

ORIGINAL

AGREEMENT FOR SERVICES 034-S1411 Medical Services for County Detention Facilities

THIS AGREEMENT made and entered into 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 2511 Garden Road, Suite A160, Monterey, CA 93940 (hereinafter referred to as "Contractor"), and whose Agent for Service of Process is Dan Hustedt, 300 Foam Street, Suite B, Monterey, CA 93940.

R E C I T A L S

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 of County's detention facilities; and

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide medical services defined as physical healthcare, certain mental healthcare, and dental care services for all 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 (all references to "State" in this Agreement shall mean the State of California unless otherwise specified), and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as 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:

A. Definitions:

Adult Facilities	For the purposes of this Agreement, the Placerville and South Lake Tahoe jails will be referred to as "Adult Facilities."
AED	Automated External Defibrillator
Booking	See "Intake" below.
CCR	California Code of Regulations
CFMG	California Forensic Medical Group
CFMG Facility Specific Policy & Procedure Manual (CFMG P&P Manual)	Pursuant to Title 15 California Code of Regulations (CCR) Section 1206, the Facility Administrator(s) and the Contractor shall maintain a written manual, which shall be updated and reviewed annually. There currently exists both an Adult and a Juvenile CFMG P&P Manual.
CMSP	County Medical Services Program
Facilities	Collectively, all four (4) locations (Adult Facilities and Juvenile Facilities) will be referred to as "Facilities."
Facility	One of the four aforementioned "Facilities."
Facility Administrator	That County Officer or employee with responsibility for the overall management of the "Facility."
Fit For	A term used to identify that an inmate or Ward has received medical clearance prior to admission to the facility and is "fit for" admission thereto.
HHSA	County of El Dorado Health and Human Services Agency
Inmate	Shall refer to all detainees housed for any period at Adult Facilities.
Intake - Adults	For purposes of this Agreement and with respect to Adult Facilities, "Intake" shall represent the process of (1) documenting personal identification demographics; (2) photograph of the individual; (3) fingerprinting; (4) Department of Justice records check; and (5) a review of the charges against the individual along the any bail amount. The individual then undergoes a Medical Receiving Screening at which time they may or may not be medically cleared by CFMG for admittance to the Facility. If the individual is not medically cleared, they are transported to the Emergency Department at the local hospital for medical evaluation and clearance there. Upon return to the jail, CFMG licensed medical staff will determine if the individual is medically suitable to be admitted under CFMG's care. This procedure is sometimes referred to as being "booked" into the Facility.
Intake – Juveniles	For purposes of this Agreement, medical screening during the "intake" process includes but it not limited to the following: a Deputy Probation Officer will complete a medical screening document for the Ward, will review said document with the Ward; and the staff at the Juvenile Facility will then exercise their discretion whether or not to contact the on-call provider for Contractor in order to request the on-call provider's determination

	of whether the Ward requires medical clearance at the Emergency Department at the local hospital prior to placement in the Juvenile Facility. The staff at the Juvenile Facility will obtain a medical consent signature from a parent or legal guardian for the Ward as soon as is practical and at which time the staff at the Juvenile Facility will process any medications currently prescribed for the Ward.
Juvenile Facilities	The Juvenile Hall and Juvenile Treatment Center will be referred to as "Juvenile Facilities."
Licensed Healthcare Personnel ("Staff")	Licensed Vocational Nurse (LVN); Registered Nurse (RN); Family Nurse Practitioner (FNP); Physician Assistant (PA); or Physician (M.D.)
LVN	Licensed vocational nurse.
Medical Director	The Physician assigned by CFMG to the County of El Dorado Facilities.
Medical Receiving Screening	Pursuant to Penal Code Section 6030, "Medical Receiving Screening" shall be in accordance with written procedures and shall include but not be limited to medical and mental health problems, developmental disabilities, and communicable diseases including but not limited to tuberculosis and other airborne diseases. The screening shall be performed by licensed health personnel or trained facility staff.
MHD	Health and Human Services Agency Mental Health Division
PPD	Tuberculin Purified Protein Derivative – test for tuberculosis ("TB").
Pre-Admission Medical Care	Any event requiring medical treatment occurring prior to an Inmate or Ward being admitted to a medical or psychiatric care facility
Program Manager	The licensed healthcare professional assigned by CFMG to manage the medical program in the facilities.
QAP	Quality Assurance Plan
RN	Registered Nurse
Sobering Cell	Shall refer to an initial "sobering up" place for arrestees (or Wards) who are sufficiently intoxicated from any substance to require a protected environment to prevent injury by falling or victimization by other Inmates (or Wards). Also known as detoxification cells.
TB	Tuberculosis
Temporary Release	Pursuant to CA Penal Code Sections 4018.6 and 1203.1 (a): The sheriff or probation officer of the county may authorize the temporary removal under custody or temporary release without custody of any inmate of the county jail or other detention facility for family emergencies or for purposes preparatory to his return to the community, if the sheriff or probation officer concludes that such inmate is a fit subject therefor. Any such temporary removal shall not be for a period of more than three days.
Ward	Shall refer to all minors housed for any period of time at Juvenile Facilities.

B. County Facilities to be Served:

1. The Placerville Jail, located at 300 Forni Road, Placerville, CA 95667;
2. The South Lake Tahoe Jail, located at 1051 Al Tahoe Boulevard, South Lake Tahoe, CA 96150;
3. The Placerville Juvenile Hall located at 299 Fair Lane, Placerville, CA 95667; and
4. The South Lake Tahoe Juvenile Treatment Center, located at 1041 Al Tahoe Boulevard, South Lake Tahoe, CA 96150.

C. Responsibility of County:

1. Detoxification: Custody staff shall monitor detoxification cells (sobering cells) in accordance with Title 15, CCR Section 1213 "Detoxification Treatment."
2. Use of Space and Equipment: County shall make available to Contractor all space and use of County-owned equipment pursuant to inventory attached hereto as Exhibit A, and incorporated by reference herein. County shall ensure a separate room is provided for dental services at the Adult Facility in Placerville. County will provide space required to store active and inactive medical records including but not limited to space at the Facilities and archival of documents pursuant to County Board of Supervisors Policy A-9, incorporated by reference as if fully set forth herein.
3. 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.
4. Inmates from Other Counties: Sheriff's Office shall identify those inmates who are the financial responsibility of another County and provide that information to Contractor.

D. Responsibility of County and Contractor:

1. County and Contractor acknowledge the potential for changes in State and Federal standards and regulations that could impact the terms and conditions herein, and mutually agree to work together in the best interest of all parties to accommodate such eventuality.
2. Contractor and County Contacts: The Contractor's on-site 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 Facilities Administrator(s) shall be designated as the County day-to-day contact person. The Contract Administrator or designee shall be the primary liaison to the Contractor on behalf of County for any issues outside of the day-to-day operational issues.
3. Inmate / Ward Transportation:
 - a. County shall provide and pay for routine transportation of Inmates and Wards. County will provide staff to transport Inmates/Wards to and from medical appointments for on-site and off-site care. County will provide escort as required for Contractor personnel during medical rounds.
 - b. 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. Ambulance transportation determined to be medically necessary by Contractor staff shall be part of the base rate and shall not be considered a part of the hospital financial liability as defined herein.
4. Medical Equipment & Supplies: Contractor shall be responsible for providing all new medical equipment, which shall remain the property of Contractor. Contractor will supply forms required in the performance of this Agreement.

5. Medical Receiving Screening Protocol: Contractor and the appropriate Facility Administrator shall collaborate to ensure the then-current Medical Receiving Screening Protocol for both the Adult and Juvenile CFMG P&P Manuals remain up to date and in compliance with Title 15 CCR as needed.
6. Policy & Procedure Manuals Specific to Facilities:
 - a. Contractor has developed and shall maintain the Adult and Juvenile CFMG P&P Manuals, as they shall be amended from time to time pursuant to Title 15 CCR Section 1206 "Health Care Procedures Manual." In the event of conflict between the Adult CFMG P&P Manual and Federal, State or County law; or the Juvenile CFMG P&P Manual and Federal, State or County law; the Federal, State or County law shall take precedence.
 - b. Contractor shall initiate a CFMG P&P Manual(s) review and update process at least annually.
 - c. Contractor shall develop and maintain any protocol and reference manuals for services provided under this Agreement, in compliance with Title 15 California Code of Regulations.
 - d. Existing policies and procedures related to services provided under this Agreement shall not be revised by either party to this Agreement without mutual concurrence of the parties hereto.
 - e. New policies and/or procedures related to services under this Agreement shall not be implemented without mutual concurrence of the parties hereto.
7. Suicide Prevention Plans:
 - a. Contractor, Facility Administrator of the Adult Facilities, and Health and Human Services Agency Director or designee shall collaborate to ensure the then-current written suicide prevention plan in the CFMG P&P Manual specific to the Adult Facilities remains up-to-date, pursuant to Title 15 CCR.
 - b. County MHD, the Facility Administrator of the Adult Facilities, the Health and Human Services Agency Director or designee, and the Contractor shall collaborate to ensure the then-current written suicide prevention plan in the CFMG P&P Manual specific to the Juvenile Facilities remains up-to-date pursuant to Title 15 CCR.

E. Responsibility of Contractor:

1. Civil Rights: Contractor shall ensure services under this Agreement are provided without any discriminatory practice based on gender, sexual orientation, age, ethnicity, religion, handicap, marital status, national origin, or ancestry.
2. Compliance:
 - a. For the purpose of this Agreement, Contractor agrees to comply with all applicable laws, including the provisions of Title 15, California Code of Regulations, relating to medical services in corrections institutions, incorporated by reference as if fully set forth herein.
 - b. Contractor agrees to comply with all sections referring to inmate medical and dental in correctional institutions in the County of El Dorado 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 hereto as Exhibit B, and incorporated by reference herein.
 - c. Contractor agrees to follow all laws of the State of California.

3. Conformity to Title 15 California Code of Regulations: All services provided by Contractor shall be carried out in conformance with Title 15 CCR Article 11 "Medical/Mental Health Services."
4. Continuity of Care: Contractor will communicate with Contract Administrator or designee on an "as needed" basis and with any treating clinician to promote continuity of care.
5. Inmate or Ward Eligibility for Medical Coverage: Contractor agrees to make reasonable efforts to facilitate determination of eligibility for medical coverage in coordination with County of El Dorado Eligibility Workers. In the event regulations allow Medi-Cal (or subsequent plan) eligibility for Inmates or Wards, Contractor shall remit to County on a quarterly basis payment in an amount equal to cost reimbursements received by the treating hospital for inpatient services required under this Agreement.
6. Inmates or Wards for whom Contractor is responsible:
 - a. For the purpose of this Agreement, Contractor is responsible for the Medical Receiving Screening of each Inmate. However, the responsibility of Contractor for the medical care of an Inmate or Ward commences with the medical clearance (whether by CFMG or a hospital emergency room, if such medical clearance is acceptable to CFMG) and subsequent physical placement of said Inmate or Ward into any one of the Facilities after booking (Adult Facilities) or admittance (Juvenile Facilities). For services provided under this Agreement, Contractor maintains said responsibility until Inmate or Ward is officially released from County custody at the completion of sentence, upon pardon, upon parole, or other manner of official release, as defined in California Penal Code 4018.6.
 - b. Contractor is responsible for the medical care of Inmates or Wards who are temporarily outside one of the Facilities in the company of an employee of the County of El Dorado law enforcement agency or Facility staff.
 - c. Contractor is responsible for the medical care of Inmates or Wards who are temporarily outside one of the Facilities to receive inpatient medical or psychiatric care as authorized by the Contractor within the terms of this Agreement.
7. Inmates or Wards for whom the Contractor is not responsible: Contractor is not responsible for the medical care of Inmates or Wards on "temporary release" that are not in custody. Contractor is not responsible for the medical care of Inmates or Wards in the custody of other law enforcement agency or penal jurisdictions located outside the County of El Dorado. Contractor is not responsible for the medical care of Inmates or Wards who have escaped from a Facility.
8. Quality Assurance Program:
 - a. Contractor shall maintain a comprehensive Quality Assurance Plan ("QAP") throughout the term of this Agreement.
 - b. Contractor will provide a copy of the QAP and any updates or revisions to the Facility Administrators and Contract Administrator on an annual basis.
 - c. Contractor shall provide County with statistical summaries of quality assurance activities, upon request.
9. Services for Facility Staff:
 - a. **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 Facilities staff, Inmates, and Wards; Contractor will assist

and provide all staff necessary to complete the inoculations on-site. County will budget the vaccines through the annual budgets for the Facilities.

- b. **Emergency First Aid:** Contractor shall respond and provide emergency first aid to County staff within the confines of the Facilities. Contractor shall provide First Aid kits, as specified in the CFMG P&P Manuals, to be made available in designated areas of all Facilities.
 - c. **Facility Staff Training:** Contractor shall provide a minimum of eight (8) hours of annual training for Correctional Officers/Deputy Probation Officers of all four (4) Facilities concerning health care issues pertinent to the Facilities and as mutually agreed by the parties hereto.
 - d. **Medical Waste Storage/ Disposal:** Contractor shall store all medical waste created in the performance of this Agreement pursuant to the California Medical Waste Management Act (CA Health and Safety Code [“H&S Code”] Sections 117600 through 118360). Contractor shall provide for pick-up of contaminated medical waste created in the performance of this Agreement, by a Medical Waste Hauler who meets the requirements of H&S Code Section 117900.
 - e. **Notification of Serious Health Conditions:** Contractor shall notify Facility Administrators in writing concerning significant health conditions of Inmates or Wards, including but not limited to injuries or illnesses requiring medical care that cannot be provided by Contractor on-site and as specified in Title 15 CCR Section 1206.5 and Health & Safety Code, Division 1, Part 1, Section 121070, incorporated by reference as if fully set forth herein. In addition, Contractor shall make reports to the County Public Health Officer pursuant to Title 17 CCR §§ 2500, 2593, 2641-43 and 2800-2812, incorporated by reference as if fully set forth herein, regarding all reportable conditions. Contractor shall notify Contract Administrator of such conditions by email or fax within twenty-four (24) hours of identifying condition.
 - f. **Vaccinations:** Contractor will provide nursing time to perform Hepatitis B vaccine inoculations and TB testing for Facilities staff. Contractor will document inoculations and testing, and records shall be maintained by Contractor for the term of this Agreement; however, records shall remain the property of County and shall be returned to County upon request.
 - g. County will provide Hepatitis B vaccine, tuberculin PPD, and supplies for this process through the annual budgets for the Facilities. County will coordinate scheduling with Contractor.
10. Services for Jail Population:
- a. **Dental:**
 - i. **Dental Purpose:** The attending licensed dentist (contractor) will be responsible for providing medically necessary dental services to inmates detained in county jail facilities, which if deferred, could be detrimental to the inmate’s general health. The inmate is responsible for obtaining and purchasing dental services that are beyond the scope of jail dental services and can be reasonably deferred, as determined by the attending dentist, until the inmate is released from custody from the county jail.
 - ii. **Dental Screening:** The attending dentist shall perform an oral health screening upon the request of the inmate, to assess the inmate’s chief complaint and determine the inmate’s dental needs and urgency of these needs. Oral health screenings shall

include a visual oral examination and limited radiographic examination to diagnose the patient's chief complaint. The purpose of the oral health screening shall be for the identification, diagnosis, and treatment of the inmate's chief complaint, which may include diagnosis of dental pathology, periodontal disease, dental caries, pupal status, dental trauma, radiographic pathology, and oral hygiene status.

- iii. **Dental Services:** Medically necessary dental services shall include, but may not be limited to, non-surgical scaling and prophylaxis, oral hygiene instructions, temporary or permanent fillings, dental extractions, and other treatments determined to be medically necessary. Endodontic treatment and teeth replacement are not provided at the county jail clinics, and inmates can request these services at their own expense by an outside dentist. Inmates requesting dental services will be prioritized as medically indicated, and will be scheduled to see the dentist as soon as possible.
- iv. **On-site Facilities** may be used as appropriate; however, medically necessary oral surgery or dentistry that cannot be safely provided on-site may be referred to outside specialists.
- b. **Detoxification from Drugs and Alcohol:** Contractor shall provide medical supervision to all Inmates undergoing detoxification at the Adult Facilities. Medical personnel shall monitor Inmates upon admittance to the "sobering cell" in accordance with Title 15 guidelines and the CFMG P&P Manual. Contractor's staff shall document assessment in the Inmate's medical record.
- c. **Food Service Health Clearance:** Custody staff will provide a list to Contractor on a weekly basis of Inmates that are scheduled to work in the kitchen. Contractor shall perform a health clearance for all Inmates scheduled to work in the kitchen and provide Custody staff with a list of Inmates who have been medically cleared for kitchen duty.
- d. **Individualized Mental Health Treatment Plans:** Contractor shall develop a written treatment plan for each Inmate receiving mental health treatment in an Adult Facility. When necessary and to ensure coordination and cooperation in the ongoing care of the Inmate, Contractor shall ensure custody staff are informed of said treatment plan. This treatment plan shall include referral to treatment after release from the Facility, when recommended by treatment staff.
- e. **Laboratory, Radiology, Pharmaceuticals, Medical Supplies, Equipment, and Medical Record Supplies:** Contractor shall be responsible for the purchase and provision of required pharmaceuticals, medical supplies, and medical records supplies. Contractor is responsible for purchasing required laboratory services and mobile radiology services. Contractor shall comply with applicable Title 15 CCR Sections, including but not limited to Section 1216 and Section 1438 pertaining to pharmaceutical management, incorporated by reference as if fully set forth herein.
- f. **Medical Care:** Contractor shall develop a written treatment plan for each Inmate treated for a major medical problem. When necessary, to ensure coordination and cooperation in the ongoing care of the Inmate, Contractor shall ensure custody staff are informed of said treatment plan. This treatment plan shall include referral for treatment after release from the Facility, when recommended by treatment staff.

Contractor will identify adult Inmates who require ongoing treatment and care and shall provide custodial staff with this information. Contractor will make every reasonable

effort to provide those identified persons with a Medi-Cal and/or CMSP application packet upon release. Such packets may be obtained from the Health and Human Services Agency.

- g. **Medical Receiving Screening:** Unless Inmates have been transferred from within the County system and have previously received a Medical Receiving Screening, a screening shall be completed on all Inmates at the time of intake.

Medical Receiving Screening shall be performed by licensed health personnel and completed in accordance with the Adult CFMG P&P Manual, Pre-Detention Medical Evaluation/Intake Screening, and shall include but not be limited to: (1) medical and mental health problems, (2) developmental disabilities, and (3) communicable diseases including but not limited to tuberculosis and other airborne diseases.

Contractor shall maintain and follow the Adult CFMG P&P Manual pertaining to any Inmate who appears at this screening to be in need of or who requests, medical treatment, mental health treatment, or treatment for developmental disability.

When medically indicated, Contractor shall provide medical services on-site as necessary during receiving screening.

Contractor's licensed health personnel shall, based on criteria established in the Adult CFMG P&P Manual, have the authority to make the final decision for accepting or not accepting Inmates into custody prior to outside evaluation and treatment. Once an Inmate has been cleared by outside medical evaluation, the Facility Administrator or designee shall have final authority to decide whether an Inmate shall be admitted to facility or not.

- h. **Medical Records:** Medical/mental health records prepared by Contractor, and those medical/mental health records created by previous Adult Facilities medical providers that are currently stored at the Facilities, shall be maintained by Contractor for the term of this Agreement; however, records shall remain the property of County and, if necessary, shall be returned to County.

Contractor shall be the custodian of records during the term of this Agreement. As such, Contractor will be responsible for the accurate and timely documentation of all medical events, medication, and treatment. Medical records will be housed in accordance with HIPAA requirements and retained for a period of not less than two years on site at the Adult Facilities, as space allows. Thereafter, Contractor shall collaborate with County staff to prepare records for storage in the County Records Management location.

Contractor will use the booking number as a unique identifier for medical records and shall make every effort to obtain medical records from prior incarcerations. These records shall be incorporated into a unit record by Inmate.

Contractor shall be responsible for the maintenance of all medical records; however, said medical records shall be the property of the County.

Contractor shall maintain all records in accordance with Title 15, CCR, Section 1205 "Medical/Mental Health Records" incorporated by reference as if fully set forth herein. In addition, Contractor shall adhere to all laws relating to confidentiality of medical records.

Contractor shall ensure that all pertinent medical information be prepared and available to accompany Inmates being transferred to other detention/correctional facilities.

- i. **Medication Administration:** Contractor nursing staff shall be responsible for administering medications. Medications will principally be administered on a two-times-a-day regimen.

All pharmaceuticals will be stored, inventoried, and administered in accordance with all applicable laws and guidelines relating to pharmaceutical practices including but not limited to Title 15 CCR Section 1216 "Pharmaceutical Management," incorporated by reference as if fully set forth herein.

- j. **Mental Health Services:** Contractor will provide mental health services on-site or via telemedicine conference to all Inmates incarcerated in an Adult Facility and shall do so in satisfaction of all requirements of Title 15, CCR. Furthermore, Contractor will meet all current requirements of any other provision of law as it pertains to the provision of mental health care to Inmates in County correctional facilities.

Notwithstanding the foregoing provisions, regarding the services to be provided by Contractor, all court ordered referrals of persons charged solely with misdemeanor offenses for mental health services pursuant to Penal Code Section 1367 et seq. are excluded from the services to be provided by Contractor pursuant to this contract and shall remain the responsibility of the County Health and Human Services Agency, Mental Health Division and its Director. In addition, notwithstanding the provisions set forth herein, all court-ordered evaluations for mental health services made pursuant to Penal Code Section 4011.6 are excluded from the services to be provided by Contractor pursuant to this Agreement.

It is also understood, and mutually agreed by parties hereto, that Contractor shall be financially responsible for Inmates in the Adult Facilities who are admitted to a mental health facility pursuant to the provisions of Penal Code Section 4011.6 by referrals made by the Sheriff's Office, Probation Department, or Contractor staff. Contractor's financial liability shall be limited to that described in the Article titled "Compensation for Services," paragraph heading "Hospital Financial Liability."

Contractor shall be responsible for providing limited ongoing drug and alcohol counseling to Inmates.

- k. **Off-Site Services:** Contractor shall provide required medical/surgical inpatient hospital care, off-site specialty care, off-site clinic care, Emergency Department care, and other health-related ancillary services for those Inmates who have been physically placed in Adult Facilities after medical clearance and booking.

All such care shall be approved in writing and referred by Contractor staff using a Contractor referral form substantially similar to that attached hereto as Exhibit C, and incorporated by reference herein.

Contractor shall not refer, or be responsible for, elective procedures that can be safely provided once an Inmate is released from custody.

Contractor shall make every effort to use Marshall Medical Center ("Marshall") or Barton Healthcare Systems ("Barton") for patients requiring hospitalization and/or emergency services to the extent that the aforementioned facilities can provide the required services and to the extent medically appropriate. In the event that services cannot be provided at Marshall or Barton, Contractor will arrange to transfer patient to other California providers. If no such healthcare provider is available within a reasonable and appropriate distance and travel time to meet the medical needs of patient, Contractor may use the nearest capable healthcare provider.

Contractor will notify the Contract Administrator, or designee, of all admissions via email or by telephone within twenty-four (24) hours of an event. In those cases where admission is out of state, Contractor will provide the circumstances requiring out-of-state admission to the Contract Administrator, or designee.

Contractor shall notify the County's designated catastrophic insurance carrier of all admissions within forty-eight (48) hours of admission via the agreed-upon procedure (currently via faxing appropriate documentation to both the designated catastrophic insurance carrier and the Contract Administrator or designee).

Contractor, as the designated medical authority, shall communicate with the treating physician in the community regarding the care and treatment of hospitalized inmate(s) and shall communicate the status of said care and treatment to the Facility Administrator and Contract Administrator regarding treatment plan, length of stay, and other appropriate information.

Contractor shall provide third party payer information to off-site providers when such information is available.

- l. **On-Call Medical Emergency Services:** Contractor shall ensure licensed medical personnel are available to provide consultation to nursing staff and to come to the Facilities as required on a twenty-four (24) hours a day, seven (7) days a week basis.
- m. **On-Site Medical Emergency Services:** Contractor shall ensure licensed medical personnel are available to provide consultation to nursing staff and to come to the Facilities as required on a twenty-four (24) hours a day seven (7) days a week basis.
- n. **Orthopedic or Prosthetic Appliances:** Contractor and Facility Administrator shall have developed, and Contractor shall comply with, a written plan for complying with California Penal Code Section 2656 incorporated by reference as if fully set forth herein. Contractor shall provide medical and/or dental prostheses and corrective eyeglasses when the health of the Inmate would otherwise be adversely affected,

pursuant to California Penal Code Section 2656, incorporated by reference as if fully set forth herein.

- o. **Sick Call:** Sick call will be conducted five (5) days a week, with emergency response on weekends. Inmates shall be scheduled for sick call as soon as possible, or as indicated based on the medical condition.

Sick call shall be conducted by a licensed healthcare professional including one of the following: Registered Nurse (RN), Family Nurse Practitioner (FNP), Physician Assistant (PA), or Physician (M.D.)

Sick call shall be conducted in accordance with Title 15, CCR Section 1211 "Sick Call," incorporated by reference as if fully set forth herein, and written standardized procedures, as defined in the Adult CFMG P&P Manual, Sick Call Procedure.

Sick call shall be conducted in designated areas of the clinic or housing units, with as much privacy as security concerns allow.

- p. **Special Medical Diets:** Contractor Staff will evaluate the need for and ensure any medically required special diets are prescribed for Inmates as appropriate. Contractor will coordinate with facility food service management staff regarding the types of medically required special diets that can be offered to the Inmate population.
 - q. **Special Mental Disorder Assessment:** An additional mental health screening will be performed according to written procedures on Inmates who have given birth within the past year and are charged with murder or attempted murder of their infants. Such screening will be performed at intake and, if the assessment indicates postpartum psychosis, a referral for further evaluation will be made.
 - r. **Tuberculosis (TB) Testing:** Contractor will perform TB screening on all Inmates who reside in the Adult Facilities within fourteen (14) days of booking following protocol established between Contractor and County. Contractor will provide PPD testing and chest x-rays as appropriate. Any further testing requirements established by the County Health and Human Services Agency Public Health Division will be the financial responsibility of the County. Contractor will provide nursing staff time to perform test(s), but the cost of testing beyond PPD and chest x-ray will be the financial responsibility of the Health and Human Services Agency, Public Health Division.
11. Services for Juvenile Facilities Population
- a. **Dental Services:** Contractor will be responsible for providing Wards dental services on an urgent need basis, utilizing local services outside the Facilities.
 - b. **Detoxification from Drugs and Alcohol:** During regularly scheduled hours and after medical clearance, Contractor staff shall provide medical supervision for juveniles undergoing detoxification from mind-altering drugs, including alcohol, while at the Juvenile Facilities, pursuant to Title 15 CCR Section 1431 "Intoxicated and Substance Abusing Minors," incorporated by reference as if fully set forth herein. No standing orders will be used.

County shall ensure that during periods when no Contractor staff is present, Wards presenting "withdrawal" symptoms prior to intake will be transported to an appropriate acute care facility.

- c. **Food Service Health Clearance:** Custody staff will provide a list to Contractor on a weekly basis of Wards that are scheduled to work in the kitchen. Contractor shall perform a health clearance for all Wards scheduled to work in the kitchen and provide Custody staff with a list of Wards who have been medically cleared for kitchen duty.
- d. **Individualized Treatment Plans:** Contractor shall develop a written treatment plan for each Ward treated for a chronic medical problem requiring daily medication. Contractor shall ensure custody staff are informed of the treatment plan, when necessary, to ensure coordination and cooperation in the ongoing care of the Ward. This treatment plan shall include referral to treatment after release from the Facility, when recommended by treatment staff.
- e. **Laboratory, Radiology, Pharmaceuticals, Medical Supplies, Equipment, and Medical Record Supplies:** Contractor shall be responsible for the purchase and provision of required pharmaceuticals, medical supplies, and medical records supplies. Contractor is responsible for purchasing required laboratory services and radiology services. Contractor shall comply with applicable regulations pertaining to pharmaceutical management, including but not limited to Title 15 CCR Section 1438.
- f. **Medical Receiving Screening:** A screening shall be completed on all Wards at the time of intake, with the exception of Wards transferred directly within the County of El Dorado system who have already received a Medical Receiving Screening.

Facility Administrator or designee (i.e., County Juvenile Facility Probation staff) will complete the "Intake Health Screening" form, attached hereto as Exhibit D, and incorporated by reference herein. This form is for purposes of example only and may be modified to incorporate improvements in design that are mutually acceptable to the parties and approved in writing by Agreement's Contract Administrator.

During hours that Contractor staffing is regularly scheduled, the "Intake Health Screening" form may be reviewed with Contractor to determine whether Ward is medically appropriate for admittance to the Juvenile Facility. During hours that Contractor staff is not scheduled, Facility Administrator or designee shall contact the Contractor on-call medical provider to review "Intake Health Screening" information and determine whether Ward is medically appropriate for admittance to the Juvenile Facility.

Requests to Contractor staff or on-call Contractor staff for consultation on screenings will be responded to as required. When medically indicated, on-site medical services shall be provided by Contractor staff during regularly scheduled hours or on-call staff during non-scheduled hours, as necessary during medical receiving screening.

- q. **Medical Records:** Medical/mental health records prepared by Contractor, and those medical/mental health records created by previous Juvenile Facilities medical providers that are currently stored at the Facilities, shall be maintained by Contractor for the term of this Agreement; however, records shall remain the property of County and, if necessary, shall be returned to County. These records shall be maintained in this case by County for a period of not less than ten (10) years; however, all records shall be maintained for at least one (1) year after the Ward reaches the age of majority (eighteen

years of age). County shall have access to all medical records; County shall be responsible for any destruction of all medical records.

Contractor shall be the custodian of records during the term of this Agreement. As such, Contractor will be responsible for the accurate and timely documentation of all medical events, medication, and treatment. Medical records will be housed in accordance with HIPAA requirements and retained for a period of not less than two (2) years on site at the Juvenile Facilities, as space allows. Thereafter, Contractor shall collaborate with County staff to prepare records for storage in the County Records Management location.

Contractor will use the booking number as a unique identifier for medical records and shall make every effort to obtain medical records of prior incarcerations. These records shall be incorporated into a unit record by Ward.

Contractor shall be responsible for the maintenance of all medical records; however, said medical records shall be the property of the County.

Contractor shall maintain all records in accordance with Title 15, CCR, Section 1205 incorporated by reference as if fully set forth herein. In addition, Contractor shall adhere to all laws relating to confidentiality of medical records.

Contractor shall ensure that all pertinent medical information is prepared and available to accompany Wards being transferred to other detention/correctional facilities.

- g. **Medication Administration:** Contractor nursing staff shall be responsible for administering medications during the regularly scheduled hours of work. Medications will principally be administered on a two-times-a-day regimen. All pharmaceuticals will be stored, inventoried, and administered in accordance with all applicable laws, guidelines relating to pharmaceutical practices, including but not limited to Title 15 CCR Section 1216, incorporated by reference as if fully set forth herein.

During all hours not covered by regularly scheduled Contractor staff, County shall provide trained non-licensed personnel to deliver medications acting on the order of a prescriber, pursuant to Title 15 CCR Section 1438, incorporated by reference as if fully set forth herein.

Contractor shall provide training to Juvenile Facilities non-licensed personnel regarding safe administration techniques and common side effects of medications.

- h. **Mental Health:** Contractor will not be responsible for the overall mental health program at Juvenile Facilities, except regarding a suicide prevention plan. County Health and Human Services Agency Mental Health Division shall provide mental health services at the Juvenile Facilities.

Contractor shall provide the following support for mental health services at the Juvenile Facilities:

- v. Contractor shall be responsible for ordering, but not paying for, medications according to written prescriptions provided by County MHD staff.
- vi. Contractor shall collaborate with County MHD staff to ensure access to emergency pharmacy services, or on the weekends, for psychotropic drug requirements in the Juvenile Facilities.
- vii. Medications prescribed by the County MHD staff shall be invoiced directly from the pharmacy to the Health and Human Services Agency Mental Health Division. Any invoices received by Contractor for said prescriptions shall be returned to Pharmacy with a request to invoice County MHD directly.
- viii. Contractor shall provide (1) management of psychotropic drug prescriptions; (2) maintenance of Medication Administration Records ("MARS") documentation; and (3) inventory control to ensure a sufficient supply is maintained on hand during incarceration, and a two-week supply to be provided to Ward upon release.
- ix. Administration of psychotropic drugs as prescribed by County MHD physician during the regularly scheduled hours of Contractor coverage.
- x. During all hours not covered by regularly scheduled Contractor staff, County shall provide trained non-licensed personnel to deliver medications acting on the order of a prescriber, pursuant to Title 15 CCR Section 1438, incorporated by reference as if fully set forth herein.
- xi. Contractor shall provide training to Juvenile Facilities non-licensed personnel regarding safe administration techniques and common side effects of medications.
- xii. Contractor shall develop written policies and procedures for controlled administration of medication, pursuant to Title 15, CCR Section 1438 "Pharmaceutical Management," incorporated by reference as if fully set forth herein.
- xiii. Contractor shall work collaboratively with County MHD staff to ensure appropriate documentation of psychotropic drug administration to Wards, consistent with Title 15, CCR Section 1430 "Intake Health Screening."
- i. **Off-Site Services:** Contractor shall provide required medical/surgical inpatient hospital care, off-site specialty care, off-site clinic care, emergency room care, and other health-related ancillary services for those Wards who have been physically placed in Juvenile Facilities after medical clearance and admittance. All such care shall be approved in writing and referred by Contractor staff using a Contractor referral form substantially similar to that attached hereto as Exhibit C and incorporated by reference herein.

Contractor shall not refer, or be responsible for, elective procedures that can be safely provided once a Ward is released from custody.

Contractor shall make every effort to use Marshall Medical Center ("Marshall") or Barton Healthcare Systems ("Barton") for patients requiring hospitalization and/or emergency services to the extent that the aforementioned facilities can provide the required services and to the extent medically appropriate. In the event that services cannot be provided at Marshall or Barton, Contractor will arrange to transfer patient to other California providers. If no such healthcare provider is available within a reasonable and appropriate distance and travel time to meet the medical needs of patient, Contractor may use the nearest capable healthcare provider.

Contractor will notify the Contract Administrator, or designee, of all admissions via email or by telephone within twenty-four (24) hours of an event. In those cases where admission is out of state, Contractor will provide the circumstances requiring out-of-state admission to the Contract Administrator, or designee.

Contractor shall notify the Contract Administrator of all admissions within forty-eight (48) hours of admission via the agreed-upon procedure (currently via faxing appropriate documentation to Contract Administrator, or designee).

Contractor, as the designated medical authority, shall communicate with the treating physician in the community regarding the care and treatment of hospitalized inmates, and shall communicate the status of said care and treatment to the Facility Administrator and Contract Administrator regarding treatment plan, length of stay, and other appropriate information.

Contractor shall provide third party payer information to off-site providers when such information is available.

- j. **On-Site Medical Care:** Contractor shall perform a medical examination on Wards who are admitted to the Juvenile Facilities in accordance with Title 15, CCR Section 1432 "Health Appraisals/Medical Examinations" guidelines, incorporated by reference as if fully set forth herein.
- k. **On-Call Medical Emergency Services:** Contractor shall ensure licensed medical personnel are available to provide consultation to nursing staff and to come to the Facilities as required on a twenty-four (24) hours a day, seven (7) days a week basis.
- l. **On-Site Medical Emergency Services:** Contractor shall ensure licensed medical personnel are available to provide consultation to nursing staff or Deputy Probation Officers, and to come to the Facilities as required on a twenty-four (24) hours a day seven (7) days a week basis.
- m. **Orthopedic or Prosthetic Appliances:** Contractor and Facility Administrator shall have developed, and Contractor shall comply with, a written plan for compliance with California Penal Code Section 2656 incorporated by reference as if fully set forth herein. Contractor shall provide medical and/or dental prostheses and corrective eyeglasses when the health of the Ward would otherwise be adversely affected, pursuant to California Penal Code Section 2656, incorporated by reference as if fully set forth herein.
- n. **Sick Call:** Sick Call shall be conducted five (5) days a week (Monday through Friday) by a Registered Nurse. Emergency response shall be available on weekends (Saturday and Sunday). Sick call shall be conducted under standardized procedures pursuant to Title 15, CCR Section 1433 "Requests for Health Care Services," incorporated by reference as if fully set forth herein. Contractor shall ensure consultation by a physician is provided on-site once a week at the Juvenile Facilities.
- o. **Special Medical Diets:** Contractor Staff will evaluate the need for, and ensure any medically required special diets are prescribed for Inmates as appropriate. Contractor will coordinate with facility food service management staff regarding the types of medically required special diets that can be offered to the Ward population.

- p. **TB Screening:** Contractor shall perform TB screening on all Wards in Juvenile Facilities within ninety-six (96) hours of intake, following protocol established between Contractor and County. Contractor will provide PPD testing and chest x-rays as appropriate; further testing requirements established by County Health and Human Services Agency, Public Health Division will be the financial responsibility of the County. Contractor shall provide nursing staff time to perform test(s), but cost of testing beyond the PPD and chest x-ray will be the financial responsibility of County Health and Human Services Agency, Public Health Division.
 - q. **Testing:** Contractor shall make available pap smears and testing for sexually transmitted diseases for sexually active minors within ninety-six (96) hours of intake.
 - r. **Vaccinations:** Contractor shall verify each Ward has up-to-date vaccinations utilizing the County-approved database and shall provide vaccinations as necessary to ensure each Ward is current on vaccinations, appropriate to age. County shall ensure Contractor has sufficient access to the aforementioned database to meet this requirement.
12. **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 services should be performed and rendered in a professional, competent, efficient, and satisfactory manner.

ARTICLE II

Term: This Agreement shall become effective upon final signature and shall cover July 1, 2013 through June 30, 2018 unless earlier terminated pursuant to the Article titled "Default, Termination, and Cancellation."

ARTICLE III

Compensation for Services: The total Not-to-Exceed amount for the period July 1, 2013 through June 30, 2014 shall be as defined below. The base payment rates and Per Diem rate shall be adjusted on July 1st of each fiscal year following the first year of this Agreement, by the percentage increase of the medical index of the CPI-U San Francisco-Oakland Region from February to February and as published by the U.S. Bureau of Labor Statistics.

Category	Monthly Amount	Annual Amount
Adult Facilities Base Rate	\$217,020.20	\$2,614,242.40
Juvenile Facilities Base Rate / including weekends	\$38,770.85	\$465,250.22
Estimated Reimbursement for use of PPO Plan (Inmate hospitalizations)	n/a	\$5,000.00
Estimated Per Diem payment @\$3.47 per day per Inmate/Ward over agreed upon base ADP	n/a	\$2,000.00
Total Not-to-Exceed for term July 1, 2013 through June 30, 2014		\$3,086,492.62

Annual rate adjustment sample:

	Base Rate as of 6/30/14		*Medical CPI-u		Adjusted Not-to-Exceed
Adult Facilities	\$2,614,242.40	+	3%	=	\$2,692,669.68
Juvenile Base Rate	\$465,250.22	+	3%	=	\$479,207.73
Per Diem	\$3.47	+	3%	=	\$3.58
*This is only an example; the adjustment will be based on actual CPI-U rates published by the Bureau of Labor Statistics.					

A. Invoices:

1. Base Rate Invoices: Contractor shall invoice for Base Rates on a monthly basis in increments of one-twelfth (1/12) of the total twelve (12) month Base Rate amount as adjusted for each respective contract year or as subsequently amended.

Contractor shall submit invoices to County for Base Rate payments by the first of the month preceding the month in which services are to be provided. For example, Contractor shall submit an invoice by January 1 for services that will be provided during the month of February.

Monthly Base Rates are established using the Average Daily Population (“ADP”) statistics maintained by the Facilities and reported to Contractor by the Facilities. For the purpose of this Agreement, the base ADP for all four Facilities is 426. The ADP is averaged for each quarter; for any quarter that exceeds the base ADP, a Per Diem charge shall be calculated and invoiced by Contractor.

2. Preferred Provider Organization (PPO) Discount: Contractor shall provide County with access to its Preferred Provider Organization (PPO) discount. County will reimburse Contractor for any processing fees related to the use of that PPO discount, which shall not exceed \$5,000.00 annually.
3. Per Diem Invoices: A quarterly Per Diem charge of \$3.47, as adjusted for each respective contract year or as subsequently amended, will be paid for a combined quarterly average Inmate and Ward population for all facilities in excess of 426. Per Diem is intended to cover only variable costs. If the population significantly exceeds the base ADP for an extended period and additional staffing is required, the cost for additional staff must be negotiated separately.

Per Diem payments, if any, shall be billed separately by Contractor on a quarterly basis. Payments to Contractor shall be made by County within forty-five (45) days following County’s receipt and approval of original itemized invoice(s) identifying the period being billed and shall be in accordance with the total Not-to-Exceed amounts as described herein.

Sample Calculation of Quarterly Per Diem:

Month	Average Daily Population (ADP) on a monthly basis	ADP by Quarter	Agreed upon ADP Baseline	Variance from Baseline	Per Diem Rate	# of days in Quarter	Per Diem Charge
July	469						
August	468						
Sept	472						
	Quarter 1	470	426	44	\$3.47	92	\$14,046.56
October	399						
November	437						
December	421						
	Quarter 2	419	426	(7)	N/A - below baseline		\$0.00

- B. **Hospital Financial Liability:** Contractor shall pay for all required hospitalizations of Inmates and Wards who, after booking and medical clearance, have been physically placed in an Adult or Juvenile Facility. As the designated Health Authority for the County of El Dorado Adult and Juvenile Facilities, Contractor shall ensure hospital charges are paid pursuant to California Penal Code 4011.10 (b) which states, "Notwithstanding any other provision of law, a county sheriff, police chief or other public agency that contracts for emergency health services, may contract with providers of emergency health care services for care to local law enforcement patients. Hospitals that do not contract with the county sheriff, police chief, or other public agency that contracts for emergency health care services shall provide emergency health care services to local law enforcement patients at a rate equal to 110 percent (110%) of the hospital's actual costs according to the most recent Hospital Annual Financial Data report issued by the Office of Statewide Health Planning and Development, as calculated using a cost-to-charge ratio."

Contractor's financial liability for medical or psychiatric inpatient episodes is limited to \$20,000.00 per episode per Inmate or Ward. Such episodes are defined as "post admission" to a medical or psychiatric facility. In the event Contractor pays in excess of \$20,000 for an inpatient episode, Contractor shall invoice County for the amount in excess of their \$20,000 liability and County shall reimburse Contractor that amount.

- C. **Out of County Inmates/Wards:** For Inmates or Wards being held by County on behalf of another governmental agency, Contractor's financial liability of \$20,000 for inpatient episodes may be waived by County on a case-by-case basis provided County has a 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 \$20,000 per Inmate or Ward, per episode, shall apply. Contractor shall identify any inmates who are the responsibility of another County and provide those invoices to the County of El Dorado Sheriff's Office, with a copy to the Health and Human Services Agency Financial Unit, for submission to the County of origin for payment.

Contractor shall provide third party payer information to off-site medical or psychiatric providers when such information is available. Once the provider has exhausted all reasonable attempts at collection, such costs shall become the responsibility of Contractor.

- D. **Human Immunodeficiency Virus ("HIV") Or Autoimmune Deficiency Syndrome ("AIDS") Pharmaceutical Limit:** Contractor's financial liability for HIV or AIDS

medications is limited to \$10,000.00 aggregate cost each fiscal year of this Agreement. In the event Contractor reaches the maximum obligation of \$10,000 for HIV or AIDs medications, Contractor shall invoice County for the amount in excess of their \$10,000 liability and County shall reimburse Contractor that amount. Prior to invoicing County for HIV or AIDs medications in excess of the \$10,000 aggregate liability, Contractor shall provide itemized listing of medications paid resulting in the maximum obligation. Contractor and County agree to identify and utilize all available HIV/AIDs medication funding sources for each Inmate or Ward prior to assuming responsibility for providing said medications.

- E. **Catastrophic Insurance Claims Processing:** Contractor acknowledges County may obtain a Catastrophic Insurance Policy for medical care in the jail, and agrees to assist County in the processing of claims, including but not limited to, timely notification of County that there has been admission of an Inmate or Ward to an outside facility, and gathering of information required for submission of the claim.

ARTICLE IV

Record Retention, Reporting, and Administrative Processes: Contractor agrees that 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.

- A. **Medical Records:** Medical/mental health records prepared by Contractor, and those medical/mental health records created by previous Adult and/or Juvenile Facilities medical providers that are currently stored at the Facilities, shall be maintained by Contractor for the term of this Agreement; however, records shall at all times be the property of County. County shall have access to all medical/mental health records and any related records maintained by Contractor.
- B. **Statistical Reporting:**
1. Contractor shall develop and provide to Contract Administrator annual statistical summaries of health care and pharmaceutical services that are provided.
 2. Contractor shall also establish a mechanism to assure that the quality and adequacy of these services are assessed annually. Should any deficiencies in health care or pharmaceutical services be identified, Contractor shall correct said deficiencies within thirty (30) days of identification and report corrective action taken to Contract Administrator.
 3. Based on information from these summaries, Contractor shall provide the Facilities Administrators and Contract Administrator with an annual written report on health care and pharmaceutical services delivered.
 4. No later than the third Friday of each month, Contractor shall submit to the Contract Administrator, or designee, statistics and information on the prior month's activities as follows:

Total for the month:	Broken down by:	And:
Sick call visits.	By nursing staff	By physician
Food service worker screenings		
Laboratory tests performed		
Total prescriptions	New prescriptions	
Medication doses administered		
Communicable diseases seen and treated	Type	
Average daily occupancy for infirmary		
Emergency Department visits		

Total for the month:	Broken down by:	And:
Specialty Clinic visits		
Visits to facilities for testing:	Laboratory, radiology, electro-cardiograms, electroencephalograms.	
Hospital admissions	Diagnoses	Total Patient days
Dental Services Provided	On-site	Off-site referrals
Inmates or Wards transported	Time of each transport	
Tuberculosis tests		
Average Daily Population (ADP)		

C. Other Administrative Requirements:

1. Administrative Meetings: Quarterly administrative meetings will be held involving Contractor management staff, Contract Administrator (or designee), County Public Health Officer (or designee), and Facilities Administrators. All four (4) quarterly meetings will be scheduled in advance of each quarterly meeting during this Agreement, to ensure maximum availability of participants. Contractor shall be responsible for the scheduling and facilitation of these meetings.
2. Court Testimony: Contractor shall be responsible for allowing medical personnel to testify concerning civil rights suits or any writs of habeas corpus filed by Inmates or Wards. Contractor must also respond in writing to Facilities Administrators concerning any such writs of habeas corpus or federal civil rights suits.
3. Inmate / Ward Grievances: Contractor shall be responsible for processing Inmate or Ward grievances concerning medical care in accordance with Facility policy and procedure.

ARTICLE V

Personnel, Licensing, and Employment Practices:

A. Personnel:

1. On-Site Medical Director: Contractor shall have a designated Medical Director who has overall responsibility for the medical program at the County of El Dorado Facilities, including but not limited to:
 - a. Assuring the program meets applicable Federal, State, and local regulations;
 - b. Assisting in the design, implementation, and evaluation of the medical program;
 - c. Monitoring weekly services provided by non-physician providers within the Facilities including quality of medical records, pharmaceutical practices, and adherence to current medical protocols;
 - d. Providing primary on-call services and back-up on-call to the Contractor Staff on a twenty-four (24) hours a day, seven (7) days per week basis;
 - e. Consulting with Program Manager on all conditions outside protocol parameters;
 - f. Conducting sick call and physical examinations as scheduled; and
 - g. All other duties as mutually agreed to and defined in the Adult and Juvenile CFMG P&P Manuals by the parties hereto.
2. Program Manager: Contractor shall have a Registered Nurse designated as Program Manager for all four Facilities who shall, under the general direction of the Medical Director and CFMG Administration, provide:
 - a. Overall responsibility for the coordination of health care services for the County of El Dorado Facilities in accordance with the terms of this Agreement;
 - b. Contractor management; and

- c. All other duties as mutually agreed to and defined in the Adult and Juvenile CFMG P&P Manuals by the parties hereto.
 3. **Contractor Time and Attendance:** Contractor will be responsible for time and attendance accountability, and provide such records to the County upon request.
 4. **Use of County Property:** Contractor's 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.
- B. **Licensing:** Contractor's employees performing professional medical services shall be duly licensed by the appropriate bodies in and for the State of California.

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 on-site Program Manager.

Contractor shall obtain all licenses necessary to provide medical services in the Adult and Juvenile Facilities in the County of El Dorado. Contractor will ensure that all of its employees, including temporary or contract employees, who render medical services possess and maintain all applicable licenses and certificates. Contractor shall ensure that all staff work only within the scope of practice described by their license or certificate.

C. **Employment Practices and Training:**

1. **Nondiscrimination in Hiring:** Any Contractor who is the recipient of County funds or who proposes to perform any work or furnish any goods under this Agreement shall not: (1) unlawfully discriminate against any worker, employee, applicant or any member of the public because of religion, race, sex, color, handicap, medical condition, marital status, age (over 40), or national origin; and (2) otherwise commit an unfair employment practice. Contractor agrees that in accordance with the Article titled "Assignment and Delegation," this provision shall be incorporated in writing into any contracts entered into with suppliers of materials or services, contractors or subcontractors, and all labor organizations furnishing skilled, unskilled, or craft union labor or who may perform any such labor or services in connection with this Agreement.
2. **Approval of Employee Hiring and Access to Facilities:** County maintains the right to approve hiring of all Contractor employees who may provide services under this Agreement. Sheriff's Office or Probation Department each reserve the right to perform background and security checks of Contractor's employees as a condition of hiring for work under this Agreement and for granting access to the Facilities. The Sheriff and/or the Chief Probation Officer has the sole discretion to determine background/security acceptability of all Contractor personnel at any time during the contract period, including Live Scan background check(s) as appropriate. Personnel found to be an unacceptable security risk shall not be given access to the Facilities. No new Contractor employee shall be brought to any Adult or Juvenile 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 assigned to work in connection with this Agreement leaves Contractor employment.

3. Orientation: Contractor will ensure that all of its new employees are afforded an orientation period until such time that employee demonstrates proficiency in duties and knowledge of all aspects of their job duties to the satisfaction of the Program Manager.
 4. Training: Contractor will provide in-service training for its personnel. Topics will be identified by the Program Manager. Program Manager will maintain records demonstrating employee participation in in-service training and subject matter of said training.
 5. Automated External Defibrillator Program/Training: Pursuant to current State regulations regarding the use of automated external defibrillators ("AED") (Title 22, California Code of Regulations, Division 9, Chapter 1.5), Contractor shall request permission from Sheriff's Department to include all of their clinical personnel assigned to the Adult Facilities in the Sheriff's approved Public Safety AED Program. Upon approval by the program provider, affected Contractor personnel shall be required to meet all program requirements for training and skills proficiency.
- D. **Minimum Staffing Pattern**: Contractor agrees to maintain, at all times, the staffing pattern as specifically described in Exhibit E – "California Forensic Medical Group Staffing for County of El Dorado," attached hereto and incorporated by reference herein. Contractor shall provide staffing at the two Juvenile Facilities in accordance with Exhibit E, attached hereto and incorporated by reference herein. In addition, Juvenile Weekend Services are based a total of eight (8) hours coverage each weekend between the Placerville and South Lake Tahoe Juvenile Facilities. The Program Manager shall have flexibility in determining appropriate distribution of hours based on the needs of the Wards at each Juvenile Facility.

Shift patterns may be revised at times during the term of this Agreement upon mutual concurrence of the parties hereto.

ARTICLE VI

HIPAA Compliance: As a condition of Contractor performing services for the County of El Dorado, Contractor shall execute that Business Associate Agreement which is attached hereto as Exhibit "F," attached hereto and incorporated by reference herein.

ARTICLE VII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VIII

Contractor to County: It is understood that the services provided under this Agreement shall be prepared 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 IX

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its 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. In the event County agrees in writing that Contractor may subcontract for services under this Agreement, Contractor shall require that all subcontractors comply with all terms and conditions of this Agreement, and all pertinent Federal and State statutes and regulations. County maintains the right to approve all subcontracts for medical supplies and services. Contractor agrees to give preference to local vendor(s), to the extent feasible.

ARTICLE X

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 therefore shall not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE XI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, the County of El Dorado 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 does 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 that 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 XII

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 at 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 on 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. 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.

- 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: Either party hereto may terminate without cause this Agreement in whole or in part upon one-hundred eighty (180) calendar day's written notice. 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 to ensure continuity of care. 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.
- E. Transfer of Records: In the event that Contractor ceases operation, all files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Contractor shall notify County of impending closure as soon as such closure has been determined, and provide County with a complete list of records in its possession pertaining to County clients and operational costs under this Agreement. County shall promptly advise Contractor which records are to be transferred to the custody of County. Records not transferred to custody of County shall be properly destroyed by Contractor, and Contractor shall provide documentation of proper destruction of all such records to County.

ARTICLE XIII

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 addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

And to:

COUNTY OF EL DORADO
PROCUREMENT AND CONTRACTS UNIT
360 FAIR LANE
PLACERVILLE, CA 95667
ATTN: TERI DAILY, PURCHASING AGENT

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

CALIFORNIA FORENSIC MEDICAL GROUP, INC.
2511 GARDEN ROAD, SUITE A160
MONTEREY, CA 93940
ATTN: DAN HUSTEDT, VICE PRESIDENT

Or to such other location as the Contractor directs.

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in the article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIV

Indemnity: The 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 attorney's 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 prescribed 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 XV

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

- A. Full Worker's Compensation and Employer's 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 combined single limit per occurrence for bodily injury and property damage and a \$5,000,000.00 aggregate limit.
- 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 or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$2,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- 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 Risk Management 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 prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- 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 Risk Management, as essential for protection of the County.

ARTICLE XVI

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 XVII

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 XVIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is

further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation."

ARTICLE XIX

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has 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 XX

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXI

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXII

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 the County of El Dorado without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Chris Weston, Program Manager II, or successor.

ARTICLE XXIV

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 XXV

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 XXVI

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in the County of El Dorado, California, and shall be resolved in accordance with the laws of the State of California.


ARTICLE XXVII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXVIII

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.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: 
Chris Weston, Program Manager II
Health and Human Services Agency

Dated: 5/30/13

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
Janet Walker-Conroy, Interim Director
Health and Human Services Agency

Dated: 5/31/13


//

//

IN WITNESS WHEREOF, the parties hereto have executed this Agreement 034-S1411 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 6/25/13

By: 
Ron, Briggs, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: Marcie MacFarland Dated: 6/25/13
Deputy Clerk

-- CONTRACTOR --

CALIFORNIA FORENSIC MEDICAL GROUP, INC.
A CALIFORNIA CORPORATION

By: 
Taylor Fithian, M.D., President
"Contractor" Dated: 6/6/13

By: Elaine Hustedt Dated: 6.6.13
Elaine Hustedt, Corporate Secretary

kgf

Exhibit A - Inventory

Location	Item	Quantity	Owner
Placerville - Jail	Autoclave	1	CFMG
Placerville - Jail	Automatic blood pressure cuff	2	CFMG
Placerville - Jail	Automatic thermometer	2	CFMG
Placerville - Jail	Cannon copier D320	1	CFMG
Placerville - Jail	Centrifuge	1	QUEST
Placerville - Jail	Chairs	3	CFMG
Placerville - Jail	Coffee maker	1	CFMG
Placerville - Jail	Computer-Lap Top	1	CFMG
Placerville - Jail	Doppler	1	CFMG
Placerville - Jail	Electric 3-hole punch	1	CFMG
Placerville - Jail	Electrocardiogram machine	1	CFMG
Placerville - Jail	Emergency cart with drawer	1	CFMG
Placerville - Jail	Exam lamp	1	CFMG
Placerville - Jail	Examination table	1	CFMG
Placerville - Jail	Glucometer	2	CFMG
Placerville - Jail	Glucometer	2	CFMG
Placerville - Jail	HP all in one 8500A	1	CFMG
Placerville - Jail	Cannon MF 8380	1	CFMG
Placerville - Jail	L-shaped desk with shelves	1	CFMG
Placerville - Jail	Mayo stand	1	CFMG
Placerville - Jail	Med cart	1	CFMG
Placerville - Jail	Metal 2-drawer lateral file cabinet	2	CFMG
Placerville - Jail	Metal 3-drawer lateral file cabinet	1	CFMG
Placerville - Jail	Metal 4-drawer file cabinet	3	CFMG
Placerville - Jail	Metal magazine rack	2	CFMG
Placerville - Jail	Metal paper work organizer (36-shelves)	1	CFMG
Placerville - Jail	Metal shelf cabinet with doors	2	CFMG
Placerville - Jail	Metal shelving (6-shelves) with doors	1	CFMG
Placerville - Jail	Metal shelving (7-shelves) with doors	4	CFMG
Placerville - Jail	Microwave	1	CFMG
Placerville - Jail	Ophthalmoscope	1	CFMG
Placerville - Jail	Otoscope	1	CFMG
Placerville - Jail	Plastic cart with wheels	1	CFMG
Placerville - Jail	Phone	4	EDC
Placerville - Jail	Pulmo-Aide	1	CFMG
Placerville - Jail	Pulse oximeter	2	CFMG
Placerville - Jail	Refrigerator(s)	3	CFMG
Placerville - Jail	Rolling stepstool	1	CFMG
Placerville - Jail	Round table	1	CFMG
Placerville - Jail	Scale	1	CFMG
Placerville - Jail	Shredder	1	CFMG
Placerville - Jail	Telepsych equipment	1	EDC
Placerville - Jail	Walker	2	CFMG
Placerville - Jail	Wheelchair	4	CFMG
Placerville - Jail	Wood bookcase (5-shelves)	1	CFMG
Placerville - Jail	Chairs	4	EDC
Placerville - Jail	Computer Dell desk top	1	EDC

Exhibit A - Inventory

Location	Item	Quantity	Owner
South Lake Tahoe - Jail	4 drawer File cabinet	5	CFMG
South Lake Tahoe - Jail	centrifuge	1	QUEST
South Lake Tahoe - Jail	automatic blood pressure cuff	1	CFMG
South Lake Tahoe - Jail	Chairs	3	EDC
South Lake Tahoe - Jail	Computer desk	1	CFMG
South Lake Tahoe - Jail	crutches	1	CFMG
South Lake Tahoe - Jail	Desk top Computer	1	CFMG
South Lake Tahoe - Jail	doppler	1	CFMG
South Lake Tahoe - Jail	EKG Machine	1	CFMG
South Lake Tahoe - Jail	emergency cart	1	CFMG
South Lake Tahoe - Jail	Exam table	1	CFMG
South Lake Tahoe - Jail	File Cabinet 3 shelf	1	CFMG
South Lake Tahoe - Jail	Folding step stool	1	CFMG
South Lake Tahoe - Jail	hole punch	1	CFMG
South Lake Tahoe - Jail	nubulizer	1	CFMG
South Lake Tahoe - Jail	Pulse oximeter	2	CFMG
South Lake Tahoe - Jail	scale	1	CFMG
South Lake Tahoe - Jail	Shredder	1	CFMG
South Lake Tahoe - Jail	Small Refrigerator	2	CFMG
South Lake Tahoe - Jail	telepsych euipment	1	CFMG
South Lake Tahoe - Jail	Tv	1	CFMG
South Lake Tahoe - Jail	TV Stand	1	CFMG
South Lake Tahoe - Jail	walker	1	CFMG
South Lake Tahoe - Jail	wheel chair	2	CFMG
South Lake Tahoe - Jail	Wood bookcase (8-shelves)	1	Cfmg
South Lake Tahoe - Jail	Med Cart	1	CFMG
Placerville - Juvenile Hall	centrifuge	1	QUEST
Placerville - Juvenile Hall	Electric thermometer	1	CFMG
Placerville - Juvenile Hall	Glucometer	1	CFMG
Placerville - Juvenile Hall	Med Cart	1	CFMG
Placerville - Juvenile Hall	Nebulizer	1	CFMG
Placerville - Juvenile Hall	Ophthalmoscope/otoscope	1	CFMG
Placerville - Juvenile Hall	Pulmo-Aide	1	CFMG
Placerville - Juvenile Hall	pulse ox	1	CFMG
Placerville - Juvenile Hall	Refrigerator(s)	1	CFMG
Placerville - Juvenile Hall	Chairs	1	EDC
Placerville - Juvenile Hall	Computer	1	EDC
Placerville - Juvenile Hall	Cubicle	1	EDC
Placerville - Juvenile Hall	Examination table	1	EDC
Placerville - Juvenile Hall	Filing cabinet 2 drawer	1	EDC
Placerville - Juvenile Hall	Filing cabinet 5 drawer	1	EDC
Placerville - Juvenile Hall	Scale	1	EDC
Placerville - Juvenile Hall	Telephone	1	EDC
South Lake Tahoe Juvenile Detention Center	Centrifuge	1	QUEST
South Lake Tahoe Juvenile Detention Center	Electronic blood pressure cuff	1	CFMG
South Lake Tahoe Juvenile Detention Center	Electronic thermometer	1	CFMG
South Lake Tahoe Juvenile Detention Center	Fax/copier/printer	1	CFMG
South Lake Tahoe Juvenile Detention Center	Glucometer	2	CFMG
South Lake Tahoe Juvenile Detention Center	Med tray	1	CFMG

Exhibit A - Inventory

Location	Item	Quantity	Owner
South Lake Tahoe Juvenile Detention Center	Nebulizer	1	CFMG
South Lake Tahoe Juvenile Detention Center	Ophthalmoscope	1	CFMG
South Lake Tahoe Juvenile Detention Center	Otoscope	1	CFMG
South Lake Tahoe Juvenile Detention Center	Pulmse oximeter	1	CFMG
South Lake Tahoe Juvenile Detention Center	Refrigerator(s)	1	CFMG
South Lake Tahoe Juvenile Detention Center	Shredder	1	CFMG
South Lake Tahoe Juvenile Detention Center	Step stool	1	CFMG
South Lake Tahoe Juvenile Detention Center	Chairs	3	EDC
South Lake Tahoe Juvenile Detention Center	Computer	1	EDC
South Lake Tahoe Juvenile Detention Center	Desk	1	EDC
South Lake Tahoe Juvenile Detention Center	Examination table	1	EDC
South Lake Tahoe Juvenile Detention Center	File cabinet	2	EDC
South Lake Tahoe Juvenile Detention Center	Floor scale	1	EDC
South Lake Tahoe Juvenile Detention Center	Mayo stand	1	EDC
South Lake Tahoe Juvenile Detention Center	Med cart	1	EDC
South Lake Tahoe Juvenile Detention Center	Refrigerator(s)	1	EDC
South Lake Tahoe Juvenile Detention Center	Stool	1	EDC
South Lake Tahoe Juvenile Detention Center	Telephone	1	EDC

1 **WILLIAM C. NEASHAM, II, #072078**
2 **El Dorado County Counsel**
3 **El Dorado County Counsel's Office**
4 **360 Fair Lane**
5 **Placerville, California 95667**
6 **Telephone: (916) 621-5770**

7 **VALENTINA REINER, #99537**
8 **BARKETT, GUMPERT & REINER**
9 **Attorneys at Law**
10 **3620 American River Drive, Suite 215**
11 **Sacramento, California 95864**
12 **Telephone: (916) 481-3683**

13 **Attorneys for Defendants**
14 **COUNTY OF EL DORADO and**
15 **RICHARD P. PACILEO**

16 **IN THE UNITED STATES DISTRICT COURT**
17 **FOR THE EASTERN DISTRICT OF CALIFORNIA**

18 **LINDA YORK, et al.,**

19 **Plaintiffs,**

20 **v.**

21 **COUNTY OF EL DORADO, et al.,**

22 **Defendants.**


NO. CIVS-90-0833 WBS-JFM

STIPULATION TO ORDER OF
SETTLEMENT AND TO ENTRY OF
JUDGMENT OF DISMISSAL

23 **It is hereby stipulated between the parties, Plaintiffs**
24 **LINDA YORK, all named representatives, named and unnamed members of**
25 **the Plaintiff-class, Defendants COUNTY OF EL DORADO and RICHARD**
26 **PACILEO, by and through their respective counsel, RICHARD P.**
27 **HERMAN, PAUL COMISKEY, DANIEL STORMER, PAUL PERSONS, DEBORAH**
28 **FABRICANT and RICHARD DEREVAN for Plaintiffs, and VALENTINA REINER**
of BARKETT, GUMPERT AND REINER for Defendants, that:

1 I declare under penalty of perjury that the foregoing is
2 true and correct.

3 Executed on December 15, 1993, at Sacramento, California.
4

5 
6 FELICIA M. BORGES
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1 Population Cap -- Placerville Jail: Defendants agree to
2 continue to maintain the population cap of 243 applicable to the
3 existing Placerville Jail, in accordance with the Declaratory
4 Judgment issued by the El Dorado County Superior Court on September
5 8, 1991, the terms of which are incorporated herein by this
6 reference. Defendants were and remain fully in compliance with said
7 cap.

8
9 Population Cap -- South Lake Tahoe Jail: Defendants agree
10 to continue to maintain the population cap of 124 applicable to the
11 existing South Lake Tahoe Jail, with which Defendants were and
12 remain fully in compliance. Defendants will provide Plaintiffs'
13 counsel, Richard Herman, with quarterly reports concerning the
14 total population in the Placerville and the South Lake Tahoe Jails,
15 for the two-year period following entry of dismissal of this
16 action. Such reports shall not be filed with the Court. Such
17 reports are not and shall not be offered by any party or construed
18 by the Court to constitute or promote monitoring of any kind. (See,
19 infra, "No Monitoring.")

20
21 Medically - Related Services -- Placerville and South
22 Lake Tahoe Jails: Defendants will provide medically-related
23 services 24 hours per day, seven days per week in the Placerville
24 and the South lake Tahoe Jails, consisting of a minimum level of
25 staffing of one person, at minimum level of licensure of licensed
26 vocational nurse (LVN).

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

6 A medical doctor will be available in the Placerville
7 Jail to review charts and see patients for a minimum of eight hours
8 per week. A medical doctor will be available in the South Lake
9 Tahoe Jail to review charts and see patients for a minimum of eight
10 hours per week.

11
12 Mental Health Services -- Placerville and South Lake
13 Tahoe Jails: A clinical psychologist will be available in the
14 Placerville Jail for a minimum of four hours per week. A clinical
15 psychologist will be available in the South Lake Tahoe Jail for a
16 minimum of four hours per week. The availability of a psychologist
17 may vary the need for the current level of presence of the
18 psychiatrist, which is one hour per week in the Placerville Jail.
19 However, a psychiatrist will be reasonably available on an as
20 needed basis.

21
22 Dental Care -- Placerville and South Lake Tahoe Jails:
23 Defendants will provide necessary dental care in a timely fashion
24 in accordance with and over the duration of the contract for dental
25 services now in effect and the scope of services set forth therein.

Restraint Chair -- Placerville and South Lake Tahoe

Jails: Defendants may utilize the restraint chair in the manner and according to the terms of their policies and procedures applicable to use of the restraint chair, except that a medical opinion on placement and retention in the chair shall be obtained in any instance in which the chair is used for more than fifteen minutes, and as soon as reasonably possible, but not later than three hours of the placement if the person is not released from the chair at that time, and in no event shall a prisoner be in the restraint chair for more than eight hours in a single day.

Law Library -- Placerville Jail Only: The library in the Placerville Jail only, shall consist of the items enumerated in Exhibit A hereto, which is incorporated herein by this reference, and said library will be supplemented to include the following items, to the extent that they or their substantial equivalent are not already available within the Placerville Jail's law library: Witkin on Criminal Law, Witkin on Criminal Procedure, Witkin on Evidence, California Reporters from the year 1969, forward; Federal Reporters, 2d, from volume 500, forward; Supreme Court Reports from the latest volume already available in the Jail through the present; United States Codes from the latest volume already available in the Jail through the present, on subjects of criminal law, constitutional law, civil rights (Title 42), and evidence; California Codes in the subjects already contained in the Placerville Library, save and except the following codes, which

1 need not be maintained: Corporations, Education, Elections, Fish
2 and Game, Food and Agricultural, Harbors and Navigation, Insurance,
3 Labor, Military and Veterans, Probate, Public Resources, Public
4 Utilities, Revenue and Taxation, Streets and Highways, Uniform
5 Commercial Code, Unemployment Insurance and Water Codes.

6 The costs associated with supplementing and maintaining
7 the law library materials and availability of legal services shall
8 be paid for out of Inmate Welfare Funds.

9
10 Law Library -- South Lake Tahoe Jail Only: The South Lake
11 Tahoe Jail only, shall maintain the availability of legal services
12 to inmates who are not otherwise represented by counsel and who
13 challenge the legality of their convictions; the conditions of
14 their incarceration; the legality of their arrests; and in defense
15 of the criminal charges which resulted in their incarcerations.
16 Such legal services shall consist of reasonably necessary and
17 appropriate legal research and advice by an attorney or paralegal.
18 The COUNTY OF EL DORADO assumes no liability to inmates of the
19 South Lake Tahoe Jail or to any other persons claiming through or
20 on behalf of said inmates, for professional errors and/or omissions
21 as may be committed by said provider(s) of legal services, or as a
22 result of or in connection with the provision of such legal
23 services.

24 The availability of such legal services in the South Lake
25 Tahoe Jail shall be disclosed in the inmate orientation materials
26 for that facility, in bolded and underlined type, and such
27
28

1 disclosure shall also be posted in the booking area in the South
2 Lake Tahoe Jail.

3 The costs associated with supplementing and maintaining
4 the law library materials and availability of legal services shall
5 be paid for out of Inmate Welfare Funds.

6
7 Safety Cell Issue: The within Stipulation and Judgment of
8 Dismissal entered thereon are without prejudice to Plaintiffs'
9 option to initiate new litigation on the use of safety cells, and
10 this will not preclude entry of a final judgment in this action as
11 to all issues. The parties agree that any such new action shall be
12 assigned to the Honorable Gregory G. Hollows, subject to the
13 approval of the United States District Court. Defendants intend to
14 and will maintain their current practices and protocols with
15 respect to use of the safety cell.

16
17 No Monitoring: The parties expressly agree that there is
18 to be no monitoring by or on behalf of Plaintiffs or their counsel,
19 in relation to or concerning compliance with the terms of this
20 stipulation and the judgment of dismissal entered thereon. No
21 provision for future monitoring is in any way contemplated or
22 provided for herein.

23
24 Attorney's Fees and Costs: Attorney's fees and costs of
25 \$60,000.00 shall be paid by Defendants in accordance with the
26 Stipulation and Order thereon issued on November 2, 1993, following

1 final approval of the within stipulated order by the Court and upon
2 entry of dismissal of this action. No other or further attorneys'
3 fees, costs or payments of any kind, shall be paid or payable by or
4 on behalf of the Defendants to the Plaintiffs herein, or to
5 Plaintiffs' counsel, or to any third party on behalf of Plaintiffs
6 or their counsel, for or in relation to the litigation concerning
7 the Placerville and South Lake Tahoe Jails.

8
9 General Provisions: This Stipulation and Judgment of
10 Dismissal thereon are entered in accordance with and incorporate
11 herein by this reference the Stipulated Order issued on November 2,
12 1993. The within Stipulation and Judgment of Dismissal entered
13 thereon supersede and vacate the stipulated injunction previously
14 issued as to the South Lake Tahoe Jail on January 22, 1991. The
15 within Stipulation and Judgment of Dismissal entered thereon fully
16 adopt and incorporate herein by reference the Affidavit of Richard
17 P. Herman, Paul Comiskey, Daniel Stormer, Paul Persons, Deborah
18 Fabricant and Richard Derevan Re: Payment and Distribution of
19 Attorneys' Fees and Costs and Re: Execution of Stipulated
20 Settlement Order and Judgment.

21 The within order does not constitute a waiver of any
22 party's right to seek enforcement of the provisions hereof if and
23 as otherwise provided by law.

24 The parties agree that liability for any and all claims
25 alleged by the Plaintiffs is expressly denied by Defendants. This
26 stipulated Settlement Order is not and shall never be treated as an

1 admission of liability or responsibility at any time for any
2 purpose.

3 In light of the fact that this lawsuit is a class action,
4 the procedures to be followed in giving the Plaintiff-class notice
5 of the proposed settlement and the procedures to be followed in
6 securing Court approval of this settlement, shall be set forth in
7 a separate Order to be issued by the Court. Following execution of
8 the foregoing by the parties and final approval thereof by the
9 Court, the above-entitled action shall be and will be ordered
10 dismissed, with prejudice.

11 DATED: December 7, 1993

Paul W. Comiskey
PAUL COMISKEY, #65510
PRISONERS RIGHTS UNION
Attorney for Plaintiffs
LINDA YORK, et al., including
named and unnamed class
members and on behalf of
RICHARD HERMAN, PAUL PERSONS
RICHARD DEREVAN, DEBORAH
FABRICANT, DAN STORMER

16 DATED: December 7, 1993

BARKETT, GUMPERT & REINER
Attorneys at Law

19 By:

Valentina Reiner
VALENTINA REINER, #99537
Attorneys for Defendants
COUNTY OF EL DORADO and
RICHARD PACILEO

22 ORDER

23 Pursuant to the foregoing Stipulation and good cause
24 appearing therefor,

25 IT IS SO ORDERED.

26 December 17, 1993

Greg G. Hall
United States Magistrate Judge

1 Linda York v. County of El Dorado, et al.
2 U.S. Eastern District Court No. CIVS-90-0833 WBS-JFM

3 PROOF OF SERVICE

4 I declare that:

5 I am a citizen of the United States and employed in
6 Sacramento, California. I am over the age of eighteen (18) years
7 and not a party to the within action. My business address is
8 Powell Teichert Center, 3620 American River Drive, Suite 215,
9 Sacramento, California 95864. On December 15, 1993, I served the
10 attached STIPULATION AND ORDER OF SETTLEMENT AND TO ENTRY OF
11 JUDGMENT OF DISMISSAL on the interested parties by placing a true
12 copy thereof enclosed in a sealed envelope, with postage thereon
13 fully prepaid, in the United States Post Office mail box at
14 Sacramento, California addressed as set forth below:

15 Paul W. Comiskey
16 2308 J Street, Suite C
Sacramento, CA 95812-1019

17 Richard P. Herman, Esq.
18 301 Forest Avenue
Laguna Beach, CA 92651

19 William C. Neasham, II,
20 El Dorado County Counsel's Office
330 Fair Lane
21 Placerville, CA 95667

22 HADSELL & STORMER
23 128 no. Fair Oaks Ave., #204
Pasadena, CA 91103

24 Paul Persons, Esq.
25 1834 Arroyo Canyon
Chico, CA 95928

26 SNELL & WILMER
27 P. O. Box 19601
Irvine, CA 92714

28
PROOF OF SERVICE

EXHIBIT C



**CFMG, INC.
MEDICAL REFERRAL FORM**

SEND BILLS TO:

EL DORADO COUNTY JAIL
MEDICAL SECTION
300 FORNI ROAD
PLACERVILLE, CA 95687
(530) 621-6017

DATE _____
PATIENT'S NAME _____ DOB: _____
LOCATION: MAIN JAIL _____ SO. LAKE TAHOE FACILITY _____ JUVENILE HALL _____
REASON FOR REFERRAL _____

TYPE OF REFERRAL:

EMERGENCY ROOM _____
HOSPITAL CLINIC VISIT _____
OFF-SITE SPECIALIST _____
X-RAY VISITS _____
MEDICAL INPATIENT _____

TYPE OF CUSTODY:

INMATE IS TO BE MAINTAINED;
WITH GUARD _____
WITHOUT GUARD _____
RETURN TO COUNTY JAIL _____

INSURANCE INFORMATION

NAME OF INSURED: _____
NAME OF INSURANCE CARRIER: _____
ADDRESS: _____ CITY _____ STATE _____
ZIP: _____ PHONE: _____
POLICY # _____ GROUP # _____

RECOMMENDATIONS TO REFERRING AGENCY:

1) TREATMENT _____

2) RECOMMENDATION FOR FOLLOW-UP TREATMENT _____

PHYSICIAN

MAIN OFFICE
Cannery Row Park Plaza
300 Foam Street Suite B3
Monterey, CA 93940 • (831) 649-8894
MDRF-X3-ED

CFMG, INC. MEDICAL STAFF

Medical

Inmate

Name: **TEST, RECORD**
 DOB: 01/01/1950
 Facility: LP
 Inmate #: 095127
 Booking #: JN0300053
 Interviewed By:
 Date:
 Time:

Medical

- 1) ☐ Was the Inmate brought via the hospital?
 - 2) ☐ Are there visible signs of Jaundice, Rash, Trauma, Tongue tremors or Sweating?
Describe :
 - 3) Do you currently have :

<input type="checkbox"/>	Tuberculosis
<input type="checkbox"/>	Unexpected weight loss greater than 5 pounds
<input type="checkbox"/>	Fever, Chills, night sweats, or runny nose
<input type="checkbox"/>	Chronic fatigue, malaise, or poor appetite
<input type="checkbox"/>	Cough greater than 3 weeks or coughing up blood
<input type="checkbox"/>	Muscle aches, head ache, or stiff neck
<input type="checkbox"/>	Seizures
<input type="checkbox"/>	High blood pressure or cardiac disease
<input type="checkbox"/>	AIDS/HIV
<input type="checkbox"/>	Hepatitis
<input type="checkbox"/>	Unexplained rash
<input type="checkbox"/>	Venereal Disease
<input type="checkbox"/>	Diabetes

 Other:
 - 4) ☐ Are you taking any medications ?
 - 5) ☐ Do you wear glasses, contacts, dentures, hearing aid, or have a prosthesis?
Describe :
 - 6) ☐ Do you use any drugs or drink alcohol on a daily basis?

Type / Amount	Last Used
---------------	-----------
 - 7) ☐ Do you have a history of withdrawal?
 - 8) ☐ Do you feel suicidal now or have you felt or attempted suicide in the past?
 - 9) ☐ Are you allergic to food or medicine?
 - 10) ☐ Do you have any disabilities; hearing, sight, cerebral palsy, autism, developmental, or physical?
Describe :
 - 11) ☐ Have you had mental health treatment in the past?
- ***** FEMALE ONLY *****
- 12) ☐ Are you, or have you been pregnant in the past 6 weeks or given birth in the last 12 months? LMP?
 - 13) ☐ Is the subject being charged with abuse or murder of their child?

Inmate Signature _____ Date _____
 Page 1 of 1

Medical Authority _____ Date _____
 034-S1411

**Exhibit E - California Forensic Medical Group
Staffing for El Dorado County**

Position	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Hrs	FTE	Facility
Adult Facilities										
Program Manager		8a - 4p	8a - 4p	8a - 4p	8a - 4p	8a - 4p		40	1.0	All
Charge R.N.		8a - 4p	8a - 4p	8a - 4p	8a - 4p			32	0.8	Placerville
Clerk		8a - 12p	8a - 12p	8a - 12p	8a - 12p	8a - 12p		20	0.5	Placerville
L.V.N.	7a - 7p	7a - 7p	7a - 7p	7a - 7p	7a - 7p	7a - 7p	7a - 7p	84	2.1	Placerville
L.V.N.	1p-9p	1p-9p	1p-9p	1p-9p	1p-9p	1p-9p	1p-9p	56	1.4	Placerville
L.V.N.	7p - 7a	7p - 7a	7p - 7a	7p - 7a	7p - 7a	7p - 7a	7p - 7a	84	2.1	Placerville
Supervising R.N.										
		7a - 3p	7a - 3p	7a - 3p	7a - 3p	7a - 3p		40	1.0	SLT
L.V.N.	7a - 3p						7a-3p	16	0.4	SLT
Bilingual Med Assistant		8a - 12a	8a - 12a	8a - 12a	8a - 12a	8a - 12a		20	0.5	SLT
L.V.N.	3p - 11p	3p-11p	3p-11p	3p-11p	3p-11p	3p-11p	3p-11p	56	1.4	SLT
L.V.N.	11p - 7a	11p - 7a	11p - 7a	11p - 7a	11p - 7a	11p - 7a	11p - 7a	56	1.4	SLT
Other										
Nursing Relief / Overtime / Training								100.8	2.5	All
Medical Director / Physician	Eight (8) hours a day, two visits per week - Adult Facilities; one visit per week - Juvenile Facilities							16	0.4	All
Psychologist	Eight (8) hours a week - times to be determined							8	0.2	Both Adult
Psychiatrist	Four (4) hours per week - times to be determined							4	0.1	Both Adult
Medical / Mental Health on-call	Twenty-four (24) hours a day, seven (7) days a week									All
Dentist	Eight (8) hours every other week							4	0.1	All
Dental Assistant	Eight (8) hours every other week							4	0.1	All
Juvenile Facilities										
R.N.		7a - 12p	7a - 12p	7a - 12p	7a - 12p	7a - 12p		25	0.625	Plac JH
R.N.							*			Plac JH
R.N.		7a - 12p	7a - 12p	7a - 12p	7a - 12p	7a - 12p		25	0.625	SLT JTC
R.N./L.V.N.	*									SLT JTC
*One day per weekend Plac JH minimum 2 hours-call back for SLT/PlacJH for Add/Seg/Suicide clearances minimal 2 hours										

Exhibit "F" to Agreement 034-F1411 HIPAA Business Associate Agreement

This Business Associate Agreement is made part of the base contract ("Underlying Agreement") to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the "Effective Date").

RECITALS

WHEREAS, County and Contractor (hereinafter referred to as Business Associate ("BA")) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH" Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws as may be amended from time to time; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103 ; and

WHEREAS, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103; and

WHEREAS, "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

WHEREAS, "Breach" shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

WHEREAS, "Unsecured PHI" shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.

2. Scope of Use and Disclosure by BA of County Disclosed PHI

- A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
 - (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 - (3) disclose PHI as necessary for BA's operations only if:
 - (a) prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (i) to hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
 - (ii) the third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
 - (4) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (5) not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (6) de-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.

3. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
 - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308, 164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule.
 - B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
 - C. Report to County in writing of any access, use or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
 - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment and Disclosure Accounting. BA agrees to:
 - A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).

- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
 - (2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary") , BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
5. Obligations of County.
- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.

- D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
 - (1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
 - (2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- C. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
 - (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and . BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

8. Amendment The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
9. Survival The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
10. Regulatory References A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.