

AGREEMENT FOR MEDICATION ASSISTED TREATMENT (MAT) SERVICES

This agreement ("Agreement"), dated as of January 1, 2026 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and California Forensic Medical Group, Inc. doing business as Wellpath, LLC, a private California corporation (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified provider of Medication Assisted Treatment (MAT) and related services for incarcerated individuals; and

WHEREAS, Wellpath LLC, as the Management Services Organization, provides services to Contractor such as general accounting, license filing, regulatory compliance, assistance in responding to claims and litigation, payroll, invoice preparation, risk management, and human resources; and

WHEREAS, in the judgment of the Sheriff-Coroner it is necessary and desirable to employ the services of Contractor for Medication Assisted Treatment (MAT) services in Sonoma County adult detention facilities.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

- 1.1 Contractor's Specified Services. Contractor shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 13, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.
- 1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.
- 1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of

Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 10; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Contractor shall maintain, at a minimum, staffing coverage described in Exhibit "A", attached hereto and incorporated herein by this reference.
- b. Contractor may utilize a telehealth platform as a contingency plan to provide staffing coverage when needed, by an on-call health professional.
- c. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- d. If County should become dissatisfied with any healthcare personnel provided by Contractor, County will give written notice to Contractor of its reasons for dissatisfaction. Contractor shall use its best efforts to resolve the problem, and if the problem is not resolved to the satisfaction of the County, Contractor shall not permit such personnel to perform services under this Agreement.
- e. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County, which shall not be unreasonably withheld.
- f. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.
 - (i) Contractor shall submit staffing reports to the SCSO Administrative Lieutenant on a monthly basis, comparing the staffing plan (Exhibit "A") with actual shift coverage, including vacancy data by position type.
- g. Contractor's personnel performing professional MAT services shall be duly licensed in the State of California, except for medical residents and interns following a course of study, who shall be authorized for training by the Contractor. All such personnel

shall practice in accordance with accepted standards of care and professional conduct applicable to MAT providers in good standing within the community. Contractor shall also comply with the following personnel requirements:

- (i) Contractor shall furnish copies of licenses and/or records of certification for all medical personnel to the SCSO Administrative Lieutenant, who must at all times have them available for examination.
 - h. All Contractor employees are required to wear County issued identification badges, which will be issued by the County. The Sheriff reserves the right to deny and/or rescind facility access privileges to any Contractor employee who does not meet established security clearance criteria or who does not comply with established facility policy, rules, and/or regulations.
 - i. Contractor's employees must attend any orientation and training classes conducted by the County which have been deemed necessary to enhance awareness of safety, security, and operational procedures within the facilities. Attendance shall be paid at Contractor's expense.
 - j. Contractor's designee shall, upon termination of Contractor employees, immediately notify the SCSO Administrative Lieutenant.
 - k. Contractor shall be responsible for time and attendance accountability of its personnel and provide appropriate records to the County upon reasonable demand.
- 1.5 Policy Compliance. County will require the Contractor to comply with all policies of the Sheriff's detention facilities that may relate to the provision of MAT program services to incarcerated persons.
- 1.6 Background Investigation. Upon signing this Agreement, Contractor shall provide a list of all persons who are expected to or will provide services to County under this Agreement. All such persons must submit to a background investigation and be approved by the Sheriff's Office before performing any such services. Such persons shall also submit a consent and waiver form permitting County to obtain personal employment/professional qualification information from third parties and releasing such third parties from any and all liability for disclosing such information to the County. All personal information provided will be maintained by the County in the strictest confidence to the extent allowed by law. No person shall perform any services contemplated herein unless and until approval has been obtained in writing from the Sheriff's Office. The Sheriff shall have the sole discretion to determine security acceptability of all Contractor personnel at any time during the contract period, and personnel found to be an unacceptable safety or security risk shall not be given access to facilities. Contractor shall comply with Exhibit "D", attached hereto and incorporated herein by this reference.
- 1.7 Unusual Occurrences. Contractor shall continue to provide MAT program services to incarcerated persons and staff in accordance with this Agreement in the event of unusual

or catastrophic occurrences, such as concerted labor actions including strikes, riots, fires, extended power failures or equipment breakdowns, natural disasters, infectious diseases, pandemics and the like which result in the disruption of normal MAT program operations; provided however, that Contractor will not be deemed in breach of this Agreement in performance hereunder is made impossible by such occurrences. In the event and to the extent that the Contractor suffers major financial losses due to such emergency circumstances, the County may, in its discretion negotiate equitable compensation.

2. Compliance with Standards of the National Commission on Correctional Health Care (NCCHC).

2.1 Contractor shall provide Medication Assisted Treatment Services that meet NCCHC accreditation standards for health services in jails, and will also comply with all applicable laws, codes, and regulations relating to substance use disorder treatment in local detention facilities in the State of California.

2.2 Contractor shall work with the County Health Officer who, under Section 1208 of the Penal Code, shall investigate health and sanitary conditions in every county jail.

2.3 Contractor shall work with the Sonoma County Public Health Department concerning communicable disease screening, continuing medical surveillance, case management, reporting, and incarcerated person referral in the community.

3. Research. No research projects involving incarcerated persons, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without the prior written consent of the Sheriff or his designee. The conditions under which research shall be conducted shall be agreed to by the Contractor and the Sheriff or his designee and shall be governed by written guidelines. In every case, the written informed consent of each incarcerated person who is the subject of a research project shall be obtained prior to the incarcerated person's participation as a subject. Neither the Contractor nor the Sheriff shall publish any data obtained from any such research without prior written consent of the other party, unless disclosure is required by law.

4. Security of Incarcerated Person Files. Incarcerated person files and automated records are of a confidential nature. Contractor's employees shall be allowed access to these records and files only as needed for duties related to the contract and in accordance with the rules established by the Sheriff's Office. Contractor shall honor all Federal and State laws and regulations, and related policies and procedures for safeguarding the confidentiality of such data, including but not limited to the provisions outlined in the Business Associate Addendum, attached hereto Exhibit "E" as applicable.

5. Confidential Medical Records. Contractor and County agree to maintain the confidentiality of all patients' medical records and client information in accordance with all applicable state and federal laws and regulations. This section shall survive termination of this Agreement. Contractor and County shall immediately upon discovery of a breach or improper disclosure of privacy and/or security of personally identifiable information (PII) and/or protected health

information (PHI), notify the other party of such breach or improper disclosure by telephone and either email or facsimile in accordance with the provisions outlined in the Business Associate Addendum attached hereto Exhibit “E”, as applicable.

6. Audits and Evaluations. County retains the right to audit all of the Contractor’s records relative to the performance of contract services and to make unannounced site inspections at any time to evaluate contract performance and compliance with NCCHC standards, CCR Title 15 guidelines, and other policy/procedure requirements. Contractor must provide written responses to any findings or inquiries resulting from the County’s audit processes and must promptly develop and implement corrective actions as indicated. Contractor must cooperate fully with any and all audit and inspection activities initiated by the County. Nothing herein shall be construed to require the County to take any action or refrain from taking any action which might jeopardize the trade secret, proprietary, confidential, or otherwise protected status of, or Contractor’s ownership interest in, any information.
7. Responsibility. Contractor shall at all times observe and comply with all federal, state, local, and municipal laws, ordinances, rules and regulations in any manner affecting the contract but not limited to the following:
 - 7.1 Female Incarcerated Persons Rights Plan. Contractor is required to meet the requirements of the Reproductive Privacy Act (Health and Safety Code 123460 et seq.) (Jan. 1, 2003).
 - 7.2 Incarcerated Persons with Disabilities, Mental Health Issues, and Gender Matters. Contractor shall comply with and abide by the federal and state laws as they relate to incarcerated persons, including but not limited to the Americans with Disabilities Act (ADA), incarcerated persons determined to have a mental health issue, and matters involving transgender incarcerated persons.
 - 7.3 Prison Rape Elimination. Contractor shall adopt and comply with the Prison Rape Elimination Act (PREA) standards, and make information available to County, as required under 28 CFR § 115.12, to demonstrate its PREA compliance. 28 CFR § 115.401 requires Contractor to engage in and receive a PREA audit at least once during a three-year audit cycle. Contractor will make available to County contract monitor, the auditor’s final report after the completion of an audit. Until the first audit report becomes available, Contractor shall demonstrate PREA compliance to County by furnishing a copy of its PREA policy to County contract monitor. If no PREA audit has been conducted by the time the contract begins, plans to conduct a PREA audit must be demonstrated to County within the statutorily set time frame.
8. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:
 - 8.1 Monthly Payments. County shall pay Contractor the sum of \$888,703 (eight hundred and eighty-eight thousand, seven hundred three dollars) for the first contract year, payable in equal monthly installments of \$74,058.58 (seventy-four thousand, fifty-eight dollars and fifty-eight cents). This base amount reflects the average daily population of 75 receiving

MAT services. The Work Post Credit for vacant shifts Section 8.7 due to the County shall be deducted from the monthly payment due.

For each subsequent contract year, the annual compensation shall be adjusted by the inflationary rate equal to the CPI for Medical Care in the West Urban Region, not to exceed a maximum annual increase of five percent (5%).

Notwithstanding the annual CPI adjustment, total payments under this Agreement shall not exceed \$2,801,636 for the three-year term of this contract.

- 8.2 Population Adjustments. This proposal is based on an Average Daily Population (ADP) of 75 (Adult Jail) detainees receiving MAT services. In the event the ADP increases of three (3) consecutive months to the extent that a staffing level adjustment is appropriate to maintain the required high level of care, Contractor reserves the right to negotiate for a contract price increase to maintain the same high quality of care for the incarcerated population.
- 8.3 Per Diem Payment. If the average number of incarcerated persons receiving MAT services in Sonoma County's custody exceeds 90, the County shall pay a per diem amount of \$4.00, multiplied by excess incarcerated persons and the number of days.
- 8.4 Per Diem Credit. If the average number of incarcerated persons receiving MAT services falls below 60, Contractor will reimburse the per diem amount for each person below that threshold multiplied by the number of days.
- 8.5 Annual Increase. The County shall increase the monthly payments for the second and third year of the contract, if the options to extend are exercised, to be effective July 1, as follows:
 - a. For all National Union of Healthcare Workers (NUHW) positions, the County will pay annual increases per documented rates in Contractor's agreement with NUHW. Contractor shall provide documentation, including calculations using the actual increase per position, by February 28 for the following fiscal year (July-June). Additionally, per diem rates and all other costs not included in the NUHW labor agreement will be increased by the inflationary rate equal to the CPI for Medical Care in the West Urban Region, all urban consumers, calculated from February to February of the previous year, or a maximum of 5%.
- 8.6 General Payment Provisions. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Sheriff-Coroner. The bills shall identify the services completed and the amount charged. Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.
- 8.7 Work Post Credit. For all unfilled shifts, County shall be credited. Contractor shall provide County with a credit if any Work Post is vacant in whole or in part for any shift ("Work

Post Credit”). Contractor shall provide a Work Post Credit to County on the monthly invoice for every Work Post shift that was not staffed, in full or in part, during the month. Contractor may submit a written request for waiver of credit application for a shift that is vacant in part. The Work Post Credit to County shall be the equivalent to the Contractors’ cost (salary and benefits), had the Work Post been staffed and will be applied in the monthly invoice for services in the month following the vacant shift. This cost will be determined by taking the average hourly pay rate of the job class assigned to the Work Post shift, plus an additional 50% to approximate the cost of benefits for the job class assigned to that Work Post for the hours the post is vacant.

For extended vacancies, County and Contractor may choose to use salary savings to reinvest in recruitment.

- 8.8 Government Reimbursement Programs. Contractor will present service encounters for the MAT program in a billable format to the County’s contracted Medi-Cal biller. The Medi-Cal biller will send any and all reimbursements to the County. Contractor agrees County shall receive the benefit of all (100%) reimbursements from CalAIM and other government programs.
- 8.9 Clinic Space, Utilities, and Equipment. County shall provide the space, housekeeping, limited furniture, fixtures, utilities, voice-over IP telephones, fax lines, security, and similar items necessary for efficient operation of MAT services. County shall provide only the equipment on-site at the start of the term and any other equipment that County chooses to purchase and retain ownership of or chooses to replace or update.

County will provide network connectivity and may provide Wi-Fi access depending on location. Unless specifically required and specified at time of contract, all network access will lead directly to the internet with no other access to County computing resources (separate Virtual Local Area Network [VLAN]).

County will work with Contractor to provide access to appropriate incarcerated person data through secure data interfaces or other secure methods. To access incarcerated person data the Contractor must comply with any applicable Federal, State, County of Sonoma and County regulations and policies on data access, data retention, and secure data disposal. This may include participating in and completing any necessary training or testing related to security awareness, IT security policies, and secure data handling. Failure of individual Contractor staff members to follow these policies would result in the revocation of access to incarcerated person data as solely determined by County.

Contractor shall be responsible for the purchase of all other equipment, including replacement equipment as needed, and shall retain ownership of the equipment that it purchases. Contractor shall be responsible for providing its own computers, servers, printers, copiers, software, office chairs, and ergonomic equipment for office and computer workstations. County reserves the right to refuse to allow any item into the jail if they determine it poses a security risk. County may require approval of the method of internet/data connection services.

8.10 Change in Scope of Work. Contractor's pricing reflects the scope of care as outlined in the RFP submission and the current community standards of care regarding correctional healthcare services. Should there be any change in or modification of the local, national, or community standards of care or scope of services; court rulings or interpretation; or state or federal law or statute or interpretation thereof, which results in sustained and material changes in costs, coverage of costs related to such changes are not included and would need to be immediately negotiated with County to ensure all parties' interests are properly aligned. Changes such as the opening of additional areas in any of the facilities or construction of additional space would all be considered a change in the scope of service and potentially require immediate renegotiation.

8.11 Additional Services. County may, at its option, request Contractor to provide additional staffing, programs, and/or services. County shall reimburse Contractor for costs related to such additional services. If and when County decides to reopen the North County Detention Facility (NCDF), County and Contractor will meet and determine staffing needs and implementation requirements. Such requests shall be agreed to by both parties in writing.

8.12 Revenue and Taxation Code Section 18662: Pursuant to California Revenue and Taxation code (R&TC) Section 18662, County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by Contractor in order for payments to be made. If Contractor is qualified, then County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Contractor agrees to promptly notify County of any changes in the facts. Forms should be sent to County pursuant to Article 19. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

9. Term of Agreement. The term of this Agreement shall be from January 1, 2026 to December 31, 2028 unless terminated earlier in accordance with the provisions of Article 10 below. Notwithstanding the foregoing, Contractor is required to continue to provide services after the end of the term of this Agreement (or any termination of services) upon County's request, unless and until Contractor provides County with 60 days written notice of its intent to terminate services.

10. Termination.

10.1 Termination Without Cause. Notwithstanding anything contrary contained in this Agreement, County or Contractor may, without prejudice to any other rights it may have, to

terminate this Agreement for their convenience and without cause by giving sixty (60) days advance written notice to the other Party.

10.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor or County fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County or Contractor may immediately terminate this Agreement by giving written notice of such termination, stating the reason for termination.

10.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents created directly in Contractor's performance of this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination. Contractor shall be allowed to remove its property from the Jail including its proprietary policies and procedures, manuals, training material, and forms. Nothing herein shall be construed to require Contractor to provide copies of policies, procedures, manuals, training materials and/or forms to County or any successor provider, it being understood that such materials are proprietary to the Contractor.

10.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Article 10.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

10.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or the Sheriff-Coroner, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

11. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', consultants', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a

complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', consultants', subcontractors', or invitees' performance or obligations under this Agreement. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. Contractor's obligations above apply whether or not there is concurrent or contributory negligence on the County's part, but, to the extent any comparative fault is finally determined to have been contributory, pure comparative fault principles shall apply and each party shall only bear the proportionate cost of any damage or liability (exclusive of any costs of defense) attributable to the respective fault of the party or that of its officers, directors, agents, employees, volunteers, or subcontractors.

12. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit "C", which is attached hereto and incorporated herein by this reference.

13. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

14. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Sheriff-Coroner, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Sheriff-Coroner in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

15. Representations of Contractor.

15.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

15.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 10, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

15.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If Contractor becomes debarred, Contractor has the obligation to inform County

15.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

15.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder. County's accessibility to the records described in this section does not include materials, documents, or records which are subject to an evidentiary privilege, designated or considered Patient Safety Work Product, or otherwise deemed confidential pursuant to the Federal Patient Safety and Quality Improvement Act of 2005, 42 USC 299b-22.

15.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

15.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

15.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

15.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

15.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents directly involved in Contractor's performance of this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Notwithstanding the foregoing, Contractor shall retain ownership and control of all materials, documents, or records which are subject to an evidentiary privilege, designated or considered Patient Safety Work Product, or otherwise deemed confidential pursuant to the Federal Patient Safety and Quality Improvement Act of 2005, 42 USC 299b-22. Additionally, Contractor shall retain ownership and control its proprietary policies and procedures, manuals, training materials, and forms.

15.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

16. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand

adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits either party's right to terminate this Agreement pursuant to Article 10.

17. Liquidated Damages. Liquidated damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquid damages shall apply to this contract.

County and Contractor agree that damages to County due to Contractor's delay in timely providing Services in accordance with Exhibit A, and Staffing levels in Exhibit A and the contract termination date are impractical and difficult to ascertain. Therefore, a daily amount of \$1,500 as Liquidated Damages shall be assessed against Contractor – not as a penalty, but for damages to County due to delays in providing Services not in accordance with Exhibit A or later than the contract termination date (herein "Delay"). County may offset Liquidated Damages against amounts owing to Contractor, including retention sums. Prior to imposition of any Liquidated Damage, or withholding, the County shall provide timely written notice specifying Delay(s) in providing Services not in accordance with Exhibit A, and Contractor shall have a reasonable opportunity to cure such alleged deficiencies. The respective cure period shall be no fewer than fourteen (14) days for reporting related alleged deficiencies and no fewer than thirty (30) days for any other alleged deficiencies. Should Contractor not cure the deficiencies within this time period, the daily Liquidated Damages shall become retroactive to the date of County's initial written notice of the Delay in services. Such cure period shall neither relieve Contractor of its duties of performance in accordance with the terms of this Agreement, nor relieve Contractor of its indemnification obligations set forth in Article 11 for damages resulting from any Delay in services without regard to the cure period.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of the Contractor, County shall excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation with a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

18. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

19. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Sonoma County Sheriff's Office
Attn: Tory Callaway, Department Analyst
2796 Ventura Ave,
Santa Rosa, CA 95403
Phone: (707) 565-2872
Tory.callaway@sonomacounty.gov

TO: CONTRACTOR:

California Forensic Medical Group
Attn: Grady Judson Bazzel, MD,
President of CFMG
3340 Perimeter Hill Drive,
Nashville, TN 37211
Phone: 615-815-2703
Jbazzel@wellpath.us

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

20. Miscellaneous Provisions.

20.1 No Waiver of Breach. The waiver by County or Contractor of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

20.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed

against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

20.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

20.4 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

20.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

20.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

20.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

20.8 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

20.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

20.10 Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR: California Forensic
Medical Group

COUNTY: COUNTY OF SONOMA
AGREEMENT EXECUTED:

By: _____
Grady Judson Bazzel, MD,
President of CFMG

By: _____
Chair, Board of Supervisors

Date: _____

Date: _____

ATTEST: _____
Clerk of the Board of Supervisors

Date: _____

APPROVED AS TO SUBSTANCE
FOR COUNTY:

By: _____
Eddie Engram, Sheriff-Coroner

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____

CERTIFICATES OF INSURANCE
REVIEWED AND ON FILE:

By: _____
Tory Callaway, Department Analyst

Date: _____

Exhibit A

Scope of Services

All aspects of the MAT program are in accordance with NCCHC and American Correctional Association (ACA) standards for health services in Sonoma County.

Medication Assisted Treatment (MAT) Services

Contractor will provide MAT services at Sonoma County adult detention facilities. These MAT services will include counseling, medication prescription and administration, ongoing medication management, and provider visits to all eligible clients.

Contractor's MAT program will consist of the following key components and services:

1. Intake

Screening

Intake staff will screen all arrestee's for substance use, withdrawal symptoms, and signs of serious intoxication. Intake staff will utilize a standardized screening form to evaluate potential participants for signs and symptoms of withdrawal or serious intoxication. Individuals reporting alcohol and/or drug dependence, or identified as being at risk for withdrawal, will receive a more in-depth assessment to assess suitability for participation in the MAT program. Contractor will screen patients for substance use during intake, health assessments, and during health encounters.

Assessment & Treatment

Contractor staff will complete the withdrawal assessment using the Addiction Research Foundation Clinical Institute Withdrawal Assessment for Alcohol – Revised (CIWA-Ar) and/or the Clinical Opioid Withdrawal Scale (COWS) assessment tool to determine the severity of withdrawal based on the patient's behavior or responses to the questions. The assessment tools will evaluate signs and symptoms of withdrawal or serious intoxication at intake, including anxiety and agitation, disorientation, visual and auditory disturbances, nausea and headaches, tremors, paroxysmal sweats, and elevated vital signs. These assessment tools will also help on-site medical providers gauge how patients will respond to the medications administered to stabilize withdrawal symptoms. Based on the assessment, arrestees who are found to have the potential of withdrawal from alcohol will start on the CIWA and/or COWS protocol and receive their first dose of medication. If a patient does not respond as expected to the medication, the clinician will develop an individualized treatment plan. Additional assessments using evidence-based screening instruments, such as the DSM-5 and the McKesson Drug Screen, will be administered to further evaluate the severity of a substance use disorder (SUD) and to better tailor the patient's treatment plan.

Patients who are not initially identified during the intake process as needing treatment, but later report an SUD associated craving, will be able to submit a request to be screened for opioid use disorder (OUD) during a sick call. The nurse will evaluate the patient in a clinical setting and initiate the referral to the appropriate provider, who will then assess the patient and recommend the appropriate treatment.

2. Induction

Medication Prescription & Administration

Contractor will create an individualized Treatment Plan to identify the best medication option based on addiction history, goals, accessibility, and release plans. For individuals incarcerated for 30 days or longer, Contractor will conduct an American Society of Addiction Medicine (ASAM) criteria assessment within 30 days of the first visit with a Pre Professional Health Advising (PPHA) representative and/or the SUD Counselor. The selected medication is typically chosen based on its availability in the community to support continuity of care following release. Contractor will conduct initial blood work and schedule routine chronic care monitoring by a medical provider. The patient will then be started on medication. Once started, the patient will be seen daily and/or weekly until the medication dosage is stabilized. Monitoring the patient during this phase will allow the provider to assess any adverse effects of the administered medication, including the presence and persistence of cravings or withdrawal symptoms, and adjust the medication or dosage, if needed. Contractor will make appropriate provider referrals for patients who have a medical condition that would be significantly impacted by alcohol and/or drug use.

Alcohol Use Disorder (AUD)

During intake, detainees who have the potential of withdrawal from alcohol based on frequency, duration of drinking and history, or current experience of symptoms, will be started on the Addiction Research Foundation Clinical Institute Withdrawal Assessment for Alcohol – Revised (CIWA-Ar) protocol and will receive their first dose of medication within four hours. For patients who are on CIWA-Ar protocol or are undergoing alcohol detox, nursing staff will initiate conversations about available treatment options for AUD. If a patient expresses interest in treatment, they will be referred to the MAT nurse for further education on the various treatment options and referred to a provider to begin treatment. Naltrexone is the most common treatment option for AUD. Patients must sign a consent form for naltrexone along with a treatment agreement prior to administration. Once administered, follow-up is coordinated with a community provider.

Substance Use Disorder (SUD)

Detainees identified at intake as being at risk for withdrawal from SUD will be placed on Clinical Opiate Withdrawal Scale (COWS) protocol and undergo a complete withdrawal management program under close medical supervision to minimize the risk of adverse symptoms and the need for off-site treatment. When a patient scores an 8 or more on the COWS assessment, a provider will be contacted for potential buprenorphine orders. Patients who express interest in induction and ongoing treatment will be gradually titrated (based on their release date) to an appropriate dose of medication that will meet their needs, and patients' treatment will be maintained throughout their incarceration. For individuals who decline buprenorphine, treatment may be used in a taper method to help ease withdrawal symptoms. If an individual is already receiving MAT in the community, healthcare staff will verify treatment and coordinate with the provider to continue the prescribed regimen of buprenorphine or naltrexone. Every effort will be made to minimize delays; however, all patients will be initially placed on COWS protocol until treatment is resumed, and withdrawal signs and symptoms are no longer present. For patients entering the facility on methadone, Contractor will collaborate with the community Opioid Treatment Program (OTP) to provide methadone for the patient. Methadone will be delivered to the facility, where nurses will administer daily doses of the medication. The County will not be transporting patients on behalf of Contractor to the community OTP for methadone or other medications.

Pregnant MAT Patients

Contractor will coordinate the assessment and enrollment of pregnant, opioid-addicted patients into the MAT program. If a pregnant patient reports active drug or alcohol use during the initial screening, intake staff will contact the physician or advanced practice provider for orders. When a medical provider (physician or Nurse Practitioner [NP]/Physician Assistant [PA]) is on site, the provider will evaluate the pregnant patient immediately; otherwise, the patient will be seen during the next scheduled provider sick call clinic. The patient will also be referred to an obstetrical specialist for a high-risk obstetrical evaluation.

Pregnant MAT patients will not be allowed to undergo withdrawal as opioid withdrawal during pregnancy may be associated with adverse impact on the fetus; instead, Contractor will provide MAT treatment in the form of either buprenorphine or methadone. If a pregnant patient is opiate-dependent and reports using methadone in the community, Contractor will attempt to verify the treatment being received. Once verified, Contractor's staff will refer the pregnant patient to an OTP for continued treatment. If the treatment cannot be verified, or the opiate-dependent pregnant patient is not currently receiving methadone, she will be treated with buprenorphine on site or referred to a local provider for evaluation and recommendations for treatment. In addition to regular dosing, the patient will be evaluated monthly (or as required by state regulations) for potential dose adjustments throughout the pregnancy.

If a pregnant patient declines to participate in MAT, the physician will initiate an appropriate treatment plan for opiate withdrawal syndrome. The physician will also initiate a treatment plan for postpartum patients with opioid dependency. After delivery women will be encouraged to stay on their MAT treatment, and treatment will be provided for the length of their incarceration. Contractor will coordinate with community providers for follow-up care as part of the discharge planning process.

Monitoring & Stabilization

Once treatment begins, the patient will be seen daily or weekly by Contractor until the medication dosage is stabilized. During this phase, Contractor will monitor the patient for any adverse effects of the medication, including cravings or withdrawal symptoms, and adjust the medication or dosage as needed.

Counseling (Individual & Group) & Support

New MAT patients will be referred to counseling services provided by the Contractor's SUD Counselor. Contractor's MAT induction program will provide a range of individual and group treatment options, as permitted by staff availability and facility resources. Counseling services will be adjusted to meet the needs of the population. Group topics may include:

- Alcohol and tobacco
- Sex, alcohol, and other drugs
- Negative emotions
- Relapse prevention basics
- The 12 Steps
- Focus on HIV
- Physical wellness
- Attitudes and beliefs

- Family matters
- Child development and parenting skills
- Money management
- Sexual abuse
- Addiction and loss
- Spirituality and personality
- Chronic pain and opioids
- Older adults
- Spirituality
- Stress and emotional well-being
- Anger and communication
- Introduction to self-help groups
- Sexually transmitted diseases
- Nutrition and exercise
- Problem solving
- Human needs and social relationships
- Patient and patient's parents
- Educational and vocational goals
- Insurance and consumer credit
- Compulsive sexual behavior
- Grief and responding to loss
- Advanced relapse prevention
- Chronic diseases
- Seeking help for co-occurring disorders

3. Continuation

Ongoing Medication Management

For arrestees who are receiving MAT in the community, Contractor will continue administering the medication the patient was receiving prior to arrest. Contractor will do so during the duration of the patient's incarceration at Sonoma County adult detention facilities, or as long as clinically indicated. If a patient was receiving buprenorphine (Subutex, Suboxone, Sublocade) or naltrexone (Vivitrol) in the community, Contractor's medical provider will write the order to continue treatment and manage these medications on site. If the patient has been receiving methadone from a local OTP, Contractor will work with the OTP to provide this medication. Contractor's MAT Coordinator will coordinate these services with the County's SUD program, and Contractor's narcotic treatment provider (NTP), REAP, will continue methadone treatment. At least one form of all FDA-approved medications will be available in accordance with California Advancing and Innovating Medi-Cal (CalAIM) Policy and Operational Guide, including for detainees with short-term stays.

Regular Assessments

Periodic assessment will be conducted on patients throughout the Continuation phase to ensure the patient is responding well to the treatment. Based on the assessment results, Contractor's staff may make adjustments to the treatment plan, including medication and dosage, if needed.

Ongoing Counseling (Individual & Group) & Support

Contractor will provide behavioral therapy and counseling to both new and continuing MAT patients on a range of topics that can be tailored to meet the needs of the population. The Contractor's SUD Counselor will conduct monthly one-on-one counseling sessions with all MAT patients.

4. Follow Up & Maintenance

Long-Term Medication Management

Contractor's healthcare staff will monitor the patients' progress and ensure that the patient maintains their combined treatment regimen of prescribed medications and counseling to help regulate SUD symptoms and cravings.

Follow-Up Services & Chronic Care Clinics

Once the patient is on a stable dose, follow-up care will be conducted during routine chronic care clinic visits that are scheduled every 30, 60, or 90 days based on the stability of the condition. However, patients can also be seen anytime during treatment upon request. Contractor's providers will check-in regularly with patients to ensure the prescribed medication is working effectively. Additional assessments, tests, and labs may be conducted to measure the efficacy of the treatment regimen and will be reviewed during regular follow-up visits. Any adjustments made to the patient's treatment plan during regular follow-up visits will be documented and maintained as appropriate.

Community Coordination & Connectivity

To support MAT maintenance, Contractor's staff will coordinate with the County's SUD program to transition patients' care to local community providers ensuring appropriate follow-up care and continuity of care upon release.

5. Discharge Planning

Preparation for Discharge

Prior to release, each patient in the MAT program will be assigned to a Discharge Planner, who will work to find available community resources, set follow-up appointments, refer the patient for counseling services to include individual and group therapy, and provide post-release linkage to community MAT programs for continuity of services. The discharge planner will create a comprehensive discharge and aftercare plan for community treatment services. Relative to CalAIM requirements, Contractor's staff will assist with pre-release care management and reentry planning to support continuity of care upon discharge. This process will include supplying clinically appropriate medications, including MAT medications, a prescription for ongoing medications, and any necessary durable medical equipment. Each patient will also receive two doses of Narcan with usage instructions, a community resource packet outlining local aid and support services available in the area, and a scheduled appointment with a community provider within a few days of their release. Patients who elect not to participate in the MAT program will be provided with a list of community resources to support their continued recovery after release.

Medication at Release

At the time of discharge, Contractor's staff will conduct a comprehensive medication review with each patient to ensure they understand their treatment plan and have access to the necessary resources to support continued recovery. Upon release, a clinically appropriate 30-day supply of bridge medications will be provided to patients in alignment with CalAIM requirements, including MAT medications for substance use disorders. Follow-up appointments with community-based providers will also be arranged to support continuity of care. Additionally, patients will be discharged with resource packets and essential items to assist with their transition and reentry into the community.

Contractor has established a relationship with CVS's long-term care pharmacy and approved provider with Med-Cal Rx, Omnicare, and will provide same-day delivery of discharge medications. CVS/Omnicare will utilize their California regional pharmacies to provide same day delivery of prescriptions, 7 days per week. Contractor will also leverage the CVS pharmacy network to expedite prescription delivery for urgent and emergent needs. In addition to prescription dispensing services, Omnicare will have a process in place to bill multiple third-party payers for prescriptions and will have the ability to submit claims and prior approvals online using the California Medicaid Management Information System (CA-MMIS) system. Omnicare will also assist with processing prior approvals for non-formulary medications through CoverMeds in order to maximize the program potential and ensure appropriate community transition. Omnicare will be utilized to provide bridge medications upon release into the community.

6. Nursing Protocols and Guidelines

Contractor maintains an established set of Professional Nursing Protocols (PNPs) - written instructions and guidelines outlining the steps to be taken when evaluating a patient's health status - to ensure that patients receive care appropriate to their presenting needs or complaints. These PNPs will provide direction for assessing specific health conditions or complaints, enabling nurses to reach logical conclusions based on their observations, and to deliver appropriate interventions and follow-up care. All of Contractor's nurses will be trained to use PNPs.

7. Meetings and Team Collaboration

Contractor will collaborate closely with the County and facility staff to coordinate MAT services and communicate on all contract-related matters, including service delivery, daily operations, day-to-day activities, program needs, and future planning. Contractor will maintain open and consistent communication with County and correctional staff, holding regular meetings to review program performance, engage the County in treatment planning and decision-making, and promote transparency in all aspects of operations.

Administrative Meetings

Contractor will meet quarterly with the Detention Division's treatment team at the Main Adult Detention Facility (MADF), as mutually agreed upon. These meetings will include participation from medical, mental health and benefits staff, as well as SUD treatment providers. The topics discussed at these meetings should include the status of the MAT program, any grievances, and MAT reporting updates.

Medical Administration Committee (MAC)

Contractor's MAC will oversee all healthcare functions at the MADF. The MAC will meet quarterly to evaluate the overall healthcare program, including current MAT operations. Meeting discussions will include a review of monthly health services statistics by category of care, the current status of the healthcare program, costs of services, coordination between security and health services, and identified program issues or needs. The MAC will also review and categorize patient grievances to identify potential issues and emerging trends. The Contractor will document meeting minutes, distribute them to attendees and Sonoma County administration, and retain copies for reference and recordkeeping. MAC attendees should include:

- Health Services Administrator (HSA)
- Director of Nursing (DON)
- Medical Director
- Dentist
- Psychiatry and/or mental health representative
- Designated County representative(s)

8. Naloxone (Narcan)

Additionally, Contractor will ensure that Narcan (naloxone) is readily available on-site and that staff are trained in its administration. In alignment with overdose prevention best practices outlined in Section 8.8 of the CalAIM Policy and Operational Guide, all patients will be offered Naloxone upon release – regardless of documented opioid use history. Education will be provided to both staff and patients on recognizing signs of opioid overdose and responding appropriately using naloxone. Patients will receive a brochure that covers the effects of returning to using the previous dose of opiates after detoxification, how to access Narcan, and what to do if the individual or someone else is in a suspected overdose.

9. Short-Term Stays and Medications

FDA-approved medications will be available in accordance with CalAIM Policy and Operational Guide, including for detainees with short-term stays. Patients with short-term stays or unknown release dates who are enrolled in Medi-Cal coverage, will be screened at intake for eligibility to receive pre-release Medi-Cal services. Contractor will identify and engage individuals who meet CalAIM eligibility, who have had an active Justice-Involved (JI) code for at least 48 hours. Contractor will work with the Whole Person Care Team who will develop the Reentry Care Plan for medication continuity and to provide a warm handoff to a Community Based Organization upon release. A medication list (to include active/discontinued medications, dosage, and dispensing pharmacy) will be developed by the patient's pre-release care manager and provided in the patient's packets.

10. Reporting and Data Tracking

Reporting

Contractor will compile and provide data regarding services provided to the County in an appropriate monthly report as defined by the County. These timely reports will be presented in a format agreeable to both parties and will be devoid of personally identifiable patient information.

The MAT reports will encompass a range of data, including but not limited to:

- Number of patients enrolled in the MAT program
- Number of patients discharged from MAT Program (to include scheduled releases and program violators)
- Patients program start date
- Days in program
- Housing location and classification
- Additional data requested following discussion

Data Tracking

Contractor's performance outcome measures and other relevant patient data will be tracked in a vendor-supported EMR system, CorEMR, which pulls data directly from patient medical records. A web-based application, CorEMR will interface with the County's Jail Management Systems (JMS'), CriMNet and Justice System, and will generate statistical reports and identify outliers beyond agreed-upon periods. The CorEMR Dashboard will provide a snapshot of recent intakes, daily tasks, patient alerts, and staff activity notes upon login. Contractor will configure CorEMR to provide a specific alert that flags any patient enrolled in the MAT program.

11. Grievances

Contractor will adhere to all established response timelines and ensure that requested information is provided promptly, per the Sheriff's Office grievance policy. In the event that Contractor's primary contact for reviewing and responding to complaints is unavailable, Contractor will ensure a qualified and pre-designated contract employee is available to provide coverage.

Primary Contact for Complaints

The individual listed below will serve as Contractor's primary point of contact for the Sheriff's Office regarding review and response to complaints.

Keri Rubalcava, RN
Regional Director of Operations
3340 Perimeter Hill Drive
Nashville, TN 37211
530.321.4687

12. Staffing

Contractor will ensure that MAT services are provided by fully qualified and appropriately licensed professionals, certified or registered in California. All employees and contractors will hold the necessary licenses or certifications for their positions and will be qualified to administer and interpret assessment results. Applicable employees will be required to attest to the completion of annual training necessary to maintain their licenses and/or certifications. Additionally, healthcare personnel will maintain current first aid and CPR/AED certifications and will attend appropriate workshops to uphold their licensure.

Independent of the County's background investigation process, Contractor will require all prospective employees to undergo a background investigation as part of their hiring process. Prior

to employment, Contractor will conduct a criminal records check, fingerprinting, and a forensic panel drug screen.

Staffing Levels

Contractor will staff the MAT program appropriately to ensure the timely provision of services as required by the County. Contractor will continuously track MAT services workloads to determine whether a revised staffing plan would improve patient care efficiencies while creating cost savings for the County. Staffing schedules may be modified with mutual agreement and written consent between Contractor and the County.

Contractor will ensure the same staff category coverage during periods of planned or unplanned absence. The Contractor's staffing plan and relief factor calculations will ensure adequate coverage for holidays, weekends, vacation and sick days, emergencies, and any other extenuating circumstances that may arise. Contractor will use part-time and per diem personnel to provide coverage for scheduled absences and to supplement full-time staffing needs.

Contractor will maintain a PRN (per diem) pool to ensure the availability of backfill and relief coverage when needed. Contractor's PRN staff will complete orientation and ongoing training consistent with the full-time team members to ensure they are capable and ready to provide continuity of services. Contractor's PRN employees will be selected based on the requirement that they work a sufficient number of shifts to be familiar with the current policies and procedures.

Provider shall deliver all counseling and related services in a manner that is culturally competent, trauma-informed, and evidence-based. Provider shall maintain appropriate training, licensure, and continuing education to ensure ongoing compliance with these requirements. Provider shall collect, maintain, and furnish to the Contracting Agency all data, statistics, and audit records relevant to the services provided, including but not limited to course materials, curricula, attendance records, evaluation measures, outcome data, and documentation of program fidelity. Such records shall be provided in a timely manner upon request and shall be kept in accordance with all applicable laws, regulations, and contractual privacy requirements.

Staffing Plan and Roles

Contractor's staffing plan reflects the chart below:

Wellpath Proposed Staffing Plan for Sonoma County									
Position	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk	FTE
Day Shift									
RN MAT Coordinator	8	8	8	8	8			40	1.00
LVN Dosing	8	8	8	8	8	8	8	56	1.40
NP/PA	8		8		8			24	0.60
MAT Substance Abuse Counselor	6	6	6	6	6			30	0.75
MAT Discharge Planner	8	8						16	0.40
Weekly Total									
Total Hours/FTE per week								166	4.15

RN MAT Coordinator — 40 hours per week

- Conduct daily assessment of CIWA/COWS patients
- Assist with SUD screenings
- Make appropriate referrals to mental health and/or provider for treatment
- Ensure patients have appropriate labs and drug screens ordered
- Coordinate with security to ensure med pass remains on schedule
- Coordinate all internal appointments
- Coordinate patient flow through MAT process beginning to end; fills in when/where a need is identified
- Coordinate with local methadone clinic if methadone treatment is needed
- Perform any MAT nursing functions in the event extra assistance is needed

LVN Dosing — 56 hours per week

- Administer medications daily
- Complete proper documentation on medication counts and administration
- Perform labs and drug screens as ordered for MAT patients

Nurse Practitioner— 24 hours per week

- Identify patients undergoing CIWA/COWS for SUD
- Assess patient and diagnose SUD
- Continue MAT medications for patients already enrolled in a MAT program upon intake
- Conduct new patient appointments for induction of new treatment (approximately 45-60 minutes each)
- Induction of new treatment; after initial treatment patient is seen weekly for medication review and titration of dosage as needed (approximately four weekly appointments for one month)
- Conduct monthly follow-up appointments; per Contractor policy, MAT patients require a monthly chronic care appointment
- Order and interpret labs and random drug screens

SUD Counselor — 30 hours per week

- Conduct 3-4 group counselling sessions weekly
- Conduct monthly counseling with each individual; minimum of one visit per patient

MAT Discharge Planner — 16 hours per week

- Conduct group counselling sessions
- Conduct individual counseling sessions
- Work with patient setting treatment until discharge to ensure strong community hand-off

Exhibit B **Budget**

1. Clinic Space and Equipment

County shall provide the space, limited furniture, fixtures, utilities, telephone, and security necessary for efficient operation of the MAT program services. County shall provide only the equipment on-site at the start of the term and any other equipment that County chooses to purchase and retain ownership of or chooses to replace or update. Contractor shall be responsible for the purchase of all other equipment, including replacement equipment as needed, and shall retain ownership of the equipment that it purchases. Contractor shall be responsible for providing its own computers, servers, printers, copiers, software, office chairs, and ergonomic equipment for office and computer workstations.

County reserves the right to refuse to allow any item into the jail if they determine it poses a security risk. County may require approval of the method of internet/data connection services.

Contractor will cover the costs, procurement, maintenance, and repair of all medical and office supplies and equipment with unit costs of less than \$500. Throughout the term of this Agreement, Contractor will utilize and maintain the County-owned equipment, ensuring that all equipment remains the property of Sonoma County following the close of the contract.

2. IT Costs

The County will provide and maintain 4 telephones within the area designated for MAT program operations and IT infrastructure (firewalls, switches, etc.), along with any additional wiring needs for connectivity. If IT infrastructure costs are incurred, these will also be included as a passthrough cost.

County will provide network connectivity and may provide Wi-Fi access depending on location. Unless specifically required and specified at time of contract, all network access will lead directly to the internet with no other access to County computing resources (separate Virtual Local Area Network [VLAN]).

County will work with Contractor to provide access to appropriate incarcerated person data through secure data interfaces or other secure methods. To access incarcerated person data the Contractor must comply with any applicable Federal, State, County of Sonoma and SCSO regulations and policies on data access, data retention, and secure data disposal. This may include participating in and completing any necessary training or testing related to security awareness, IT security policies, and secure data handling. Failure of individual Contractor staff members to follow these policies would result in the revocation of access to incarcerated person data as solely determined by the SCSO.

3. Pricing Structure

Contractor's cost breakdown covers all professional services; staffing, including salaries and employee benefits; on-site services including laboratory; electronic medical records management; medical supplies and equipment; pharmaceuticals; Contractor Regional Management support; and insurance, licenses, applicable taxes, and legal costs, as illustrated in the following chart.

Detailed Cost Breakdown (Year 1)

Category	Annual Cost
Administrative and Overhead Expenses	\$119,975.00
Salary and Benefits Costs	\$638,390.00
Pharmaceuticals	\$53,594.00
Tools and Equipment (IT Equipment)*	\$9,050.00
Other Supplies (Medical Supplies, Labs, and Drug Screens)	\$60,460.00
Insurance Coverage Costs	\$7,234.00
Electronic Medical Records System	Included
Financial Limitations	None
Total	\$888,703.00

Wage Comparisons

Every position in the MAT program staffing plan corresponds to an existing role under Contractor's current inmate medical services contract with Sonoma County and is covered by the collective bargaining agreement with the union. Contractor's rates are consistent with those established for the same positions in that contract.

Salary and Benefits	Range	Included
RN MAT Coordinator	\$84.00 - \$102.75	✓
LVN Dosing	\$49.75 - \$60.75	✓
NP/PA	\$89.50 - \$109.50	✓
MAT Substance Abuse Counselor	\$64.75 - \$79.25	✓
MAT Discharge Planner	\$52.00 - \$63.50	✓

**The cost breakdown does not include pricing for the North County Detention Facility.*

**The cost breakdown does not include services incurred if the County's model relies on in-reach pre-release care managers providing discharge services.*

**IT Equipment includes desktop set-up, laptop, printer and signature pane. The County will provide county user accounts to Contractor, but Contractor will be responsible for the costs. The rate will be set by the County Information Services Department. The County ISD rate structure can be found here: <https://sonomacounty.gov/administrative-support-and-fiscal-services/information-systems/rate-structure>.*

Three-Year Pricing Structure & Formula

If the County exercises additional option years under this Agreement, pricing will be adjusted as follows:

Staffing and Services Overview for Sonoma County –MAT Services	
	MAT Services Annual Costs for an ADP of 75
Year 1	\$888,703.00
Year 2	\$915,364.00
Year 3	\$942,825.00

Rates in the chart above reflect rates with a 3% CPI increase as proposed by Contractor. Actual costs will be based on Section 8 of the body of the Agreement.

Basis for Annual Increase

For all National Union of Healthcare Workers (NUHW) positions, the County will pay annual increases per documented rates in Contractor's agreement with NUHW. Contractor shall provide documentation, including calculations using the actual increase per position, by February 28 for the following fiscal year (July- June). Additionally, per diem rates and all other costs not included in the NUHW labor agreement will be increased by the inflationary rate equal to the CPI for Medical Care in the West Urban Region, all urban consumers, calculated from February to February of the previous year, or a maximum of 5%.

The following formula or method is used to calculate contract cost increases for each year after the initial contract year:

$$\text{\$X} * (\text{CPI}\% + 1) = \text{New Contract Price}$$

$\text{\$X} = \text{Current Contract Price}$

$\text{CPI}\% = \text{Minimum of 3\%}$

Exhibit C
Insurance Requirements – Template #5 with Revisions

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
 - i. *Subrogation waiver endorsement*; and
 - ii. *Certificate of Insurance*.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$2,000,000 per Occurrence; \$5,000,000 General Aggregate; \$5,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. Contractor is responsible for any deductible or self-insured retention. If the deductible or self-insured retention exceeds \$100,000 it must be approved by the County in advance of contract execution. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
- d. County of Sonoma, its officers, agents, and employees, Attn: Sonoma County Sheriff's Office, 2796 Ventura Ave, Santa Rosa, CA 95403 shall be endorsed as

additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. *Required Evidence of Insurance:*

- i. Copy of the additional insured endorsement or policy language granting additional insured status; and
- ii. Certificate of Insurance.

3. Automobile Liability Insurance

a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

d. *Required Evidence of Insurance:* Certificate of Insurance.

4. Cyber Liability Insurance

a. With limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

b. Coverage shall include, but not be limited to, claims involving invasion of privacy violations, information theft, and release of private information. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

5. Professional Liability/Errors and Omissions Insurance

a. Minimum Limit: \$2,000,000 per claim or per occurrence; \$5,000,000 annual aggregate.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County.

d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

e. County of Sonoma, its Officers, Agents and Employees shall be endorsed as additional insureds on contractor's Professional Liability Policy.

f. *Required Evidence of Insurance:*

- i. Copy of additional insured endorsement or policy language granting additional insured status; and
- ii. Certificate of Insurance

6. Network Security & Privacy Liability Insurance:

- a.** Minimum Limit: \$1,000,000 per claim per occurrence, \$1,000,000.00
- b.** Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.
- c.** If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d.** Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e.** Required Evidence of Insurance:
 - i.** Certificate of Insurance specifying the limits and the claims made retroactive date.

7. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A-:VII.

8. Documentation

- a.** The Certificate of Insurance must include the following reference: Medication Assisted Treatment (MAT) Services.
- b.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c.** The name and address for Additional Insured endorsements and Certificates of Insurance is:
 - County of Sonoma, its Officers, Agents, and Employees,
 - Attn: Sonoma County Sheriff's Office,
 - 2796 Ventura Ave,
 - Santa Rosa, CA 95403.
- d.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e.** Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

f. Upon written request, certified copies of required insurance policies must be provided within (30) days.

9. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

10. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. These remedies shall be in addition to any other remedies available to County.

Exhibit D
**CONTRACTORS SAFETY and SECURITY CLEARANCE
REQUIREMENTS AND PROCEDURES**

1. Contractor must submit a list of employees who will be working in the Main Adult Detention Facility (MADF) and the North County Detention Facility (NCDF), hereinafter “detention facilities,” to the designated SCSO representative at least two weeks in advance of entry to allow time for background security checks to be completed. In exigent circumstances, exceptions will be reviewed and approved on a case-by-case basis. For purposes of clarification, all staff employed by, or under contract to Contractor, who provides services within the detention facilities, shall be referred to as Contractor Workers.
2. Contractor shall provide the full name, date of birth, driver’s license, social security number, and a physical description of all Contractor Workers who will require access to the detention facilities, to the designated Detention Representative, for the purposes of identification and to conduct the background security checks.
3. All Contractor Workers must receive security clearance from the designated detention representative prior to being permitted access to detention facilities. Contractor Workers with prior felony convictions, extensive criminal histories, recent convictions, or any pending charges may be denied entrance into the detention facilities.
4. All Contractor Workers submitted for clearance shall be checked for outstanding warrants. Any active warrants attributed to Contractor Workers may result in the arrest of the subject.
5. No Contractor Worker under 18 years of age shall be admitted to the detention facilities.
6. Contractor Workers who have in their possession firearms, explosives, or any other weapon, as defined under Penal Code Section 171b, shall not be allowed to enter the detention facilities, and may be subject to arrest.
7. Contractor Workers who have in their possession alcoholic beverages or drugs shall not be allowed to enter the detention facilities, and may be subject to arrest.
8. Contractor Workers under the influence of drugs or alcoholic beverages shall not be allowed to enter the detention facilities, and may be subject to arrest.
9. Umbrellas, pocket knives, scissors, metal nail files, or other objects that could be used as weapons are not allowed within the secure perimeter of the detention facilities, with the exception of tools required to install, remove or repair the equipment the Contractor Worker is authorized to service.

10. Contractor Workers entering the detention facilities shall not give anything to any inmate, nor shall they take anything from any inmate without prior approval from authorized detention staff.
11. No smoking is permitted within the detention facilities. Contractor Workers may not bring any tobacco products into the detention facilities.
12. Contractor Workers entering the detention facilities shall not loan, exchange, borrow, do favors for, or enter into any business transactions with any inmate.
13. Contractor Workers shall not talk to any inmate without prior approval by authorized detention staff.
14. Contractor Workers will proceed directly to their designated work areas within the detention facilities. Anyone found loitering in unauthorized areas may be escorted from the facilities and may have his/her security clearance revoked.
15. For the safety of all persons, the SCSO does not allow any inmate to escape in exchange for the release of hostages. All means will be used to ensure the safe release of hostages, with the exception of giving hostage takers weapons or additional hostages, or allowing hostage takers to escape.
16. Detention staff are responsible for security. If directed by authorized detention staff to take any action (leave the area, secure tools, etc.), all Contractor Workers are required to immediately comply, without question.
17. Tools may be inventoried prior to entering the detention facilities, and again upon leaving the facilities. Only tools required to complete the specified work may be brought into the facilities. All tools must be secured before leaving the work area.
18. All Contractor Workers must attend a security briefing session before they are authorized to work unescorted inside the detention facilities.
19. Contract Workers must adhere to COVID protocols as defined by the SCSO.
20. Contract Workers must adhere to Prison Rape Elimination Act (PREA) standards and acknowledgement as applies to their jail access level.
21. Contractor and all Contractor Workers who provide services under the agreement shall comply with all other SCSO detention facilities security procedures and protocols, and other security measures deemed necessary by the SCSO.

Exhibit E
Special Terms and Conditions – Information Privacy & Security

Part I: Qualified Service Organization/Business Associate Addendum
(Applies to HIPAA/ 42CFR Business Associates – SUD Services)

This Qualified Service Organization/Business Associate Addendum ("Addendum") supplements and is made a part of the services agreement ("Agreement") by and between County of Sonoma ("County") and California Forensic Medical Group, Inc. doing business as Wellpath, LLC, a private California Corporation ("Qualified Service Organization/Business Associate").

RECITALS

WHEREAS, County is a Hybrid Entity as defined under 45 Code of Federal Regulations ("CFR") Section 164.103;

WHEREAS, California Forensic Medical Group, Inc. doing business as Wellpath, LLC, a private California corporation is a Qualified Service Organization/Business Associate (QSO/BA) as defined under 45 CFR Section 160.103;

WHEREAS, County wishes to disclose certain information to QSO/BA pursuant to the terms of Addendum, some of which information may constitute Protected Health Information ("PHI"), including electronic Protected Health Information ("ePHI");

WHEREAS, County and QSO/BA intend to protect the privacy and provide for the security of PHI, including ePHI, disclosed to QSO/BA pursuant to Addendum in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104 191 ("HIPAA"), regulations promulgated thereunder by the U.S. Department of Health and Human Services, and other applicable laws; and

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule and Security Rule require County to enter into a contract containing specific requirements with QSO/BA prior to the disclosure of PHI, including ePHI, as set forth in, but not limited to, 45 CFR Sections 164.502(e), 164.504(e), and 164.308(b)(1) and contained in Addendum.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to Addendum, the parties agree as follows:

Definitions

Terms used, but not otherwise defined, in Addendum shall have the same meaning as those terms in the HIPAA Regulations as set forth at 45 CFR Sections 160.103, 164.304, and 164.501.

- A. **HIPAA Regulations**
"HIPAA Regulations" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules as set forth at 45 CFR Part 160 and Part 164.
- B. **Breach**
"Breach" shall mean the acquisition, access, use, or disclosure of PHI in a manner

not permitted under 45 CFR Part 164 Subpart E and that compromises the security or privacy of PHI as defined at 45 CFR Section 164.402.

- C. Business Associate
"Business Associate" shall have the same meaning as the term "Business Associate" as set forth at 45 CFR Section 160.103.
- D. Covered Entity
"Covered Entity" shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 CFR Section 160.103. For purposes of this Addendum, this term is intended to mean the County of Sonoma.
- E. Data Aggregation
"Data Aggregation" shall have the same meaning as the term "Data aggregation" as set forth at 45 CFR Section 164.501.
- F. Designated Record Set
"Designated Record Set" shall have the same meaning as the term "designated record set" as set forth at 45 CFR Section 164.501.
- G. Disclosure
"Disclosure" shall mean the release of, transfer of, provision of access to, or divulging in any manner information outside the entity holding the information in accordance with 45 CFR Section 160.103.
- H. Health Care Operations
"Health Care Operations" shall have the same meaning as "Health care operations" as set forth at 45 CFR Section 164.501.
- I. Individual
"Individual" shall have the same meaning as the term "Individual" as set forth at 45 CFR Section 164.501, except that the term "Individual" as used in this Addendum shall also include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
- J. Minimum Necessary
"Minimum Necessary" shall mean the minimum amount of PHI necessary for the intended purpose, as set forth at 45 CFR Sections 164.502(b) and 164.514(d): Standard: Minimum Necessary.
- K. Part 2 Regulations
"Part 2 Regulations" shall mean the Confidentiality of Substance Use Disorder Patient Records regulations as set forth at 42 CFR Part 2.
- L. Patient Identifying Information
"Patient Identifying Information" shall have the same meaning as the term "patient identifying information" as set forth at 42 CFR Section 2.11, except the term "Patient Identifying Information" as used in this Addendum may also include Protected Health Information.

- M. Privacy Rule
"Privacy Rule" shall mean the HIPAA Standards for Privacy of Individually Identifiable Health Information as set forth at 45 CFR Part 160 and 45 CFR Part 164 Subparts A and E.
- N. PHI
"PHI" shall have the same meaning as the term "protected health information" as set forth at 45 CFR Section 160.103, except limited to the information received from Covered Entity or created, received, maintained, or transmitted by QSO/BA on behalf of Covered Entity.
- O. Protected Health Information
"Protected Health Information" shall have the same meaning as the term "protected health information" as set forth at 45 CFR Section 160.103, except limited to the information received from Covered Entity or created, received, maintained, or transmitted by QSO/BA on behalf of Covered Entity, and may include Patient Identifying Information.
- P. Protected Information
"Protected Information" shall mean "Protected Health Information" and "Patient Identifying Information."
- Q. Qualified Service Organization
"Qualified Service Organization" shall have the same meaning as the term "qualified service organization" as set forth at 42 CFR Part 2 Section 2.11.
- R. Required by Law
"Required by law" shall have the same meaning as the term "required by law" as set forth at 45 CFR Section 164.103.
- S. Secretary
"Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his/her designee.
- T. Security Incident
"Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of personally identifiable information. A Security Incident includes the attempted or successful unauthorized access, use, disclosure, modification, or destruction of or interference with systems operations in an information system which processes PHI that is under the control of Covered Entity or QSO/BA of Covered Entity, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by QSO/BA.
- U. Security Rule
"Security Rule" shall mean the HIPAA Security Standards for the Protection of ePHI as set forth at 45 CFR Part 160 and 45 CFR Part 164 Subparts A and E.
- V. Subcontractor
"Subcontractor" shall mean a subcontractor of QSO/BA that creates, receives,

maintains, or transmits PHI on behalf of QSO/BA.

W. Unsecured PHI

"Unsecured PHI" shall have the same meaning as the term "unsecured protected health information" as set forth at 45 CFR Section 164.402, except limited to the information received from Covered Entity or created, received, maintained, or transmitted by QSO/BA on behalf of Covered Entity.

X. Use

"Use" shall mean, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information in accordance with 45 CFR Section 160.103.

Obligations of QSO/BA

QSO/BA acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any Protected Information received from County, QSO/BA is fully bound by the HIPAA Regulations and the Part 2 Regulations; and that QSO/BA (including its subcontractors) may be held directly liable for and subject to penalties for failure to comply. To the extent QSO/BA is to carry out one or more of County's obligations under of 45 CFR Part 164 Subpart E of the Privacy Rule, QSO/BA agrees to comply with the requirements of 45 CFR Part 164 Subpart E that apply to County in the performance of such obligations.

Use or Disclosure of Protected Health Information

Except as otherwise provided in Addendum, QSO/BA shall use and/or disclose Protected Information only as necessary to perform functions, activities, or services documented in the Scope of Work (Exhibit A) of this Agreement for or on behalf of County, as specified in Addendum, provided that such use and/or disclosure does not violate the 42 CFR Part 2 Regulations or the HIPAA Regulations. QSO/BA agrees not to further use or disclose Protected Information other than as permitted or required by Addendum or by law. QSO/BA must make reasonable efforts to limit Protected Information to the Minimum Necessary to accomplish the intended purpose of the use, disclosure, or request. The uses of Protected Information may not exceed the limitations applicable to County under the 42 CFR Part 2 and HIPAA Regulations.

Prohibited Uses and Disclosures

- A. Contractor shall not disclose Department PHI about an individual to a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. Section 17935(a) and 45 CFR Section 164.522(a).
- B. Contractor shall not directly or indirectly receive remuneration in exchange for PHI.

Judicial Proceedings

QSO/BA agrees to resist any efforts in judicial proceedings to obtain access to Patient Identifying Information except as expressly provided for in the regulations governing the Part 2 Regulations.

Designation of a Privacy Officer and a Security Officer

- A. Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of the HIPAA Security Rule (45 CFR Part 164 Subpart C)
- B. Contractor shall designate a Privacy Officer to oversee its information privacy program who shall be responsible for carrying out the requirements of the HIPAA Privacy Rule (45 CFR Part 164 et. seq.)
- C. The individual designated to the above roles may be the same individual so long as they are qualified and able to effectively perform the duties of both designations.

Safeguarding Protected Health Information

QSO/BA shall use appropriate safeguards to prevent the use or disclosure of Protected Information other than as provided for by Addendum. QSO/BA shall implement administrative, physical, and technical safeguards and shall comply with of 45 CFR Part 164 Subpart C with respect to electronic Protected Information that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Information created, received, maintained, or transmitted on behalf of County and prevent the use or disclosure of Protected Information other than as provided for by Agreement.

- A. Encryption Requirements for Transmission and Storage of Electronic Data. All Protected Information transmitted to QSO/BA by County, and/or for or on behalf of County by QSO/BA, and/or to County by QSO/BA shall be provided or transmitted using encryption methods which render such Protected Information unusable, unreadable, or indecipherable by unauthorized persons. All ePHI stored by Business Associate on electronic media shall be protected using encryption methods which render such ePHI unusable, unreadable, or indecipherable by unauthorized persons. Encryption of ePHI in transit or at rest shall use a technology or methodology set forth by the Secretary in the guidance issued under Section 13402(h)(2) of Public Law 111-5, and in accordance with the National Institute of Standards Technology (NIST) and Standards and Federal Information Processing Standards (FIPS), as applicable.
- B. Destruction of Protected Information on paper, film, or other hard copy media must involve either shredding or otherwise destroying the Protected Information so that it cannot be read or reconstructed.
- C. Should any employee or subcontractor of QSO/BA have direct, authorized access to County computer systems that contain Protected Information, QSO/BA shall immediately notify County of any change of such personnel (e.g., employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for County to disable the previously authorized access.

Notification of Breach, Unauthorized Use or Improper Disclosure

QSO/BA must notify County in writing of any access, use, or disclosure of Protected Information not permitted or provided for by Addendum and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations of which Business Associate becomes aware. A breach or unauthorized access, use, or disclosure shall be treated as discovered by QSO/BA the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to

QSO/BA or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent, or other representative of QSO/BA.

- A. Notification must be made as soon as practicable, but not later than 24 hours after discovery, by telephone call to 707-565-5703 plus e-mail to:

DHS-Privacy&Security@sonoma-county.org , and will include:

- 1) The identification of each Individual whose PHI has been, or is reasonably believed by QSO/BA to have been, accessed, acquired, used, or disclosed; and
- 2) A description of any remedial action taken or proposed to be taken by QSO/BA.

B. QSO/BA must provide a complete report of the investigation to the County Privacy and Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the County requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the County with such information.

- C. QSO/BA must mitigate any harm that results or may result from the breach, security incident, or unauthorized access, use, or disclosure of unsecured PHI by QSO/BA or its employees, officers, subcontractors, agents, or other representatives.
- D. Following a breach or unauthorized access, use, or disclosure of unsecured PHI, QSO/BA agrees to take any and all corrective action necessary to prevent recurrence, to document any such corrective action, and to make this documentation available to County.

Agents and Subcontractors of QSO/BA

In accordance with 45 CFR Sections 164.502(e)(1)(ii) and 164.308(b)(2), and to the extent that QSO/BA uses any agent, including a subcontractor, to which QSO/BA provides PHI received from, created by, maintained by, or received by QSO/BA on behalf of County, QSO/BA shall execute an agreement with such agent or contractor containing a requirement to ensure compliance with the same restrictions and conditions that apply through Addendum to QSO/BA with respect to PHI.

Access to Protected Health Information

At the request of County, and in the time and manner designated by County, QSO/BA shall provide access to PHI in Designated Record Set to an Individual or County to meet the requirements of 45 CFR Section 164.524, and Ca. Health & Safety Code 123100 et. seq.

Amendments to Protected Information

QSO/BA shall make any amendment(s) to Protected Information as directed or agreed to by County, or shall take other measures necessary to satisfy County's obligations under 45 CFR Section 164.526.

Accounting of Disclosures

QSO/BA shall document and make available such disclosures of PHI and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

Records Available to County, State, and Secretary

QSO/BA shall make available internal practices, books, and records related to the use, disclosure, and privacy protection of PHI received from County, or created, maintained, or received by QSO/BA on behalf of County, to County, State, or the Secretary for the purposes of investigating or auditing QSO/BA's compliance with the HIPAA Regulations in the time and manner designated by County, State, or Secretary.

Return or Destruction of Protected Health Information

- A. Upon termination of Addendum for any reason, QSO/BA shall:
- 1) Return all PHI received from County; return all PHI created, maintained or received by QSO/BA on behalf of County; and return all PHI required to be retained by the HIPAA Regulations; OR:
 - 2) at the discretion of County, destroy all PHI received from County, or created, maintained, or received by QSO/BA on behalf of County. Destruction of PHI on paper, film, or other hard copy media must involve shredding or otherwise destroying the PHI in a manner which will render the PHI unreadable, undecipherable, or unable to be reconstructed. QSO/BA shall certify in writing that such PHI has been destroyed.
- B. In the event QSO/BA determines that returning or destroying PHI is not feasible, QSO/BA shall provide County notification of the conditions that make return or destruction not feasible. QSO/BA shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as QSO/BA maintains such PHI.

Data Aggregation

QSO/BA may provide data aggregation services related to the health care operations of County as permitted by 45 CFR Section 164.504(e)(2)(i)(B).

Other Applicable Laws

QSO/BA shall comply with all other applicable laws to the extent that such state confidentiality laws are not preempted by the HIPAA Regulations or the Part 2 Regulations.

Penalties/Fines for Failure to Comply with HIPAA

QSO/BA shall pay any penalty or fine assessed against Covered Entity arising from QSO/BA's failure to comply with the obligations imposed by HIPAA.

Training of Employees and Enforcement of Requirements

QSO/BA shall train and use reasonable measures to ensure compliance with the requirements of this QSO/BA Agreement by employees who assist in the performance of

functions or activities on behalf of County under this Contract and use or disclose protected information; and discipline employees who intentionally violate any provisions.

Amendments to Addendum

No amendment of Addendum shall be effective unless and until such amendment is evidenced by a writing signed by the parties. County and QSO/BA agree to take such action as is necessary to amend Addendum as required for County to comply with the requirements of the HIPAA Regulations. However, any provision required by HIPAA Regulations to be in Addendum shall bind the parties whether or not provided for in Addendum.

Termination of Addendum

If QSO/BA should fail to perform any of its obligations hereunder, or materially breach any of the terms of Addendum, County may terminate Addendum immediately upon provision of notice stating the reason for such termination to QSO/BA. County, within its sole discretion, may elect to give QSO/BA an opportunity to cure such breach.

Material Breach

A breach by QSO/BA or any of its agents or subcontractors of any provision of Addendum, as determined by County, shall constitute a material breach of Addendum and shall provide grounds for immediate termination of Addendum.

Indemnification

QSO/BA agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including QSO/BA, that arise out of, pertain to, or relate to QSO/BA's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under Agreement. QSO/BA agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such QSO/BAs' or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under Agreement. QSO/BAs' obligations under Article 5 (Indemnification) apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at QSO/BA's expense, subject to QSO/BA's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for QSO/BA or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

**Part II: Privacy and Security of Personal Information and Personally Identifiable
Information Not Subject to HIPAA: (Applies to all contractors)**

1. Recitals

A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the County is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:

1) The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.).

2) The Agreement between the Social Security Administration (SSA) and the County, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA, including the CMPPA, is attached to this Exhibit as Attachment B and is hereby incorporated in this Agreement.

B. The purpose of this Exhibit, Part II is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on behalf of County pursuant to this Agreement. Specifically, this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in this Exhibit, Part I of this Agreement, the HIPAA Business Associate Addendum.

C. The IEA Agreement referenced in A.2) above requires the County to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from County that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the Social Security Administration. Contractor must also ensure that any agents, including a subcontractor, to whom it provides County data that includes data provided by the Social Security Administration, agree to the same requirements for privacy and security safeguards for such confidential data that apply to Contractor with respect to such information.

D. The terms used in this Exhibit, Part II, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and Agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

2. Definitions

A. “Breach” shall have the meaning given to such term under the IEA and CMPPA. It shall include a “PII loss” as that term is defined in the CMPPA.

B. “Breach of the security of the system” shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).

C. Confidential Information shall mean information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws

D. “CMPPA Agreement” means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).
<https://www.ssa.gov/dataexchange/documents/CMPPA%20State%20Model.pdf>

E. “County PI” shall mean Personal Information, as defined below, accessed in a database maintained by the County, received by Contractor from the County or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the County.

F. “IEA” shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS).
[https://www.ssa.gov/dataexchange/documents/IEA\(F\)%20State%20Level.pdf](https://www.ssa.gov/dataexchange/documents/IEA(F)%20State%20Level.pdf)

G. “Notice-triggering Personal Information” shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

H. “Personally Identifiable Information” (PII) shall have the meaning given to such term in the IEA and CMPPA.

I. “Personal Information” (PI) shall have the meaning given to such term in California Civil Code § 1798.3(a).

J. “Required by law” means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers

participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

K. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

L. Sensitive Information shall mean information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

3. Terms of Agreement

A. Permitted Uses and Disclosures of County PI and PII by Contractor

Except as otherwise indicated in this Exhibit, Part II, Contractor may use or disclose County PI only to perform functions, activities or services for or on behalf of the County pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the County.

B. Responsibilities of Contractor

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose County PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.
- The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).
- The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.
- The Contractor and its employees, agents, or subcontractors shall promptly transmit to the County Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.
- The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any

PSCI to anyone other than County without prior written authorization from the County Program Contract Manager, except if disclosure is required by State or Federal law.

2) **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of County PI and PII, to protect against anticipated threats or hazards to the security or integrity of County PI and PII, and to prevent use or disclosure of County PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of Section 3, Security, below. Contractor will provide County with its current policies upon request.

3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

a) Complying with all of the data system security precautions listed in Part IV of this Special Terms and Conditions Document, Contractor Data Security Requirements; and

b) Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

c) If the data obtained by User(s) from County includes PII, User(s) shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement (IEA), which are attached as Attachment B and are incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. The User(s) also agree to ensure that any agents, including a subcontractor, to whom they provide County PII agree to the same requirements for privacy and security safeguards for confidential data that apply to the User(s) with respect to such information. The User(s) also agree to ensure that any agents, including a subcontractor, to whom they provide County PII agree to the same requirements for privacy and security safeguards for confidential data that apply to the User(s) with respect to such information.

4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of County PI or PII by Contractor or its subcontractors in violation of this Exhibit, Part II.

5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit, Part II on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of County PI or PII to the subcontractor.

6) **Availability of Information to County.** To make PI and PII available to the County for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of County PI and PII. If Contractor receives County PII, upon request by County, Contractor shall provide County with a list of all employees, contractors and agents who have access to County PII, including employees, contractors and agents of its subcontractors and agents.

7) **Cooperation with County.** With respect to County PI, to cooperate with and assist the County to the extent necessary to ensure the County's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of County PI, correction of errors in County PI, production of County PI, disclosure of a security breach involving County PI and notice of such breach to the affected individual(s).

8) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

a) **Initial Notice to the County.** (1) To notify the County **immediately by telephone call plus email or fax** upon the discovery of a breach of unsecured County PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon discovery of a suspected security incident involving County PII. (2) To notify the County **within 24 hours (1 hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of County PI or PII in violation of this Agreement or this Exhibit, Part I, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

b) Notice shall be provided to the County Privacy and Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic County PI or PII, notice shall be provided by calling the County Privacy and Security Officer. Notice shall be made using the County "Privacy Incident Report" form.

c) Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of County PHI , Contractor shall take:

- i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

d) **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI within 72 hours of the discovery, Contractor shall submit an updated “Privacy Incident Report” containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at the time, to the County Privacy and Security Officer.

e) **Complete Report.** To provide a complete report of the investigation to the County Privacy and Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the “Privacy Incident Report” form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the County requests information in addition to that listed on the “Privacy Incident Report” form, Contractor shall make reasonable efforts to provide the County with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the County may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated “Privacy Incident Report” form. The County will review and approve the determination of whether a breach occurred and individual notifications are required, and the corrective action plan.

f) **Responsibility for Reporting of Breaches.** If the cause of a breach of County PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, § 1798.29(a) – (d) and as may be required under the IEA. Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The County Privacy and Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The County will provide its review and approval expeditiously and without unreasonable delay. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the County in addition to Contractor, Contractor shall notify the County, and the County and Contractor may take appropriate action to prevent duplicate reporting.

g) **County Contact Information.** To direct communications to the above referenced County staff, the Contractor shall initiate contact as indicated herein. The County reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Sonoma Co. Privacy Officer: 1450 Neotomas Ave. Suite 200, Santa Rosa, CA 95405; 707-565-5703; DHS-Privacy&Security@Sonoma-County.org

Part III: Miscellaneous Terms and Conditions (Applies to all Contractors)

1. Disclaimer

The County makes no warranty or representation that compliance by Contractor with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the County PHI.

2. Amendment

- A. The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations. The County may terminate this Agreement upon thirty (30) days written notice in the event:

- 1) Contractor does not promptly enter into negotiations to amend this Exhibit when requested by the County pursuant to this section; or
- 2) Contractor does not enter into an amendment providing assurances regarding the safeguarding of County PHI that the County deems necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

3. Judicial or Administrative Proceedings

Contractor will notify the County if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The County may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The County may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined. County will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

4. Assistance in Litigation or Administrative Proceedings

Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the County at no cost to the County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the County, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except

where Contractor or its subcontractor, employee or agent is a named adverse party.

5. No Third-Party Beneficiaries

Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than the County or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

6. Interpretation

The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.

7. Conflict

In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.

8. Regulatory References

A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.

9. Survival

The respective rights and obligations of Contractor under Section 3, Item D of this Exhibit, Part I, Responsibilities of Contractor, shall survive the termination or expiration of this Agreement.

10. No Waiver of Obligations

No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

11. Audits, Inspection and Enforcement

From time to time, and subject to all applicable federal and state privacy and security laws and regulations, the County may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of

this Exhibit. The fact that the County inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit. The County's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the County's enforcement rights under this Agreement, including this Exhibit.

12. Due Diligence

Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit.

13. Term

The Term of this Exhibit shall extend beyond the termination of the Agreement and shall terminate when all County PHI is destroyed or returned to the County, in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(I), and when all County PI and PII is destroyed in accordance with Attachment A.

14. Effect of Termination

Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all County PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the County of the conditions that make the return or destruction infeasible, and the County and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit to such County PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to County PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

Part IV: Contractor Data Security Requirements

1. General Controls

Contractor shall preserve and shall ensure that its sub-consultants or vendors preserve, the confidentiality, integrity, and availability of County data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that the selected firm then applies to its own processing environment. Maintenance of a secure processing environment includes, but is not limited to, the timely application of patches, fixes and updates to operating systems and applications as provided by Contractor and/or its sub-consultants or vendors. Contractor agrees to, and shall ensure that its sub-consultants or vendors, comply with County's current and future information security policies, standards, procedures, and guidelines.

2. Designation of Individual(s) Responsible for information Privacy and Security

A. Security Officer:

Contractor shall designate a qualified individual, (HIPAA Security Officer), to implement and oversee its data security program. The individual shall be responsible for, and knowledgeable about, carrying out the requirements of this Special Terms and Conditions Exhibit, ensuring Contractor compliance with all provisions of the HIPAA Security Rule (45 CFR 164.300 et. seq.), and for communicating about security matters with the County.

B. Privacy Officer:

Contractor shall designate a qualified individual, (HIPAA Privacy Officer), to implement and oversee its information privacy program. The individual shall be responsible for, knowledgeable about, and trained in, carrying out the requirements of this Special Terms and Conditions Exhibit, ensuring Contractor compliance with all applicable state and federal information privacy laws (including but not limited to HIPAA, WIC 5328, 42 CFR Part 2, California Medical Information Act, etc.), and for communicating about privacy and security matters with the County.

C. The individual designated to the above roles may be the same individual so long as they are qualified and able to effectively perform the duties of both designations.

3. Personnel Controls

A. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of the County, or access or disclose County PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

B. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

C. Confidentiality Statement. All persons that will be working with County PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to County PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following termination of this Agreement.

D. Background Check. Before a member of the workforce may access County PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

4. Technical Security Controls

A. Workstation/Laptop encryption. All workstations and laptops that store County PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the County Privacy and Security Office.

B. Server Security. Servers containing unencrypted County PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

C. Minimum Necessary. Only the minimum necessary amount of County PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

D. Removable media devices. All electronic files that contain County PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

E. Antivirus software. All workstations, laptops and other systems that process and/or store County PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

F. Patch Management. All workstations, laptops and other systems that process and/or store County PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.

G. User IDs and Password Controls. All users must be issued a unique user name for accessing County PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

- 1) Upper case letters (A-Z)
- 2) Lower case letters (a-z)
- 3) Arabic numerals (0-9)
- 4) Non-alphanumeric characters (punctuation symbols)

H. Data Destruction. When no longer needed, all County PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the County Privacy and Security Office.

I. System Timeout. The system providing access to County PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

J. Warning Banners. All systems providing access to County PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

K. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for County PHI or PI, or which alters County PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If County PHI or PI is stored in a database, database logging functionality must be enabled. Audit

trail data must be archived for at least 3 years after occurrence.

L. Access Controls. The system providing access to County PHI or PI must use role-based access controls for all user authentications, enforcing the principle of least privilege.

M. Transmission encryption. All data transmissions of County PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing County PHI can be encrypted. This requirement pertains to any type of County PHI or PI in motion such as website access, file transfer, and E-Mail.

N. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting County PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

5. Audit Controls

A. System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing County PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

B. Log Reviews. All systems processing and/or storing County PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

C. Change Control. All systems processing and/or storing County PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. Random Audits. Contractor will accommodate and upon reasonable notice by Sonoma County, work with Sonoma County and/or its subcontractors to submit to a random information security audit. This is to ensure that Contractor's and/or vendor's information security practices or standards comply with Sonoma County's information security policies, standards, procedures and guidelines. Contractor shall ensure that its sub-consultants or vendors comply with this requirement.

6. Business Continuity / Disaster Recovery Controls

A. Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of County PHI or PI held in an electronic format in

the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

B. Data Backup Plan. Contractor must have established documented procedures to backup County PHI to maintain retrievable exact copies of County PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore County PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of County data.

7. Paper Document Controls

A. Supervision of Data. County PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. Escorting Visitors. Visitors to areas where County PHI or PI is contained shall be escorted and County PHI or PI shall be kept out of sight while visitors are in the area.

C. Confidential Destruction. County PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

D. Removal of Data. Only the minimum necessary County PHI or PI may be removed from the premises of the Contractor except with express written permission of the County. County PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of the same Contractor's locations.

E. Faxing. Faxes containing County PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

F. Mailing. Mailings containing County PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of County PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of the County to use another method is obtained.

Part V: Provisions for Access to County Electronic Health Records System
(Applies to contractors that have access to County E.H.R. system)

1. General Controls

AGREEMENTS AND CONDITIONS OF ACCESS AND USE In consideration for use of the Department of Health Services (DHS) Electronic Health Record system ("EHR"), User agrees to the following terms and conditions:

- A. Contractor shall only use the EHR system to support clients served pursuant to a contract with the County.
- B. Contractor and Contractor staff shall only access the EHR and Protected Health Information for the purpose of providing healthcare services.
- C. Contractor shall ensure that staff will not use or disclose Protected Health Information other than as permitted or as required by law or this Agreement.
- D. Contractor shall ensure that staff will not share or give authentication credentials, such as a USERID or password, to any other individual, or fail to take appropriate measures to safeguard their authentication credentials.
- E. Contractor shall ensure that all staff with EHR access shall be trained on (i) the use of the EHR system; (ii) safeguards necessary to protect the EHR system, and (iii) the proper use/disclosure of information stored in the EHR system.
- F. Contractor shall ensure that all staff with access to the EHR system sign a confidentiality agreement stating they will maintain confidentiality of protected information maintained in the EHR System. This agreement may be combined with other required confidentiality agreements.
- G. Within 24 hours of discovery, Contractor shall report to DHS Privacy and Security Officer any use or disclosure of Protected Health Information which would violate State/federal regulations or the terms of this Agreement.
- H. Contractor shall notify County of staff enrollment, staff changes job duties/credentialling, or staff separation from employment within 24 hours of the staff change using the form provided by the County.
- I. County shall be responsible for enrollment of new staff into the EHR system, and adjustments to staff's level of access when staff changes job duties/credentialling or staff is separated from employment.
- J. Contactor shall comply with all other information privacy and security provisions as articulated in this Agreement and exhibits.
- K. If any use or disclosure of Protected Health Information by Contractor or

Contractor's agents, staff, subcontractors, or invitees violates State/Federal regulations or the terms of this Agreement, Contractor agrees to accept all responsibility in accordance with Provision 19 (Indemnification) of this Agreement.