

AGREEMENT FOR THE PROVISION OF INMATE MEDICAL AND DENTAL SERVICES

This agreement ("Agreement"), dated as of September 1, 2021 ("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.(CFMG), a California corporation (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified, licensed, and experienced provider of inmate medical and dental care and related services; and

WHEREAS, Wellpath LLC, as the Management Service 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 Board of Supervisors, it is necessary and desirable to employ the services of Contractor for the provision of inmate medical and dental services.

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 7, 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.
 - a. 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 4; or (d) pursue any and all other remedies at law or in equity.

- b. To aid in ensuring the performance standard of this contract as described in section 1.3.a, Contractor shall implement a corrective action plan (CAP) upon request of the Sonoma County Sheriff's Office (SCSO). Such CAP will contain a mutually agreed upon implementation date, action steps, goal, and target end date. SCSO will be provided progress updates by Contractor of the corrective action plan on a mutually agreeable frequency.

1.4 Assigned Personnel.

- a. Contractor shall maintain, at a minimum, staffing coverage described in Exhibit B, attached hereto and incorporated herein by this reference.
- b. 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.
- c. If County should become dissatisfied with any health care 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.
- d. 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.

- e. 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 B) with actual shift coverage, including vacancy data by position type.
- f. Contractor's personnel performing professional medical 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. Such personnel shall practice medicine in accordance with accepted standards of practice of medical providers of good standing in 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 Administrative Lieutenant, who must at all times have them available for examination.
- g. 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.
- h. The Contractor's employees must attend orientation and training classes conducted by the County which have been deemed necessary for increasing awareness of safety, security, and operational issues in the facilities, paid at contractor's expense.
- i. Contractor's designee shall, upon termination of Contractor employees, immediately notify the SCSO Administrative Lieutenant.
- j. 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 successful contractor to comply with all policies of the Sheriff's Detention facilities that may relate to the provision of medical services.

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 County. All personal information provided will be maintained by the County in 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 the security clearance requirements and procedures described in Exhibit C, attached hereto and incorporated herein by this reference.

1.7 Unusual Occurrences.

Contractor shall continue to provide medical services to inmates 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 medical service operations; provided however, that Contractor will not be deemed in breach of this Agreement if 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 will provide health care services which meet National Commission on Correctional Health Care accreditation standards for health services in-jails, and will also comply with all applicable laws, codes, and regulations relating to medical and dental services in local detention

facilities in the State of California. Contractor shall maintain accreditation from the National Commission on Correctional Health Care.

- 2.2 Contactor 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 inmate referral in the community.

3. Research.

No research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without the prior written consent of the 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 inmate who is a subject of a research project shall be obtained prior to the inmate'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 Inmate Files.

Inmate files and automated records are of a confidential nature. The 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. The Contractor shall honor all Federal and State laws and regulations, and related policies and procedures for safeguarding the confidentiality of such data.

5. Confidential Medical Records.

Contractor and County agree to maintain the confidentiality of all patient 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.

6. Audits and Evaluations.

The 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. The Contractor must provide written response to any findings or inquiries resulting from the County's audit processes, and must promptly develop and implement corrective actions as indicated. The Contractor must cooperate fully with any and all audit and inspection activities initiated by the County. Nothing herein shall be construed to require Contractor 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.

The Contractor shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract, including but not limited to the following:

- 7.1 Female Inmates 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 Inmates with Disabilities, Mental Health Issues, and Gender Matters: Contractor shall comply with and abide by the federal and state laws as they relate to inmates, including but not limited to the Americans with Disabilities Act (ADA), inmates determined to have a mental health issue, and matters involving transgender inmates.
- 7.3 Prison Rape Elimination: Contractor shall adopt and comply with the Prison Rape Elimination Act (PREA) standards, and make information available to SCSO, 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 SCSO contract monitor, the auditor's final report after completion of an audit. Until the first audit report becomes available, Contractor shall demonstrate PREA compliance to SCSO by furnishing a copy of its PREA policy to SCSO 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 SCSO 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 Services to Inmates Only: Except as otherwise expressly set forth in Exhibit A hereto, Contractor will be responsible for medical costs for only those inmates who have been medically cleared or booked and physically placed in the County correctional facilities. Contractor will not be responsible for pre-booking medical costs.
- 8.2 Monthly Payment: County shall pay Contractor the sum of \$8,176,548 (eight million, one hundred seventy six thousand, five hundred and forty eight dollars) for the first contract year, payable in equal monthly installments of \$681,379 (six hundred eighty one thousand, three hundred seventy nine dollars). This base amount reflects an average daily population of 800.
- 8.3 Per Diem Payment: Should the daily inmate population average more than 900 per month for any three consecutive months during the term of this Agreement, County will pay Contractor a per diem of \$4.73 per inmate for each inmate in excess of 900 during that quarter. Population adjustments shall be reconciled on a quarterly basis. Contractor shall provide a separate invoice for per diem payment. County shall send documentation of the per diem calculation to Contractor on a quarterly basis.
- 8.4 Per Diem Credit: Should the daily inmate population average less than 700 per month for any three consecutive months during the term of this Agreement, Contractor shall issue a per diem credit of \$4.73 per inmate for each inmate under 700 during that quarter. Population adjustments shall be reconciled on a quarterly basis. Such credit shall be issued as a credit memo to be applied to the monthly invoice. County shall send documentation of the per diem calculation to Contractor on a quarterly basis.
- 8.5 Annual Increase: The County shall increase the monthly payments for the second through the fifth year of the contract and the per diem rate in Section 8.3 and 8.4, to be effective July 1, by the inflationary rate equal to the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for Medical Care in the West Urban Region, all urban consumers, calculated from February to February of the previous year.
- 8.6 Extension of Term: Should County opt to extend the Agreement beyond its initial five-year term, then the required compensation (monthly payments and per diem charges) shall increase each year over the prior year rates by the inflationary rate equal to the Consumer Price Index for Medical Care in the West Urban Region, all urban consumers, calculated from February to February of the previous year.
- 8.7 Additional Services: The County may, at its option, request the Contractor to provide additional staffing, benefits, products, and/or services on an intermittent basis. County shall reimburse Contractor for costs related to such additional services. Such requests shall be agreed to by both parties in writing. This sub-section excludes additional dental services.

- 8.8 Additional Dental Services: County may exercise RFP Staffing Option 5 offered by Contractor to increase dental services by eight hours/week each (sixteen hours total) for both Dentist and Dental Assistant (0.4 FTE) at a cost of \$6,546.17 (six thousand, five hundred forty six dollars and seventeen cents) per month for the first year of the Agreement; or other additional dental services as agreed to by both parties in writing. Such dental services are subject to the same annual CPI increases as described in sub-section 8.5.
- 8.9 Limitation of Financial Responsibility for Services or Medications:
- 8.9.1 HIV Medications: Contractor's responsibility to pay for inmate HIV medications shall not exceed \$50,000 per year.
- 8.9.2 Inpatient Costs: Contractor shall not be responsible for the cost of inpatient care due to implementation of the Affordable Care Act in California (Medi-Cal). County will be responsible for inpatient expense for patients who do not qualify for Medi-Cal.
- 8.10 Emergency Transportation: Contractor shall be responsible for the costs of emergency ambulance transportation of County jail inmates. Contractor will determine the need for ambulance transportation, with the exception of life-threatening emergency situations. In such situations, County staff may order ambulance transports without first consulting Contractor.
- 8.11 Non-Emergency Transportation: County shall provide routine, non-emergency inmate medical/dental transportation as scheduled by Contractor subject to the availability of deputies for such transport during periods of time that the SCSO Transportation Bureau is not staffed. Contractor is responsible for determining the need for emergency versus non-emergency transportation.
- 8.12 Utilities and Basic Services: County shall provide the space, housekeeping, furniture, fixtures, utilities, copier, voice-over IP telephones, fax lines, security, and similar items necessary for the efficient operation of the health care delivery system. County will provide and maintain all medically necessary equipment that: 1) cost more than \$5,000 (five thousand dollars) each; and 2) are mutually agreed to be appropriate.
- 8.13 Computers and User Accounts: County shall provide up to seventeen computers and 39 user accounts for Contractor employee use through June 30, 2023 while Contractor completes the two-way interface from the Contractor's Electronic Medical Records System (EMR) to the County Jail Management System (JMS). Any additional computers and user accounts will be provided by County at Contractor expense using the Board of Supervisors-approved County ISD rates. Monthly audits of active user accounts will be performed and the cost for overages will be deducted from

Contractor's invoice each month. The cost for any additional computers will be deducted from Contractor's invoice annually.

The completion of the EMR/JMS interface will eliminate the need for Contractor use of County computers and user accounts. Effective July 1, 2023, all costs related to Contractor's use of County-provided computers or user accounts will be at Contractor's expense using County ISD rates.

- 8.14 Government Reimbursement Programs: Contractor agrees County shall receive the benefit of all (100%) reimbursements from Medi-Cal and other government programs.
- 8.15 General Payment Provisions: Upon completion of the work, Contractor shall submit its bill[s] for payment in a form approved by County's Auditor and the Sheriff-Coroner. The bill[s] shall identify the services completed and the amount charged. Unless otherwise noted in this Agreement, payments shall be made within thirty (30) days 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.
- 8.16 Revenue and Taxation Code Section 18662: Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the 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 the Contractor in order for payments to be made. If Contractor is qualified, then the 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, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. 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 September 1, 2021 to August 31, 2026 unless terminated earlier in accordance with the provisions of Article 4 below. The parties may extend the term of this Agreement beyond its initial five-year term for two additional one-year periods (until August 31, 2028) through written agreements. Such agreement to extend may be signed by the Sonoma County

Sheriff and Contractor, provided that the contract increase does not exceed the designated CPI amount. 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 180 days written notice of its intent to terminate services.

10. Termination.

10.1 Termination Without Cause.

Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Contractor. Contractor shall have the right in its sole discretion to terminate this Agreement by giving 180 days written notice to the County.

10.2 Termination for Cause.

Notwithstanding any other provision of this Agreement, should Contractor 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 may immediately terminate this Agreement by giving Contractor 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 in connection with 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.

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 Section 4.2, 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 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', contractors', 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', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory 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 Contractor's expense, subject to Contractor'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 Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. Furthermore, this indemnification/defense obligation applies regardless of any insurance coverage that may apply and be in force and also regardless of whether Contractor is an actual named defendant in the claim and/or lawsuit.

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 D, 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/Purchasing Agent 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 4, 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 the Contractor becomes debarred, contractor has the obligation to inform the 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.

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.

In the second sentence below, choose “is” if the Living Wage Ordinance requirements are applicable. If the Living Wage Ordinance are not applicable, or it is unclear, choose “may be”. 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 [is/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.

15.10 Assignment of Rights.

Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first

obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

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 in connection with 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. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

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 County's right to terminate this Agreement pursuant to Article 4.

17. 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.

18. 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
 Detention Division
 2796 Ventura Avenue
 Santa Rosa, CA 95403
 Phone: 707-565-2650

TO: CONTRACTOR: California Forensic Medical Group, Inc.
 c/o Chief Legal Officer
 3911 Sorrento Valley Blvd.
 San Diego, CA 92121
 Phone: 858-283-8600

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.

19. Miscellaneous Provisions.

19.1 No Waiver of Breach.

The waiver by County 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.

19.2 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.

19.3 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.

19.4 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.

19.5 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.

19.6 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.

19.7 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.

19.8 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.

19.9 Time of Essence.

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

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

CALIFORNIA FORENSIC
MEDICAL GROUP:

COUNTY OF SONOMA
AGREEMENT EXECUTED:

By: _____
Raymond Herr, M.D., President

By: _____
Lynda Hopkins, Chair, Board of Supervisors

Date: _____

Date: _____

ATTEST:

By: _____
Clerk of the Board of Supervisors

APPROVED AS TO SUBSTANCE FOR
COUNTY:

By: _____
Mark Essick, Sheriff-Coroner

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
Josh Myers, Chief Deputy County Counsel

Date: _____

CERTIFICATES OF INSURANCE
REVIEWED AND ON FILE:

By: _____
Sharon Post, Administrative Services Officer

EXHIBIT A

Scope of Services

I. Scope of Work

All health care services, operational activities, and administrative/management practices performed by Contractor shall be carried out in conformance with the National Commission on Correctional Health Care (NCCHC), CCR –Title 15, California Penal Code and the National Prison Rape Elimination Act (PREA). Contractor shall maintain NCCHC accredited health care programs at both detention facilities. Contractor must conform with and provide the following:

A. Responsibility for Health Care Services - CCR T15 1200

See also: NCCHC J-A-02 Responsible Health Authority
NCCHC J-A-03 Medical Autonomy

1. Ensure the provision of emergency and basic health care services to all inmates. Medical and dental matters involving clinical judgments are the sole province of the responsible physician or dentist.

B. Health Service Audits – CCR T15 1202

See also: NCCHC J-C-02 Clinical Performance Enhancement

1. Assess the quality and adequacy of health and pharmaceutical services annually. Written reports shall be made available to the County, explaining the issues and corrective actions as identified in the corresponding assessment.
2. Submit to the County statistical reports to quantify items such as clinical visits, health assessments, intake screenings, dental services, inpatient and off-site specialist services, ancillary services, segregation visits, emergency room visits, medication administration, and other similar activities.
3. Track and report to County the number and handling of inmate grievances including a description of the complaint, explanation of circumstances, and actions taken.
4. Conduct clinical performance enhancement of all individuals providing medical care to inmates as outlined in NCCHC accreditation standards

C. Health Care Staff Qualifications – CCR T15 1203

See also: NCCHC J-C-01 Credentials

1. Ensure that all personnel function solely within their scope of practice and that they have the education, training, and experience applicable to the services they provide.
2. Maintain verification of current licenses, certifications, and credentials of all personnel.

D. Health Care Staff Procedure – CCR T15 1204

See also: NCCHC J-E-08 Nursing Assessment Protocols and Procedures

1. Develop, train, and implement direct orders, protocols, and standardized procedures as necessary to provide medical and dental services.
2. Review and update written procedures on a regular basis.

E. Health Care Records – CCR T15 1205

See also: NCCHC J-A-07 Privacy of Care

NCCHC J-A-08 Health Records

1. Maintain and manage all active and inactive inmate health care records. These records shall be the property of the County.
2. Adhere to all laws relating to confidentiality of health care records.
3. Health care records will include separate medical and mental health sections.
4. Coordinate with contracted Mental Health staff to ensure mental health staff have access to the health care records for both services.
5. Make health care records available to any other staff that require health care records when needed (i.e., subpoenas or independent review committees).
6. Maintain health care record history on an electronic medical records (EMR) system.
 - a) EMR system must be completely functional at onset of contract.
 - b) EMR system must include all required hardware and software, security features, system support and disaster recovery components.
 - c) In the event of a disaster, the EMR system must have the ability to produce recovered data within twenty four hours of an event.
 - d) Transfer EMR to the County at the end of the contract term in a mutually agreed upon format that can be independently accessed by County staff.
 - e) At the end of the contract term, provide the Sheriff's Office any Entity Relationship Diagrams (ERD) and/or detailed Database Schemas showing table, field, key, and descriptions necessary for the Sheriff's Office review the data's relationships and import the data into an alternate system.
 - f) Provide complete support as needed to ensure the transfer of EMR to the County is successful.

F. Health Care Procedures Manual – CCR T15 1206

See also: NCCHC J-A-05 Policies and Procedures

1. Maintain up-to-date, site specific, written policy, procedure, protocol, and reference manuals that are in compliance with NCCHC accreditation standards and CCR, Title 15, and other services mandated by statute.
2. Review and revise existing procedures consistently and in a timely manner.
3. Implement new policies and/or procedures as necessary in conjunction with the County's input.

- 4. Policy and Procedure for Lactation Accommodation in County Jails – PC 4002.5
- G. Management of Communicable Diseases in a Custody Setting – CCR T15 1206.5
See also: NCCHC J-B-02 Infectious Disease Prevention and Control
Health and Safety Code 121070
 - 1. Develop, train, and implement a written plan to address the identification, treatment, control, and follow-up management of communicable diseases in the custody setting.
- H. Medical Receiving Screening – CCR T15 1207
See also: NCCHC J-E-02 Receiving Screening
 - 1. Completion of initial health assessment/screening in accordance with Title 15 and NCCHC accreditation standards.
 - a) Make recommendations to custody staff regarding housing and handling requirements and follow-up care as applicable.
 - b) A written plan to comply with California Penal Code 2656 (orthopedic or prosthetic appliance used by inmates).
- I. Access to Treatment – CCR T15 1208
See also: NCCHC J-A-01 Access to Care
NCCHC J-E-01 Information on Health Services
 - 1. Develop and implement a written plan for identifying, assessing, treating, and/or referring inmates who appear to be in need of medical treatment.
- J. Health Care Maintenance – CCR T15 1208.5
 - 1. For inmates with prolonged incarcerations, health maintenance exams shall take place within the inmate's second anniversary of incarceration. The specific components of the health maintenance examinations shall be determined by the responsible physician based on the age, gender, and health of the inmate. Thereafter, the health maintenance examinations shall be repeated at reasonable intervals as determined by the responsible physician.
- K. Individualized Treatment Plans – CCR T15 1210(b)
See also: NCCHC J-E-10 Discharge Planning
NCCHC J-F-01 Patients with Chronic Disease and Other Special Needs
 - 1. Develop written treatment plans for all inmates who are treated for health conditions for which additional treatment, special accommodations and/or a schedule of follow-up care is/are needed during the period of incarceration.
 - 2. Treatment plans to include discharge planning as outlined in NCCHC accreditation standards.
- L. Sick Call – CCR T15 1211

See also: NCCHC J-E-07 Nonemergency Health Care Requests and Services

1. Sick call will be conducted a minimum of five days a week at the Main Adult and North County Detention Facilities.
2. The sick call will be conducted by a Family Nurse Practitioner/Physician Assistant or Physician.
3. Triage will be performed daily on inmate requests, and may be conducted by a registered nurse or licensed vocational nurse, within their scope of practice.
4. Sick call will be conducted in designated areas of the clinics or housing units, in as much privacy as security concerns allow.
5. Inmates will be scheduled to be seen at sick call as soon as possible, as medically indicated, but no longer than the third sick call after request.

M. Detoxification Treatment – CCR T15 1213

See also: CCR T15 1056 Use of Sobering Cell

NCCHC J-F-04 Medically Supervised Withdrawal and Treatment
Health and Safety Code 11222

1. Assess inmates upon being admitted to, placed in and/or prior to being released from a sobering cell within a timeframe that is acceptable to County.
2. Medically supervise all inmates who may withdraw or who are undergoing withdrawal from drugs or alcohol (detoxification services).
3. Assume responsibility for arranging for and providing methadone maintenance for opiate-addicted pregnant female inmates when medically indicated, and for continuing methadone treatment for licensed community maintenance programs in accordance with the Health and Safety Code.

N. Withdrawal Protocol

1. Substance abuse and use can be a problematic treatment issue within a correctional facility. The early identification of inmates that abuse and use substances (alcohol, illegal drugs, and legal drugs) and may withdraw from these substances is critical.
 - a) Implement a withdrawal protocol that identifies and treats withdrawal early in the inmate's arrival at the MADF or NCDF. Protocols need to address withdrawal from any substance, not just alcohol, and include an assessment process, designated as "withdrawal inmates."
 - b) The withdrawal program must include an assessment tool (for example: the Clinical Institute of Withdrawal and Addiction, CIWA-R) that does not rely upon subjective criteria for determining treatment, especially as it relates to alcohol withdrawal syndrome. This tool should provide the needed direction for staff to determine the frequency of monitoring and treatment.
 - c) The medical provider must work with correctional staff to provide for the care of inmates designated as withdrawal inmates. This includes, but is not limited to, providing assessments and monitoring within designated housing

locations, providing staff necessary to monitor and treat these inmates, and instructing correctional staff as needed regarding future management of these inmates (i.e housing restrictions, fluid intake, etc.).

O. Dental Care – CCR T15 1215

See also: NCCHC J-E-06 Oral Care

1. Provide required short term and extended dental services to the inmates at the Main Adult and North County Detention Facilities.
2. To the greatest extent possible, dental services should be provided in the dental office at the Main Adult Detention Facility.
3. Inmates requesting dental services will be prioritized and will be scheduled to see the dentist as soon as possible, as medically indicated.

P. Pharmaceutical Management – CCR T15 1216

See also: NCCHC J-D-01 Pharmaceutical Operations

NCCHC J-D-02 Medication Services

1. Vendor will be responsible for storing, controlling, dispensing, distributing, and administering all prescribed drugs (including mental health drugs).
2. Medications prescribed by the Mental Health Program psychiatrists will be purchased by the Mental Health Service provider.
3. All pharmaceuticals will be used, stored, inventoried, administered and distributed in accordance with all applicable laws, guidelines, policy and procedure, and accepted community standards.
4. Medications will be distributed by medical staff no less than twice daily to the housing units. Medication distribution needs to be scheduled in coordination with other operational activities.
5. Correctional staff in both facilities distribute a very limited selection of vendor-purchased, non-prescription medications to inmates at their request, records of which must be reviewed, monitored, and maintained by the medical staff. Over-the-counter medications are not sold on inmate commissary.

Q. Psychotropic Medications – CCR T15 1217

See also: NCCHC J-G-03 Emergency Psychotropic Medication

1. This standard applies predominantly to the Mental Health Program. No response required unless proposers have related information they would like to include in their responses.
2. Medical provider will be responsible for dispensing psychotropic medications, emergency psychotropic medications and all mental health medications in collaboration with contracted Mental Health provider.

R. Initial Health Assessment – NCCHC J-E-04

1. Identify and perform health inventories and communicable disease screenings on all inmates at the Main Adult and North County Detention Facilities prior to the inmate being in custody for 14 calendar days.
 2. Complete a health inventory and perform lab tests, including a TB test, per NCCHC guidelines, or as medically indicated. Responses should identify which staff performs the health inventory.
- S. Food Handlers – CCR T15 1230
- See also: NCCHC J-B-04 Medical Surveillance of Inmate Workers
1. Work with correctional staff to provide an assessment and evaluation for food service worker inmates and communicate with correctional staff regarding clearance to work in food service. Correctional staff select inmates that they wish to have work in the facility kitchens.
- T. Therapeutic Diets – CCR T15 1248
- See also: NCCHC J-D-05 Medical Diets
1. Evaluate the need for and prescribe medically required special diets for inmates as appropriate, provide follow-up with inmates who refuse their special diet meals, and coordinate with food service management staff regarding the types of special medical diets which can be offered to the inmate population.
 2. Maintain the special diet information in the County's electronic system (adding and deleting diet codes as applicable).
- U. Use of Safety Cell – CCR T15 1055
- See also: CCR T15 1058 Use of Restraint Devices
NCCHC J-G-01 Restraint and Seclusion
1. Observe and approve placements in safety cells and restraint chairs in accordance with County policies and procedure and CCR-Title 15. This service includes continual monitoring throughout the duration of an inmate's placement and any other medical checks that may be requested by County staff.
- V. Administrative Meetings and Reports – NCCHC J-A-04
1. Lead monthly or quarterly (frequency to be determined by County) administrative meetings. These meetings may be attended by medical, mental health, custody, and detention administrative representatives.
 2. Provide monthly statistical and activity reports to the County, to include workload data on sick call visits, health appraisals, receiving screening, dental visits, hospitalizations, ER visits, prescribed medications, medical diets, off-site clinic/imaging services, and the like. Results of quality management activities must also be reported.
- W. Continuous Quality Improvement Program -NCCHC J-A-06
1. Implement a comprehensive Quality Management Plan, similar in form and content to the current plan (refer to Attachment C).

2. Make available statistical summaries of quality assurance and management activities that can be provided to County.
 3. Confirm that the quality management plan will adhere to NCCHC guidelines. Such plans should address a minimum of the following:
 - a) Quality of care that will be provided
 - b) Regularly scheduled performance assessments
 - c) Response to specific incidents or complaints
 - d) Identification of problems or concerns, evaluation of problems and concerns, implementation of measures to address and resolve problems
 - e) Evaluation of corrective measures and results
 - f) Regular Reporting
 - g) Staff Education
 - h) Maintenance of appropriate records
 - i) On-site monitoring of health services, chart review, and investigation of inmate/patient complaints
- X. Patient Escort – NCCHC J-D-06
1. County will provide non-emergency transportation to the extent appointments can be scheduled during the on-duty hours of the designated deputies.
 2. Vendor is responsible for determining the need for and paying for emergency medical transportation.
- Y. Professional Development – NCCHC J-C-03
- See also: NCCHC J-C-09 Orientation for Health Staff
1. Implement a staff orientation program development plan that complies with NCCHC J-C-03 and J-C-09. Staff development must include an orientation program, skills and competencies assessment and training, protocol and standardized procedures training, and an annual in-service training plan, at minimum.
- Z. Health Training for Correctional Officers – NCCHC J-C-04
1. Provided training for correctional staff regarding various health care issues in the facilities (i.e. symptoms and signs of withdrawal, suicide prevention, seizures, diabetes). Training sessions will need to be developed and scheduled in conjunction with County staff.
- AA. Mental Health Services – NCCHC J-F-03
1. The current protocol for coordinating Mental Health Services is described below. Responses to this section should indicate whether or not the firm is capable of providing services based on this protocol. Include any additional information that may be relevant for evaluation.

- a) Contractor refers all cases indicating a need for mental health services to contracted Mental Health staff, in accordance with established procedures.
- b) Contractor nursing staff notes the mental health orders, obtain lab specimens as required, and administer medications as ordered by the mental health providers.
- c) Contractor is not financially responsible for the purchase of psychotropic drugs prescribed by the Mental Health Program Provider, or related laboratory services.
- d) Contractor works cooperatively with mental health program staff, participates in regularly scheduled meetings with mental health program staff, and freely communicates as necessary for the effective management of inmate patients.

BB. Emergency Services and Response Plan – NCCHC J-D-07

- 1. Provide on call FNP/PA/Physician personnel to provide consultations to nursing staff and to provide on-site assessments and treatment 24 hours a day, seven days a week when needed.

CC. Other Services

- 1. Responses shall indicate whether or not the organization is able to provide the following services, adhering to NCCHC standards and CCR Title 15 guidelines where applicable:

- a) Communicable Disease CCR T15 1051
- b) Developmentally Disabled Inmates CCR T15 1057
- c) Vermin Control – CCR T15 1212
- d) Informed Consent – CCR T15 1214

See also: NCCHC J-G-05 Informed Consent and Right to Refuse

- e) Inmate Deaths – CCR T15 1046

See also: NCCHC J-A-09 Procedure in the Event of an Inmate Death

- f) First Aid Kits – CCR T15 1220
- g) Hospital and Specialty Care – NCCHC J-D-08
- h) On-Site Diagnostic Services – NCCHC J-D-04
- i) Staffing – NCCHC J-C-07
- j) Medication Administration Training – NCCHC J-C-05
- k) Inmate Workers - NCCHC J-C-06
- l) Infirmary-Level Care – NCCHC J-F-02
- m) Suicide Prevention and Intervention – NCCHC J-B-05
- n) Contraception – NCCHC J-B-06

See also: Penal Code 4023.5, 4028

- o) Continuity, Coordination, and Quality of Care During Incarceration – NCCHC J-E-09
- p) Segregated Inmates – NCCHC J-G-02
- q) Healthy Lifestyle Promotion – NCCHC J-B-01
- r) Prosthesis/Assistive Devices California Penal Code 2656
- s) Clinical Preventive Services – NCCHC J-B-03
- t) Transfer Screening NCCHC J-E-03
See also: CCR T15 1206 and Appendix 4
- u) Therapeutic Relationship, Forensic Information, and Disciplinary Actions – NCCHC J-G-04
- v) Medical and Other Research – NCCHC J-G-06
- w) Patient Safety – NCCHC J-B-08
- x) Staff Safety – NCCHC J-B-09
- y) Counseling and Care of the Pregnant Inmate – NCCHC J-F-05
See also: California Penal Code 4023.6
- z) Response to Sexual Abuse – NCCHC J-F-06
See also: Prison Rape Elimination Act (PREA)
- aa) Care for the Terminally Ill – NCCHC J-F-07
- bb) Vision Services
- cc) Aerosol Transmittable Disease Plan

DD. Off Site Services

1. Arrange, coordinate, and oversee offsite care including billing and payment services. This includes the provision of medical/surgical inpatient hospital care, off-site specialty care, off-site clinic care, emergency room care and other health-related ancillary services for those inmates who have been medically cleared and/or booked and physically placed in the Main Adult or North County Detention Facilities.
2. Do not refer or accept responsibility for elective procedures that can be safely provided when an inmate is released from custody.
3. Coordinate and schedule off-site medical and dental services for inmates which are requested by inmates, are “elective” in nature, and for which inmates will be financially responsible.

EE. Laboratory, Imaging, Medical Supplies, and Equipment

See also: NCCHC J-D-03 Clinic Space, Equipment and Supplies

1. Provision and administration of the required medical supplies, medical equipment, laboratory, and imaging services.

FF. Other Administrative Requirements

See also: NCCHC J-A-10 Grievance Process for Health Care Complaints

1. Respond to inmate grievances concerning medical care.
2. Allow medical personnel to testify concerning any writs of habeas corpus filed by inmates and respond in writing to correctional staff concerning any such writs of habeas corpus.
3. Cooperate with and respond to administrative inquiries by the respective facility managers or County's contract monitor.

GG. Fitness for Duty Checks for Work Crews

1. Assess inmates upon the request of correctional staff for fitness to perform duties on work crews. County will provide specific work crew job descriptions and physical requirements for which inmates should be assessed.

HH. Communication on Patient's Health Needs – NCCHC J-B-07

1. Ensure communication occurs between the facility administration and treating health staff regarding inmates' significant health needs that must be considered in classification decisions in order to preserve the health and safety of that inmate, other inmates, or staff.

II. Emergency First Aid

1. Respond and provide emergency first aid to County staff and/or visitors within the confines of the detention facilities.

JJ. Medical Clearances for Inter-Facility Transfers

1. On occasion, correctional staff may request that inmates be medically cleared for transfer between the MADF and NCDF.
2. Vendor will assess and evaluate inmates and make determinations concerning appropriateness of transfer based on medical considerations and in accordance with custody guidelines.

KK. Patient Care Costs

1. The County requires certain cost information from the organization providing services to enable County to calculate the annual jail daily rate for inmate housing.
2. Provide County with actual expenses associated with non-routine medical expenses, (i.e., all expenses associated with medical services provided outside of the detention facilities for the prior fiscal year (July through June)).

LL. TB Testing

1. Conduct annual TB testing for applicable Sheriff's Office employees.

MM. Medic Alert

1. Provide medic alert bracelets, with approval of correctional staff, to in-custody inmates, as applicable, for the following: Diabetic, Heart Disease, Seizure Disorder, Allergy to Penicillin, and other conditions where such notice is indicated.

NN. Special Service Requests

1. Provide special requested services including, but not limited to, group testing and/or immunizations, special-needs training courses, and procurement services.

OO. Affordable Care Act

1. Provide services and staffing (if necessary) to facilitate reimbursement opportunities for inpatient medical services or other programs that may result from the implementation of the Affordable Care Act.

PP. Medication Assisted Treatment (MAT)

1. Coordinate with community health providers to continue and/or introduce MAT to individuals who are incarcerated as medically indicated.

II. Facilities and Supplies

- A. Medical Equipment and Supplies: Contractor shall provide all reasonably necessary medical equipment and supplies, including but not limited to, medicines, drugs, dressings, instruments, and gloves. Any equipment purchased by Contractor, with the exception of the subsequent replacements of the initial small equipment inventory, shall remain the property of the Contractor.
- B. Waste Disposal: Contractor shall arrange for disposal of contaminated and bio-hazardous waste in accordance with local, state, and federal laws.
- C. Office Supplies: Contractor shall provide all office supplies and forms necessary to perform the services required of the Contractor by this Agreement, unless otherwise agreed to by the County's duly-authorized representative in writing.
- D. Use of County Property: Contractor is authorized to use the medical, office, computer, and other equipment of County currently in Contractor's assigned work areas. Contractor agrees to safeguard said equipment. Said equipment is to be used only by those trained and qualified in its use. Contractor shall reimburse County for all damages or losses resulting from the negligent or careless use of said equipment or other County property or facilities by Contractor's personnel.

EXHIBIT B

Staffing

1. Staffing Plan: Contractor shall maintain the staffing coverage shown on the following page as the minimum staffing level. Staffing levels assigned between the Main Adult Detention Facility (MADF) and North County Detention Facility (NCDF) may be adjusted in accordance with the average daily population at each facility, provided that the total number of staffing assigned between the two facilities does not change, 24/7 nursing coverage is provided at both facilities, and clinic services are provided to Standards of Care. Such adjustments shall be made in coordination with the Detention Administration Lieutenant, or designee.

Notwithstanding the minimum staffing level, it is the responsibility of Contractor to supply adequate staff and other resources necessary to provide all inmate medical and dental services in accordance with this Agreement. Should Contractor experience vacant positions or staff absenteeism, minimum staffing levels and availability shall be maintained through the use of employee overtime or employee substitution. Employees filling in for vacant positions or absences shall be at an equal or higher level of licensure and shall be competent to perform all aspects of the assignment.

2. Medical Director: Contractor shall employ and appoint a Medical Director who shall be responsible for monitoring the quality of health care provided and who shall also supervise the practice of nurse practitioners and other ancillary personnel, should such personnel be utilized. Contractor shall designate an alternate person to discharge such responsibilities in the temporary absence of the Medical Director.
3. Program Manager/Health Services Administrator (HSA): Contractor shall employ and appoint a Program Manager/HSA who shall be responsible for generally overseeing Contractor's provision of services to County under this Agreement. Contractor shall also designate an alternate person to discharge such responsibilities in the temporary absence of the Program Manager/HSA.

Staffing Plan

Wellpath Medical/Dental										
Day Shift										
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE	Facility
Program Manager/ HSA	8	8	8	8	8			40	1.000	Both
Director of Nursing	8	8	8	8	8			40	1.000	Both
AA/ HR Generalist	8	8	8	8	8			40	1.000	Both
RN - Medic4 (OPHU) & Medic6 (Sick Call/COWs/CIWA)	16	16	16	16	16	16	16	112	2.800	MADF
LVN	16	16	16	16	16	16	16	112	2.800	MADF
MA/CNA	8	8	8	8	8	8	8	56	1.400	MADF
PA/FNP	8	8	8	8	8			40	1.000	MADF
Medical Records Clerk	8	8	8	8	8			40	1.000	MADF
Booking RN - Medic1	8	8	8	8	8	8	8	56	1.400	MADF
Charge RN	8	8	8	8	8	8	8	56	1.400	NCDF
RN - Health Assess.	8	8	8	8	8			40	1.000	MADF
Infection Control/Compliance Coordinator	8	8	8	8	8			40	1.000	MADF
LVN	8	8	8	8	8	8	8	56	1.400	NCDF
PA/FNP	8		8	8	8			32	0.800	NCDF
Medical Records Clerk	8		8		8			24	0.600	NCDF
Physician*	8	8	8	8	8			40	1.000	Both
Discharge Planner	8		8		8			24	0.600	MADF
Dentist		8		8				16	0.400	MADF
Dental Assistant		8		8				16	0.400	MADF
Nursing/Clerical Relief/OT								-	-	Both
Total Hours/FTE - Day								880	22.000	
Evening Shift										
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE	
RN - Medic4 (OPHU) & Medic6 (COWs/CIWA)	16	16	16	16	16	16	16	112	2.800	MADF
LVN	16	16	16	16	16	16	16	112	2.800	MADF
Booking RN - Medic1	8	8	8	8	8	8	8	56	1.400	MADF
RN	8	8	8	8	8	8	8	56	1.400	NCDF
LVN	8	8	8	8	8	8	8	56	1.400	NCDF
Total Hours/FTE - Evening								392	9.800	
Night Shift										
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE	
RN - Medic4 (OPHU)	8	8	8	8	8	8	8	56	1.400	MADF
Booking RN - Medic1	8	8	8	8	8	8	8	56	1.400	MADF
LVN	16	16	16	16	16	16	16	112	2.800	MADF
RN	8	8	8	8	8	8	8	56	1.400	NCDF
Total Hours/FTE - Night								280	7.000	
Weekly Total										
TOTAL HOURS/FTE - WEEKLY								1,552	38.80	

EXHIBIT C
Contractors Specified 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 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 will 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 will not be allowed to enter the detention facilities, and may be subject to arrest.
9. Umbrellas, picket knives, scissors, metal nail filers, 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 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.
14. 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.
15. 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.
16. 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.
17. All Contractor Workers must attend a security briefing session before they are authorized to work unescorted, inside the detention facilities.
18. 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 D

Insurance Requirements

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: Certificate 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.
 - d. County of Sonoma, its Officers, Agents and Employees 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. Minimum Limits: \$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 Limits: \$3,000,000 per claim; \$6,000,000 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 \$25,000 it must be approved in advance by County.
- 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: Certificate of Insurance.

6. 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.

7. Documentation

- a.** The Certificate of Insurance must include the following reference: Inmate Medical and Dental 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 – 5 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 Avenue
Santa Rosa, CA 95403
- d.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, before expiration or other termination of the existing policy.
- e.** Contractor shall provide immediate written notice if: any of the required insurance policies is terminated.
- f.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. Policy Obligations

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

9. 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. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.