

AGREEMENT FOR CALAIM SERVICES
at the El Dorado County Jails

This Agreement for CalAIM Services (hereinafter, the "Agreement") entered into by and between the County of El Dorado, a political subdivision in the State of California (hereinafter, the "Client"), acting by and through its duly elected Board of Supervisors, (hereinafter, the "Board") and California Forensic Medical Group, Inc., a California professional corporation (hereinafter, the "Company").

RECITALS

WHEREAS, the Client is charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Jail Facilities located at 300 Forni Road, Placerville, CA and 1051 Al Tahoe Blvd, South Lake Tahoe, CA. (hereinafter, "Jail"); and

WHEREAS, California has qualified for a Section 1115 Demonstration Waiver pursuant to the Social Security Act, and has implemented the CalAIM Justice-Involved Initiative ("CalAIM") to expand Medi-Cal coverage to incarcerated persons receiving outpatient pre-release healthcare services; and

WHEREAS, the Client requires Medi-Cal billing services to meet the requirements of CalAIM; and

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

DEFINITIONS

Detainee – An adult or juvenile individual whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in lawful custody.

Healthcare Staff – Medical, mental health and support staff provided or managed by Company.

Inmate – An adult or juvenile individual who is being incarcerated for the term of their adjudicated sentence.

Laws – Any applicable federal, state, or local statutes, codes, ordinances, regulations or court rules and orders.

Medical Record – A record of the care and treatment provided to a Covered Person which is generated or housed at the Facility and does not include materials, documents, or records which are subject to an evidentiary privilege, designated or considered Patient Safety Work Product, or otherwise deemed confidential pursuant to the Federal Patient Safety and Quality Improvement Act of 2005, 42 USC 299b-22.

NCCHC – The National Commission on Correctional Health Care.

ARTICLE I
CALAIM SERVICES

- 1.0 **SCOPE OF SERVICES.** Company shall provide staffing and operational support to Client in implementing CalAIM Justice-Involved pre-release services at the Placerville and South Lake Tahoe adult detention facilities.

Services supported under this scope shall include pre-release care management support, discharge planning, behavioral health screening and coordination, reentry care planning, medication continuity planning, documentation, quality oversight, and coordination with Client and community partners, consistent with applicable CalAIM Justice-Involved requirements and the parties' final contract documents.

1.1 Role-Based Scope of Services

(i) RN CalAIM Coordinator

- Serve as the clinical and program oversight lead for the CalAIM initiative at the covered facilities.
- Provide RN-level oversight of discharge planning and reentry care coordination activities and support clinical alignment of pre-release care management workflows.
- Review, monitor, and support care planning processes for CalAIM-eligible individuals, including oversight of documentation quality, timeliness, and operational consistency.
- Track relevant CalAIM quality and performance indicators, conduct or coordinate audits, prepare reports, and work with site and regional leadership to address identified gaps through process improvement or corrective action planning.
- Support training, workflow implementation, and day-to-day coordination related to CalAIM readiness and ongoing program operations.

(ii) Case Coordinator

- Assist with identifying individuals who may qualify for CalAIM Justice-Involved services and support coordination of services for eligible individuals.
- Support Medi-Cal eligibility-related workflows, gather clinical and logistical information, ensure required consents are documented, and monitor projected release timelines.
- Coordinate development and execution of reentry care planning activities under RN oversight and collaborate with Medi-Cal eligibility staff, custody partners, managed care plans, and approved community partners, as applicable.
- Support warm handoffs and continuity-of-care activities and document required coordination activities in the electronic health record.
- Support activation and related tracking of Justice-Involved aid code workflows in alignment with the 90-day pre-release window and applicable DHCS requirements.

(iii) LVN Discharge Planner

- Serve as a core embedded pre-release care management resource and support clinically informed discharge planning for CalAIM-eligible individuals.
- Conduct basic nursing assessments, review health records, coordinate referrals, facilitate follow-up appointments and linkages to medical, behavioral health, and community providers, and support medication continuity planning.
- Develop and document reentry care planning activities under RN oversight, track release timelines, and collaborate with in-reach and community partners, as applicable.
- Document services and coordination activities in the electronic health record and support timely completion of required discharge planning and reentry coordination activities.
- Support Justice-Involved aid code-related workflows and other pre-release operational requirements consistent with CalAIM program expectations.

(iv) Mental Health Professional

- Provide behavioral health screening, assessment, consultation, and pre-release planning support for CalAIM-eligible individuals within scope of practice.

- Conduct mental health screenings and assessments, identify behavioral health needs relevant to CalAIM eligibility and reentry planning, and support Behavioral Health Link-related workflows.
- Complete the ASAM tool when clinically indicated to help determine community treatment needs and document clinically appropriate information in CorEMR.
- Coordinate with Client Behavioral Health and other approved partners, as applicable, to support continuity of behavioral health care upon release.

(v) Substance Use Disorder (SUD) Counselor

- Provide coverage for the Medication Assisted Treatment (MAT) program at El Dorado County.

- 1.2 **PROGRAM OPERATIONS AND DELIVERABLES.** CFMG shall support an embedded care management model through the staffing described above. Services may be delivered in person or via telehealth, based on operational need, staffing configuration, and available secure space and technology within the facilities.

Program activities supported under this scope may include identification of potentially eligible individuals, Health Risk Assessment support, reentry care plan development, referral coordination, follow-up appointment support, medication continuity planning, discharge planning, and warm handoffs to post-release Enhanced Care Management or other approved community-based providers, as applicable.

CFMG shall document CalAIM-related services and coordination activities in the electronic health record and maintain workflows to support timely coordination with custody staff, Client Social Services, Client Behavioral Health, managed care plans, ECM providers, and other approved partners, subject to applicable privacy, consent, and operational requirements.

- 1.3 **BILLING SUPPORT.** CFMG shall support the Client's CalAIM billing workflows by capturing and transmitting required clinical and encounter information through the electronic health record, including documentation necessary to support pre-release service billing.

This scope assumes the Client will utilize a third-party billing vendor and bill under the correctional facility's NPI, while CFMG provides support documentation, encounter capture, workflow coordination, and related operational activities necessary to facilitate compliant billing support.

- 1.4 **CLIENT RESPONSIBILITIES AND SCOPE ASSUMPTIONS.** This scope is based on the staffing structure and operating assumptions reflected in the Client proposal and readiness assessment materials.

Client-retained functions, including custody-led intake booking workflows, Client Social Services eligibility actions, Client Behavioral Health responsibilities, and direct management of any third-party billing vendor, shall remain the responsibility of the Client or its designated partners unless expressly delegated in the final contract documents.

The Client shall assume responsibility for MAT induction staffing and services.

- 1.5 **EXCLUSIONS.** Unless separately contracted in writing, this scope does not include MAT induction services, or third-party billing vendor services retained directly by the Client.

- 1.6 OFFICE EQUIPMENT, MEDICAL SUPPLIES/EQUIPMENT – NOT COVERED. Company shall not be responsible for the provision or cost of any office equipment, medical supplies, or medical equipment. The Client shall be responsible for providing equipment, such as copier, fax, secure high speed internet and phone service required for the administrative operation of the medical unit.
- 1.7 OFFICE SUPPLIES. Company shall be responsible for providing reasonable office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit.

ARTICLE II

HEALTHCARE STAFF

- 2.0 STAFFING HOURS. Company shall provide staffing as outlined in Exhibit A, attached hereto and incorporated by reference herein. Company reserves the right to assign the staff in Exhibit A to shift coverage as necessary based on operation needs to provide the health care services under this Agreement.
 - 2.0.1 Additional hours may be provided if mutually agreed upon by both Parties in writing.
 - 2.0.2 Company shall make reasonable efforts to supply the staffing levels contained in this Article, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of Company, after such reasonable efforts have been made, shall not constitute a breach of this Agreement but shall be redressed as specified in Sections 2.0.3 and 2.0.4 below.
 - 2.0.3 In any month in which Company does not meet the minimum staffing level (with such minimum monthly level being the aggregate of the weekly staffing levels specified in Exhibit A, with required hours for partial weeks prorated), Client shall reduce the monthly base amount in accordance with Article V of this Agreement in an amount equal to the total number of contractually mandated hours not provided for each job classification multiplied by the average hourly compensation rate for each such job classification. Company shall be permitted to utilize overtime, PRN or agency staffing, or the substitution of personnel with greater credentials for lesser credentials (e.g., RN may fill LVN hours, but not vice versa) to meet the minimum staffing. Company shall provide Client with a listing of the current average hourly compensation rate for each job classification and shall notify Client in writing when such rates change.
 - 2.0.4 Company shall provide Client a monthly summary showing: (1) actual hours worked by each job classification, (2) the contractually required hours of staffing for each classification, (3) the deficiency, if any, in the actual number of hours provided by each classification compared with the contractually required hours, and (4) the calculated reduction in the base amount based upon the deficiency (if any), by the 20th day of the month, or the first business day following the 20th day of the month, following the service month being summarized. Client shall review this monthly summary and either approve or dispute the numbers in the summary, and the calculated reduction in the base amount, within 10 business days of receiving the monthly summary. If Client disputes any information in the monthly summary, the parties shall confer in good faith to attempt to resolve the dispute informally prior to seeking formal remedies. If the Client does not

respond within 10 business days of receiving the monthly summary the Client will be deemed to have approved the summary and calculated reduction in the base amount.

- 2.1 **STAFFING LEVELS WAIVER.** Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased Inmate/Detainee population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by the Client and Company.
- 2.2 **STAFF SCREENING.** The Client shall timely screen Company's proposed Healthcare Staff, employees, agents and/or subcontractors providing services at the Jail to ensure they do not constitute a security risk. The Client shall have final approval of Company's Healthcare Staff, employees, agents and/or subcontractors in regards to security/background clearance, but shall not unreasonably delay or withhold such approval. Client represents and warrants that it will provide any such screenings in good faith and in accordance with any and all applicable Laws.

ARTICLE III

COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT

- 3.0 **SERVICES NOT LISTED.** Both Parties understand and agree that there will be costs incurred for health care related services as outlined in Articles I, and II above. Company shall not be responsible, under this Agreement, for any expenses not specifically covered under Articles I and II of this Agreement. In the event that any of the health care services not covered by Company under Articles I and II, or any services that are not listed within this Agreement, are required for a member of the Jail Population as a result of the medical judgment of a physician or Company authorized personnel, Company shall not be responsible, under this Agreement, for arranging such services and the cost of such services shall be billed directly to the Client unless otherwise covered by a separate agreement between Company and Client.
- 3.1 **SERVICES BEYOND THE SCOPE OF THIS AGREEMENT.** Both Parties understand and agree that there are certain occurrences, both beyond the control and within the control of the Parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this Agreement. While both Parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event, or an event caused by the action or inaction of the Client or its employees, agents or contractors, which results in medical care for the Jail Population, Jail staff, visitors, or contractors, Company shall not be responsible for costs attributable to such catastrophic event and all such costs shall be borne by the Client. Notwithstanding the above, Company shall be responsible for medical costs under this Agreement associated with such an event only if such an event was materially caused or enhanced in degree by Company.

ARTICLE IV

CLIENT'S DUTIES AND OBLIGATIONS

- 4.0 **COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS.** The Client, Jail, and their employees, agents and subcontractors shall comply with HIPAA and any State health information privacy laws, to the extent they are applicable. The Client shall implement policies and/or procedures in compliance with such laws.

- 4.1 **RECORD ACCESS.** During the term of this Agreement, and for a reasonable time following the termination of this Agreement, the Client shall provide Company, at Company's request, the Client, and/or Jail's records (including Medical Records) relating to the provision of health care services to the Jail Population, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the Jail Population (to the extent the Client and/or Jail has control of, or access to, such records). Company may request such records in connection with the investigation of, or defense of, any claim by a third party related to Company's conduct or to prosecute a claim against a third party. Any such information provided by the Client to Company that the Client considers confidential shall be kept confidential by Company and shall not, except as may be required by law, be distributed to any third party without prior written approval by the Client.
- 4.2 **USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES.** Inmates/Detainees of the Jail shall not be employed or otherwise engaged or utilized by either Company or the Client in rendering any health care services to the Jail Population, provided however, that Inmates/Detainees may be used in positions not involving the rendering of health care services directly to the Jail Population and not involving access to Jail Population records in accordance with NCCHC standards.
- 4.3 **SECURITY OF THE JAIL FACILITY AND COMPANY.** Company and the Client understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of Company, as well as for the security of the jail population and Client's staff, consistent with a correctional setting. The Client shall provide security sufficient to enable Company, its Healthcare Staff, employees, agents and/or subcontractors to safely provide the health care services described in this Agreement. Company, its Healthcare Staff, employees, agents and/or subcontractors shall follow all security procedures of the Client while at the Jail or other premises under the Client's direction or control. However, any Company Healthcare Staff, employee, agent and/or subcontractor may, at any time, refuse to provide any service required under this Agreement if such person reasonably feels that the current safety services are insufficient. Company shall not be liable for any loss or damages resulting from Company's Healthcare Staff, employees, agents and/or subcontractors' failure to provide medical services due to insufficient security services.
- 4.4 **CLIENT'S POLICIES AND PROCEDURES.** Company, its Healthcare Staff, employees, agents and/or subcontractors shall operate within the requirements of those of Client's posted security Policies and Procedures which impact the provision of medical services.
- 4.4.1 A complete set of said Policies and Procedures shall be maintained by the Client and made available for inspection by Company at the Jail, and Company may make a reasonable number of copies of any specific section(s) it wishes using the Client's photocopy equipment and paper.
- 4.4.2 Any Policy or Procedure that may impact the provision of health care services to the Jail Population which has not been made available to Company shall not be enforceable against Company unless otherwise agreed upon by both Parties in writing, in advance.
- 4.4.3 Any modification of the posted Policies and Procedures shall be timely provided to Company. Company, its Healthcare Staff, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to Company.

- 4.4.4 If any of the Client Policies and Procedures specifically relate to the delivery of medical services, the Client's representative and Company shall review the Client Policies and Procedures and modify or remove those provisions that conflict with Company's Correctional Health Care Policies and Procedures.
- 4.5 **DAMAGE TO EQUIPMENT.** Company shall not be liable for loss of or damage to equipment and supplies of Company, its agents, employees or subcontractors if such loss or damage was caused by the negligence of the Client's employees.
- 4.6 **SECURE TRANSPORTATION.** The Client shall provide security as necessary and appropriate in connection with the timely transportation of Covered Persons to and from off-site services including, but not limited to, Specialty Services, hospitalization, pathology and radiology services as requested by Company. Company shall coordinate with the Client for transportation to and from the off-site services provider or hospital. The Indemnity Provisions shall not apply to claims arising out of the actions or omissions of the Client's employees, contractors, or agents during the provision of secure transportation services pursuant to this Section 4.7, nor shall the Indemnity Provisions apply for claims arising out of Client's failure to provide secure transportation services Covered Persons on a timely basis.
- 4.7 **OFFICE EQUIPMENT AND SUPPLIES.** The Client shall provide use of Client-owned office equipment, supplies and all necessary utilities (including telephone and fax line service) in place at the Jail health care facilities unless otherwise stated in Paragraph 1.14. At the termination of this Agreement, Company shall return to the Client's possession and control of all Client-owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.
- 4.8 **NON-MEDICAL CARE OF JAIL POPULATION.** It is understood that the Client shall provide for all the non-medical personal needs and services of the Jail Population as required by law. Company shall not be responsible for providing, or liable for failing to provide, non-medical services to the Jail Population including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.
- 4.9 **JAIL POPULATION INFORMATION.** In order to assist Company in providing the best possible health care services to Covered Persons, the Client shall provide, as needed, information pertaining to the Covered Person that Company and the Client mutually identify as reasonable and necessary for Company to adequately perform its obligations under this Agreement.
- 4.10 **PRIVACY/RECORDING.** The Client shall not, and shall not permit, the recording or filming of Company staff and/or the medical treatment of any member of the Jail Population, including medication passes, or any medical treatment that occurs in or outside of the Jail healthcare facilities. In the event that the Client plans to permit recording or filming inside of the Jail, Company shall be provided with fourteen (14) days' advance written notice of any such activity, and such recording/filming must comply with the terms of this Section of the Agreement. Any recordings that capture the provision of medical treatment to the Covered Persons shall be considered confidential and privileged and not subject to disclosure as a public record.

ARTICLE V

COMPENSATION AND ADJUSTMENTS

- 5.0 **ANNUAL AMOUNT/MONTHLY PAYMENTS.** The base amount to be paid by Client to Company is \$947,204.00 for a period of twelve (12) months, payable in equal monthly installments.

Each monthly installment shall be \$78,934.00, prorated for any partial month. The first monthly installment shall be due upon the Effective Date and shall cover services provided from the Effective Date through the end of that month, prorated as necessary. Thereafter, each monthly installment shall be paid by Client to Company on or before the first (1st) day of the applicable month of service.

- 5.1 In addition to the annual amounts in section 5.0 above, Contractor will invoice the Client monthly, with each invoice reflecting an amount equal to 8% of the total sum of monies collected by Client's accounts receivable from Company's performance of the billing services, less amounts refunded or credited to a Medi-Cal payor as a result of overpayments, erroneous payments or bad checks for the preceding month. Payment is due to the Company within 30 days of receipt of invoice.

5.1.1 In order to receive the services from Medusind as the third party biller, both Company and Client shall:

a. perform checks that it (a)(i) it is not excluded, debarred, suspended or otherwise ineligible to participate in any state or federal health care programs; (ii) after reasonable inquiry at the time of retention, no employee or contractor of such Party involved in or receiving the third party billing services is (A) a "sanctioned person" under any federal or state health care program or law; (B) listed on the current Cumulative Sanction List of the OIG for currently sanctioned or excluded individuals or entities; (C) listed on the General Services Administration's List of Parties Excluded individuals or entities; (D) listed on the General Services Administration's List of Parties Excluded from Federal Programs; and (E) convicted of a criminal offense related to health care; and (b) shall screens its employees and contractors against the aforementioned exclusion and sanctions lists, at the time of hire and at least annually thereafter. Each Party agrees that if, at any time during the Term of this Agreement, (i) it becomes excluded from any state or federal health care program, (ii) any of its employees, agents or contractors involved becomes excluded from any state or federal health care program or listed on any of the aforementioned lists, Such Party shall promptly notify the other Party in writing upon becoming aware of such exclusion or listing

b. to comply with applicable law, including but not limited to all U.S. healthcare laws, and

c. to submit complete and accurate clinical documentation and claims data that is necessary for the third party biller to perform the services

- 5.2 PAYMENT DURING NEGOTIATIONS. Client shall continue to pay Company the current contracted rate if the agreement lapses while negotiations of an amendment or renewal are ongoing. Upon execution of the amendment or renewal, Client and Company shall reconcile any amounts paid or due as may be necessary.

ARTICLE VI **TERM AND TERMINATION**

- 6.0 TERM. The term of this AGREEMENT shall be from the date of the last below through December 31, 2029 at 11:59 p.m. This Agreement shall automatically renew for additional one year period on January 1st of each subsequent year with mutually agreed upon increases, unless this Agreement is terminated or notice of termination is given, as set forth in this Article.

- 6.1 RENEWAL. Upon each subsequent renewal of this Agreement pursuant to Paragraph 6.0, the Parties shall negotiate an increase in accordance with CPI, but not less than 3.0% of the annual amount as defined in Paragraph 5.0.
- 6.2 CPI INCREASES. A CPI increase shall be calculated by multiplying the annual amount of the previous year by a fraction, the numerator of which is the Price Index for a defined month prior to the renewal date, and the denominator of which is the Price Index for the same month for the year immediately preceding the Agreement renewal date. However, the annual amount due for any year will not be less than 103% of the annual amount for the prior year. The "Price Index" is defined as the Consumer Price Index – All Urban Consumers, U.S. City Average, Medical Care Services (1982-84=100), published by the Bureau of Labor Statistics of the U.S. Department of Labor.
- 6.3 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this Agreement shall be subject to annual appropriations by the Client.
- i. Recognizing that termination for lack of appropriations may entail substantial costs for Company and the Client shall act in good faith and make every effort to give Company reasonable advance notice of any potential problem with funding or appropriations.
 - ii. If future funds are not appropriated for this Agreement, either Client or the Company may terminate this Agreement without penalty or liability, by providing written notice to the other party of the termination date to line up with the anticipated date of exhaustion of existing funding.
- 6.4 TERMINATION FOR CAUSE. The Agreement may be terminated for cause under the following provisions:
- 6.4.1 TERMINATION BY COMPANY. Failure of the Client to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by Company upon thirty (30) days advance written notice to the Client specifying the termination effective date and identifying the "basis for termination." The Client shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice, the Client shall have ten (10) days to provide a written response to Company. If the Client provides a written response to Company which provides an adequate explanation for the "basis for termination" and the Client cures the "basis for termination" to the satisfaction of the Company, the thirty (30) day notice shall become null and void and this Agreement will remain in full force and effect. Termination under this provision shall be without penalty to Company.
- 6.4.2 TERMINATION BY CLIENT. Failure of Company to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by the Client who shall provide thirty (30) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The Client shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice Company shall have ten (10) days to provide a written response to the Client. If Company provides a written response to the Client which provides an adequate explanation for the "basis of termination," or cures the "basis for termination" to the satisfaction of the Client, the thirty (30) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the Client.

- 6.5 **TERMINATION WITHOUT CAUSE.** Notwithstanding anything to the contrary contained in this Agreement, the Client or Company may, without prejudice to any other rights it may have, terminate this Agreement for their convenience and without cause by giving sixty (60) days advance written notice to the other Party.
- 6.6 **COMPENSATION UPON TERMINATION.** If any of the above termination clauses are exercised by any of the Parties to this Agreement, the Client shall pay Company for all services rendered by Company up to the date of termination of the Agreement regardless of the Client's failure to appropriate funds.
- 6.7 **PROPERTY DISPOSITION UPON TERMINATION.** Upon termination of this Agreement, Company shall be allowed to remove from the Jail any stock medications or supplies purchased by Company that have not been used at the time of termination. Company shall also be allowed to remove its property from the Jail including its proprietary Policies and Procedures, Manuals, Training Material, and Forms. Nothing herein shall be construed to require Company to provide copies of policies, procedures, manuals, training materials and/or forms to Client or any successor provider, it being understood that such materials are proprietary to Company.

ARTICLE VII

LIABILITY AND RISK MANAGEMENT

- 7.0 **INSURANCE COVERAGE.** Company shall, at its sole cost and expense, procure and maintain during the term of this Agreement, the following coverage and limits of insurance that provide protection solely for the wrongful acts of Company:
- 7.0.1 **COMPREHENSIVE GENERAL LIABILITY.** Comprehensive General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- 7.0.2 **WORKER'S COMPENSATION.** Worker's Compensation coverage as required by applicable state law.
- 7.0.3 **PROOF OF INSURANCE.** Company shall provide the Client proof of comprehensive general liability coverage for the term services are provided under this Agreement. Company shall promptly notify the Client, in writing, of each change in coverage or cancellation of insurance coverage.
- 7.1 **INDEMNIFICATION.** To the fullest extent permitted by law, Company shall indemnify, defend and hold harmless Client from and against third party claims directly caused by Company's negligence or willful misconduct in the performance of the Services provided hereunder by Company. Company shall have no obligation to indemnify or hold harmless Client for any claims arising out of the negligence or willful misconduct of the Client, or Client's agents, officers, directors, employees, or contractors.

To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless Company from and against third party claims resulting from or arising out of Client's gross negligence or willful misconduct. The Client shall have no obligation to indemnify or hold harmless Company for any claims arising out of the negligence or willful misconduct of Company or Company's agents, officers, directors, employees, or contractors.

Notwithstanding the foregoing, in the event of a claim alleging the negligence or willful misconduct of both the Client and Company, the Client and Company shall each defend themselves at their own costs, and each party shall reasonably cooperate with the other in the defense/settlement of any claims alleging joint liability.

- 7.2 Federal Privacy Laws. Company, the Client, Jail, and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of federal privacy laws (including, but not limited to HIPAA, the Patient Safety and Quality Improvement Act, 42 CFR Part 2, etc., hereinafter "FPL") as they apply to the services provided under this Agreement. The Client, Jail, and their employees and agents shall indemnify and hold harmless Company from and against any claims of any kind made as a result of alleged or actual violations of any FPL by the Client and its employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of Company.

ARTICLE VIII

MISCELLANEOUS

- 8.0 INDEPENDENT CONTRACTOR STATUS. It is mutually understood and agreed, and it is the intent of the Parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the Client to exercise control or direction over the manner or methods by which Company, its employees, agents or subcontractors perform hereunder, or Company to exercise control or direction over the manner or methods by which the Client and its employees, agents or subcontractors perform hereunder, other than as provided in this Agreement.
- 8.1 SUBCONTRACTING. In performing its obligations under the Agreement, it is understood that Company is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements Company may engage physicians or other clinicians as independent contractors ("Contract Professionals"), rather than employees, in order to supply the clinical services required under this Agreement. Company shall engage Contract Professionals that meet the applicable professional licensing requirements and Company shall exercise administrative supervision over such Contract Professionals as necessary to ensure the fulfillment of the obligations contained in this Agreement. Contract Professionals shall provide clinical services under this Agreement in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that Company may subcontract for specialized services such as pharmacy, medical waste, medical supplies and other services or supplies which it is required to provide under this Agreement.
- 8.2 EQUAL EMPLOYMENT OPPORTUNITY. Company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. Company will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.

- 8.3 **WAIVER OF BREACH.** The waiver of either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 8.4 **THIRD-PARTY BENEFICIARIES.** The Parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that this Agreement is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.
- 8.5 **FORCE MAJEURE.** In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, a 15% or more decrease in the productive fill rate for correctional officers at any single site, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence, said Party is unable to prevent; the Party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues. If any of these circumstances are met, the assessment of penalties, and credits or paybacks shall be suspended until such time as the circumstances fully abate.
- 8.6 **MATERIAL CHANGES IN SCOPE OR CIRCUMSTANCES, OR EMERGENCY CIRCUMSTANCES.** If at any time during the Term of this Agreement, Client requests a change in the scope, volume, quality/degree or quantum of services to be provided by Company, or the scope of services set out herein must materially be changed as a result of any of the following, any of which would result in an increase to the cost of providing the services or which Company notifies the client affects Company's ability to provide the requested scope of services under the circumstances (a "Material Change Circumstance"), including, but not limited to any of the following:
- There is or are new, amended, and/or repealed law(s) or regulation(s) (including statutes, codes, Agency orders/memoranda and/or case law), or changes to the Client's policies, procedures, practices, or circumstances, any or all of which render performance under the Agreement partially or completely impracticable or impossible under the Agreement's existing terms;
 - There are changes to legal/regulatory requirements concerning the treatment of Client's patients, or there are changes to the applicable standard of care or changes to the site's medication formulary, or the United States Food and Drug Administration ("FDA") or another regulatory body recommends, approves, or issues an emergency use authorization for a new therapy/ies, diagnostics or treatment modality/ies that materially impact the Contractor's ability to provide services and/or costs under the Agreement;
 - There is a 15% or more decrease in the productive fill rate for correctional officers at any single Client site for more than 30 days OR the productive fill rate drops below 75% for 90 days or more at any single Client site;
 - Contractor's performance hereunder is impacted by any event related to a Public Health Emergency (PHE) declared pursuant to Section 319 of the Public Health Service Act, a Disaster declaration pursuant to the Stafford Act (2 U.S.C. §§ 5121-5207), or any similar announcement or proclamation made by the Federal Government or any Federal Agency, any Federally recognized Native American Tribe, or any State, Client/Parish or Local

Government pursuant to an analogous provision of Federal or non-Federal law or rule (each, an "Emergency Circumstance").

The parties shall follow the procedures outlined below:

In the event of the occurrence any Material Change Circumstance, upon notice from a Party, the Parties shall meet and in good faith re-negotiate the terms of this Agreement. Neither Party shall unreasonably delay or withhold consent to such negotiations, or the proposed modifications resulting from such negotiations. In the event the Parties are not able to reach mutually acceptable changes to the Agreement after thirty (30) days, either Party may thereafter terminate the Agreement without cause upon providing ninety (90) days' notice thereafter.

- 8.7 **ASSIGNMENT.** Except as otherwise provided herein, no Party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Parties; provided however, that Company may assign its rights or delegate its duties to an affiliate of Company, or in connection with the sale of all or substantially all of the stock assets or business of Company, without the prior written consent of the other Parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.
- 8.8 **NOTICES.** Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the Parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the Party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the Party listed below:

<i>If for Company:</i> CFMG, Inc. Attn: Chief Legal Officer 6550 Carothers Pkwy, Suite 500 Franklin, TN 37067 With an e-mail copy to (which copy shall not, by itself, constitute effective Notice under this Agreement): LegalNotices@wellpath.us, or any substitute e-mail address provided by Company pursuant to a change of Notice e-mail address propounded under this Section.	<i>If for Client:</i> County of El Dorado Sheriff's Office 200 Industrial Drive Placerville, CA 95667 Attn: Tasha Thompson Captain Sheriff's Office With a copy: County of El Dorado Chief Administrative Office 330 Fair Lane Placerville, CA 95667 Attn: Michelle Weimer Procurement and Contracts Manager Or to such other location as Client directs
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Such address may be changed from time to time by either Party by providing written notice as provided above.

- 8.9 **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws or rules of any jurisdiction.
- 8.10 **EXECUTION AUTHORITY.** By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable Party hereto and have the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.
- 8.11 **SURVIVAL.** The following provisions will survive any termination or expiration of the Agreement: Article V, Article VI and Article VII.
- 8.12 **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.
- 8.13 **TITLES OF PARAGRAPHS.** Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.
- 8.14 **SEVERABILITY.** In the event that any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.
- 8.15 **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and Agreements that have been made in connection with the subject matter hereof. This Agreement may be amended at any time, but only with the written consent of all Parties.

ARTICLE IX
ADDITIONAL REQUIREMENTS FOR EL DORADO COUNTY

- 9.1 **CONTRACT ADMINISTRATOR.** The Client officer or employee with responsibility for administering this Agreement is Tasha Thompson, Captain, El Dorado County Sheriff's Office, or successor.
- 9.2 **CONFLICT OF INTEREST.** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Company and performing work for Client and who are considered to be a "consultant" within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. Client's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Company covenants that during the term of this Agreement neither it, or any officer or employee of Company, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of Client that are involved in this Agreement.

If Company becomes aware of a conflict of interest related to this Agreement, Company shall promptly notify Client of the existence of that conflict, and Client may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Company shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Company, if any, to any officer of Client.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

Requesting Contract Administration Concurrence:

By:  Date: 07/14/2026
Tasha Thompson (Jul 14, 2026 16:04:34 PDT)
Tasha Thompson, Captain
El Dorado County Sheriff's Office

By: _____ Date: _____
Name/Title

Requesting Department Head Concurrence:

By:  Date: 7/14/26
Jeff Leikauf, Sheriff
El Dorado County Sheriff's Office

By: _____ Date: _____
Name/Title

County of El Dorado

By: _____ Date: _____
Name/Title

Attest:

Name: _____

Title: _____

By: _____ Date: _____
Name/Title

California Forensic Medical Group, Incorporated

Signed by: 
By: _____ Date: 7/14/2026
043819F7A828439...
Grady Judson "Judd" Bazzel, MD,

President
Signed by: 
By: _____ Date: 7/14/2026
68069C297D98488...
Richard Medrano, MD,
Corporate Secretary

EXHIBIT A – STAFFING MATRIX

El Dorado County - Placerville CalAIM Staffing									
215 ADP									
POSITION	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Hrs/Week	FTEs
RN CalAIM Coordinator	4	4	4	4	4			20	0.50
Case Coordinator	6	6	6	6	6			30	0.75
LVN Discharge Planner	8	8	8	8	8	8	8	56	1.40
MHP						10		10	0.25
Total Hours/FTE - Day								116	2.900
El Dorado County - Proposed South Lake Tahoe CalAIM Staffing									
90 ADP									
POSITION	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Hrs/Week	FTEs
RN CalAIM Coordinator	4	4	4	4	4			20	0.50
Case Coordinator (via Telehealth)	2	2	2	2	2			10	0.25
LVN				12	12			24	0.60
MHP				10				10	0.25
Total Hours/FTE - Day								64	1.600
El Dorado County - CalAIM MAT and AOD Continuation Staffing									
40 ADP Continuation and 30-60 AOD Estimate									
POSITION	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Hrs/Week	FTEs
SUD South Lake Tahoe		8		8				16	0.40
SUC Placerville	8		8		8			24	0.60
Total Hours/FTE - Day								40	1.00
TOTAL CALAIM STAFFING								220	5.500

Exhibit B - California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES X NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES X NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

7/14/2026

Date

California Forensic Medical Group

Type or write name of company

Signed by:


043819F7A628439...

Signature of authorized individual
Judd Bazzel

Type or write name of authorized individual