contract Year One, or three hundred ninety three thousand one hundred ninety four dollars and seventy five cents (\$393,194.75) per month for medical services and a maximum of two hundred seventy eight thousand eight hundred sixty nine dollars (\$278,869) for Contract Year One or twenty three thousand two hundred thirty nine dollars and eight cents (\$23,239.08) per month for Medication Assisted Treatment (MAT) services. For April 1<sup>st</sup>, 2023 – June 30<sup>th</sup>, 2023, CONTRACTOR shall pay the monthly amounts for Year One medical services and MAT services. CONTRACTOR hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Annual Increases.

1. Contract Year Two (effective 7/1/2023):
  - a. The maximum amount payable for medical services shall be \$4,954,253.85, or \$412,854.49 per month. The maximum amount payable for MAT services shall be \$292,812.45, or \$24,401.04 per month.
2. Contract Year Three (effective 7/1/2024):
  - a. The maximum amount payable for medical services shall be \$5,201,966.54, or \$433,497.21 per month. The maximum amount payable for MAT services shall be \$307,453.07, or \$25,621.09 per month.

- D. Third-Party Liability. Except as provided herein, COUNTY shall be solely responsible for compensating CONTRACTOR for the services provided pursuant to the terms and conditions of this Agreement. However, CONTRACTOR hereby agrees to assist COUNTY with any and all efforts to obtain authorized share of cost payments from third-party funding sources, including, without limitation, Medi-Cal, through the Medi-Cal County Inmate Program, third-party health insurance coverage and potential tort, casualty and workers' compensation awards, for services provided pursuant to the terms and conditions of this Agreement.
- E. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement no later than thirty (30) days after the end of each month. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination of this Agreement. Invoices shall be prepared using a format approved by, and shall include backup documentation as specified by, SHERIFF and the Humboldt County Auditor-Controller. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Sheriff's Office  
Attention: Business Office  
826 4th Street  
Eureka, CA 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return

receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Sheriff's Office  
Attention: Sheriff  
826 4<sup>th</sup> Street  
Eureka, CA 95501

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

Humboldt County Public Health  
Attention: Public Health Director  
529 I Street  
Eureka, CA 95501

Humboldt County Administrative Office  
Attention: County Administrative Officer  
825 5<sup>th</sup> Street  
Eureka, CA 95501

CONTRACTOR: California Forensic Medical Group  
Attention: Chief Financial Officer  
2511 Garden Road Suite A160  
Monterey, CA 93940

7. REPORTS:

CONTRACTOR hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. COUNTY shall provide to CONTRACTOR health data report templates that comply with the Americans with Disabilities Act of 1990 and any and all applicable accessibility laws, standards, regulations, policies and procedures. CONTRACTOR shall submit its reports in compliance with the COUNTY's data report template. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

8. RECORD PREPARATION, RETENTION AND INSPECTION:

A. Preparation of Performance Records. CONTRACTOR shall prepare and maintain, in accordance with all applicable local, state and federal laws, regulations and standards, any and all records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation,

documents regarding CONTRACTOR's accounting procedures and practices, necessary to properly reflect all direct and indirect costs of any nature claimed to have been incurred in the performance of the services provided hereunder, including, but not limited to, any and all matching costs and expenses.

- B. Preparation of Clinical Records. CONTRACTOR shall timely prepare and maintain, in accordance with any and all applicable local, state and federal laws, regulations and standards, an accurate, complete and legible "Clinical Record" for each client who receives services pursuant to the terms and conditions of this Agreement. Clinical Records prepared and maintained pursuant to the terms and conditions of this Agreement shall contain sufficient detail to permit and facilitate effective internal professional review, external medical audit processes and adequate follow-up treatment. For purposes of this provision, "Clinical Records" shall include, without limitation, any and all physical and electronic books, records, documents and other evidence of medical treatment originated or prepared as part of CONTRACTOR's performance of the services provided pursuant to the terms and conditions of this Agreement, including, but not limited to, any and all treatment records, medical charts, prescription files and other documentation pertaining to the services provided hereunder.
- C. Preparation of Clinical Documentation. CONTRACTOR shall timely prepare and maintain, in accordance with any and all applicable local, state and federal laws, regulations and standards, any and all "Clinical Documentation," necessary to disclose how CONTRACTOR discharged its duties hereunder. Clinical Documentation shall identify all of the following: the quantity and quality of the services provided pursuant to the terms and conditions of this Agreement; the names of, and all other necessary identifying information pertaining to, clients who received such services; the manner in which CONTRACTOR administered the provision of such services; and the cost of, and the manner and amount of payment made for, such services. For purposes of this provision, "Clinical Documentation" shall include, without limitation, any and all physical and electronic books, records, documents and other evidence of medical treatment originated or prepared as part of CONTRACTOR's performance of the services provided pursuant to the terms and conditions of this Agreement, including, but not limited to, working papers, performance reports, financial records and other documentation pertaining to the services provided hereunder.
- D. Record Preservation. CONTRACTOR shall preserve, in accordance with any and all applicable local, state and federal laws, regulations and standards, any and all records and documentation prepared and maintained pursuant to the terms and conditions of this Agreement for a period of seven (7) years after final payment hereunder, and for such longer period, if any, as required by applicable statute or this Agreement.
1. If this Agreement is completely or partially terminated, any and all records and/or documentation relating to the terminated services shall be preserved and made available for a period of seven (7) years from the date of any resulting final settlement.
  2. If any litigation, claim, negotiation, audit or other action involving any records and/or documentation prepared and maintained pursuant to the terms and

conditions of this Agreement is initiated before the expiration of the above-referenced seven (7) year period, such records and/or documentation shall be retained until completion of the action and resolution of any and all issues arising therefrom, or until the end of the seven (7) year period, whichever is later.

- E. Record Inspection. CONTRACTOR shall make, in accordance with any and all applicable local, state and federal laws, regulations and standards, any and all records and documentation prepared and maintained pursuant to the terms and conditions of this Agreement immediately available, during normal business hours, for inspection, audit and reproduction by COUNTY, and any other duly authorized local, state or federal agencies, for a period of seven (7) years after final payment hereunder, and for such longer period, if any, as required by applicable statute or this Agreement. CONTRACTOR shall also allow interviews of any employees who might reasonably have information related to any records and/or documentation prepared pursuant to the terms and conditions of this Agreement by COUNTY and any other duly authorized local, state or federal agencies during the above-referenced seven (7) year period.

9. AUDIT AND EXAMINATION OF PERFORMANCE AND CLINICAL RECORDS:

In accordance with any and all applicable local state and federal laws, regulations and standards, including, without limitation, California Government Code Section 8546.7, any all records, documentation, reports and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and any subcontracts related hereto, shall be subject to the examination and audit by COUNTY, the California Department of General Services, the Bureau of State Audits and any other duly authorized local, state or federal agencies. CONTRACTOR hereby agrees to allow COUNTY, and any other duly authorized local, state or federal agencies, to access such records, documentation, reports and other evidence, during normal business hours, for a period of seven (7) years after final payment hereunder, and for such longer period, if any, as required by applicable statute or any provision of this Agreement.

10. MONITORING:

CONTRACTOR hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR shall cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. Each party hereby agrees to protect any and all confidential information obtained pursuant to the terms and conditions of this

Agreement in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. HIPAA Business Associate Requirements. CONTRACTOR hereby agrees to adhere to the terms and conditions set forth in Exhibit D – County of Humboldt HIPAA Business Associate Agreement, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

12. PATIENTS’ RIGHTS:

- A. Specific Rights. During the performance of this Agreement, each party hereto shall comply with any and all applicable local, state and federal policies and procedures pertaining to patients’ rights, and shall ensure that its staff and subcontractors take those rights into account when providing services hereunder, including, without limitation, the right to:
  - 1. Receive information in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.
  - 2. Be treated with respect and with due consideration for his or her dignity and privacy.
  - 3. Receive information on available treatment options and alternatives, presented in a manner appropriate to his or her condition and ability to understand.
  - 4. Participate in decisions regarding his or her health care, including, without limitation, the right to refuse treatment.

5. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation.
6. Request and receive a copy of his or her medical records, and to request that they be amended or corrected, as required by any and all applicable local, state and federal laws, regulations, policies, procedures and standards.
7. Be furnished services in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.
8. Freely exercise his or her rights without adversely affecting the way in which he or she is treated by CONTRACTOR.

B. Effect of Provision. Nothing herein shall be construed to replace or conflict with the duties of patients' rights advocates as set forth in any and all applicable local, state and federal laws, regulations, policies, procedures and standards.

13. NON-DISCRIMINATION COMPLIANCE:

A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.

B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

14. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies 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 subsequently becomes a Nuclear Weapons Contractor.

15. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
  - 3. Any available counseling, rehabilitation and employee assistance programs; and
  - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
  - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
  - 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

16. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless,

defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the negligence or willful misconduct of COUNTY.

- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

17. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
1. 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 Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
  2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
  3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and

volunteers.

4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
  - a. Includes contractual liability.
  - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as “XCU Hazards.”
  - c. Is the primary insurance with regard to COUNTY.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) 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 (1) insured shall not operate to increase the limits of the insurer’s liability.
4. For claims related to this Agreement, CONTRACTOR’s insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR’s insurance and will not be

used to contribute therewith.

5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
  6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) 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 any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt  
Attention: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

CONTRACTOR: California Forensic Medical Group  
Attention: Chief Financial Officer  
2511 Garden Road Suite A160  
Monterey, CA 93940

18. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

19. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards

applicable to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation, any and all applicable local, state and federal medical waste management requirements.

- B. Licensure Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONTRACTOR hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONTRACTOR hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

20. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

21. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

22. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

23. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS:

CONTRACTOR shall, at its own expense, make itself, and any agents, officers, directors, employees or subcontractors assisting CONTRACTOR in the performance of its obligations hereunder, available to testify as witnesses or otherwise, in the event of any litigation or administrative proceedings being commenced against COUNTY, or its agents, officers, directors or employees, based upon claimed violations of any local, state and/or

federal laws, regulations, policies, procedures and/or standards applicable to the services provided pursuant to the terms and conditions of this Agreement, except where either party is a named adverse party.

24. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

25. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

26. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

27. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

28. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

29. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

30. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

31. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, CONTRACTOR shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation. CONTRACTOR shall retain ownership of any of CONTRACTOR's confidential or proprietary information.

32. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute relating hereto shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

33. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given to sheriff in accordance with the notice requirements set forth herein.

34. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

35. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

36. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3D – Compensation upon Termination, Section 8– Record Preparation, Retention and Inspection, Section 9 – Audit and Examination of Performance and Clinical Records, Section 11 – Confidential Information, and Section 16 – Indemnification shall survive the expiration or termination of this Agreement.

37. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority, followed by the terms and conditions set forth in the RFP.

38. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

39. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, paragraphs and clauses set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

40. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

41. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

42. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

43. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

CALIFORNIA FORENSIC MEDICAL GROUP

DocuSigned by:  
 By: Judd Bazzel  
043840F7A628430...

Date: 3/29/2022

Name: Judd Bazzel

Title: MD

DocuSigned by:  
 By: Scott Kennedy  
A46F86B11235416...

Date: 3/29/2022

Name: Scott Kennedy

Title: Vice President and Treasurer

COUNTY OF HUMBOLDT:

By: \_\_\_\_\_  
 Virginia Bass, Chair  
 Humboldt County Board of Supervisors

Date: \_\_\_\_\_

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: \_\_\_\_\_  
 Risk Management

Date: \_\_\_\_\_

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Staffing Matrix
- Exhibit D – County of Humboldt HIPAA Business Associate Agreement

## **EXHIBIT A SCOPE OF SERVICES**

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

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

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

### **CONTRACTOR'S RESPONSIBILITIES AS A DESIGNATED HEALTH AUTHORITY**

#### **A. Health Care Services**

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

- program that does not require staffing modifications, funding, or facilities.
- 4) CONTRACTOR shall develop and maintain up-to-date written policy and procedure, protocol, and reference manuals in compliance with NCCHC accreditation standards, CCR, Title 15 requirements, and any other applicable laws and regulations. The policy and procedure, protocol, and reference manuals shall incorporate the requirements contained in Assembly Bill 732, Assembly Bill 2507, and Penal Code section 3440. These manuals shall reflect the current actual practice of CONTRACTOR performed at the FACILITIES and shall be signed by CONTRACTOR, CONTRACTOR'S on-site Medical Director, CONTRACTOR's Medical Program Manager, and COUNTY's Health Officer. CONTRACTOR shall review manuals annually and issue updates as appropriate. Upon termination of this Agreement, said policy and procedure manual shall become property of the COUNTY. During the term of this Agreement, CONTRACTOR shall provide the policy and procedure manual to COUNTY upon request.
  - 5) Any new medical programs, policies and/or procedures, or other changes in the provisions of or services required by this Agreement, proposed to be implemented after the date of this Agreement, shall be reduced to writing and shall be undertaken only upon mutual agreement of the COUNTY and CONTRACTOR.

**B. Personnel Requirements**

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

have them available for examination by COUNTY. Copies of these shall be maintained at the FACILITIES.

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

C. Staffing Hours

- 1) CONTRACTOR shall maintain the staffing pattern, hours, and availability described in Exhibit C as the minimum staffing level. The minimum staffing level shall not be considered proof that CONTRACTOR's level of staffing is, in fact, adequate to meet the actual medical staffing needs of the FACILITIES. The minimum staffing level maintained by CONTRACTOR shall ensure that the FACILITIES have 24-hour medical coverage and/or medical personnel available at the FACILITIES at all times. For the Juvenile Hall and Northern Regional Facility, CONTRACTOR shall make available, at minimum, regular medical coverage Monday through Friday during business hours, and on off hours/weekends provide medical staff to administer medications and perform medical evaluations/consultations as needed.
- 2) CONTRACTOR shall staff the Facilities with medical and dental professionals commensurate with their job duties at the full-time equivalent level and classification required for the CONTRACTOR to fulfill their responsibilities under this Agreement. The CONTRACTOR's staffing pattern shall comply with Title 15 of the California Code of Regulations. The minimum staffing level required by Title 15 shall not be considered proof that CONTRACTOR's level of staffing is, in fact, adequate to meet the actual medical staffing needs of the Facilities.
- 3) Notwithstanding the minimum staffing level, it is the responsibility of the CONTRACTOR to supply adequate staff and other resources necessary to provide medical services at the FACILITIES in accordance with all federal, state, and local laws and regulations, as well as NCCHC standards. Any significant change in law that affects the cost of providing services may require re-negotiation of the Agreement, and CONTRACTOR agrees to cooperate with COUNTY to amend the Agreement as necessary to ensure ongoing compliance with all applicable local, state, and federal laws and regulations.
- 4) It is incumbent upon CONTRACTOR to promptly report to COUNTY any issues which may or does affect CONTRACTOR's ability to meet the minimum staffing level required by California Code of Regulations Title 15, and/or in Exhibit C – Staffing Matrix. In any month in which the CONTRACTOR does not meet the minimum staffing level and fails to provide adequate and qualified staff members at the staffing levels established hereunder, CONTRACTOR shall be assessed a daily penalty for each medical personnel position that was under-staffed, or staffed with an unqualified person. To the extent vacancies exist or positions are filled with unqualified staff for more than three (3) days, a penalty shall be imposed. CONTRACTOR shall be assessed a penalty in an amount equal to the prevailing daily rate for each position that is vacant or filled with unqualified staff. Penalties shall continue to accrue daily for each position that remains vacant or filled with unqualified staff.

Positions subject to the penalty assessment include:

- Medical Program Manager
- Family Nurse Practitioner
- Physician Assistant
- Registered Nurse

- Licensed Vocational Nurse
- Medical Director/Physician
- Dentist
- Dental Assistant

5) CONTRACTOR shall be responsible for keeping time and attendance accountability records of its personnel and provide appropriate records to COUNTY upon demand.

**D. Training**

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

**E. Quality Assurance Program and Reviews**

- 1) CONTRACTOR shall maintain a comprehensive quality assurance plan.
- 2) CONTRACTOR shall provide COUNTY with a copy of said comprehensive quality assurance plan and any updates or revisions to the same. The comprehensive quality assurance plan will be adopted with the mutual concurrence of CONTRACTOR and COUNTY on an annual basis.
- 3) CONTRACTOR shall provide COUNTY with a monthly statistical report prepared in a format prescribed by the COUNTY's Health Officer or designee, which includes health care activities, occurring both inside and outside the facility. This report shall summarize service by type and place performed. This report shall also include cost data for both in- patient and out-patient service, the status of any third-party cost recoveries, and actual number of staff hours to determine compliance with minimum staffing levels in Exhibit C.
- 4) CONTRACTOR shall confer regularly with the designated representatives of COUNTY concerning existing health-related procedures within the FACILITIES, any proposed changes in health-related procedures, and any other matter which either party deems appropriate.
- 5) CONTRACTOR shall, at least quarterly, provide an adequate Quality Assurance Review Meeting to assess, monitor, and improve, where possible, the care provided by CONTRACTOR's medical and dental staff at the FACILITIES. An adequate meeting

shall, at a minimum, include CONTRACTOR's on-site Medical Director, CONTRACTOR's on-site medical and dental staff, the COUNTY's Health Officer, and one representative each from Adult BH-SOC, Children's BH-SOC, the Department of Health and Human Services - Public Health, Sheriff's Office, and Probation Department. Additionally, at least annually, a dentist provided by CONTRACTOR and a psychiatrist provided by the COUNTY shall attend. A written summary of each quarterly meeting shall be distributed to each member of the Quality Assurance Review Meeting. CONTRACTOR shall record this written summary and ensure a copy is delivered to COUNTY; however, individual medical peer review audits shall be distributed to medical personnel members only. In the event that a Quality Assurance Review Meeting does not meet the quarterly attendance requirements, another meeting will be scheduled and properly attended within thirty (30) days. In all cases, CONTRACTOR shall organize these meetings and COUNTY shall provide the meeting room.

- 6) A copy of all written audits, findings, corrective action plans, and summaries prepared by CONTRACTOR shall be provided to the COUNTY in a timely manner.
- 7) As set forth in Section 8 of the Agreement governing record retention and inspection, CONTRACTOR shall make all records reasonably required by the COUNTY to verify and monitor compliance with the terms of this Agreement.
  - a. Where a review of the medical records reveals that CONTRACTOR has failed to maintain a 90% compliance rate in completion of the histories and physicals for those inmates who are required to have such histories and physicals and who were reasonably available at the time that such medical services were due to have been completed for a one (1) calendar month period, a penalty of \$100 per inmate or minor who was not successfully assessed shall apply, except when beyond the control of CONTRACTOR.
  - b. Where sick call, as conducted during Monday through Friday has not been conducted, except for situations where the failure to conduct such sick call is beyond the control of the CONTRACTOR, the penalty of \$300 per normal sick call day per facility shall apply.
  - c. Where CONTRACTOR fails to conduct regularly scheduled medication administration rounds (for medications prescribed by a licensed physician or dentist under contract to CONTRACTOR) to inmates and minors covered by this Agreement, the COUNTY may apply a penalty of \$300 per missed round per facility, but only after providing CONTRACTOR an opportunity to discuss with COUNTY the reason for the missed shift. Thereafter, COUNTY, in its sole discretion, shall determine whether a penalty is warranted.

F. NCCHC Accreditation

- 1) CONTRACTOR shall obtain NCCHC accreditation as soon as reasonably possible for the FACILITIES and thereafter maintain such accreditation during the term of this Agreement. Application shall be made at such time as mutually agreed upon by the parties.

CONTRACTOR shall ensure all applicable FACILITIES are NCCHC audit ready within the first 18 months of the new contract. Any fees required by NCCHC to be paid in connection with obtaining accreditation shall be paid by CONTRACTOR.

- 2) CONTRACTOR shall comply with all applicable NCCHC standards at the FACILITIES and shall cooperate with and assist COUNTY in meeting its responsibilities in the effort to obtain accreditation. COUNTY shall make all reasonable effort to cooperate with CONTRACTOR in obtaining accreditation. If any one of the FACILITIES fails to receive accreditation within one year from the date of the NCCHC Audit because of CONTRACTOR's failure to comply with NCCHC standards for which it is responsible, CONTRACTOR shall pay to COUNTY the sum of Six Thousand Dollars (\$6,000.00) for each facility not accredited. This penalty is due within thirty (30) days after the receipt of notice by the COUNTY. For each subsequent month past one year, the penalty per month shall be Six Hundred Dollars (\$600.00) per month, due and payable within thirty (30) days of notification.
- 3) The financial penalties set forth above shall not be imposed for any delays beyond the control of the CONTRACTOR, or for any failure to receive accreditation which is beyond the control of CONTRACTOR.

G. Provision of Equipment and Equipment Security

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

H. Medical Records

- 1) CONTRACTOR shall be the custodian of record and shall be responsible for the care,

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

I. Reporting Requirements

- 1) CONTRACTOR shall prepare a monthly financial report, which summarizes service by type and place performed, work hours by classification, and includes the status of any third-party cost recoveries. The monthly financial report shall be delivered to the COUNTY by the twentieth (20<sup>th</sup>) day of the following month.
- 2) CONTRACTOR shall prepare a monthly Public Health-related statistical report in a format provided by the COUNTY, which includes health-related data such as infectious disease rates, medication administered, average daily inmate population, and health care activities occurring both inside and outside of the Facilities. This monthly report shall be

delivered to the COUNTY by the tenth (10<sup>th</sup>) day of the following month, and must be on a template provided by DHHS – Public Health staff.

- 3) CONTRACTOR shall provide COUNTY a report that is consistent with the information required for the daily jail rate report. This report shall separate routine from non-routine medical services, in a format acceptable to COUNTY and State. The information provided by CONTRACTOR shall be sufficient to allow COUNTY to successfully claim reimbursements from the State of California for related services, and to bill individuals, if appropriate. CONTRACTOR shall submit this report to COUNTY by December 31st for the preceding fiscal year.
- 4) CONTRACTOR shall be responsible for ensuring that its staff reports any problems and/or incidents to COUNTY as required by this Agreement.
- 5) CONTRACTOR shall submit one (1) electronic copy of any and all reports and/or notifications required pursuant to the terms and conditions of this Agreement in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards, in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

J. Medical Waste Management

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

K. Participation in Administrative or Legal Proceedings

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

L. Third-Party Funds

Upon COUNTY's request, CONTRACTOR shall cooperate with COUNTY on any effort by

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

M. Transition Assistance

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

**SPECIFIC SERVICES TO BE PROVIDED AT HCCF:**

A. Receiving Screening

- 1) CONTRACTOR shall timely conduct an initial evaluation and Pre-booking Screening/Medical History Questionnaire with all detainees. CONTRACTOR shall timely conduct an evaluation to determine if a detainee is intoxicated and/or suffering from withdrawal or at high risk for withdrawal, or at high risk due to a medical condition.
  - a. Questionnaire must be reviewed and approved by COUNTY. COUNTY and CONTRACTOR shall work together to address any reasonable changes to the Questionnaire that COUNTY would like to make.
  - b. Pre-Booking Screening/Medical History Questionnaire shall include Behavioral Health/Substance Use Disorder questions
- 2) CONTRACTOR nursing staff shall timely involve physicians, physician assistants, and/or nurse practitioners to assess and treat detainees potentially undergoing withdrawal or at serious risk due to a medical condition and shall timely refer to a provider those detainees undergoing withdrawals or at serious risk due to a medical condition when clinically indicated.
- 3) When medically appropriate, CONTRACTOR shall provide medical services on-site.
- 4) CONTRACTOR may, at its option, require detainees to receive outside medical evaluation and treatment prior to being booked as an inmate in the Facility.

CONTRACTOR will not be financially responsible for pre-booking costs not done by its option.
- 5) CONTRACTOR shall ensure that all inmates newly booked into the jail, who at the time of booking are prescribed medications in the community, are timely continued on those medications or prescribed comparable appropriate medication, unless a medical provider makes a clinical determination that medications are contraindicated or not necessary for treatment.
- 6) Inmates who, at the time of booking, report to CONTRACTOR that they are taking community prescribed medications, but whose medications cannot be verified, shall be

timely assessed by a medical provider and timely prescribed medications necessary to treat their health needs.

- 7) If appropriate, CONTRACTOR shall contact DHHS-ECC when an inmate is housed at HCCF to determine the inmate's current Medi-Cal status. CONTRACTOR shall contact DHHS-ECC when an inmate is transferred to an off-site treatment facility to inform DHHS-ECC of the transfer. DHHS-ECC will initiate an application request, if necessary, based on information provided by CONTRACTOR. DHHS-ECC will determine eligibility and will coordinate with the treatment facility and CONTRACTOR as needed, and CONTRACTOR shall assist DHHS-ECC to the extent necessary for DHHS-ECC to make its eligibility determination.

**B. Health Inventory and Communicable Disease Screening**

- 1) CONTRACTOR shall perform a Health Inventory and Communicable Disease Screening on all inmates within fourteen (14) days of incarceration at the HCCF.
  - a. Health Inventory and Communicable Disease Screening tools must be reviewed and approved by COUNTY. COUNTY and CONTRACTOR shall work together to address any reasonable changes to the tools that COUNTY would like to make.
- 2) CONTRACTOR shall ensure that a physician, family nurse practitioner, physician assistant, licensed vocational nurse, or registered nurse specifically trained to conduct health appraisals shall complete the Health Inventory and Communicable Disease Screening.
- 3) CONTRACTOR shall ensure that lab tests are performed as medically indicated under NCCHC standards.
- 4) CONTRACTOR shall develop a set of procedures for immunizations (measles, mumps, rubella, etc.) to address the needs of any special inmate populations.
- 5) CONTRACTOR shall initiate treatment of persons in custody who have been exposed to and/or are presumed to have an infectious disease, scabies, or lice.
- 6) CONTRACTOR shall perform HIV/AIDS screening and diagnostic testing and treatment of persons in custody, who are at high risk for AIDS and/or as is medically indicated.
- 7) CONTRACTOR shall work with County and/or State Public Health Departments to coordinate COVID-19 testing and vaccinations with the inmate population.

**C. Detoxification from Drugs and/or Alcohol**

- 1) CONTRACTOR shall ensure that detoxification services are performed at the direction of and under the supervision of qualified medical personnel.
- 2) CONTRACTOR shall assess each inmate upon intake to determine if an inmate is intoxicated and/or suffering from withdrawal or at high risk of withdrawal.
- 3) CONTRACTOR, and not COUNTY, shall determine if it is medically appropriate for an inmate to be placed in a sobering cell and determine when an inmate shall be transferred to the hospital to be treated for possible or actual withdrawal.
- 4) CONTRACTOR shall monitor inmates placed in sobering cells using the Clinical Institute Withdrawal Assessment for Alcohol ("CIWA") protocol or equivalent validated monitoring protocol. Inmates shall receive pharmacological treatment as indicated and be

appropriately housed based on their clinical conditions.

- 5) CONTRACTOR shall, along with the correctional deputy, conduct regular observations of inmates who have been placed in sobering cells. HCSO staff shall conduct regular observations of inmates who have been placed in sobering cells twice every 30 minutes, pursuant to HCCF Policy and Procedures Manual, Procedure No. B-007. CONTRACTOR's medical staff, accompanied by the correctional deputy, shall conduct regular observations of inmates who have been placed in sobering cells once every hour. If CONTRACTOR, as a result of the observation, determines that further evaluation, monitoring, or treatment of an inmate in a sobering cell is needed, CONTRACTOR shall coordinate with HCSO staff to ensure that the appropriate monitoring, evaluation, and treatment is rendered to the inmate.
- 6) CONTRACTOR shall document the date and time and shall initial the special housing log used by COUNTY when they observe an inmate held in a sobering cell.
- 7) CONTRACTOR shall administer separate treatment protocols for opiate, alcohol, and benzodiazepine withdrawal.
- 8) CONTRACTOR shall provide individual treatment plans and treatment for all persons in custody with a need for drug and/or alcohol detoxification services.

D. Sick Call

- 1) CONTRACTOR shall conduct sick call daily except for weekends and holidays. Sick call shall be conducted in designated areas of the correctional facility, providing the inmate with as much privacy as security concerns may allow.
- 2) CONTRACTOR shall ensure that a physician, family nurse practitioner, physician assistant, or registered nurse shall conduct sick call pursuant to CONTRACTOR's applicable policies and procedures, as well as HCCF Policy and Procedures Manual, Procedure No. H-003. In the event of any conflict in policies and procedures between CONTRACTOR and HCCF, the policies and procedures set forth in HCCF Policy and Procedures Manual, Procedure No. H-003, shall take precedence and shall control, except in situations where it is determined that adherence to the HCCF Policy and Procedures Manual will compromise the health and safety of the inmate. CONTRACTOR shall further ensure that a physician provides consultation to medical staff at least weekly, and as needed on weekends and holidays.
- 3) CONTRACTOR shall schedule inmates requesting sick call as soon as possible and/or as medically indicated.

E. Off-Site Services

- 1) CONTRACTOR shall provide required medical/surgical inpatient hospital care, off-site medical specialty care, off-site medical clinic care, emergency room care, diagnostic services such as laboratory, radiology, etc., which cannot be provided on-site, and other health-related ancillary services for those inmates who have been medically cleared or booked and physically placed in the correctional facility.
- 2) All such care as described in paragraph E(1) above must be approved and referred by CONTRACTOR.

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

F. Inmates Outside The Facilities

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

G. Medication Administration

- 1) CONTRACTOR shall be responsible for administering medications at the FACILITIES.
- 2) During those times when an inmate is transported to court and needs to receive his/her medication, CONTRACTOR shall ensure medication is packaged in a manner allowing COUNTY to deliver the medication to the inmate in compliance with all applicable

regulations.

- 3) Medications shall principally be administered twice daily, on a BID (*bis in die*) regime.
- 4) PRN (*pro re neata*, or as needed) medications shall principally be administered on a BID regime.
- 5) CONTRACTOR shall respond to requests for PRN medications at other times on an emergency basis as medically required.
- 6) CONTRACTOR shall ensure that all pharmaceuticals be used, stored, inventoried, and administered in accordance with all applicable laws, regulations, policies, and procedures.

#### H. Special Medical Diets

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

#### I. Dental Services

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

#### J. Inmate Grievances

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

#### K. Confinement Records

COUNTY shall allow CONTRACTOR personnel access to inmate confinement records or other data only on a need-to-know basis if necessary to further the medical care of the inmate.

CONTRACTOR personnel shall honor any and all COUNTY and HCSO rules and/or establish procedures for safeguarding the confidentiality of such records or data.

#### L. Discharge or Release From Custody

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

iii. At the time of discharge, CONTRACTOR shall fax a list of essential medications to BH-SOC, as well as a list of the essential medications the inmate received while in custody.

iv.

M. CONTRACTOR and COUNTY Behavioral Health Collaboration

- 1) CONTRACTOR refers all cases indicating a need for behavioral health services to Humboldt County Behavioral Health, in accordance with established procedures.
- 2) CONTRACTOR nursing staff notes the behavioral health orders and administers medications as ordered by the behavioral health providers.
- 3) CONTRACTOR is not financially responsible for any lab work ordered by COUNTY Behavioral Health to include the supplying of any tubes, needles, syringes and any other supplies required for the drawing of labs.
- 4) CONTRACTOR is not financially responsible for any offsite examinations ordered by COUNTY Behavioral Health.
- 5) CONTRACTOR is not financially responsible for the purchase of psychotropic drugs prescribed by the Behavioral Health Program Provider.
- 6) CONTRACTOR works cooperatively with behavioral health program staff, participates in regularly scheduled meetings with behavioral health program staff, and freely communicate as necessary for the effective management of inmate patients.

**SPECIFIC SERVICES TO BE PROVIDED AT JH:**

A. Receiving Screening

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

B. Health Inventory and Communicable Disease Screening

- 1) CONTRACTOR shall perform a Health Inventory and Communicable Disease Screening on all minors within 96 hours of initial admission to the detention facility.
- 2) CONTRACTOR shall ensure that a physician, family nurse practitioner, physician assistant, licensed vocational nurse, or registered nurse specifically trained to conduct health appraisals shall complete the Health Inventory and Communicable Disease Screening.
- 3) CONTRACTOR shall ensure that lab tests are performed as medically indicated under NCCHC standards.
- 4) CONTRACTOR shall perform a medical examination on every minor who is admitted to the detention facility following admission, in accordance with CCR Title 15, Article 8, Section 4300.
- 5) CONTRACTOR shall develop a set of procedures for immunizations (measles, mumps, and rubella, etc.) to address the needs of any minors with special healthcare issues.
- 6) CONTRACTOR shall initiate treatment of minors in custody who have been exposed to and/or are presumed to have an infectious disease, scabies, or lice.
- 7) CONTRACTOR shall perform HIV/AIDS screening and diagnostic testing and treatment of minors in custody, who are at high risk for AIDS and/or as is medically indicated.

C. Detoxification from Drugs and/or Alcohol

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

D. Sick Call

- 1) CONTRACTOR shall conduct sick call daily, except for weekends and holidays. Sick call

shall be conducted in designated areas of the detention facility, providing the minor with as much privacy as security concerns allow.

- 2) CONTRACTOR shall ensure that a physician, family nurse practitioner, physician assistant, or registered nurse shall conduct sick call. CONTRACTOR shall further ensure that a physician provide consultation to medical staff at least weekly, and as needed on weekends and holidays.
- 3) CONTRACTOR shall schedule minors requesting sick call as soon as possible and/or as medically indicated.

E. Off-Site Services

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

F. Medication Administration

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

G. Special Medical Diets

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

H. Dental Services

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

I. Grievances By Minors

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

J. Discharge or Release From Custody

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

K. CONTRACTOR and COUNTY Behavioral Health Collaboration

- 1) CONTRACTOR refers all cases indicating a need for behavioral health services to Humboldt County Behavioral Health, in accordance with established procedures.
- 2) CONTRACTOR nursing staff notes the behavioral health orders and administers medications as ordered by the behavioral health providers.
- 3) CONTRACTOR is not financially responsible for any lab work ordered by COUNTY

Behavioral Health to include the supplying of any tubes, needles, syringes and any other supplies required for the drawing of labs.

- 4) CONTRACTOR is not financially responsible for any offsite examinations ordered by COUNTY Behavioral Health.
- 5) CONTRACTOR is not financially responsible for the purchase of psychotropic drugs prescribed by the Behavioral Health Program Provider.
- 6) CONTRACTOR works cooperatively with behavioral health program staff, participates in regularly scheduled meetings with behavioral health program staff, and freely communicate as necessary for the effective management of inmate patients.

**Provision of Medication Assisted Treatment (MAT) Services Facilities in collaboration with BH-SOC:**

- A. CONTRACTOR shall provide and continue Medication Assisted Treatment (MAT), including education and discharge planning services to inmates with an Opioid Use Disorder housed at HCCF, and to collect, monitor and report data.
- B. CONTRACTOR shall provide monthly statistics to BH-SOC which reports shall include the following data points:
- Average daily population
  - Number of intakes
  - Monthly # intakes requiring detox/withdrawal protocol for:
    - Alcohol
    - Opioids
    - Benzodiazepines
    - Methamphetamine
    - Other
  - Monthly # persons withdrawn from methadone
  - Monthly # persons withdrawn from buprenorphine
  - Monthly # persons withdrawn from naltrexone
  - Monthly # persons continued on methadone:
    - Pregnant women
    - Others
  - Monthly # persons continued on buprenorphine:
    - Pregnant women
    - Others
  - Monthly # persons continued on naltrexone
  - Monthly # persons inducted on methadone
  - Monthly # persons inducted on buprenorphine
  - Monthly # persons inducted on naltrexone
  - Monthly # persons given Vivitrol injections
  - Monthly # drug overdoses in jail
  - # units of naloxone provided at release and/or to visitors
- C. CONTRACTOR shall assist BH-SOC in drafting and finalizing any and all grant-related Project Status and Financial Reports required.
- a. CONTRACTOR shall ensure naloxone kits with instructional materials provided by COUNTY are made available to inmates upon release from jail.
  - b. Activities as described above shall not exceed more than one hundred twenty (120) hours a month of the CONTRACTOR's Registered Nurses time.
  - c. CONTRACTOR's onsite Program Manager shall oversee project development, implementation and outcomes of the MAT program.
  - d. CONTRACTOR's onsite Program Manager, or appointed designee, shall attend monthly meetings with BH-SOC staff to review project progress.

**EXHIBIT B**  
**SCHEDULE OF RATES**  
**CALIFORNIA FORENSIC MEDICAL GROUP**  
For Fiscal Years 2021-2022 through 2024-2025

COUNTY shall compensate CONTRACTOR for any and all services provided pursuant to the terms and conditions of this Agreement based on the following maximum rates of compensation:

The maximum Base Amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is four million seven hundred eighteen thousand three hundred thirty seven dollars (\$4,718,337.00) per contract year or three hundred ninety three thousand one hundred ninety four dollars and seventy five cents (\$393,194.75) per month for medical services and a maximum of two hundred seventy eight thousand eight hundred sixty nine dollars (\$278,869) per contract year or twenty three thousand two hundred thirty nine dollars and eight cents (\$23,239.08) per month for MAT services. The maximum amount payable for Contract Year Two (effective 7/1/2023) shall be \$4,954,253.85, or \$412,854.49 per month for medical services, and \$292,812.45, or \$24,401.04 per month for MAT services. The maximum amount payable for Contract Year Three (effective 7/1/2024) shall be \$5,201,966.54, or \$433,497.21 per month for medical services, and \$307,453.07, or \$25,621.09 per month for MAT services.

In addition to the Base Amount, a Per Diem charge of \$5.11 per inmate per day will be imposed when the combined average daily inmate population (ADIP) at HCCF exceeds 444 inmates. Per Diem payments, if any, will be billed separately by CONTRACTOR on a quarterly basis as of March 31st, June 30th, September 30th and December 31st determined by the three (3) previous month's average ADIP.

**EXHIBIT C**  
**STAFFING MATRIX**  
**CALIFORNIA FORENSIC MEDICAL GROUP**  
For Fiscal Years 2021-2022 through 2024-2025

California Forensic Medical Group										
Humboldt County, CA Medical and Dental										
Main Jail										
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE	FAC
<b>Admin &amp; Professional- 8 hour DAY SHIFT</b>										
RN -Health Service Administrator	8	8	8	8	8			40	1.000	All
Mid-Level Provider NP/PA	8	8	8	8	8			40	1.000	All
RN -Director of Nursing	8	8	8	8	8			40	1.000	All
Clerk	8	8	8	8	8			40	1.000	All
Medical Director - Physician			8					8	0.200	All
Dentist*							8	8	0.200	Jail
Dental Assistant*							8	8	0.200	Jail
Medical On-Call	24 hours a day, 7 days a week									All
<b>Nursing Staff- "Floor Nurses"- 12 hour DAY SHIFT</b>										
RN	24	24	24	24	24	24	24	168	4.200	Jail
LVN- Pill pass & Misc	12	12	12	12	12	12	12	84	2.100	Jail
<b>Total Hours/FTE - Days</b>	68	68	76	68	68	36	52	<b>436</b>	<b>6.300</b>	
<b>Night Shift (12hr)</b>										
RN	24	24	24	24	24	24	24	168	4.200	Jail
LVN- Pill pass & Misc	12	12	12	12	12	12	12	84	2.100	Jail
<b>Total Hours/FTE - Days</b>	36	36	36	36	36	36	36	<b>252</b>	<b>6.300</b>	
<b>JRF/NCRF</b>										
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE	
<b>8 hour DAY SHIFT Nursing Staff</b>										
RN	8	8	8	8	8			40	1.000	JH/NCRF
Pill Pass LVN (JRF)						1	1	2	0.050	JH/NCRF
<b>Total Hours/FTE - Day</b>	76	76	84	92	76	36	36	<b>42</b>	<b>1.050</b>	
<b>Evening Shift JRF-8hr</b>										
Pill Pass LVN	1	1	1	1	1	1	1	7	0.175	JH/NCRF
RN										JH/NCRF
<b>Total Hours/FTE - Night</b>	1	1	1	1	1	1	1	<b>7</b>	<b>0.175</b>	
<b>Weekly Total</b>										
<b>GRAND TOTAL HOURS/FTE - WEEKLY</b>								<b>737</b>	<b>18.425</b>	

\* Hours and days to be mutually agreed upon between the parties.

**California Forensic Medical Group**

**Humboldt MAT Program - 25 ADP**

**Day Shift**

<b>POSITION</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thu</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>	<b>Hrs/WK</b>	<b>FTE</b>	<b>Facility</b>
Medical Director			4					4	0.100	Jail
SUD Counselor	8	8	8	8	8			40	1.000	Jail
LVN (med pass)	2	2	2	2	2	2	2	14	0.350	Jail
<b>Total Hours/FTE - Day</b>								<b>58</b>	<b>1.5</b>	
<b>Weekly Total</b>										
<b>TOTAL HOURS/FTE - WEEKLY</b>								<b>58</b>	<b>1.450</b>	

**EXHIBIT D**  
**COUNTY OF HUMBOLDT HIPAA BUSINESS ASSOCIATE AGREEMENT**  
**CALIFORNIA FORENSIC MEDICAL GROUP**  
For Fiscal Years 2021-2022 through 2024-2025

**RECITALS:**

**WHEREAS**, COUNTY, as a “Covered Entity” wishes to disclose certain information to CONTRACTOR, hereafter known as “BUSINESS ASSOCIATE” pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”).

**WHEREAS**, COUNTY and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information and Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

**WHEREAS**, pursuant to HIPAA Regulations, the Privacy Rule and Security Rule (defined below) COUNTY is required to enter into an Agreement containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

**NOW THEREFORE**, the parties hereto mutually agree as follows:

**1. DEFINITIONS:**

- A. Breach.** As used herein, the term “Breach” shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- B. Breach Notification Rule.** As used herein, the term “Breach of Notification Rule” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- C. Business Associate.** As used herein, the term “Business Associate” shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- D. Covered Entity.** As used herein, the term “Covered Entity” shall have the meaning given to such term under the Privacy and Security Rules, including, without limitation, 45 C.F.R. Section 160.103.
- E. Designated Record Set.** As used herein, the term “Designated Record Set” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

- F. **Electronic Protected Health Information.** As used herein, the term “Electronic Protected Health Information” means Protected Health Information that is maintained in or transmitted by electronic media.
- G. **Electronic Health Record.** As used herein, the term “Electronic Health Record” shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- H. **Health Care Operations.** As used herein, the term “Health Care Operations” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- I. **Privacy Rule.** As used herein, the term “Privacy Rule” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- J. **Protected Health Information.** As used herein, the term “Protected Health Information” (“PHI”) means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to the term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- K. **Protected Information.** As used herein, the term “Protected Information” shall mean PHI provided by COUNTY to BUSINESS ASSOCIATE or created, maintained, received, or transmitted by BUSINESS ASSOCIATE on COUNTY’s behalf.
- L. **Security Incident.** As used herein, the term “Security Incident” shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- M. **Security Rule.** As used herein, the term “Security Rule” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- N. **Unsecured PHI.** As used herein, the term “Unsecured PHI” shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. **OBLIGATIONS OF BUSINESS ASSOCIATE:**

- A. **Permitted Uses.** BUSINESS ASSOCIATE shall use Protected Information only for the purpose of performing BUSINESS ASSOCIATE’s obligations under the Agreement and as permitted or required under the Agreement, or as required by law.

Further, BUSINESS ASSOCIATE shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by COUNTY. However, BUSINESS ASSOCIATE may use Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. [45 C.F.R. Sections 164.504(e)(2), 164.504(e)(4)(i)].

- B. Permitted Disclosures.** BUSINESS ASSOCIATE shall disclose Protected Information only for the purpose of performing BUSINESS ASSOCIATE's obligations under the Agreement and as permitted or required under the Agreement, or as required by law. BUSINESS ASSOCIATE shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by COUNTY. However, BUSINESS ASSOCIATE may disclose Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. If BUSINESS ASSOCIATE discloses Protected Information to a third-party, BUSINESS ASSOCIATE must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third-party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third-party, and (ii) a written agreement from such third-party to immediately notify BUSINESS ASSOCIATE of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2.1. of the Agreement, to the extent it has knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].
- C. Prohibited Uses and Disclosures.** BUSINESS ASSOCIATE shall not use or disclose PHI other than as permitted or required by the Agreement, or as required by law. BUSINESS ASSOCIATE shall not use or disclose Protected Information for fundraising or marketing purposes. BUSINESS ASSOCIATE shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for Protected Information, except with prior written consent of COUNTY and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however this prohibition shall not affect payment by COUNTY to BUSINESS ASSOCIATE for services provided pursuant to the Agreement.
- D. Appropriate Safeguards.** BUSINESS ASSOCIATE shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall comply with the policies, procedures and documentation

requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].

- E. Business Associate's Subcontractors and Agents.** BUSINESS ASSOCIATE shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of COUNTY, agree in writing to the same restrictions and conditions that apply to COUNTY with respect to such Protected Information and implement the safeguards required by paragraph 2(D) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- F. Access to Protected Information.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, BUSINESS ASSOCIATE shall make Protected Information maintained by BUSINESS ASSOCIATE or its agents or subcontractors in Designated Record Sets available to COUNTY for inspection and copying within five (5) days of a request by COUNTY to enable COUNTY to fulfill its obligations under California Health and Safety Code Section 123110 and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(e)]. If BUSINESS ASSOCIATE maintains Protected Information in electronic format, BUSINESS ASSOCIATE shall provide such information in electronic format as necessary to enable COUNTY to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.
- G. Amendment of PHI.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, within ten (10) days of a request by COUNTY for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BUSINESS ASSOCIATE and its agents and subcontractors shall make such Protected Information available to COUNTY for amendment and incorporate any such amendment or other documentation to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE must notify COUNTY in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- H. Accounting of Disclosures.** Within ten (10) days of a request by COUNTY for an accounting of disclosures of Protected Information, BUSINESS ASSOCIATE and its agents and subcontractors shall make available to COUNTY the information required to provide an accounting of disclosures to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by COUNTY. BUSINESS ASSOCIATE agrees to implement a process that allows for an accounting to be collected and maintained by BUSINESS ASSOCIATE and its agents and subcontractors for at least six (6) years prior to the

request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BUSINESS ASSOCIATE maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE shall within five (5) days of the request forward it to COUNTY in writing.

- I. Governmental Access to Records.** BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to COUNTY and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BUSINESS ASSOCIATE's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BUSINESS ASSOCIATE shall concurrently provide COUNTY with a copy of any Protected Information and other records provided to the Secretary.
- J. Minimum Necessary.** BUSINESS ASSOCIATES and its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BUSINESS ASSOCIATE understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- K. Data Ownership.** BUSINESS ASSOCIATE understands that BUSINESS ASSOCIATE has no ownership rights with respect to the Protected Information.
- L. Notification of Possible Breach.** BUSINESS ASSOCIATE shall notify COUNTY within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BUSINESS ASSOCIATE or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BUSINESS ASSOCIATE to have been accessed, acquired, used, or disclosed, as well as any other available information that COUNTY is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.1408, at the time of the notification required by this paragraph or

promptly thereafter as information becomes available. BUSINESS ASSOCIATE shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]. Any and all notices required pursuant to the terms and conditions of this provision shall be submitted to COUNTY at the following address:

**COUNTY:** Humboldt County DHHS Compliance and Quality Assurance Office  
Attention: Compliance and Quality Assurance Administrator & Privacy Officer  
507 F Street  
Eureka, California 95501  
(707) 441-5410

- M. Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if BUSINESS ASSOCIATE knows of a pattern or activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement, BUSINESS ASSOCIATE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BUSINESS ASSOCIATE must terminate the Agreement or other arrangement if feasible. BUSINESS ASSOCIATE shall provide written notice to COUNTY of any pattern of activity or practice of a subcontractor or agent that BUSINESS ASSOCIATE believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement within five (5) days of discovery and shall meet with COUNTY to discuss and attempt to resolve the problem as one (1) of the reasonable steps to cure the breach or end the violation.
- N. Audits, Inspection and Enforcement.** Within ten (10) days of a request by COUNTY, BUSINESS ASSOCIATE and its agents and subcontractors shall allow COUNTY or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BUSINESS ASSOCIATE has complied with this Agreement or maintains adequate security safeguards. BUSINESS ASSOCIATE shall notify COUNTY within five (5) days of learning that BUSINESS ASSOCIATE has become the subject of an audit, compliance review, or investigation by the Office for Civil Rights or other state or federal government entity.

### **3. TERMINATION:**

- A. Material Breach.** A breach by BUSINESS ASSOCIATE of any provision of this Agreement, as determined by COUNTY, shall constitute a material breach of the Agreement and shall provide grounds for *immediate* termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

**B. Effect of Termination.** Upon termination of the Agreement for any reason, BUSINESS ASSOCIATE shall, at the option of COUNTY, return or destroy all Protected Information that BUSINESS ASSOCIATE or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by COUNTY, BUSINESS ASSOCIATE shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If COUNTY elects destruction of the PHI, BUSINESS ASSOCIATE shall certify in writing to COUNTY that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

**4. INTERPRETATION:**

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA regulations.