

AGREEMENT FOR SERVICES

#588-PHD0407

with

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

regarding

MEDICAL SERVICES FOR DETENTION FACILITIES

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and California Forensic Medical Group, Inc., a California corporation, whose principal place of business is Cannery Row Park Plaza, 300 Foam Street, Suite B, Monterey, CA 93940 (hereinafter referred to as "Contractor");

W I T N E S S E T H

WHEREAS, County has determined that it is necessary to obtain a contractor to provide medical services, defined as physical healthcare, mental healthcare, and dental care services for all adult inmates and juvenile wards of County's detention facilities; and;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest, and authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services:

1. County Facilities to be Served

The County operates the Placerville Jail, located at 300 Forni Road, Placerville, CA 95667; the South Lake Tahoe Jail, located at 1051 Al Tahoe Blvd., South Lake Tahoe, CA 96150; the Placerville Juvenile Hall located at 299 Fair Lane, Placerville, CA 95667; and the South Lake Tahoe Juvenile Treatment Center, located at 1041 Al Tahoe Boulevard, South Lake Tahoe, CA 96150.

For purposes of this Agreement, the Placerville and South Lake Tahoe jails will be referred to as "Adult Facilities;" the Juvenile Hall and Juvenile Treatment Center will be referred to as "Juvenile Facilities." Collectively, all four (4) locations will be referred to as "Facilities." Additionally, the term "Inmate" shall refer to all detainees, inmates, etc. housed for any period of time at Adult Facilities. The term "Ward" shall include all minors, wards, etc. housed for any period of time at Juvenile Facilities.

2. Services to be Provided by Contractor

A. Under this Agreement, the responsibility of Contractor for the medical care of an inmate or ward commences with physical placement of said inmate or ward into any one of the Facilities after booking (Adult Facility), admittance (Juvenile Facility), and medical clearance (notwithstanding services described in Receiving Screening in Exhibit A). Contractor maintains that responsibility until said inmate or ward is officially released from County custody at the completion of sentence, pardon, parole, or other manner of official release.

B. Inmates or wards on "temporary release" are not the responsibility of Contractor except those who are on temporary release to an employee of a law enforcement agency within the jurisdiction of El Dorado County or who are on temporary release to receive inpatient medical care as authorized by Contractor within the terms of this Agreement. Inmates or wards in the custody of other law enforcement agency or penal jurisdictions located outside the County of El Dorado are not the responsibility of Contractor. Inmates or wards who have escaped from a facility are not the responsibility of Contractor.

C. Contractor will provide physical health, mental health, and dental care services for all adult inmates as are more specifically described in Exhibit A, which is attached to this Agreement and hereby incorporated as part of this Agreement. Contractor will provide physical health and dental care services for all wards as are more specifically described in Exhibit A, which is attached to this Agreement and hereby incorporated as part of this Agreement. It is understood that procedures for accomplishing contracted services as described in Exhibit A will be updated by mutual agreement of Contractor and County for adult and juvenile services.

D. Contractor agrees to comply with all applicable laws, including the provisions of the

California Code of Regulations, Title 15, Articles 8 & 10, relating to medical services in correctional institutions and all sections referring to inmate medical and dental in correctional institutions in El Dorado County as identified in Stipulation to Order of Settlement and to Entry of Judgment of Dismissal in Linda York, et. al. vs. County of El Dorado, attached as Exhibit D, as may currently be required by law.

- E. Medically-Related Services – Adult Facilities: Contractor will provide medically related services 24 hours per day, seven days per week in the Adult Facilities, consisting of a minimum level of staffing of one person, at minimum level of licensure of licensed vocational nurse (“LVN”).

Contractor will make reasonable efforts to have the intake medical screening performed by an individual with the highest level of nursing care available at the time of intake, subject to nursing staff's responsibility to perform and complete other assigned duties, and in no event by less than an LVN.

A medical doctor will be available in each Adult Facility to review charts and see patients for a minimum of eight hours per week.

- F. Mental Health Services

Adult Facilities: See Exhibit B, *El Dorado County Staffing Pattern*.

Juvenile Facilities: Contractor will coordinate with the El Dorado County Mental Health Department (“MHD”) for the provision of psychotropic drugs but shall not provide mental health services in the Juvenile Facilities.

- G. Dental Care – Facilities: Contractor will provide necessary dental care in a timely fashion in accordance with the scope of services set forth herein.

- H. Contractor agrees to develop/maintain, in conjunction with El Dorado County Sheriff's Department (“Sheriff”), El Dorado County Probation Department (“Probation”), MHD, and the El Dorado County Public Health Department (“PHD”), policy and procedure manuals pertinent to the duties of all Contractor, Sheriff and Probation personnel with respect to health care in the Facilities.

3. Contract Documents

The documents to be included in the contract are the following:

- A. This Agreement including Exhibit A, "Services to be Provided"
- B. Exhibit B, Staffing Pattern(s)
- C. Exhibit C, County Inventory
- D. Exhibit D, “Linda York vs. County of El Dorado”

These contract documents comprise the entire Agreement between County and Contractor.

4. Staffing

Contractor agrees to maintain the staffing pattern as specifically described in Exhibit B which is attached to this Agreement and hereby incorporated as part of the Agreement. Contractor assures the said staffing pattern will be maintained at all times.

5. Fiscal and Statistical Records and Reporting

All books, records, reports and accounts maintained pursuant to this Agreement, related to Contractor activities under this Agreement, shall be open to inspection and audit by the County upon demand during the life of this Agreement and for a period of four (4) years thereafter.

6. Medical Records

Existing medical/mental health and medical records prepared by Contractor shall be the property of County and maintained by Contractor for the life of this Agreement and, if necessary, returned to County. These records shall be maintained in this case by County for a period of not less than ten (10) years. County shall have access to all medical records. County shall be responsible for any destruction of any and all medical records.

7. Personnel

- A. Contractor's employees performing professional medical services shall be duly licensed by the appropriate body in and for the State of California.
- B. Copies of licenses and/or records of certification for all medical personnel are to be made available for examination by the County and/or by representatives of the County upon request. Copies shall be maintained by the Contractor's Program Manager.
- C. Contractor shall have an on-site Medical Director who will be responsible to assure the quality of health care provided, and who will also supervise the practice of mid-level practitioners should such personnel be utilized.
- D. The Contractor's Program Manager, or designated representative, is the liaison for all day to day operational issues and shall be responsible for conducting regularly scheduled visits at the Facilities. The Commander of the Adult Facilities will be the designated day-to-day contact person for adult services. The Superintendent of the Juvenile Facilities will be the designated day to day contact person for juvenile services. The Director of PHD, or designee, shall be the primary liaison to Contractor on behalf of County.
- E. Contractor will be responsible for time and attendance accountability and provide appropriate records to the County upon demand.
- F. Employees must safeguard all property of County. Medical equipment is to be used only by those trained and qualified in its use. Contractor will be held responsible for damage resulting from negligence or carelessness on the part of Contractor's employees.

G. Pursuant to current State regulations regarding the use of automated external defibrillators (California Code of Regulations, Title 22, Division 9, Chapter 1.5), Contractor shall request permission from Sheriff to include in the Sheriff's approved Public Safety AED Program all clinical personnel assigned to the Adult Facilities. Upon approval by the program provider, affected contract personnel shall be required to meet all program requirements for training and skills proficiency.

8. Discrimination

No contractor who is the recipient of County funds, or who proposes to perform any work or furnish any goods under this Agreement, shall unlawfully discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color, handicap, medical condition, marital status, age (over 40), or national origin nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by Contractor in all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

9. Standard of Care

Contractor agrees to perform its work and functions at all times in accordance with currently approved medical methods and practices consistent with the standards of the medical profession in the community. The sole interest of County is to ensure that said medical service shall be performed and rendered in a professional, competent, efficient, and satisfactory manner.

10. Civil Rights

Contractor shall provide the program services provided for herein without any discriminatory practice based on gender, sexual orientation, age, ethnicity, religion, handicap, marital status, national origin, or ancestry.

11. Use of Space and Equipment

County will make available to Contractor all space and use of County-owned equipment as per inventory in Exhibit C. A separate room will be provided for dental services at the Adult Facility in Placerville. Contractor shall be responsible for providing all new medical equipment which shall remain the property of Contractor. Contractor will supply required forms, and provide for contaminated waste pick-up.

12. Security

County will provide for the safety and security of Contractor personnel in the same manner as provided for County's employees working in the facilities.

13. Transportation

County shall provide and pay for routine transportation of inmates and wards. Contractor will pay for ambulance transportation when determined to be medically necessary by Contractor staff or in life-threatening emergency medical situations where no Contractor staff is available. Such services are deemed to be “pre-admission” services and, as such, are in addition to, the Contractor’s financial liability limit described herein under Article III, Section B.

14. Hospitalization

- a) Contractor shall arrange for all required hospitalization of inmates and wards who, after medical clearance and booking, have been physically placed in any Facility.
- b) All off-site referrals require authorization by Contractor personnel and a signed referral form with the exception of life-threatening emergencies.
- c) Contractor will use Marshall Medical Center or Barton Healthcare Systems for patients needing hospitalization and emergency services to the extent that they provide required services and to the extent medically appropriate. In the event that services cannot be provided at Marshall or Barton, contractor will make arrangements to transfer to other California based providers. If no such healthcare provider is available within a reasonable and appropriate distance and travel time, Contractor may use nearest capable healthcare provider. Contractor will notify PHD of all admissions via Email or by telephone within 24 hours of an event. In those cases where admission is out of state, Contractor will provide PHD reason for use of that out of state provider.
- d) Contractor, as the designated medical authority, shall handle case management for all offsite referrals and medical coordination. Contractor shall be the primary point of contact regarding such decisions and will ensure the Adult Facilities’ Commander or designee and Juvenile Facilities’ Superintendent or designee are kept informed in a reasonable and timely manner.

15. Approval of Subcontracts

County maintains right to approve all subcontracts for medical services and supplies. Contractor agrees to give preference to local vendor(s) in subcontracted areas, to the extent feasible.

16. Approval of Employee Hiring

County maintains right to approve all Contractor employee hiring which said employees shall be subject to Sheriff and/or Probation background checks. Sheriff and/or Probation reserve the right to perform background or security checks of Contractor's employees as a condition of granting access to the Facilities. The Sheriff and/or the Chief Probation Officer has the sole discretion to determine security acceptability of all Contractor personnel at any time during the contract period, and personnel found to be an unacceptable security risk shall not be given access to the Facilities. No new employee shall be brought to a single facility without the prior approval of the

Sheriff and/or the Chief Probation Officer. The Sheriff and/or the Chief Probation Officer will be informed when a Contractor employee leaves Contractor employment.

17. Vaccinations

Contractor will provide nursing time to do Hepatitis B vaccine inoculations and TB testing for Sheriff and Probation staff at the Facilities. Contractor will document inoculations and testing, and County shall provide record retention and management. County will provide Hepatitis B vaccine, PPD tuberculin and supplies for this process through the budgets for the Facilities. County will coordinate scheduling with Contractor.

To avoid missed opportunities for appropriate childhood vaccination, Contractor shall assess the immunization history of each ward at time of intake, and will administer age appropriate vaccines pursuant to the State approved schedule. Contractor will document and/or update vaccination history for each ward in the County-approved database. Contractor will obtain and manage vaccine as a provider participant in the California Vaccines for Children Program (“VFC”).

18. Notification of Serious Health Conditions

Contractor will notify designated Sheriff Staff or Juvenile Facility personnel concerning significant health conditions of inmates or wards. Contractor shall notify assigned liaison of such conditions by Email within 12 hours. Additionally, Contractor will make reports to the County Public Health Officer regarding all reportable conditions as specified in statute.

19. Reproductive Health Services

Contractor may refer inmates and wards to PHD for reproductive health evaluation and intervention. PHD Clinic will invoice Contractor accordingly. Contractor and PHD Clinic will establish and follow appropriate procedures for services in advance. Contractor may also utilize third-party provider for such services.

20. Communicable Disease Outbreak in Facilities

When the County Health Officer assesses the risk of a communicable disease outbreak to be such that preventative inoculations are required for Adult Facility staff, inmates, Juvenile Facility staff, and wards, Contractor will cooperate and provide all staff necessary to complete the inoculations on-site. County will provide for the vaccines through the budgets for the Facilities.

21. Administrative Meetings

Quarterly administrative meetings will be held involving Contractor management staff, Public Health Director or designee, County’s Public Health Officer or designee, Sheriff or designee, and the Chief of Probation or designee. All four (4) meetings will be scheduled in advance no later than July 30th of each year during this Agreement. Contractor shall be responsible for the

scheduling and facilitation of these meetings.

22. Adherence to California Law

Contractor agrees to follow all laws of the State of California.

ARTICLE II

Term: This Agreement shall be effective July 1, 2007 and shall expire June 30, 2010 unless earlier terminated pursuant to the provisions under Article IX herein.

ARTICLE III

Compensation for Services:

A. Base Payment Rates

1. Juvenile Facility Base Rate

Effective July 1, 2007, the base payment for Juvenile Facility services shall be \$29,876.32 per month based on the planned population of 30 wards in the Placerville Juvenile Facility and 40 wards in the South Lake Tahoe Juvenile Facility (\$358,515.84 annually). This includes \$252.00 per month (\$3,024.00 annually) for psychotropic drug administration services at the Juvenile Facilities.

Should services at any time be less than described herein, Contractor agrees to make an adjustment in the appropriate accounting period.

2. Juvenile Facility Staffing – Weekday Services

Staffing at the Juvenile Facilities shall be according to Exhibit B, *El Dorado County Staffing Pattern*, attached.

3. Juvenile Facility Staffing – Weekend Services

Effective July 1, 2007, payment for weekend nursing services shall be at the rate of \$289 per nursing visit (a minimum of 4 hours) and is estimated not to exceed an average of one visit to a Juvenile Facility per weekend day. Total annual compensation exclusive of any per diem payment for weekend services shall not exceed \$30,056.00 per year (\$298.00 per visit x 2 visits per weekend x 52 weekends per year). Should County determine that any weekend nursing visits are not required, County has the option of canceling the scheduled weekend services upon 30 days advance notice to Contractor.

4. Juvenile Facility Services –Annual Total

Total annual compensation for services at the Juvenile Facilities, excluding any per diem payment, but including psychotropic drug administration for services at Juvenile Facilities shall not exceed \$388,571.84 in FY 07/08.

Annual Base Rate for Juvenile Hall effective 7/1/07 @5% increase over FY 06- 07	Additional Svcs for Psychotropic Drug Administration	Total Annual Base Rate effective 7/1/07	Weekend Services	Total Not to Exceed
\$355,491.84	+ \$3,024.00	+ \$358,815.84	+ \$30,056.00	= \$388,571.84

5. Adult Facility Base Rate

Effective July 1, 2007, the base payment for Adult Facility services shall be \$169,600.06 per month (\$2,035,200.72 in FY 07/08).

6. Adult Facility Staffing

Staffing at Adult Facilities shall be according to Exhibit B, *El Dorado County Staffing Pattern*, attached.

7. Adult Facility Services – Annual Total

Total annual compensation for adult facility services, excluding any per diem payment, but including the current half-time bilingual medical assistant at the South Lake Tahoe Adult Facility, new Charge Nurse (RN) in the Placerville Facility, and new clerical support stationed in Placerville but supporting both Adult Facilities, shall not exceed \$2,035,200.72 in FY 07/08.

FY 06-07 Annual Base Rate for Jail plus 5% increase	FY 07-08 New 0.8 FTE Charge Nurse	FY 07-08 New Clerical Support 0.5 FTE	Total Not to Exceed
\$1,908,612.72	+ \$97,548.00	+ \$29,040.00	= \$2,035,200.72

B. Hospitalization Limit

Contractor shall pay for all required hospitalization of inmates and wards who, after medical clearance and booking, have been physically placed in any Facility.

Contractor’s financial liability for medical or psychiatric inpatient episodes is limited to \$15,000.00 per person per episode. Such episodes are defined as “post admissions.” Contractor shall provide County with access to its Preferred Provider Organization (PPO) discount for all services charged against that limit amount. County will reimburse Contractor for any processing fees related to the use of that PPO discount.

For inmates or wards being held by County on behalf of another governmental agency, Contractor's financial liability of \$15,000.00 for associated medical or psychiatric off-site services or inpatient episodes may be waived by County on a case-by-case basis if County has a formal, written contractual agreement in place with said governmental agency requiring that agency to pay all costs associated with medical or psychiatric inpatient episodes for such an inmate or ward held at a Facility. Absent such agreement, Contractor's financial liability of \$15,000.00 per inmate or ward, per episode, will apply.

Contractor agrees to identify all inmates and wards referred to Marshall Medical Center, Barton Hospital, or any other local acute healthcare provider who have other third party payment capabilities at the time of transfer. Contractor and County agree to exhaust all recovery possibilities prior to such services being a responsibility of Contractor. Contractor will be responsible for payment of all monies not covered by any other source of recovery up to the limit of its financial liability.

C. Per Diem

A quarterly per diem charge of \$2.89 will be paid for a combined quarterly average inmate and ward population for Facilities in excess of 426. Per Diem is intended to cover variable costs only. If the population significantly exceeds the base ADP for an extended period of time, and additional staffing is required, the cost for additional staff must be negotiated separately.

Example of Quarterly per Diem Calculation:

<u>Month</u>	<u>Average Daily Population (ADP) on a Monthly Basis</u>	<u>ADP by Quarter</u>	<u>Agreed Upon ADP Baseline</u>	<u>Variance from Baseline</u>	<u>Per Diem Rate</u>	<u># of days in Quarter</u>	<u>Per Diem Charge</u>
Jul	469						
Aug	468						
Sep	472						
	<u>Quarter 1</u>	<u>470</u>	426	44	\$2.89	92	\$11,698.72
Oct	399						
Nov	437						
Dec	421						
	<u>Quarter 2</u>	<u>419</u>	426	(7)	N/A below the baseline		\$0.00

D. Annual Rate Adjustments

The base payment rates, Juvenile Hall weekend rate and per diem rate, as described above, for providing services in FY 08/09 and FY 09/10, shall be adjusted on July 1st of each fiscal year by the percentage increase of the medical index of the CPI San Francisco-Oakland Region from February to February of each year.

Example - Assuming Medical CPI-u adjustment of 3% from February 2007 to February 2008,

then the new rates for FY 08/09 would be as follows:

	<u>Rate as of 6/30/08</u>		<u>Medical CPI-u</u>		<u>Adjusted</u>
Adult Facilities	\$ 169,600.06/ month	+	3%	=	\$174,688.06
Juvenile Facilities	\$29,876.32 / month	+	3%	=	\$30,772.61
Weekend Services	\$289.00 / day	+	3%	=	\$297.67
Per Diem	\$2.89 / day	+	3%	=	\$2.98

This is only an example; the actual rates for FY 08/09 and FY 09/10 will be based upon the actual published CPI-u increases.

E. Compensation Process

Contractor shall invoice for Base Payments on a monthly basis. Payments to Contractor will be made by the tenth of the month for that current month and shall be 1/12 (one-twelfth) of the total current 12 month Base Rate as described in Paragraph A., Items 4 and 7, as adjusted for each respective contract year or subsequently amended. Per Diem payments, if any, will be billed separately by Contractor on a quarterly basis. Invoices for Base Payments and per diem charges shall be submitted to PHD.

Fees related to Juvenile Facility weekend visits shall be based on actual activity (actual services provided) and not by formula or other method of estimation. Contractor shall submit supporting documentation to County along with invoices for weekend services.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendment(s) shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. Any modification of the description of services, staffing pattern, attached as Exhibit B, or any other miscellaneous component of this Agreement shall require written notification and justification by the modifying party to the other and approval by the Contract Administrator, pursuant to the provisions under Article XX herein, prior to final execution of said amendment(s) by both parties. Any modification to medical, dental and mental health services shall be in compliance with all applicable laws

ARTICLE V

Contractor to County: It is understood that the services provided under this Agreement shall be performed in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VI

Assignment and Delegation: Contractor is engaged by County for their unique qualifications and skills as well as those of their personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE VIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget may not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE IX

Default, Termination, and Cancellation:

A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not

cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date in which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: Either party may terminate this Agreement in whole or in part one hundred and twenty (120) calendar days upon written notice by terminating party to the other for any reason.

County may terminate this Agreement as set forth below at any time Contractor fails to carry out the Agreement provisions, or fails to provide the services or staffing as set forth in Exhibit A. 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, County shall issue Contractor a Notice of Termination.

If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: GAYLE ERBE-HAMLIN, DIRECTOR

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

CALIFORNIA FORENSIC MEDICAL GROUP, INC.
CANNERY ROW PARK PLAZA
300 FOAM STREET, SUITE B
MONTEREY, CA 93940
ATTN: DAN HUSTEDT, VICE PRESIDENT/FINANCE

or to such other location as the Contractor directs.

ARTICLE XI

Indemnity: To the fullest extent of the law, Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly provided by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$2,000,000.00 per occurrence and \$5,000,000.00 aggregate limit for bodily injury and property damage.

- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and/or is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$2,000,000.00 per occurrence and \$5,000,000.00 aggregate limit.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration

and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

ARTICLE XIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XV

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVI

Taxpayer Identification / Form W9: All individuals/sole proprietors, corporations, partnerships, associations, organizations or public entities providing services to the County shall provide a fully executed Department of the Treasury Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification".

ARTICLE XVII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County, without possessing a County business license, unless exempt under County Code, Section 5.08.070.

ARTICLE XVIII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XIX

HIPAA: Under this Agreement, Contractor will provide services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to Contractor for the purposes of carrying out its obligations. Contractor, as a "Covered Entity" agrees to comply with all the terms and conditions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated there under.

ARTICLE XX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Gayle Erbe-Hamlin, Director of Public Health, or successor.

ARTICLE XXI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

CONTRACTOR

By: _____
Taylor Fithian, M.D., President
California Forensic Medical Group, Inc.

Date: _____

By: _____
Elaine Hustedt, Corporate Secretary
California Forensic Medical Group, Inc.

Date: _____

COUNTY OF EL DORADO

By: _____
Helen K. Baumann, Chair
El Dorado County Board of Supervisors

Date: _____

ATTEST:
Cindy Keck, Clerk

By: _____ Date: _____
Deputy Clerk