



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
D-11

For the meeting of: October 4, 2016

Date: September 27, 2016

To: Board of Supervisors

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

Subject: Professional Service Agreement with the California Forensic Medical Group (CFMG) for Provision of Healthcare Services at Humboldt County Correctional and Detention Facilities for October 1, 2016 to September 30, 2021.

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves the Professional Services Agreement with CFMG for provision of healthcare services to Humboldt County correctional and detention facilities;
2. Authorizes the Chair of the Board to sign three (3) originals of the Professional Service Agreement;
3. Directs the Clerk of the Board to return two (2) executed originals of the Professional Service Agreement to the Department of Health and Human Services (DHHS) Contract Unit for transmittal to DHHS- Public Health.

SOURCE OF FUNDING:

AB 109 Trust 3741-000-810520
County General Fund

DISCUSSION:

The California Penal Code and Title 15 of the California Code of Regulations – Minimum Standards for

Prepared by Bill Linn, Administrative Analyst II *B* CAO Approval *Cheryl Dillingham*

REVIEW: Auditor MBM County Counsel an Human Resources kw Other _____

TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

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

Ayes *Sundberg, Fennell, Lovelace, Bohn, Bass*

Nays _____

Abstain _____

Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-24;C-7; C15; C-10; C-15; C-8; C-10; C-9

Meeting of: 6/25/2002; 6/17/2003; 6/22/2004; 6/7/2005; 6/13/2006; 6/19/2007; 6/15/2010 ; 6/16/2015; 6/14/16

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

Dated: Oct. 4, 2016

By: *Kathy Hayes*

Kathy Hayes, Clerk of the Board

Local Detention Facilities mandate the county provide for emergency and basic medical services to all inmates and minors held in county correctional and detention facilities. Since 2002, the County has provided these services through a professional services agreement with CFMG. The agreement originally approved by your Board on June 25, 2002 has since been amended by your Board eight (8) times over the past fourteen (14) years, in 2003, 2004, 2005, 2006, 2007, 2010, 2015, and 2016. Currently the agreement is on a 90-day contract extension that ends on September 30, 2016.

Humboldt County has seen significant changes to the jail population with the implementation of Criminal Justice Realignment (AB 109) in 2011. Under realignment, newly-convicted, low-level offenders without current or prior serious or violent offenses stay in county jail to serve their sentence. In addition, prior to realignment parole violators were returned to state prison but most now serve revocation time in county jails.

Through a collaborative effort between CFMG, Humboldt County Sheriff's Office, Humboldt County Probation Department, Humboldt County Juvenile Hall, the County Administrative Office, and the Mental Health, Social Services, and Public Health divisions of the Department of Health and Human Services, systems have been developed to address medical and mental health needs of inmates and minors, as well as ensuring that treatment plans address an individual's needs after release by providing that medically indicated medications are available for those who are released from custody. In addition because AB 109 has increased the length of time that some inmates remain in custody, it has required the county to re-evaluate how health care is delivered to the inmate population.

In 2016, the decision was made by the associated county departments to execute a new Agreement with CFMG to update and clarify the contractual language (which had not changed substantially over the years through the eight amendments), as well as to increase the staffing levels and services provided by CFMG to ensure that the county remains compliant with any and all applicable laws and regulations regarding the provision of healthcare services in the county's correctional and detention facilities. In June, a presentation was made to the Community Corrections Partnership (CCP) Executive Committee requesting funding to assist with costs associated to an increase in medical staffing by 4.2 contracted registered nursing (RN) positions which was approved. These positions will provide for immediate medical evaluation during the booking process and be available for medical oversight of inmates placed in sobering cells as well as assisting in providing continuity of care.

The Professional Services Agreement before your Board today would allow CFMG to provide healthcare services in the Humboldt County Correctional Facility, Juvenile Hall, and North Coast Regional Facility through September 30, 2021. A provision to authorize an annual adjustment to the Base Rate by the percentage of annual increase of the medical index of the Consumer Price Index-All Urban Consumers for the San Francisco-Oakland Region as published by the U.S. Bureau of Labor Statistics is included in the Agreement.

This Agreement comes to your Board after the effective date of the contract due to the County and CFMG's extensive negotiations which only recently concluded in mid-September.

FINANCIAL IMPACT:

On June 15, 2016 the proposed increase to the CFMG agreement was presented to the CCP Executive Committee. This request was made for assistance with the costs associated to increased medical staffing levels at the Humboldt County Correctional Facility, Juvenile Hall, and North Coast Regional Facility. The CCP Executive Committee agreed to support the ongoing increase in the amount of \$652,865. The County General Fund supports the remaining amount of the Agreement.

This Agreement resides in Fund 1100, Budget Unit 490, Inmate/Indigent Medical Services and has been accounted for in the proposed county budget for fiscal year (FY) 2016-17. The total annual cost of the combined agreements with CFMG for FY 2016-17 is \$3,400,735. This accounts for the extended agreement from July 1, 2016 to September 30, 2016 in the amount of \$730,022 and the proposed agreement from October 1, 2016 to June 30, 2017 in the amount of \$2,670,713. The cost of the agreement will be included in the county budget process in future fiscal years.

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

OTHER AGENCY INVOLVEMENT:

Humboldt County Sheriff's Office
Humboldt County Probation Department
Humboldt County Juvenile Hall
Humboldt County DHHS Mental Health Department
Humboldt County DHHS Social Services Department
Community Corrections Partnership Executive Committee

ALTERNATIVES TO STAFF RECOMMENDATIONS:

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

ATTACHMENTS:

1. Professional Services Agreement with CFMG. Three (3) originals.
2. Copy of CFMG Professional Service Agreement and attachments executed on June 25, 2002
3. Copy of the First Amendment executed on June 17, 2003
4. Copy of the Second Amendment executed on June 22, 2004
5. Copy of the Third Amendment executed on June 7, 2005
6. Copy of the Fourth Amendment executed on June 13, 2006
7. Copy of the Fifth Amendment executed on June 19, 2007
8. Copy of the Sixth Amendment executed on June 15, 2010
9. Copy of the Seventh Amendment executed on June 16, 2015
10. Copy of the Eighth Amendment executed on June 14, 2016
11. Certificates of Insurance

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

This Agreement, entered into this 4th day of October, 2016, 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 corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Sheriff's Office, Probation Department, Department of Health and Human Services – Public Health, and County Administrative Office, desires to retain the services of CONTRACTOR to provide professional, medical, dental, and similar health care services and related administrative services for COUNTY's correctional and detention facilities; 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 has represented that it is qualified to perform such services.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services and assistance, CONTRACTOR agrees to fully cooperate with the COUNTY's representative, the Humboldt County Sheriff or his/her authorized designee, hereinafter referred to as "SHERIFF."

2. TERM:

The term of this Agreement shall begin on October 1, 2016 and shall remain in full force and effect through September 30, 2021, unless sooner terminated or modified as provided herein.

3. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately.

B. Without Cause. This Agreement may be terminated by COUNTY without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination.

- C. 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 terminated, 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 of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

A. Maximum Amount Payable.

- 1. For the contractual period of October 1, 2016 through September 30, 2017, the annual maximum Base Amount payable by COUNTY for services rendered by CONTRACTOR, and costs and expenses incurred, is Two Million, Nine Hundred Eight Thousand, Eighty Dollars (\$2,908,080), or Two Hundred Forty-Two Thousand, Three Hundred Forty Dollars (\$242,340) per month.
- 2. Beginning December 1, 2016, in anticipation of CONTRACTOR expanding nursing staff to add a Receiving Nurse on a twenty-four hour, seven-day per week basis to perform the terms and conditions of this Agreement, the annual maximum Base Amount payable by COUNTY for services rendered by CONTRACTOR, and costs and expenses incurred, will be increased to Three Million, Five Hundred Sixty Thousand, Nine Hundred Fifty-Two Dollars (\$3,560,952) or Two Hundred Ninety-Six Thousand, Seven Hundred Forty-Six Dollars (\$296,746) per month. The annual maximum Base Amount will not be increased unless and until CONTRACTOR has satisfactorily added the personnel described above. In the event CONTRACTOR is able to provide the additional personnel prior to December 1, 2016, the monthly Base Amount set forth in Section 4(A)(1) will increase by One Thousand, Seven Hundred Eighty-Nine Dollars (\$1,789) per day.
- 3. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such annual maximum dollar amount. The rates and costs shall be as set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.

- B. Additional Services. Any additional services not otherwise provided for herein, shall not be provided or compensated without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum dollar amount set forth herein shall be the responsibility of the CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum dollar amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, SHERIFF and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final undisputed invoice for payment no more than thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and costs and expenses incurred will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Department of Health and Human Services - Public Health
Attention: Fiscal Division
507 F Street
Eureka, CA 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms 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 4th Street
Eureka, CA 95501

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

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

Humboldt County Administrative Office
Attention: County Administrative Officer
825 5th Street
Eureka, CA 95501

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

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by COUNTY and/or any duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and/or any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

D. Medical Records. CONTRACTOR's obligations regarding the maintenance, security, and custody of medical records are set forth in Exhibit A - Scope of Services and Exhibit E - Business Associate Agreement.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs in order to ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms of this Agreement. CONTRACTOR shall make requested records available within a maximum of five (5) working days of said request when the records are maintained on site at the Humboldt County

Correctional Facility, the Humboldt County Juvenile Hall, or the Northern California Regional Center, and within a minimum of fifteen (15) working days when the records are maintained off site.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: 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 and 10850; California Health & Safety Code Sections 1280.15 and 1280.18; 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, without limitation, 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. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.
- C. HIPAA Compliance. As a condition of CONTRACTOR performing services for COUNTY, CONTRACTOR agrees that it shall abide by the terms, conditions, and obligations set forth in the COUNTY’s HIPAA Business Associate Agreement, which is attached hereto as Exhibit E and incorporated by reference herein.

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

12. 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 gender identity and expression, pregnancy, childbirth and related medical conditions), sexual

orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the 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 Section 51 *et seq.*; California Government Code Section 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 Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2, of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13. DRUG-FREE WORKPLACE:

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

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355, subdivision (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, subdivision (a)(2), a Drug-Free Awareness Program which informs employees about all of the following:
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, subdivision (a)(3), that every employee who provides services hereunder will:
1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and

2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.

D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. 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, liabilities, expenses and costs of any kind or nature, including, without limitation, attorneys' fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's performance of, or failure to comply with, any of the obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

B. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all damages or claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if 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 by CONTRACTOR hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights, unless certificates of insurance or other sufficient 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 provided for herein, CONTRACTOR shall and shall require that all subcontractors take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Best rating of no less than A: VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONTRACTOR, 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) per occurrence for any one incident, including, 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 of not less than One Million Dollars (\$1,000,000) combined single coverage. Such insurance shall include

coverage of specifically described or designated autos as set forth in symbol 7 auto policies.

3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, 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) for each occurrence (Five Million Dollars (\$5,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. 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, 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, 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 loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "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 provisions 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 insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this 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 provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, 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 or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to and approved by COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to 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 aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attn: Risk Management
825 5th Street, Room 131
Eureka, CA 95501

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

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two (2) independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, 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, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees, and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with all local, state and/or federal laws, regulations, policies and procedures applicable to the services covered by this Agreement. CONTRACTOR further agrees to comply with all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms 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 is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

20. 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.

21. ASSIGNMENT:

CONTRACTOR shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY'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 CONTRACTOR to obtain supplies, technical support or professional services.

22. 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 assigns.

23. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement 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 or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

24. 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.

25. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement 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.

26. 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.

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this Agreement prepared by and/or submitted by CONTRACTOR shall become the property of COUNTY. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents to COUNTY without exception or reservation.

28. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement 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.

29. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media (television, radio, newspapers and internet). CONTRACTOR shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place, and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to SHERIFF.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts will be subject to all applicable provisions of this Agreement. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts whether approved by COUNTY or not.

31. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including 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, "prevailing party" means the party who dismisses an action or proceeding 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.

32. SURVIVAL:

The duties and obligations of the parties set forth in Section 3(D) – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

33. 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 Sections 1 through 38 of this Agreement, Sections 1 through 38 of this Agreement shall have priority.

34. 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 party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

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

36. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, 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.

37. 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 its

entirety any and all prior agreements, promises, representations, understandings and negotiations, 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.

38. 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.

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

CALIFORNIA FORENSIC MEDICAL GROUP

By: 

Date: 9/23/16

Name: DONALD MYLL

Title: CFO

By: 

Date: 9/23/16

Name: RAYMOND HERON MD

Title: CHAIRMAN

COUNTY OF HUMBOLDT

By: 

Date: 10-2-16

Mark Lovelace
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 

Date: 9/27/16

Risk Management

EXHIBIT A

SCOPE OF SERVICES

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

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

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

CONTRACTOR’S RESPONSIBILITIES AS A DESIGNATED HEALTH AUTHORITY:

A. Health Care Services

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

implementation, modification, and continuation of any and all health care programs for the FACILITIES. "Modification" is defined as any alteration in an existing service or program that does not require staffing modifications, funding, or facilities.

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

B. Personnel Requirements

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

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

C. Staffing Hours

- 1) CONTRACTOR shall maintain the staffing pattern, hours, and availability described in Exhibit C as the minimum staffing level. The minimum staffing level shall not be considered proof that CONTRACTOR's level of staffing is, in fact, adequate to meet the actual medical staffing needs of the FACILITIES. The minimum staffing level maintained by CONTRACTOR shall ensure that the FACILITIES have 24-hour medical coverage and/or medical personnel available at the FACILITIES at all times.
- 2) Notwithstanding the minimum staffing level, it is the responsibility of the CONTRACTOR to supply adequate staff and other resources necessary to provide medical services at the FACILITIES in accordance with all federal, state, and local laws and regulations, as well as IMQ standards. Any significant change in law that affects the cost of providing services may require re-negotiation of the Agreement, and CONTRACTOR agrees to cooperate with COUNTY to amend the Agreement as necessary to ensure ongoing compliance with all applicable local, state, and federal laws and regulations.
- 3) It is incumbent upon CONTRACTOR to promptly report to COUNTY any issues which may or does affect CONTRACTOR's ability to meet the minimum staffing level required in Exhibit C. In any month in which CONTRACTOR does not meet the minimum staffing level and fails to provide adequate and qualified staff members at the staffing levels established hereunder, CONTRACTOR shall be assessed a daily penalty for each medical personnel position that was under-staffed or staffed with an unqualified person, as set forth in Exhibit D.
- 4) CONTRACTOR shall be responsible for keeping time and attendance accountability records of its personnel and provide appropriate records to COUNTY upon demand.

D. Training

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

E. Quality Assurance Program and Reviews

- 1) CONTRACTOR shall maintain a comprehensive quality assurance plan.
- 2) CONTRACTOR shall provide COUNTY with a copy of said comprehensive quality assurance plan and any updates or revisions to the same. The comprehensive quality

assurance plan will be adopted with the mutual concurrence of CONTRACTOR and COUNTY on an annual basis.

- 3) CONTRACTOR shall provide COUNTY with a monthly statistical report prepared in a format prescribed by the COUNTY's Health Officer or designee, which includes health care activities, occurring both inside and outside the facility. This report shall summarize service by type and place performed. This report shall also include cost data for both in-patient and out-patient service, the status of any third-party cost recoveries, and actual number of staff hours to determine compliance with minimum staffing levels in Exhibit C.
- 4) CONTRACTOR shall confer regularly with the designated representatives of COUNTY concerning existing health-related procedures within the FACILITIES, any proposed changes in health-related procedures, and any other matter which either party deems appropriate.
- 5) CONTRACTOR shall, at least quarterly, provide an adequate Quality Assurance Review Meeting to assess, monitor, and improve, where possible, the care provided by CONTRACTOR's medical and dental staff at the FACILITIES. An adequate meeting shall, at a minimum, include CONTRACTOR's on-site Medical Director, CONTRACTOR's on-site medical and dental staff, the COUNTY's Health Officer, and one representative each from Adult System of Care, Children's System of Care, the Department of Health and Human Services – Public Health, Sheriff's Office, and Probation Department. Additionally, at least annually, a dentist provided by CONTRACTOR and a psychiatrist provided by the COUNTY shall attend. A written summary of each quarterly meeting shall be distributed to each member of the Quality Assurance Review Meeting. CONTRACTOR shall record this written summary and ensure a copy is delivered to COUNTY; however, individual medical peer review audits shall be distributed to medical personnel members only. In the event that a Quality Assurance Review Meeting does not meet the quarterly attendance requirements, another meeting will be scheduled and properly attended within thirty (30) days. In all cases, CONTRACTOR shall organize these meetings and COUNTY shall provide the meeting room.
- 6) A copy of all written audits, findings, corrective action plans, and summaries prepared by CONTRACTOR shall be provided to the COUNTY in a timely manner.
- 7) As set forth in Section 8 of the Agreement governing record retention and inspection, CONTRACTOR shall make all records reasonably required by the COUNTY to verify and monitor compliance with the terms of this Agreement.
 - a. Where a review of the medical records reveals that CONTRACTOR has failed to maintain a 90% compliance rate in completion of the histories and physicals for those inmates who are required to have such histories and physicals and who were reasonably available at the time that such medical services were due to have been completed for a one (1) calendar month period, a penalty of \$100 per inmate or minor who was not successfully assessed shall apply, except when beyond the control of CONTRACTOR.
 - b. Where sick call, as conducted during Monday through Friday has not been conducted, except for situations where the failure to conduct such sick call

is beyond the control of the CONTRACTOR, the penalty of \$300 per normal sick call day per facility shall apply.

- c. Where CONTRACTOR fails to conduct regularly scheduled medication administration rounds (for medications prescribed by a licensed physician or dentist under contract to CONTRACTOR) to inmates and minors covered by this Agreement, the COUNTY may apply a penalty of \$300 per missed round per facility, but only after providing CONTRACTOR an opportunity to discuss with COUNTY the reason for the missed shift. Thereafter, COUNTY, in its sole discretion, shall determine whether a penalty is warranted.

F. IMQ Accreditation

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

G. Provision of Equipment and Equipment Security

- 1) COUNTY will provide the space, housekeeping, fixtures, utilities, telephone, security, and other similar items necessary for the efficient operation of the health care system in the FACILITIES.
- 2) CONTRACTOR shall be responsible for the purchase and provision of required pharmaceuticals, medical supplies, instruments, equipment, and medical record supplies to be used at the FACILITIES, including but not limited to medicines, drugs, dressings, instruments, gloves, and medical/dental personnel wearing apparel.
- 3) CONTRACTOR shall be responsible for purchasing required laboratory services and x-ray services to be used at the FACILITIES.

- 4) CONTRACTOR shall provide its own computers and internet, excepting network connections required to connect with the certain management systems which will be provided by COUNTY.
- 5) CONTRACTOR shall maintain all medical and office equipment, regardless of ownership, that is used for the performance of this Agreement.
- 6) CONTRACTOR is authorized to use the medical and other equipment of COUNTY currently on the premises. CONTRACTOR agrees to safeguard said equipment and all property of the COUNTY. Said equipment is to be used only by those trained and qualified in its use. CONTRACTOR will be held responsible for damage to or loss of equipment and shall reimburse COUNTY for all losses resulting from the negligent or careless use of said equipment or other COUNTY property or facilities by CONTRACTOR personnel.

H. Medical Records

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

- 8) CONTRACTOR shall ensure that its staff documents all health care contacts in the inmate's or minor's medical record using the Problem Oriented Medical Record format.
- 9) Upon COUNTY's request, CONTRACTOR shall assist COUNTY in transitioning all traditional paper medical files to an electronic medical record system.

I. Reporting Requirements

- 1) CONTRACTOR shall prepare a monthly statistical report in a format acceptable to COUNTY, which includes health care activities occurring both inside and outside of the FACILITIES. This report shall summarize service by type and place performed, work hours by classification, and include the status of any third-party cost recoveries. The monthly statistical report shall be delivered to the COUNTY by the tenth (10th) day of the following month.
- 2) CONTRACTOR shall provide COUNTY a report that is consistent with the information required for the daily jail rate report. This report shall separate routine from non-routine medical services, in a format acceptable to COUNTY and State. The information provided by CONTRACTOR shall be sufficient to allow COUNTY to successfully claim reimbursements from the State of California for related services, and to bill individuals, if appropriate. CONTRACTOR shall submit this report to COUNTY by December 31st for the preceding fiscal year.
- 3) CONTRACTOR shall be responsible for ensuring that its staff reports any problems and/or incidents to COUNTY as required by this Agreement.

J. Medical Waste Management

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

K. Participation in Administrative or Legal Proceedings

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

shall affect the parties' respective obligations regarding indemnification, defense, and hold harmless, as described in Section 14 of the Agreement.

L. Third-Party Funds

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

M. Transition Assistance

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

SPECIFIC SERVICES TO BE PROVIDED AT HCCF:

A. Receiving Screening

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

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

B. Health Inventory and Communicable Disease Screening

- 1) CONTRACTOR shall perform a Health Inventory and Communicable Disease Screening on all inmates within fourteen (14) days of incarceration.
- 2) CONTRACTOR shall ensure that a physician, family nurse practitioner, physician assistant, licensed vocational nurse, or registered nurse specifically trained to conduct health appraisals shall complete the Health Inventory and Communicable Disease Screening.
- 3) CONTRACTOR shall ensure that lab tests are performed as medically indicated under IMQ standards.
- 4) CONTRACTOR shall develop a set of procedures for immunizations (measles, mumps, rubella, etc.) to address the needs of any special inmate populations.
- 5) CONTRACTOR shall initiate treatment of persons in custody who have been exposed to and/or are presumed to have an infectious disease, scabies, or lice.
- 6) CONTRACTOR shall perform HIV/AIDS screening and diagnostic testing and treatment of persons in custody, who are at high risk for AIDS and/or as is medically indicated.

C. Detoxification from Drugs and/or Alcohol

- 1) CONTRACTOR shall ensure that detoxification services are performed at the direction of and under the supervision of qualified medical personnel.
- 2) CONTRACTOR shall assess each inmate upon intake to determine if an inmate is intoxicated and/or suffering from withdrawal or at high risk of withdrawal.
- 3) CONTRACTOR, and not COUNTY, shall determine if it is medically appropriate for an inmate to be placed in a sobering cell and determine when an inmate shall be transferred to the hospital to be treated for possible or actual withdrawal.
- 4) CONTRACTOR shall monitor inmates placed in sobering cells using the Clinical Institute Withdrawal Assessment for Alcohol ("CIWA") protocol or equivalent validated monitoring protocol. Inmates shall receive pharmacological treatment as indicated and be appropriately housed based on their clinical conditions.
- 5) CONTRACTOR shall, along with the correctional deputy, conduct regular observations of inmates who have been placed in sobering cells. HCSO staff shall conduct regular observations of inmates who have been placed in sobering cells twice every 30 minutes, pursuant to HCCF Policy and Procedures Manual, Procedure No. B-007. CONTRACTOR's medical staff, accompanied by the correctional deputy, shall conduct regular observations of inmates who have been placed in sobering cells once every hour.

If CONTRACTOR, as a result of the observation, determines that further evaluation, monitoring, or treatment of an inmate in a sobering cell is needed, CONTRACTOR shall coordinate with HCSO staff to ensure that the appropriate monitoring, evaluation, and treatment is rendered to the inmate.

- 6) CONTRACTOR shall document the date and time and shall initial the special housing log used by COUNTY when they observe an inmate held in a sobering cell.
- 7) CONTRACTOR shall administer separate treatment protocols for opiate, alcohol, and benzodiazepine withdrawal.
- 8) CONTRACTOR shall provide individual treatment plans and treatment for all persons in custody with a need for drug and/or alcohol detoxification services.

D. Sick Call

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

E. Off-Site Services

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

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

F. Inmates Outside The Facilities

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

G. Medication Administration

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

- 6) CONTRACTOR shall ensure that all pharmaceuticals be used, stored, inventoried, and administered in accordance with all applicable laws, regulations, policies, and procedures.

H. Special Medical Diets

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

I. Dental Services

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

J. Inmate Grievances

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

K. Confinement Records

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

L. Discharge or Release From Custody

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

SPECIFIC SERVICES TO BE PROVIDED AT JH:

A. Receiving Screening

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

B. Health Inventory and Communicable Disease Screening

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

C. Detoxification from Drugs and/or Alcohol

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

D. Sick Call

- 1) CONTRACTOR shall conduct sick call daily, except for weekends and holidays. Sick call shall be conducted in designated areas of the detention facility, providing the minor with as much privacy as security concerns allow.

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

E. Off-Site Services

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

F. Medication Administration

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

G. Special Medical Diets

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

H. Dental Services

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

I. Grievances By Minors

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

J. Discharge or Release From Custody

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

EXHIBIT B

SCHEDULES OF RATES

For the contractual term period of October 1, 2016 to September 30, 2017, the annual maximum Base Amount payable by COUNTY for services rendered by CONTRACTOR, and costs and expenses incurred, is Two Million, Nine Hundred Eight Thousand, Eighty Dollars (2,908,080), or Two Hundred Forty-Two Thousand Three, Hundred Forty Dollars (\$242,340) per month.

Beginning December 1, 2016, in anticipation of CONTRACTOR expanding nursing staff to add a Receiving Nurse on a twenty-four hour, seven-day per week basis, the annual maximum Base Amount payable by COUNTY for services rendered by CONTRACTOR, and costs and expenses incurred, will increase to Three Million, Five Hundred Sixty Thousand, Nine Hundred Fifty-Two Dollars (\$3,560,952), or Two Hundred Ninety-Six Thousand, Seven Hundred Forty-Six Dollars (\$296,746) per month. The annual maximum Base Amount will not be increased unless and until CONTRACTOR has satisfactorily added the personnel described above.

In the event CONTRACTOR is able to provide the additional personnel prior to December 1, 2016, the monthly Base Amount of Two Hundred Forty-Two Thousand, Three Hundred Forty Dollars (\$242,340) will increase by One Thousand, Seven Hundred Eighty-Nine Dollars (\$1,789) per day. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such annual maximum dollar base amount.

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.

The Base Amount will be adjusted annually on the anniversary of the initial contract term by an annual price adjustment based upon the percentage change in the annual Consumer Price Index (CPI), for All Urban Consumers, Western Urban Region, Medical Care, as determined on the last day of February. This Agreement shall be promptly amended to reflect any such price adjustment.

EXHIBIT C

HUMBOLDT COUNTY MINIMUM STAFFING LEVELS

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

HUMBOLDT COUNTY, CA STAFFING PATTERN
ADIP 444
 October 1, 2016

POSITION	S	M	T	W	T	F	S	HRS	FTE	FAC
Program Manager		8-4	8-4	8-4	8-4	8-4		40	1.0	All
P.A./F.N.P.		8-4	8-4	8-4	8-4	8-4		40	1.0	All
Receiving RN	8-4	8-4	8-4	8-4	8-4	8-4	8-4	56	1.4	HCCF
Charge RN		8-4	8-4	1-9	1-9			32	0.8	All
L.V.N.	8-4	8-4	8-4	8-4	8-4	8-4	8-4	56	1.4	HCCF
Pill Pass L.V.N.	a.m.						a.m.	4	0.1	JH/RF
Clerk		7-3	7-3	7-3	7-3	7-3		40	1.0	All
R.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	HCCF
Receiving RN	4-12	4-12	4-12	4-12	4-12	4-12	4-12	56	1.4	HCCF
L.V.N.	4-12	4-12	4-12	4-12	4-12	4-12	4-12	56	1.4	HCCF
Pill Pass L.V.N.	p.m.	p.m.	p.m.	p.m.	p.m.	p.m.	p.m.	14	0.4	JH/RF
L.V.N.	12-8	12-8	12-8	12-8	12-8	12-8	12-8	56	1.4	HCCF
R.N.	12-8	12-8	12-8	12-8	12-8	12-8	12-8	56	1.4	HCCF
Receiving RN	12-8	12-8	12-8	12-8	12-8	12-8	12-8	56	1.4	HCCF
R.N.		8-2	8-2	8-2	8-4	8-2		32	0.8	JH
R.N.	8 hours per week							8	0.2	RF
Nursing Relief/OT/Training								125	3.1	All

Medical Director/Physician	8 hours per week To Be Determined	8	0.2	All
Dentist	8 hours per week To Be Determined	8	0.2	HCCF
Dental Assistant	8 hours per week To Be Determined	8	0.2	HCCF
Medical On-Call	24 hours a day, 7 days a week			All

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

Days	7-3, 8-4, 8-2
Evenings	4-12
Nights	12-8

PA = Physician Assistant

HCCF = Humboldt County Correctional Facility

FNP = Family Nurse Practitioner

JH = Humboldt County Juvenile Hall

L.V.N. = License Vocational Nurse

RF = Northern California Regional Facility

R.N. = Registered Nurse

EXHIBIT D

PENALTIES FOR FAILURE TO COMPLY WITH MINIMUM STAFFING LEVELS

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

Positions subject to the penalty assessment include:

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

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

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

EXHIBIT E
COUNTY OF HUMBOLDT
HIPAA BUSINESS ASSOCIATE AGREEMENT

Recitals:

- A. COUNTY, as a “Covered Entity” (defined below) wishes to disclose certain information to CONTRACTOR, hereafter known as the “BUSINESS ASSOCIATE” (defined below) pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. 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.
- C. As part of the HIPAA Regulations, the Privacy Rule and Security Rule (defined below) requires COUNTY 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.

The parties agree as follows:

1. Definitions

- a. **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** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- c. **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** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- e. **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** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **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** 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** 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 or 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** 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** 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** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- n. **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 obtained 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 state law [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 provide COUNTY a copy of any Protected Information and other documents and records that BUSINESS ASSOCIATE provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. **Minimum Necessary.** BUSINESS ASSOCIATES, 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 164.408, 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)].
- 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 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 complaint 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.

HUMBOLDT COUNTY INMATE MEDICAL SERVICES CONTRACT

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

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

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

1. CORPORATE ENTITY

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

2. TERM

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

3. LICENSES AND SERVICES

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

HUMBOLDT COUNTY INMATE MEDICAL SERVICES CONTRACT

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

4. LOCATION OF FACILITIES/SERVICES

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

5. TRANSITION

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

6. CONTRACTOR RESPONSIBILITIES FOR INMATES AND SERVICES

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

HUMBOLDT COUNTY/INMATE MEDICAL SERVICES CONTRACT

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

7. JAIL SECURITY

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

8. COUNTY HEALTH FACILITIES

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

HUMBOLDT COUNTY INMATE MEDICAL SERVICES CONTRACT

9. INMATES OUTSIDE THE FACILITIES

Health care services to be provided by CONTRACTOR are intended only for those inmates in the actual physical custody of the HCSO, including inmates in the Facilities and inmates under guard and/or HCSO jurisdiction in outside hospitals. Such inmates shall be included in the daily population count.

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

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

Inmates in the custody of other police or penal jurisdictions accepted for housing by either facility are included in the population count and are the responsibility of CONTRACTOR for the furnishing or payment of health care services.

10. CMA ACCREDITATION

CONTRACTOR shall obtain California Medical Association (CMA) accreditation by July 1, 2003 for both Facilities and thereafter maintain such accreditation during the term of this agreement. Application shall be made at such time as mutually agreed upon by the parties. Any fees required by CMA to be paid in connection with obtaining accreditation shall be paid by CONTRACTOR.

With respect to each Facility, CONTRACTOR shall comply with all applicable CMA standards and shall cooperate with and assist County in meeting its responsibilities in the effort to obtain accreditation. County shall make all reasonable effort to cooperate with CONTRACTOR in obtaining accreditation. If either Facility fails to receive accreditation within one year because of CONTRACTOR'S failure to comply with CMA standards for which it is responsible, CONTRACTOR shall pay to County the sum of six thousand dollars (\$6,000.00) for each facility not accredited. This penalty is due within 30 days after the receipt of notice by the County. For each subsequent month past one year, the penalty per month shall be \$600 per month, due and payable within 30 days of notification.

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

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

11. MEDICAL AND CONFINEMENT RECORDS

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

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

- a) A monthly statistical report prepared in a format prescribed by the Health Administrator or designee which includes health care activities, occurring both inside and out of the facility. This report shall summarize service by type and place performed. This report shall also include cost data for both in-patient and out-patient service, the status of any third-party cost recoveries, and actual number of staff hours to determine compliance with staffing levels in Attachment B.

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

HUMBOLDT COUNTY INMATE MEDICAL SERVICES CONTRACT

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

- b) CONTRACTOR shall confer regularly with the designated representatives of the County concerning existing health-related procedures within the Facilities, any proposed changes in health-related procedures and any other matter which either party deems appropriate.
- c) The designated County representatives for liaison with CONTRACTOR shall be the Health Officer and the Contract Monitor as set forth below.
- d) The Health Department shall select a Contract Monitor who shall be responsible for monitoring compliance with all provisions of this Agreement. CONTRACTOR shall make available upon request all records reasonably required by the County to verify services delivery compliance with this Agreement. Such records will be made available within a maximum of five (5) working days of said request when the records are maintained on site at the Facilities and within a maximum of fifteen (15) working days when they are maintained off site.
- e) The penalties authorized herein are limited to the following situations:
 1. Where a review of the medical records reveals that CONTRACTOR has failed to maintain a 90% compliance rate in completion of the histories and physicals for those inmates who are required to have such histories and physicals and who were reasonably available at the time that such medical services were due to have been completed for a one calendar month period, penalty of \$20 per inmate who was not successfully assessed, except when beyond the control of CONTRACTOR.
 2. Where sick call, as conducted during Monday through Friday has not been conducted, except for situations where the failure to conduct such sick call is beyond the control of the Contractor, the penalty of \$150 per normal sick call day.
 3. Where CONTRACTOR fails to conduct regularly scheduled medication administration rounds (for medications prescribed by a licensed physician or dentist under contract to CONTRACTOR) to the general inmate population covered by this Agreement, the penalty of \$150 per missed round.

13. STAFFING

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

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

14. EQUAL EMPLOYMENT OPPORTUNITY

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

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

15. PERSONNEL

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

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

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

HUMBOLDT COUNTY INMATE MEDICAL SERVICES CONTRACT

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

HUMBOLDT COUNTY INMATE MEDICAL SERVICES CONTRACT

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

16. **COUNTY TO PROVIDE OFFICE SPACE**

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

17. **TRANSPORTATION**

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

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

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

19. **EQUIPMENT**

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

20. **EQUIPMENT SECURITY**

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

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HUMBOLDT COUNTY INMATE MEDICAL SERVICES CONTRACT

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

21. SUB-CONTRACTS

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

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

22. THIRD PARTY BENEFICIARIES

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

23. PUBLICATION

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

24. PAYMENTS TO CONTRACTOR

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

HUMBOLDT COUNTY/INMATE MEDICAL SERVICES CONTRACT

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

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

25. PAYMENT LIMITATIONS ON CATASTROPHIC ACCIDENT OR ILLNESS

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

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

26. INSURANCE REQUIREMENTS

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

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

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HUMBOLDT COUNTY INMATE MEDICAL SERVICES CONTRACT

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

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

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

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

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

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

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

27. HOLD HARMLESS CLAUSE

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

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

28. TERMINATION OF AGREEMENT

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

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

HUMBOLDT COUNTY INMATE MEDICAL SERVICES CONTRACT

c) Lack of Funds. Notwithstanding any other provisions of this Agreement, the county may terminate this Agreement without penalty by giving CONTRACTOR not less than forty-five (45) days written notice documenting that funding for the fulfillment of this Agreement is insufficient or not forthcoming through the failure of the County to appropriate such funding, or discontinuance or material alteration of the program under which funding is provided occurs.

d) Bankruptcy. Should a petition in bankruptcy be filed with respect to CONTRACTOR, whether voluntary or involuntary, the same shall at County's option constitute cause for termination of this Agreement.

29. AUDIT PROVISIONS

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

30. WARRANTY AGAINST CONTINGENT FEES

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

31. ASSIGNMENT

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

HUMBOLDT COUNTY INMATE MEDICAL SERVICES CONTRACT

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

32. NOTICES AND COMMUNICATIONS

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

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

and

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

and

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

and

County Administrator
825 Fifth Street
Eureka, CA 95501

To CONTRACTOR:

33. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

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

34. APPLICABLE LAW

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

HUMBOLDT COUNTY INMATE MEDICAL SERVICES CONTRACT

35. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

36. COMPLIANCE WITH ALL LAWS

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

37. SEPARATE AND DISTINCT CONDITIONS

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

38. FINAL AGREEMENT OF THE PARTIES

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

39. AMENDMENT TO THIS CONTRACT

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

40. PERFORMANCE BOND

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

41. AMERICANS WITH DISABILITIES ACT

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

ORIGINAL

HUMBOLDT COUNTY INMATE MEDICAL SERVICES CONTRACT

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

COUNTY OF HUMBOLDT

By Donna Geely
Chairperson of the Board of Supervisors

Dated: **JUN 25 2012**

Approved as to form:

[Signature]
Tamera Falor, County Counsel

Dated:

Insurance certificates reviewed and approved:

[Signature]
Kim Kerr, Risk Manager/Deputy CAO

CONTRACTOR (2 signatures required)

By Don Stewart Title U.P. FINANCE
By Chaise Husted Title U.P. Operations/Personnel

Dated:

Approved as to form:

I hereby certify under penalty of perjury that the Chairperson of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Humboldt by a majority vote of the Board on **JUN 25 2012**; and that a copy has been delivered to the Chairperson as provided by Government Code Section 25103.

Dated: **JUN 25 2012**

[Signature]
LORA CANZONERI
Clerk of the Board

SCOPE OF WORK

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

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

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

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

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

Humboldt County/Inmate Medical Services - Attachment A

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

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

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

1. Qualified health trained personnel shall act upon all complaints with referrals to qualified health care personnel as required;
2. The responsible physician shall determine the appropriate triage mechanism to be utilized for specific categories of complaints. Screening of these complaints shall be made by the highest available level of attending professional staff.

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

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

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

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

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

Humboldt County/Inmate Medical Services - Attachment A

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

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

Humboldt County/Inmate Medical Services - Attachment A

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

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

Humboldt County/Inmate Medical Services - Attachment A

- Complete necessary charting and notes for health care records.

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

GENERAL SPECIFICATION

A. Standards

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

B. Administrative

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

Humboldt County/Inmate Medical Services - Attachment A

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

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

Humboldt County/Inmate Medical Services – Attachment A

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

6. The CONTRACTOR shall be responsible for all medical cost from the time a detainee is accepted for processing (booking) and placed within the facilities.

7. In the event of an emergency, the CONTRACTOR shall provide and pay for all emergency care, emergency transportation, and referrals to appropriate hospitals and physicians.

C. **Quality Assurance/Action Program**

1. The CONTRACTOR shall provide in-service medical education programs for HCCF, JH, and NCTF staff and the CONTRACTOR's personnel, sufficient to meet the requirements for accreditation by the California Medical Association and Title 15 of the California Code of regulations. Topics should include, at a minimum: First Aid, CPR, inmate and staff suicide prevention, receiving pre-booking screening training.

2. The CONTRACTOR shall maintain personnel files in the health care unit on contractual personnel to contain current licenses or certification and Proof of Insurance, which will be made available to selected County Health and Sheriff officials upon request.

3. The CONTRACTOR shall institute a quality assurance program which may include but may not be limited to: audit and medical chart review procedures by an independent party.

4. Periodic meetings (at least once per month), shall be held between the County officials, facility staff, and appropriate contractual personnel to review significant issues and changes and to provide feedback relative to the Quality Assurance/Action Program so that any deficiencies or recommendations may be acted upon. Also, when requested by the County, the CONTRACTOR will provide appropriate personnel to participate in department meetings.

5. The CONTRACTOR will participate and cooperate during inspections and the annual PEER review.

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

Humboldt County/Inmate Medical Services -- Attachment A

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

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

HUMBOLDT COUNTY BASE STAFFING PATTERN

POSITION	S	M	T	W	T	F	S	HRS	FTE	FAC
Program Manager		8-4	8-4	8-4	8-4	8-4		40	1.0	All
P.A./F.N.P.		8-4	8-4	8-4	8-4	8-4		40	1.0	All
L.V.N.	8-4	8-4	8-4	8-4	8-4	8-4	8-4	56	1.4	Jail
Pill Pass L.V.N.	a.m.						a.m.	4	.1	JH/NCRF
Clerk		7-3	7-3	7-3	7-3	7-3		40	1.0	All
R.N.	4-12	4-12	4-12	4-12	4-12	4-12	4-12	56	1.4	Jail
L.V.N.	4-12	4-12	4-12	4-12	4-12	4-12	4-12	56	1.4	Jail
Pill Pass L.V.N.	p.m.	p.m.	p.m.	p.m.	p.m.	p.m.	p.m.	14	.35	JH/NCRF
L.V.N.	12-8	12-8	12-8	12-8	12-8	12-8	12-8	56	1.4	Jail
R.N.	12-8	12-8	12-8	12-8	12-8	12-8	12-8	56	1.4	Jail
R.N.		8-2	8-2	8-2	8-4	8-2		32	0.8	Juvenile Hall
R.N.	8 Hours Per Week							8	0.2	NCRF
Nursing Relief/OT/Training								92	2.29	All
Medical Director/ Physician	8 Hours Per Week To Be Determined							8	0.2	All
Dentist	8 Hours Per Week To Be Determined							8	.2	Jail
Dental Assistant	8 Hours Per Week To Be Determined							8	.2	Jail
Medical On-Call	24 Hours a Day, 7 Days Per Week									All

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

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

ATTACHMENT C

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

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

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

**FIRST AMENDMENT
Humboldt County/CFMG Contract**

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

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

NOW THEREFORE, the parties agree as follows:

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

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

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

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

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

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

(SEAL)
ATTEST:

Lora Canzoneri
Clerk of the Board of Supervisors

Lora Canzoneri
June 18, 2003
Approved as to form:

By: _____
County Counsel

Insurance Certificates approved:

By Kimberly A. Ke...
Risk Manager

COUNTY OF HUMBOLDT

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

CALIFORNIA FORENSIC MEDICAL GROUP

By Don Neubelt

Title V.P. Finance

By [Signature]

Title Recipient

**SECOND AMENDMENT
Humboldt County/CFMG Contract**

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

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

NOW THEREFORE, the parties agree as follows:

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

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

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

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

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

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

COUNTY OF HUMBOLDT

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

(SEAL)
ATTEST:

Lora Canzoneri
Clerk of the Board of Supervisors

CALIFORNIA FORENSIC MEDICAL GROUP

[Signature]
JUN 22 2004
Approved as to form:

By [Signature]

Title V.P. Finance

By: [Signature]
County Counsel

By [Signature]

Title VP, Operations/Personnel

Insurance Certificates approved:

By [Signature]
Risk Manager

**THIRD AMENDMENT
Humboldt County/CFMG Contract**

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

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

NOW THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

ORIGINAL

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

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

COUNTY OF HUMBOLDT

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

(SEAL)
ATTEST:

Lora Canzoneri
Clerk of the Board of Supervisors

Lora Canzoneri

Approved as to form: JUN - 7 2005

By: [Signature]
County Counsel

Insurance Certificates approved:

By Kimberly A. Hill
Risk Manager

CALIFORNIA FORENSIC MEDICAL GROUP

By Don Husted

Title V.P. Finance

By Clare Husted

Title VP, Operations/Personnel

**FOURTH AMENDMENT
Humboldt County/CFMG Contract**

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

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

NOW THEREFORE, the parties agree as follows:

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

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

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

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

COUNTY OF HUMBOLDT

By

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

(SEAL)
ATTEST:

Lora Canzoneri
Clerk of the Board of Supervisors

[Signature]

Approved as to form:

By: [Signature]
County Counsel

Insurance Certificates approved:

By: [Signature]
Risk Manager

CALIFORNIA FORENSIC MEDICAL GROUP

By [Signature]

Title V.P., Finance

By [Signature]

Title President/Chief Director

**FIFTH AMENDMENT
Humboldt County/CFMG Contract**

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

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

NOW THEREFORE, the parties agree as follows:

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

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

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

In consideration for the services provided at HCCF, JH and NCTF and described herein, County shall pay CFMG the base amount of \$2,171,999 for the period of July 1, 2007 to June 30, 2008. The monthly payment shall be \$180,925.

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

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

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

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

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

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

ORIGINAL

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

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

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

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

COUNTY OF HUMBOLDT

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

(SEAL)
ATTEST:

Kathy Hayes
Clerk of the Board of Supervisors

By Y. J. Turner

Approved as to form:

By [Signature]
County Counsel

CALIFORNIA FORENSIC MEDICAL GROUP

By D. Hunkell

Title U. P. Finance

By W. [Signature]

Title President / Act. Director

Insurance Certificates approved:

By Kimberly [Signature]
Risk Manager

SIXTH AMENDMENT Humboldt County/CFMG Contract

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

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

NOW THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF HUMBOLDT

By *Cap Anderson*
Chair, Board of Supervisors
of Humboldt County, California

(SEAL)
ATTEST:

Kathy Hayes
Clerk of the Board of Supervisors

Jibbi Burnes

Approved as to form:

By: *Joyce Myster*
County Counsel

CALIFORNIA FORENSIC MEDICAL GROUP

By *Dan Nusselt*

Title *U. P. Finance*

By *[Signature]*

Insurance Certificates approved:

Title *President / Medical Director*

By *[Signature]*
Risk Manager

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

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

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

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

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

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

NOW THEREFORE, the parties mutually agree as follows:

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

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

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

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

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

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

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


COUNTY OF HUMBOLDT



Chair, Board of Supervisors of Humboldt County, California

CALIFORNIA FORENSIC MEDICAL GROUP:


Name


Name

CFO
Title

CEO
Title

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

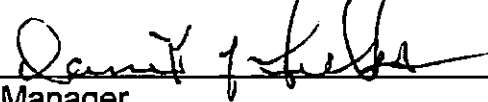
- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER

ATTEST:

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

By:  Deputy

APPROVED AS TO INSURANCE


Risk Manager

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

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

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

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

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

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

NOW THEREFORE, the parties mutually agree as follows:

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

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

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

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

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

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

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

COUNTY OF HUMBOLDT



Chair, Board of Supervisors of Humboldt County, California

CALIFORNIA FORENSIC MEDICAL GROUP:

Elaine Hustedt
Name

PA MJP
Name

Vice President
Title

CFO
Title

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

ATTEST:

KATHY HAYES

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

By: An Shukhelli Deputy

APPROVED AS TO INSURANCE

K. Haggardi
Risk Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/27/2016

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

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

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED California Forensic Medical Group, Inc. 2511 Garden Road Suite A160 Monterey CA 93940-1491 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Arch Specialty Insurance Company		21199
	INSURER B: Ohio Security Ins Co		24082
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570063882810** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:			FLP005988100 SIR applies per policy terms & conditions	06/30/2016	06/30/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BKS(17)57578184	09/27/2016	09/27/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Physicians Prof			FLP005988100 Claims Made SIR applies per policy terms & conditions	06/30/2016	06/30/2017	Each Claim \$2,000,000 Aggregate \$5,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Humboldt County Health Department 529 "I" Street Eureka CA 95501 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc of Florida</i>
--	--

Holder Identifier :

Certificate No : 570063882810





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/27/2016

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

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

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED California Forensic Medical Group, Inc. 2511 Garden Road Suite A160 Monterey CA 93940-1491 USA	INSURER A:	Arch Specialty Insurance Company	21199
	INSURER B:	Ohio Security Ins Co	24082
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 570063882810** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:			FLP005988100 SIR applies per policy terms & conditions	06/30/2016	06/30/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BKS(1.7)57578184	09/27/2016	09/27/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Physicians Prof			FLP005988100 Claims Made SIR applies per policy terms & conditions	06/30/2016	06/30/2017	Each Claim \$2,000,000 Aggregate \$5,000,000

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

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

