

**AMENDMENT #3 TO AGREEMENT BY AND BETWEEN  
COUNTY OF MONTEREY &  
CALIFORNIA FORENSIC MEDICAL GROUP, INC.**

**THIS AMENDMENT** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of services by and between California Forensic Medical Group, Inc. ("CFMG"), hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County."

**WHEREAS**, the County and CONTRACTOR entered into AGREEMENT No. A-12200 for the provision of medical services by Board action on March 29, 2012; and

**WHEREAS**, pursuant to that Board action, the Contracts/Purchasing Officer was authorized to sign up to two amendments to extend the AGREEMENT for one (1) year periods, provided the amendment did not significantly change the scope of work or cause an increase in annual rates of more than fifteen percent (15%); and

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County's exercise of the option to extend for one (1) additional year.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Paragraph 3.1, "TERM OF AGREEMENT", shall be amended by removing "The initial term shall be effective on April 1, 2012 through and including June 30, 2015", and replacing it with "The term of this Agreement is from April 1, 2012 through June 30, 2016, unless sooner terminated pursuant to the terms of this Agreement".
2. Paragraph 4.1, "COMPENSATION AND PAYMENTS", shall be amended by removing "per the US Department of Labor's Consumer Price Index percentage changes for Urban Wage Earners and Clerical Workers; SF/Oakland/San Jose Medical Care" and replacing it with "San Francisco-Oakland-San Jose-All Items CPI plus 1.77%".
3. Adult pricing contained in ATTACHMENT A to AGREEMENT and as amended by AMENDMENTS 1 AND 2 is amended to reflect the following:
  - (a) The monthly adjustment in July 2015 will be computed based upon adjusting the June 2015 monthly payment by the San Francisco-Oakland-San Jose-All Items CPI February to February plus 1.77%.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated March 27, 2012.

Amendment to Agreement No. A-12200 with California Forensic Medical Group, Inc.

*This space left blank intentionally*

Amendment to Agreement No. A-12200 with California Forensic Medical Group, Inc.  
IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Melba Wilson  
Contracts/Purchasing Officer

Dated: 6/30/15

Approved as to Fiscal Provisions:  
[Signature]  
Deputy Auditor/Controller

Dated: 6-26-15

RISK MANAGEMENT  
APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE  
Risk Management

Dated: [Signature]

Date: 6/24/15  
Approved as to Form:

[Signature]  
Sr. Deputy County Counsel

Dated: 6/26/15

CONTRACTOR

By: [Signature]  
Signature of Chair, President, or  
Vice-President

Taylor Fihnian, VP & CMO  
Printed Name and Title

Dated: 6-26-15

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

DONALD MYLL, CFO  
Printed Name and Title

Dated: 6/26/15

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Amendment to Agreement No. A-12200 with California Forensic Medical Group, Inc.  
IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
Contracts/Purchasing Officer

By: [Signature]  
Signature of Chair, President, or  
Vice-President

Dated: \_\_\_\_\_

Taylor Fittian, VP & CMO  
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 6-26-15

\_\_\_\_\_  
Deputy Auditor/Controller

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Dated: \_\_\_\_\_

DONALD MYLL, CFO  
Printed Name and Title

Approved as to Liability Provisions:

\_\_\_\_\_  
Risk Management

Dated: 6/26/15

Dated: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Deputy County Counsel

Dated: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.



# Monterey County

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

## Board Order

**Agreement No.: A-10833**

Upon motion of Supervisor Parker, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

Approved and authorized the Contracts/Purchasing Officer to sign Amendment #2 to Agreement A-10833 with California Forensic Medical Group, Inc. (CFMG) for increased staffing to allow for a nurse to provide medical intake services at the Adult Detention Facility of Monterey County.

PASSED AND ADOPTED on this 10th day of February 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter  
NOES: None  
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on February 10, 2015.

Dated: February 10, 2015  
File ID: 15-0127

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy

**AMENDMENT #2 TO AGREEMENT BETWEEN COUNTY OF MONTEREY  
AND CALIFORNIA FORENSIC MEDICAL GROUP FOR INMATE  
HEALTHCARE SERVICES FOR ADULT AND JUVENILE DETENTION  
FACILITIES**

This Amendment #2 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and California Forensic Medical Group (CFMG) (hereinafter, "CONTRACTOR").

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to increase the amount of the AGREEMENT due to the need for additional staffing at the Monterey County Jail based on medical services utilization increases due to the impact of the state realignment.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 1A.2.1 and 1A.2.2 of AGREEMENT are replaced with the following: "1A.2.1 CONTRACTOR nursing staff will complete the Intake Health Screening form at the Main Jail.
2. Exhibit 2B, of AMENDMENT 1 TO AGREEMENT BETWEEN COUNTY OF MONTEREY AND CALIFORNIA FORENSIC MEDICAL GROUP FOR INMATE HEALTHCARE SERVICES FOR ADULT AND JUVENILE DETENTION FACILITIES ("AMENDMENT 1") is replaced by attached Exhibit 2C to enhance staffing, effective March 1, 2015.
3. Adult pricing contained in ATTACHMENT A to AGREEMENT and as amended by AMENDMENT 1 is amended to reflect the following:
  - (a) CONTRACTOR is currently staffing in accordance with Tier 1 staffing described in AMENDMENT 1, and is being compensated in the amount of \$539,124.79 per month for Adults. Upon addition of Tier 2 staffing described in AMENDMENT 1, CONTRACTOR monthly compensation for Adults will increase to \$555,541.45. Adult pricing will be increased to \$611,170.70.00 upon staffing of Tier 2 and Tier 3 positions referred to in Exhibit 2C.
  - (b) The monthly adjustment in July of 2015 will be computed based upon adjusting the June 2015 monthly payment by the San Francisco - Oakland Medical CPI February to February.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this Amendment and all previous amendments shall be attached to the original Agreement dated April 1, 2012.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

COUNTY OF MONTEREY

By [Signature]  
Steve Bernal, Sheriff-Coroner  
Date 4/30/15

CALIFORNIA FORENSIC MEDICAL GROUP

By [Signature]  
Donald R. Myl, Chief Financial Officer  
Date 2/5/15

APPROVED AS TO LEGAL FORM

By [Signature]  
Deputy County Counsel  
Date 2/5/15

RISK MANAGEMENT  
COUNTY OF MONTEREY  
APPROVED AS TO LIABILITY PROVISIONS  
APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE

Risk Management  
By: [Signature]  
Date: 5-13-15

CONTRACTS/PURCHASING

By [Signature]  
Contracts/Purchasing Officer  
Date 6-1-15

[Signature]  
SIGNATURE AUDITOR/CONTROLLER  
5-27-15

EXHIBIT 2C - MINIMAL COUNTY STAFFING PATTERN UPGRADE

EXHIBIT 2C

POSITION	S	M	T	W	T	F	S	HRS	FTE	FAC	TIER
Program Manager		8-4	8-4	8-4	8-4	8-4		40	1.0	Both adult/juv	
Director of Nursing		8-4	8-4	8-4	8-4	8-4		40	1.0	Both adult/juv	
RN	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail	
RN	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail booking area	Tier 3
PA/FNP		7-3	7-3	7-3	7-3	7-3		40	1.0	Jail	Tier 1
PA/FNP		7-3	7-3	7-3	7-3	7-3		40	1.0	Jail	
LVN	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail	
LVN	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail	
PSYCH RN/LCSW		7-3	7-3	7-3	7-3	7-3		40	1.0	Jail	
PSYCH RN/LCSW	7-3	7-3		7-3	7-3		7-3	40	1.0	Jail	Tier 1
Medical Record Supervisor		7-3	7-3	7-3	7-3	7-3		40	1.0	Jail	
Clerk		7-3	7-3	7-3	7-3	7-3		40	1.0	Jail	Tier 1
CNA/MMA	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail	Tier 1
CNA/MMA	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail	
LVN	1-9	1-9	1-9	1-9	1-9	1-9	1-9	56	1.4	Jail	
RN	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Jail	Tier 1
RN	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Jail booking area	Tier 3
RN	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Jail	
LVN	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Jail	Tier 1
LVN	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Jail	
CNA/MMA	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Jail	
CNA/MMA	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Jail	
RN	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Jail	Tier 1
RN	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Jail	
RN	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Jail booking area	Tier 3
LVN	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Jail	Tier 1
LVN	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Jail	
CNA/MMA	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Jail	



EXHIBIT 2C

POSITION	S	M	T	W	T	F	S	HRS	FTE	FAC	TIER
RN		6:30-2:30	6:30-2:30	6:30-2:30	6:30-2:30	6:30-2:30		40	1.0	J. Hall	
RN		6-2	6-2	6-2	6-2	6-2		40	1.0	Y Center	
CLERK/CNA		7-3	7-3	7-3	7-3	7-3		40	1.0	J. Hall	
LVN		2-6	2-6	2-6	2-6	2-6		20	.5	J. Hall	
LVN pill pass	AM/Noon/ PM	8-30p	8-30p	8-30p	8-30p	8-30p	AM/Noon/ PM	12-20	.30-.50	J. Hall/Y Center	
Medical Director/ Physician								40	1	All	
Psychiatrist								40	1	Tail	Tier 2
Dentist								16	0.4	Tail	
Dental Assistant								16	0.4	Tail	
Physician On-Call										Both	
Psychiatrist On-Call										Both	

**AMENDMENT #1 TO AGREEMENT BETWEEN COUNTY OF MONTEREY AND CALIFORNIA FORENSIC MEDICAL GROUP FOR INMATE HEALTHCARE SERVICES FOR ADULT AND JUVENILE DETENTION FACILITIES**

**This Amendment #1** is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and California Forensic Medical Group (CFMG) (hereinafter, "CONTRACTOR").

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to increase the amount of the AGREEMENT due to the need for additional staffing at the Monterey County Jail based on medical services utilization increases due to the impact of the state realignment.

**NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:**

1. Exhibit B is replaced by Exhibit 2B to enhance staffing, effective September 16, 2014.
  - (a) Exhibit A Adult current monthly compensation as adjusted annually by the medical CPI of \$443,032.21 will be increased to \$539,124.79 upon staffing of Tier 1 positions referred to in Exhibit 2B. Upon staffing of Tier 2 position referred to in Exhibit 2B, the monthly compensation rate will be adjusted to \$555,541.45.
  - (b) The monthly adjustment in July of 2015 will be computed based upon adjusting the June 2015 monthly payment by the San Francisco – Oakland Medical CPI February to February.
6. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
7. A copy of this Amendment and all previous amendments shall be attached to the original Agreement dated July 1, 2007.


IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

**COUNTY OF MONTEREY**

By   
Scott Miller, Sheriff-Coroner

Date 9-19-14

**CALIFORNIA FORENSIC MEDICAL GROUP**

By   
Chief Administrative Officer

Date 9-26-2014

**APPROVED AS TO LEGAL FORM**

By [Signature]  
Deputy County Counsel

Date 9/23/14

**APPROVED AS TO LIABILITY PROVISIONS**

By [Signature]  
Risk Management

Date 9/23/14

**CONTRACTS/PURCHASING**

By [Signature]  
Contracts/Purchasing Officer

Date 9-23-14

## EXHIBIT 2B - MINIMAL COUNTY STAFFING PATTERN UPGRADE

POSITION	S	M	T	W	T	F	S	HRS	FTE	FAC	TIER
Program Manager		8-4	8-4	8-4	8-4	8-4		40	1.0	Both adult/juv	
Director of Nursing		8-4	8-4	8-4	8-4	8-4		40	1.0	Both adult/juv	
RN	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail	
PA/FNP		7-3	7-3	7-3	7-3	7-3		40	1.0	Jail	Tier 1
PA/FNP		7-3	7-3	7-3	7-3	7-3		40	1.0	Jail	
LVN	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail	
LVN	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail	
PSYCH RN/LCSW		7-3	7-3	7-3	7-3	7-3		40	1.0	Jail	
PSYCH RN/LCSW	7-3	7-3	7-3	7-3	7-3	7-3	7-3	40	1.0	Jail	Tier 1
Medical Record Supervisor		7-3	7-3	7-3	7-3	7-3		40	1.0	Jail	
Clerk		7-3	7-3	7-3	7-3	7-3		40	1.0	Jail	Tier 1
CNA/MA	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail	Tier 1
CNA/MA	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail	
LVN	1-9	1-9	1-9	1-9	1-9	1-9	1-9	56	1.4	Jail	
RN	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Jail	Tier 1
RN	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Jail	
LVN	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Jail	Tier 1
LVN	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Jail	
CNA/MA	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Jail	
CNA/MA	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Jail	
RN	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Jail	Tier 1
RN	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Jail	
LVN	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Jail	Tier 1
LVN	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Jail	
CNA/MA	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Jail	

POSITION	S	M	T	W	T	F	S	HRS	FTE	FAC	TIER
RN		6:30-2:30	6:30-2:30	6:30-2:30	6:30-2:30	6:30-2:30		40	1.0	J. Hall	
RN		6-2	6-2	6-2	6-2	6-2		40	1.0	Y. Center	
CLERK/CNA		7-3	7-3	7-3	7-3	7-3		40	1.0	J. Hall	
LVN		2-6	2-6	2-6	2-6	2-6		20	.5	J. Hall	
LVN pill pass	AM/Noon/ PM	8:30p	8:30p	8:30p	8:30p	8:30p	AM/Noon/ PM	12-20	.30-.50	J. Hall/Y. Center	
Medical Director/ Physician	40 hours To Be Determined										
Psychiatrist	40 hours To Be Determined										
Dentist	16 hours To Be Determined										
Dental Assistant	16 hours To Be Determined										
Physician On-Call	24 hours a day, seven days a week										
Psychiatrist On-Call	24 hours a day, seven days a week										

**AMENDMENT NO.1 OF AGREEMENT BETWEEN THE COUNTY  
OF MONTEREY &  
CALIFORNIA FORENSIC MEDICAL GROUP (CFMG)  
(RFP#10303)**

WHEREAS, California Forensic Medial Group, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY" previously entered into an agreement dated March 27, 2012, for the provision of Inmate Healthcare Services for Adult and Juvenile Detention Facilities ("AGREEMENT"); and

WHEREAS, COUNTY and CONTRACTOR wish to amend the AGREEMENT to change provisions within Section 15.0 by removing the requirement to provide the County with an Irrevocable Letter of Credit and replacing the requirement with providing the County with an acceptable Performance Bond; NOW THEREFORE,

For valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. Section 15.0, "RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT" shall be amended by removing the entire existing Sections 15.1 through 15.2.5 as referenced below:

15.1 In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR, if any, or by suit against CONTRACTOR.

15.2 **Performance Security and Irrevocable Letter of Credit:** Due to the impracticality and difficulty of determining actual damages in the event of CONTRACTOR'S failure to perform, or breach of contract, the parties will agree in the contract that the amount of one million five hundred thousand dollars (\$1,500,000) is a reasonable amount for performance security. CONTRACTOR shall provide this performance security entirely through an Irrevocable Letter of Credit. The Irrevocable Letter of Credit shall be replenished to the full amount within 14 days of a withdrawal by County.

15.2.1 CONTRACTOR shall have an Irrevocable Letter of Credit delivered to County's Contracts/Purchasing Officer within ten (10) business days after this AGREEMENT is executed which includes the access to the additional response penalties account. County shall notify CONTRACTOR within five (5) business days if the letter is not acceptable. Failure to comply shall be grounds to terminate the AGREEMENT and County has the option of pursuing negotiations with another proposer. The address to deliver to County's Contracts/Purchasing Officer is:

County of Monterey Contracts/Purchasing Division  
ATTN: Michael Derr, Contracts/Purchasing Officer  
168 W. Alisal St., 3<sup>rd</sup> Floor  
Salinas, CA 93901

- 15.2.2 The minimum amount of the irrevocable letter of credit shall be \$1,500,000. It is to be issued only by a federally insured (FDIC) banking institution, acceptable to County, with a debt rating of IA or higher by the FDIC; A -or higher by Standard and Poor's; A -or higher by Moody's investors; or have a comparable rating by another rating system acceptable to County. CONTRACTOR may renew their Irrevocable Letter of Credit annually provided there is no lapse, therefore any new Irrevocable Letter of Credit must be completed and submitted no less than 90 days prior to the current irrevocable letter of credit expiring.
- 15.2.4 CONTRACTOR's Irrevocable Letter of Credit will be used to assure the operation of inmate healthcare services, including, but not limited to, the conduct of the procurement process, and negotiation or related administrative expenses, and additional contract costs incurred as a result of contracting with a new CONTRACTOR, should the County terminate performance of the CONTRACTOR under the contract because of default.
- 15.2.5 Forfeiture: In the event the County terminates performance of the CONTRACTOR under the agreement in accordance with its terms, the CONTRACTOR will immediately forfeit the full amount of its performance security Irrevocable Letter of Credit as liquidated damages.

And replacing it with

#### 15.1 PERFORMANCE BOND

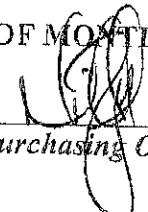
- 15.1.1 The successful CONTRACTOR shall furnish the County with a Performance Bond in a sum of not less than \$1.5 million dollars, as security for the faithful performance of the Agreement, and for the payment of all persons, firms or corporations to whom CONTRACTOR may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him/her in performing the work. Such bond shall be in a form acceptable to County and shall bear the same date as, or a date subsequent to that of, the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bonds. These bonds shall be written by an admitted corporate surety.
- 15.1.2 Notwithstanding the foregoing, all bonds required by law shall be in accordance with the form and substance so required by law.
- 15.1.3 The failure of CONTRACTOR to execute such Agreement and to supply the required bonds within ten (10) days or such extended period as County may grant based upon reasons determined sufficient by County, shall constitute a default, and County may either award the Agreement to the next best value responsible CONTRACTOR proposal or re-solicit. In the event of such default, CONTRACTOR shall be obligated to County in the amount of the RFP Bond Guaranty as liquidated damages for such default.

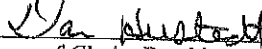
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 TO AGREEMENT (RFP# 10303), and shall continue in full force and effect as set forth in the AGREEMENT;
3. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT dated March 27, 2012.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this RENEWAL AND AMENDMENT NO. 1 as follows:

COUNTY OF MONTEREY

CONTRACTOR

  
\_\_\_\_\_  
Contracts/Purchasing Officer

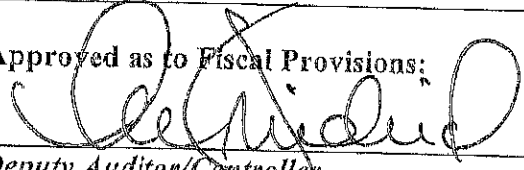
By:   
\_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

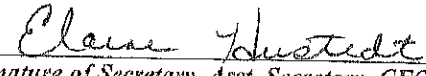
Dated: 6-11-13

Dan Hustedt, CEO  
\_\_\_\_\_  
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 5-6-2013

  
\_\_\_\_\_  
Deputy Auditor/Controller

By:   
\_\_\_\_\_  
Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Dated: 6/5/13

Elaine Hustedt  
\_\_\_\_\_  
Printed Name and Title Secretary

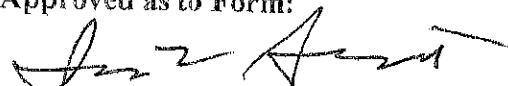
Approved as to Liability Provisions:

Dated: 5.6.13

\_\_\_\_\_  
Risk Management

Dated: \_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
Deputy County Counsel

Dated: 6/04/2013

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Amendment.



March 15, 2013

Hye-won Kim, Finance Manager  
Monterey County Sheriff's Department  
Public Safety Building  
1414 Natividad Road  
Salinas, California 93906

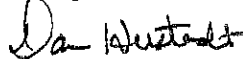
Dear Ms. Kim:

Section 4.1 of our current agreement reads as follows: "...The amount quoted for services in the attached pricing sheet is subject to adjust annually per the US Department of Labor's Consumer Price Index percentage changes for Urban Wage Earners and Clerical Workers; SF/Oakland/San Jose Medical Care, and the adjusted pricing shall become effective on July 1 of each year including 2013." The statistic described above is 3.23%. ✓

The annual price shall increase from \$4,878,317.91 to \$5,035,887.58. The per diem rate shall increase from \$4.06 to \$4.19.

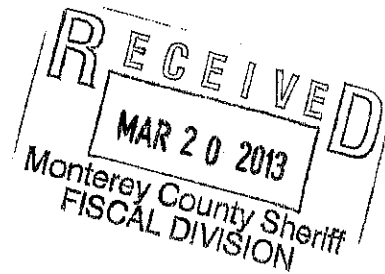
A copy of the statistics from the United States Bureau of Labor Statistics is included with this correspondence.

Sincerely,



Dan Hustedt  
Vice-President, Finance

Cc: Sabrina Fithian



# Databases, Tables & Calculators by Subject

FONT SIZE:

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Data extracted on: March 15, 2013 (12:32:23 PM)

## Consumer Price Index - All Urban Consumers

Series Id: CUURA422SAM  
 Not Seasonally Adjusted  
 Area: San Francisco-Oakland-San Jose, CA  
 Item: Medical care  
 Base Period: 1982-84=100

Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2003		268.1		271.2		272.3		275.8		277.2		279.7	273.6	270.2	276.9
2004		291.9		293.5		291.1		292.0		293.7		293.8	292.1	291.2	292.9
2005		297.2		299.8		299.4		300.6		303.6		305.0	300.5	298.3	302.6
2006		327.8		329.8		331.5		333.5		334.1		335.0	330.7	327.5	333.9
2007		347.866		349.093		352.603		356.895		359.529		359.637	353.236	348.373	358.100
2008		368.050		364.379		366.446		365.035		365.126		366.218	365.599	365.719	365.479
2009		378.985		380.788		380.852		381.788		383.107		383.477	380.776	378.980	382.572
2010		389.623		390.862		390.345		391.024		391.953		390.361	390.407	389.702	391.111
2011		399.176		399.599		400.465		400.231		401.392		403.330	400.156	398.900	401.412
2012		403.519		404.765		404.597		409.331		409.023		408.341	406.387	404.188	408.585
2013		416.539													

3.03% ✓

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U.S. Bureau of Labor Statistics | Postal Square Building, 2 Massachusetts Avenue, NE Washington, DC 20212-0001  
[www.bls.gov](http://www.bls.gov) | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | [Contact Us](#)

Before the Board of Supervisors in and for the County of Monterey, State of California

Agreement No.: A-12200

- a. Approve and authorize the Contracts and Purchasing Officer to sign an Agreement with California Forensic Medical Group, Inc. (CFMG) for Inmate Healthcare Services in Adult and Juvenile Detention Facilities for the Sheriff's Office and the Probation Department of Monterey County per Request for Proposals (RFP) #10303, with the initial Agreement term beginning on April 1, 2012 through June 30, 2015, including the option to extend the Agreement for up to two (2) additional one (1) year periods; and
b. Authorize the Contracts and Purchasing Officer to sign future Amendments to the Agreement where the Amendments do not significantly change the scope of work or cause an increase in the Agreement annual rates of more than fifteen percent (15%).....

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, effective March 27, 2012, the Board hereby:

- a. Approved and authorized the Contracts and Purchasing Officer to sign an Agreement with California Forensic Medical Group, Inc. (CFMG) for Inmate Healthcare Services in Adult and Juvenile Detention Facilities for the Sheriff's Office and the Probation Department of Monterey County per Request for Proposal (RFP) #10303 with the initial Agreement term beginning on April 1, 2012 through June 30, 2015, including the option to extend the Agreement for up to two (2) additional one (1) year periods; and
b. Authorized the Contracts and Purchasing Officer to sign future Amendments to the Agreement where the Amendments do not significantly change the scope of work or cause an increase in the Agreement annual rates of more than fifteen percent (15%).

PASSED AND ADOPTED on this 27th day of March 2012, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on March 27, 2012.

Dated: March 29, 2012

Gail T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

By Denise Hancock Deputy

MYA 2300  
\*346

**AGREEMENT BETWEEN COUNTY OF MONTEREY AND  
CALIFORNIA FORENSIC MEDICAL GROUP  
FOR INMATE HEALTHCARE SERVICES  
FOR ADULT AND JUVENILE DETENTION FACILITIES**

This AGREEMENT is made and entered into by and between the Sheriff's Office and the Probation Department for the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and California Forensic Medical Group, Inc. (CFMG), hereinafter referred to as "CONTRACTOR."

**SAMPLE RECITALS**

WHEREAS, County has invited proposals through the Request for Proposals (RFP # 10303) for Inmate Healthcare Services for Adult and Juvenile Detention Facilities, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

**1.0 PERFORMANCE OF THE AGREEMENT**

1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP # 10303 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 10303. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- AGREEMENT, including all attachments and exhibits
- Addenda #1 through #5 to RFP #10303
- RFP # 10303 dated May 16, 2011, including all attachments and exhibits
- CONTRACTOR'S Best and Final Proposal dated January 27, 2012
- CONTRACTOR'S Proposal dated June 27, 2011,
- Certificate of Insurance
- Additional Insured Endorsements

- Irrevocable Letter of Credit (to be submitted by CONTRACTOR to County within ten business days from the full execution of this AGREEMENT as per Section 15.2 herein)
- 1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT including all attachments and exhibits, Addenda 1-5 to RFP #10303, RFP #10303 including all attachments and exhibits, CONTRACTOR'S Best and Final Proposal, CONTRACTOR'S Proposal, Certificate of Insurance, Additional Insured Endorsements, and Irrevocable Letter of Credit.
- 1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

## 2.0 SCOPE OF SERVICE

- 2.1 The Scope of Work for County Adult Detention is described in EXHIBIT 1A attached hereto.  
The Scope of Work for County Juvenile Detention is described in EXHIBIT 1B attached hereto.
- 2.2 **Outpatient and Clinic Settings:** The COUNTY shall make available to CONTRACTOR without charge all equipment, firms, services and space, and telephone (excluding toll calls) etc., that it has made available in the past to medical personnel providing medical services to inmates of COUNTY'S Detention Facilities. Detention treatment sites are described as follows:
  - 2.2.1 Adult Detention Men's Medical Outpatient Site: The main clinic is housed in the Core Building and contains a five (5) room outpatient housing unit with a total

capacity of six (6) beds that can accommodate intravenous treatment, centralized detoxification, and management of non-ambulatory inmates.)

- 2.2.2 Adult Detention Women's Medical Clinic Site: The women's clinic area consists of one private exam room. Prenatal and gynecological services are provided here. Female inmates needing other medical treatment which requires a skilled or specialized nurse practitioner will be sent to one of the five outpatient housing rooms located at the Adult Detention Men's Outpatient site.
- 2.2.3 Juvenile Hall Medical Office: The medical examination room is approximately nine feet by ten feet wide. It has a nurse's office adjacent to the medical examination room that measures approximately five feet by six feet wide. The medical examination room is equipped with a medical examination bed, desk, table, sink and cabinet space. The nurse's office is equipped with a desk, two chairs, drawers to store medical records and a table.
- 2.2.4 Youth Center Medical Office: The clinic is located in the Main Building. It has no outpatient housing, but has a fully equipped medical examination room. In the medical examination room there is an examination bed, desk, table, sink and cabinet space. The nurse's office is adjacent to the examination room and is equipped with a desk, chair and file cabinet.

### 3.0 TERM OF AGREEMENT

- 3.1 The initial term shall be effective on April 1, 2012 through and including June 30, 2015 with the option to extend the AGREEMENT for two (2) additional one (1) year periods.
- 3.1.1 The County does not have to provide a reason if it elects not to renew.
- 3.1.2 Both parties shall mutually agree upon term extension(s) in writing via an amendment.
- 3.2 CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 3.2.1 Both parties shall mutually agree upon rate changes in writing via an amendment in order for any rate change to be binding.
- 3.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

### 4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated for this AGREEMENT in accordance with the pricing sheet attached hereto as ATTACHMENT A. The amount quoted for services in the attached pricing sheet is

subject to adjust annually per the US Department of Labor's Consumer Price Index percentage changes for Urban Wage Earners and Clerical Workers; SF/Oakland/San Jose Medical Care, and the adjusted pricing shall become effective on July 1 of each year including 2012. Both parties agree that County shall pay CONTRACTOR for the cost of the Irrevocable Letter of Credit as per Section 15.0 herein in an annual amount not to exceed the quoted amount within ATTACHMENT A.

- 4.1.1 Both parties shall mutually agree to any and all price changes in writing in order for it to be binding.
- 4.1.2 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 4.2 County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.4 CONTRACTOR shall levy no additional fees nor surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.5 Tax:
  - 4.5.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
  - 4.5.2 County is registered with the Internal Revenue Service, San Francisco office, registration number 94730022K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.
- 4.6 Travel reimbursements shall not exceed the IRS allowance rates as per County of Monterey Travel Policy. A copy of County's Travel Policy is available on the Auditor-Controller's web site at: <http://www.co.monterey.ca.us/auditor/policy.htm>.

## 5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to one of the two departments below as applicable:

Monterey County Sheriff's Office Accounting/Finance Division 1414 Natividad Rd. Salinas, CA 93906	Monterey County Probation Department Accounting/Finance Division 1422 Natividad Rd. Salinas, CA 93906
--	--

- 5.2 CONTRACTOR shall reference "Inmate Healthcare Agreement per RFP #10303" on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically

or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

## 6.0 STANDARD INDEMNIFICATION

- 6.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 7.0 INSURANCE REQUIREMENTS

- 7.1 Evidence of Coverage:
- 7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.



7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

7.1.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

7.3 Insurance Coverage Requirements:

7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.1.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

7.3.1.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended

reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

7.4 Other Insurance Requirements:

- 7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

- 7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

## 8.0 HAZARDOUS MATERIAL DISPOSAL

- 8.1 **HAZARDOUS MATERIALS:** CONTRACTOR, CONTRACTOR's employees, and subcontractors who are hired by CONTRACTOR to provide hazardous material disposal services pursuant to this AGREEMENT shall comply with the Superfund Amendments and Reauthorization Act (SARA) and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) while performing all services of this Agreement. CONTRACTOR shall be solely responsible for the transportation and disposal or release of any hazardous material. County does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by the County while in transit or storage of services performed for this Agreement.

## 9.0 RECORDS, CONFIDENTIALITY, AND INFORMATION PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

- 9.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 9.2 HIPAA Compliance: CONTRACTOR agrees to operate its business in a manner as necessary to permit County to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards"). CONTRACTOR has agreed to and signed ATTACHMENT B; BUSINESS ASSOCIATE AGREEMENT attached hereto.
- 9.3 Ownership of Records: All records associated with inmate healthcare belong to and shall remain the property of County. When this AGREEMENT expires or terminates,

CONTRACTOR shall hand over to County all inmate records and reports which CONTRACTOR used or received from County to perform services under this AGREEMENT.

9.4 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT during the term of this AGREEMENT.

9.5 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

## 10.0 NON-DISCRIMINATION

- 10.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 10.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 10.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

## 11.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 11.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes.

CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

- 11.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 11.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 11.4 Any and all subcontractors hired by CONTRACTOR to provide services for this AGREEMENT shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed herein.

## **12.0 CONFLICT OF INTEREST**

- 12.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

## **12.0 COMPLIANCE WITH APPLICABLE LAWS**

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws, that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

### 13.0 EMERGENCY SITUATIONS

- 13.1 CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall ensure that County detention facilities have in supply all available supplies, materials, equipment and/or services to provide services as per this AGREEMENT at all times. 24 x 7 contact is as follows:

Emergency Contact Person's Name: Taylor Fithian, M.D.  
Emergency Contact's Phone Number: 831-320-0337

- 13.2 County expects emergency deliveries to occur within 4 hours of order placement and may be required during evenings, weekends, and holidays. Time is of the essence for delivery during emergency situations. Delivery location(s) and estimated arrival will be mutually agreed upon, by County and CONTRACTOR, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, lock-downs, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.

### 14.0 BACKGROUND CHECKS

- 14.1 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.
- 14.1.1 Individuals who are designated to provide services at any of the County Sheriff's facilities and Probation facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to CONTRACTOR.
- 14.1.2 COUNTY reserves the right to suspend any and all clearances to CONTRACTOR, CONTRACTOR's staff, agents and/or subcontractors with cause.
- 14.2 The required background and fingerprint checks SHALL be completed prior to allowing the personnel to work within any of the limited access facilities.

### 15.0 RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

- 15.1 In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR, if any, or by suit against CONTRACTOR.

- 15.2 **Performance Security and Irrevocable Letter of Credit:** Due to the impracticality and difficulty of determining actual damages in the event of CONTRACTOR'S failure to perform, or breach of contract, the parties will agree in the contract that the amount of one million five hundred thousand dollars (\$1,500,000) is a reasonable amount for performance security. CONTRACTOR shall provide this performance security entirely through an Irrevocable Letter of Credit. The Irrevocable Letter of Credit shall be replenished to the full amount within 14 days of a withdrawal by County.
- 15.2.1 **CONTRACTOR shall have an Irrevocable Letter of Credit delivered to County's Contracts/Purchasing Officer within ten (10) business days after this AGREEMENT is executed which includes the access to the additional response penalties account.** County shall notify CONTRACTOR within five (5) business days if the letter is not acceptable. Failure to comply shall be grounds to terminate the AGREEMENT and County has the option of pursuing negotiations with another proposer. The address to deliver to County's Contracts/Purchasing Officer is:
- County of Monterey Contracts/Purchasing Division  
ATTN: Michael Derr, Contracts/Purchasing Officer  
168 W. Alisal St., 3<sup>rd</sup> Floor  
Salinas, CA 93901
- 15.2.2 The minimum amount of the irrevocable letter of credit shall be \$1,500,000. It is to be issued only by a federally insured (FDIC) banking institution, acceptable to County, with a debt rating of 1A or higher by the FDIC; A or higher by Standard and Poor's; A or higher by Moody's investors; or have a comparable rating by another rating system acceptable to County. CONTRACTOR may renew their Irrevocable Letter of Credit annually provided there is no lapse, therefore any new Irrevocable Letter of Credit must be completed and submitted no less than 90 days prior to the current irrevocable letter of credit expiring.
- 15.2.4 CONTRACTOR's Irrevocable Letter of Credit will be used to assure the operation of inmate healthcare services, including, but not limited to, the conduct of the procurement process, and negotiation or related administrative expenses, and additional contract costs incurred as a result of contracting with a new CONTRACTOR, should the County terminate performance of the CONTRACTOR under the contract because of default.
- 15.2.5 **Forfeiture:** In the event the County terminates performance of the CONTRACTOR under the agreement in accordance with its terms, the CONTRACTOR will immediately forfeit the full amount of its performance security Irrevocable Letter of Credit as liquidated damages.

## 16.0 NOTICES

- 16.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

**TO COUNTY:**

Contracts/Purchasing Officer  
County of Monterey, Contracts/Purchasing  
168 W. Alisal Street, 3rd Floor.  
Salinas, CA 93901-2439  
Tel. No.: (831) 755-4990  
FAX No.: (831) 755-4969  
[DerrM@co.monterey.ca.us](mailto:DerrM@co.monterey.ca.us)

**TO CONTRACTOR:**

California Forensic Medical Group  
Attn: Dan Hustedt  
300 Foam St., Suite B  
Monterey, CA 93940  
Tel. No. (831) 649-8994  
FAX No. (831) 649-8286  
[Dan@cfmg.com](mailto:Dan@cfmg.com)

## 17.0 LEGAL DISPUTES

- 17.1 CONTRACTOR agrees that this AGREEMENT, and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 17.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 17.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 17.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.



IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY  
  
Contracts/Purchasing Officer

CONTRACTOR  
By: Dan Hustedt  
Signature of Chair, President, or Vice-President

Dated: 3-27-12

Dan Hustedt, U. P. Finance  
Printed Name and Title

Approved as to Fiscal Provisions:  
  
Deputy Auditor/Controller

Dated: 3-8-2012

Dated: 3-19-12

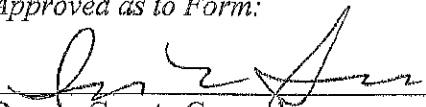
By: Elaine Hustedt  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

RISK MANAGEMENT  
Approved as to INDEMNITY Provisions:  
APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE

Elaine Hustedt, Secretary  
Printed Name and Title

Risk Management  
By: Dyana Schumaku  
Date: 3-19-12

Dated: 3.8.12

Approved as to Form:  
  
Deputy County Counsel

Dated: 3/15/2012

County Board of Supervisors' Agreement Number: A-12200

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

## EXHIBIT 1A –SCOPE OF WORK FOR ADULT DETENTION

1A.1 SERVICES: All services performed by Contractor shall be carried out in conformance with CMA accreditation guidelines and CAC-Title 15.

1A.1.1 CONTRACTOR shall be responsible for the medical care, dental care, and mental health care of an inmate commencing with the booking, medical clearance, and physical placement of said inmate into the County Adult Detention Facilities, excluding the following;

(a) Prisoners on temporary release are not the responsibility of CONTRACTOR. Prisoners in the custody of other police or penal jurisdictions located outside of the Monterey County are not the responsibility of CONTRACTOR.

1A.1.2 CONTRACTOR shall determine the method, details and means of performing services.

1A.1.3 CONTRACTOR shall have a Medical Director who will be responsible to assure the quality of health care provided, and who will also supervise the practice of mid-level practitioners should such personnel be utilized.

### 1A.2 Receiving Screening:

1A.2.1 Deputies will complete the Intake Health Screening form at the Main Jail. The Intake Health Screening Form is attached to this RFP #10303 as EXHIBIT 5.

1A.2.2 CONTRACTOR nursing staff will respond to requests for consultation on screenings as required. Expected response time is between 3 and 5 minutes.

1A.2.3 Contractor shall provide medical services in an out-patient setting on-site.

1A.2.4 CONTRACTOR staff has the authority to make the final decisions for accepting or not accepting inmates into custody prior to outside elevation and treatment, based upon medical criteria which has been pre-defined and mutually agreed upon by CONTRACTOR and the Sheriff's Office.

### 1A.3 Health Inventory and Communicable Disease Screening:

1A.3.1 CONTRACTOR will perform a Health Inventory and Communicable Disease Screening, including a complete physical exam as per the Institute for Medical Quality (IMQ) criteria on all inmates who

reside in the Adult Facilities within 14 days. Included will be screening for tuberculosis and other communicable diseases. Lab tests will be performed per CMA guidelines and as medically indicated.

1A.3.2 The Health Inventory and Communicable Disease Screening will be completed by either the physician, the family nurse practitioner, physician's assistant, or registered nurse specifically trained to conduct health appraisals.

**1A.4 Detoxification from Drugs and Alcohol:**

1A.4.1 Detoxification services will be performed on-site under medical supervision. Severe cases shall be discussed by CONTRACTOR and County to determine whether or not an inmate needs to be sent to NMC for detoxing.

1A.4.2 Inmates will be assessed by CONTRACTOR's medical personnel when admitted to the detoxification cell. CONTRACTOR staff will check inmates in the detoxification cell upon admission, every six hours thereafter.

1A.4.3 CONTRACTOR staff will note the check on the log posted on the detoxification cell door. Deputies will monitor detoxification cells as per Title 15 and/or CMA guidelines.

**1A.5 Sick Call**

1A.5.1 Sick call will be conducted five days a week with emergency response on weekends.

1A.5.2 Sick call will be conducted in designated areas of the clinics or housing units, in as much privacy as security concerns allow.

1A.5.3 Inmates will be scheduled to be seen at sick call as soon as possible or as medically indicated.

1A.5.4 Sick call will be conducted by a Physician, Family Nurse Practitioner, Physician Assistant, or a Registered Nurse operating under standardized procedure.

**1A.6 Outpatient Housing Unit:**

1A.6.1 Outpatient housing unit services will be provided at the Main Jail as set forth in the most current CONTRACTOR Policy and Procedure Manual.

1A.7 Off-Site Services:

- 1A.7.1 Hospitalization: CONTRACTOR shall arrange for all required hospitalization and pay for all required hospitalization excluding off-site mental health costs. However, CONTRACTOR shall not be responsible for any individual inmate's medical/surgical inpatient bill in excess of \$15,000 (fifteen thousand dollars) per episode. An "episode" means a single admission and discharge from a hospital. For hospitalized inmates, CONTRACTOR shall provide required medical/surgical inpatient hospital care, off-site specialty care, off-site clinic care, emergency room care, and other health-related ancillary services for those inmates who have been medically cleared, booked and physically placed in the Adult Facilities.
- 1A.7.2 All such care as described in 1A.7.1 above must be approved and referred by CONTRACTOR staff utilizing CONTRACTOR's Referral form.
- 1A.7.3 Holds: CONTRACTOR shall cooperate with, assist and advise Sheriff as requested to remove holds placed on hospitalized inmates as medically appropriate. CONTRACTOR shall develop with Sheriff a communications system to facilitate holds removal, to promptly and fully inform the Sheriff of holds status, and evaluate ongoing off-site costs.
- 1A.7.4 Natividad Medical Center: CONTRACTOR shall use the County hospital Natividad Medical Center for patients needing hospitalization and emergency services to the extent that hospital provides the required services and to the extent medically appropriate. CONTRACTOR may subcontract with other providers to the extent that the Natividad Medical Center in each individual case is unable to so provide services under this paragraph.
- 1A.7.5 Third Party Payor Information: CONTRACTOR shall provide outside providers with other third party payor information when available.
- 1A.7.6 Referrals upon Release: CONTRACTOR shall not make referrals for elective procedures that can safely be provided when an inmate is released from custody.
- 1A.7.7 CONTRACTOR shall have a working relationship with an ophthalmologist located within the city of Salinas California with whom inmates with eye injuries or other serious eye problems can be sent out to. CONTRACTOR shall bear the cost of these visits.

1A.7.8 Other off-site services are described herein in Sections 1A.4.1, 1A.10.2, 1A.10.4, and 1A.11.5.

**1A.8 Laboratory, X-Ray, Medical Supplies, Equipment, and Medical Record Supplies:**

- 1A.8.1 CONTRACTOR shall be responsible for the purchase and provision of required, medical supplies, and medical record supplies. Critical supplies shall be stocked and available on site.
- 1A.8.2 CONTRACTOR shall be responsible for purchasing required laboratory services and x-ray services.
- 1A.8.3 CONTRACTOR shall utilize a mobile x-ray unit at no additional cost to County to provide x-rays on-site so as to reduce or eliminate the need for transporting inmates who need x-rays.

**1A.9 On-Site Emergency Services:**

- 1A.9.1 Contractor shall ensure FNP/PA/Physician personnel are available to provide consultations on-site by phone to nursing staff and to come to the facilities as required to provide treatments 24 hours a day, seven days a week.

**1A.10 Mental Health Services:**

- 1A.10.1 CONTRACTOR shall provide on-site mental health care services and shall do so in satisfaction with all requirements of the California Medical Association (CMA) standards and Title 15 of the California Administrative Code. Furthermore, CONTRACTOR shall meet all requirements of any other provision of law as it pertains to the provision of mental health care to inmates. Outpatient mental health services include but are not limited to screening of inmates with psychiatric complaints, medication verification, assessments, monitoring and administration, counseling, crisis intervention, clearance to and from safety cells/restraints, and the development and implementation of a socialization program and discharge plan.
- 1A.10.2 For inmates requiring inpatient mental health services, CONTRACTOR shall transfer the patient to Natividad Medical Center. CONTRACTOR shall provide all evaluations of inmates per penal codes 4011.6 and 4011.8 prior to referral to the Natividad Medical Center. This section shall not supersede the authority of the court to order a prisoner to a 72-hour mental health facility.
- 1A.10.3 On-site mental health services shall be provided at the Main Jail and at the adjacent Adult Rehabilitation Center.

1A.10.4 CONTRACTOR shall not be responsible for any off-site Mental Health costs.

1A.11 Dental Services:

1A.11.1 CONTRACTOR will be responsible for providing routine and emergency dental services to inmates at the Main Jail for inmates in accordance with CMA standards.

1A.11.2 The dental services will be provided on-site at the Main Jail.

1A.11.3 CONTRACTOR shall provide both 1 Dentist and 1 Dental Assistant for dental services available at least 16 hours per week.

1A.11.4 Inmates requesting dental services will be prioritized by urgency and will be scheduled to see the dentist as soon as possible, as medically indicated during the screening at sick call.

1A.11.5 Medically necessary oral surgery that cannot safely be delayed until release from custody will be referred to outside specialists. CONTRACTOR shall not be responsible for any individual inmate's oral surgery bill in excess of \$15,000 (fifteen thousand dollars) per surgery.

1A.12 Prosthesis:

1A.12.1 Medical and dental prosthesis and corrective eyeglasses are provided by CONTRACTOR at no additional cost to County when the health of the inmate would otherwise be adversely affected as directed by the responsible physician or dentist.

1A.13 Pharmaceutical Services:

1A.13.1 CONTRACTOR nursing staff will be responsible for administering medications to inmates.

1A.13.2 Medications shall principally be administered on a twice per day (BID) regime, however, CONTRACTOR shall ensure medication administration for all medications required and prescribed three (TID) or four (QID) times per day.

1A.13.3 As-needed (PRN) medications will principally be administered on a BID regime.

1A.13.4 CONTRACTOR nursing staff will respond to requests for PRN

medications at other times on an emergency basis as medically required.

1A.13.5 All pharmaceuticals shall be used, stored, inventoried, and administered in accordance with all applicable laws, guidelines, policy and procedure.

1A.13.6 CONTRACTOR is responsible for the cost of all pharmaceuticals administered.

**1A.14 Food Service Health Clearance:**

1A.14.1 Deputies shall provide a list to CONTRACTOR on a weekly basis of inmates that they wish to have work in the kitchen. CONTRACTOR shall provide a health clearance for each of these inmates and communicate with Deputies to let them know whether or not the inmate is cleared to work in the kitchen.

**1A.15 Work Furlough:**

1A.15.1 CONTRACTOR shall evaluate Work Furlough inmates who present urgent or emergency complaints, and shall provide emergency response, first aid treatment, and/or referral, as appropriate.

1A.15.2 CONTRACTOR will not be financially responsible for medical care provided for Work Furlough inmates in the community or pharmaceuticals ordered by health providers in the community when such care is initiated by Work Furlough inmates while outside of the facilities.

**1A.16 Inmate Workers Compensation Services:**

1A.16.1 CONTRACTOR shall provide first aid and medical screening of inmate workers claiming injury during the course of their work assignments while incarcerated in the County Jail.

1A.16.2 Inmates determined to have injuries that require treatment beyond first aid or further diagnostic services will be referred to Natividad Medical Center Occupational Health Center for treatment.

**1A.17 Self-Contained Breathing Apparatus (SCBA) Medical Screening:**

1A.17.1 CONTRACTOR shall provide review of OSHA medical screening forms of all Sheriff's personnel assigned to the Corrections Bureau who may wear an emergency self-contained breathing apparatus (SCBA).

1A.17.2 The medical screening form review shall be completed by a physician or other licensed health care professional.

1A.17.3 This section shall be reviewed six (6) months from the date of implementation of this contract for the purpose of determining workload impact and will continue upon mutual consent of County and CONTRACTOR.

**1A.18 Swabbed DNA Samples for Sex Offenders and Penal Code Section 7500 et. seq.:**

1A.18.1 All swab testing per this penal code section 7500 et seq. shall be performed by County.

**1A.19 Emergency First Aide (Non-inmate):**

1A.19.1 CONTRACTOR shall respond and provide emergency first aid to county staff and/or visitors if necessary.

**1A.20 Deputy Training:**

1A.20.1 CONTRACTOR will provide up to eight hours of bi-annual training for Deputies concerning health care issues in the jail.

**1A.21 Other Critical Services:**

1A.21.1 CONTRACTOR agrees to provide the following services adhering to CMA and Title 15 guidelines: prenatal care, inmates in isolation services, safety cell services, monitoring inmates in restraints, delousing and scabies, monitoring syringes and needles, preventative care, and pharmaceutical reviews.

1A.21.2 Disposal of contaminated waste and bagging of contaminated linens shall be the responsibility of CONTRACTOR who shall comply with all applicable laws, ordinances and codes concerning the disposal of contaminated bio-hazardous waste.

**1A.22 Special Medical Diets:**

1A.22.1 CONTRACTOR staff will evaluate the need for and will prescribe medically required special diets for inmates as appropriate.

1A.22.2 CONTRACTOR will coordinate with Food Service management staff regarding the types of special medical diets which can be offered to the inmate population.

**1A.23 Medical Records:**

1A.23.1 CONTRACTOR shall be the custodian of the active and inactive medical



records generated after CONTRACTOR began operations. However, Upon termination of the AGREEMENT all such records will be turned over to County.

- 1A.23.2 The medical records are and shall always be the property of County.
- 1A.23.3 CONTRACTOR shall adhere to all laws relating to confidentiality of medical records. CONTRACTOR and CONSTRUCTOR's staff
- 1A.23.4 CONTRACTOR shall be responsible for the maintenance of all medical records. CONTRACTOR shall maintain all records in accordance with Title 15, California Administrative Code, Section 1205 and CMA accreditation guidelines.
- 1A.23.5 Pertinent medical information will be prepared to accompany all inmates when transferring to other detention/correctional facilities.

**1A.24 Reporting (Adult Facilities):**

- 1A.24.1 No later than the third Friday of the following month, CONTRACTOR shall submit to the County statistics and information on the month's activities. Included in the above reports shall be statistical reports concerning the use of psychotropic drugs.
- 1A.24.2 CONTRACTOR shall submit once annually a report to County of compliance with current California laws, regulations and codes relating to County's Detention Facilities.

**1A.25 Quality Assurance Program (Adult Facilities):**

- 1A.25.1 CONTRACTOR shall provide County with a copy of overall Quality Assurance plan within 90 days of the AGREEMENT term start date and shall continue to provide any updates or revisions of same in a timely manner. Quality Assurance plan will be adopted with the mutual concurrence of CONTRACTOR and County.
- 1A.25.2 CONTRACTOR shall maintain a comprehensive quality assurance plan during the term of the AGREEMENT.
- 1A.25.3 CONTRACTOR shall provide County upon request with statistical summaries of quality assurance activities.

**1A.26 Other Administrative Requirements:**

- 1A.26.1 CONTRACTOR shall be responsible for responding to inmate grievances concerning medical care.)

1A.26.2 CONTRACTOR shall be responsible for allowing medical personnel to testify concerning civil rights suits or any writs of habeas corpus filed by inmates. CONTRACTOR must also respond in writing to Deputies concerning any such writs of habeas corpus or federal civil rights suits.

1A.27 Personnel Services:

- 1A.27.1 CONTRACTOR shall develop and maintain up-to-date written policy and procedure, protocol, and reference manuals in compliance with CMA accreditation standards and CAC, Title 15. All such documentation shall be submitted to County within 90 days of the AGREEMENT term start date.
- 1A.27.2 New policies and/or procedures will not be implemented or existing policies and procedures revised by either party without the mutual concurrence of CONTRACTOR and County.
- A1.27.3 There will at all times be an employee of CONTRACTOR designated as liaison person in the absence of the Medical Director.
- 1A.27.4 CONTRACTOR will ensure that all of its new employees are afforded an orientation period for a minimum of 2 weeks.
- A1.27.5 CONTRACTOR shall be responsible for time and attendance accountability and provide appropriate records to the COUNTY upon demand.
- A1.27.6 CONTRACTOR will not be paid for staff positions that remain vacant for longer than thirty-days (30).
- 1A.27.7 CONTRACTOR shall provide in-service training for its personnel. Topics will be identified by CONTRACTOR's on-site Program/Facility Manager who will also maintain records on subject matter and employee participation.
- 1A.27.8 COUNTY shall provide for the safety and security of CONTRACTOR'S personnel in the same manner as provided for COUNTY employees working in the Detention Facilities.
- 1A.27.9 Copies of licenses and/or records of certification for all medical personnel are to be furnished by CONTRACTOR, who must at all times have them available for examination by the COUNTY and/or by representative of the COUNTY.
- 1A.27.10 CONTRACTOR's staff shall safeguard all County. Medical equipment shall be used only by those trained and qualified in its use, and

CONTRACTOR shall be held responsible for any and all damage resulting from any act, negligence or carelessness on the part of CONTRACTOR's staff.

1A.28 Inmate Research Restrictions:

- 1A.28.1 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 County Sheriff. The conditions under which research shall be conducted shall be agreed to by CONTRACTOR and the County Sheriff, 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.

## EXHIBIT 1B --SCOPE OF WORK FOR JUVENILE DETENTION

1B.1 SERVICES: All services performed by Contractor shall be carried out in conformance with CMA accreditation guidelines and CAC-Title 15.

1B.1.1 CONTRACTOR shall be responsible for the medical care of a juvenile commencing with the booking, medical clearance, and physical placement of said juvenile into the Monterey County Juvenile Hall and Youth Center facilities, excluding the following;

(a) Juveniles on temporary release are not the responsibility of CONTRACTOR. Juveniles in the custody of other police or penal jurisdictions located outside of the Monterey County are not the responsibility of CONTRACTOR.

1B.1.2 CONTRACTOR shall determine the method, details and means of performing services.

1B.1.3 CONTRACTOR shall have a Medical Director who will be responsible to assure the quality of health care provided, and who will also supervise the practice of mid-level practitioners should such personnel be utilized.

### 1B.2 Receiving Screening:

1B.2.1 Juvenile Institution Officers will complete the Intake Health Screening form at Juvenile Hall.

1B.2.2 CONTRACTOR nursing staff will respond to requests for consultation on screenings as required.

1B.2.3 Whenever medically appropriate, CONTRACTOR shall provide medical services on-site.

1B.2.4 CONTRACTOR staff has the authority to make the final decisions for accepting or not accepting juveniles into custody prior to any necessary outside evaluation and treatment, based on mutually agreed upon medical criteria between institutional staff, CONTRACTOR and the "outside" medical evaluator.

### 1B.3 Medical Examination:

1B.3.1 CONTRACTOR will perform a medical examination, including a Health Inventory and Communicable Disease Screening, on every juvenile who is admitted to Juvenile Hall within 96 hours, in accordance with CAC and CMA standards. Included will be

screening for tuberculosis and other communicable diseases. Lab tests will be performed per CMA guidelines and as medically indicated.

- 1B.3.2 The medical examination will be completed by either the physician, the family nurse practitioner, physician's assistant, or registered nurse specifically trained to conduct health appraisals.

**1B.3 Detoxification from Drugs and Alcohol:**

1B.3.1 Detoxification services, when performed at Juvenile Hall, will be under medical supervision.

1B.3.2 When no medical staff is present, juveniles presenting "withdrawal" symptoms prior to booking will immediately be sent to Natividad Medical Center for clearance.

**1B.4 Sick Call**

1B.4.1 Sick call will be conducted five days a week with emergency response available at all times.

1B.4.2 Sick call will be conducted in designated areas of the juvenile detention facilities with as much privacy as security concerns allow.

1B.4.3 Juveniles will be scheduled to be seen at sick call as soon as possible or as medically indicated.

1B.4.4 Sick call will be conducted by a Physician, Family Nurse Practitioner, Physician Assistant, or a Registered Nurse operating under standardized procedure.

**1B.5 Off-Site Services:**

1B.5.1 Hospitalization: CONTRACTOR shall arrange for all required hospitalization and pay for all required hospitalization excluding off-site mental health costs. However, CONTRACTOR shall not be responsible for any individual juvenile's medical/surgical inpatient bill in excess of \$15,000 (fifteen thousand dollars) per episode. An "episode" means a single admission and discharge from a hospital. CONTRACTOR shall provide required medical/surgical inpatient hospital care, off-site specialty care, off-site clinic care, emergency room care, and other health-related ancillary services for those juveniles who have been medically cleared, booked and physically placed in the Juvenile Facilities.

- 1B.5.2 All such care as described in 1B.7.1 above must be approved and referred by CONTRACTOR staff utilizing CONTRACTOR's Referral form.
- 1B.5.3 Hold: CONTRACTOR shall cooperate with, assist and advise Probation Department Management as requested to remove holds placed on hospitalized juveniles as medically appropriate. CONTRACTOR shall develop with Probation Department Management a communications system to facilitate holds removal, to promptly and fully inform the Probation Department Management of holds status, and evaluate ongoing off-site costs.
- 1B.5.4 Natividad Medical Center: CONTRACTOR shall use the County hospital Natividad Medical Center for juveniles needing hospitalization and emergency services to the extent that hospital provides the required services and to the extent medically appropriate. CONTRACTOR may subcontract with other providers to the extent that the Natividad Medical Center in each individual case is unable to so provide services under this paragraph.
- 1B.5.5 Third Party Payor Information: CONTRACTOR shall provide outside providers with other third party payor information when available.
- 1B.5.6 Referrals upon Release: CONTRACTOR shall not make referrals for elective procedures that can safely be provided when a juvenile is released from custody.
- 1B.5.7 CONTRACTOR shall have a working relationship with an ophthalmologist located within the city of Salinas California with whom inmates with eye problems can be sent out to. CONTRACTOR shall bear the cost of these visits.
- 1B.5.8 Other off-site services are described herein in Sections 1B.4.2, 1B.10.1, and 1B.11.1.

**1B.6 Laboratory, X-Ray, Pharmaceuticals, Medical Supplies, Equipment, and Medical Record Supplies:**

- 1B.6.1 CONTRACTOR shall be responsible for the cost, purchase and provision of required pharmaceuticals, medical supplies, and medical record supplies. Critical supplies shall be stocked and available on site.
- 1B.6.2 CONTRACTOR shall be responsible for purchasing required laboratory services and x-ray services.

1B.6.3 CONTRACTOR shall utilize a mobile x-ray unit at no additional cost to County to provide x-rays on-site so as to reduce or eliminate the need for transporting inmates who need x-rays.

**1B.7 On-Site Emergency Services:**

1B.7.1 Contractor shall provide FNP/PA/Physician personnel to provide consultations to nursing staff and to come to the facilities as required to provide treatments 24 hours a day, seven days a week.

**1B.8 Mental Health Services:**

1B.8.1 CONTRACTOR shall refer all cases requiring mental health services to the Monterey County Health Department, Behavioral Health Division in accordance with established procedures. County's BH will retain responsibility for the mental health care needs of these inmates in juvenile detention following intake screening.

**1B.9 Dental Services:**

1B.9.1 Routine dental work and orthodontic work are arranged by the parents of the juveniles. CONTRACTOR shall not bear the cost of routine dental work or orthodontics for juveniles.

1B.9.2 CONTRACTOR shall be responsible for providing an evaluation and referral for any emergency dental services to juveniles at the detention facilities in accordance with CMA standards.

**1B.10 Prosthesis:**

1B.10.1 Medical and dental prosthesis are provided by CONTRACTOR when the health of the juvenile would otherwise be adversely affected as directed by the responsible physician or dentist.

**1B.11 Pharmaceutical Services:**

1B.11.1 CONTRACTOR nursing staff will be responsible for administering medications at the Juvenile Detention Facilities.

1B.11.2 Medications shall principally be administered three times a day according to Exhibit 2.

1B.11.3 Medications on "as needed basis" will principally be administered on a twice-a-day regime.

1B.11.4 CONTRACTOR nursing staff will respond to requests for "as needed" medications at other times on an emergency basis as medically required.

1B.11.5 All pharmaceuticals shall be used, stored, inventoried, and administered in accordance with all applicable laws, guidelines, policy and procedure.

1B.12 Food Service Health Clearance: (Youth Center)

1B.12.1 Juvenile Institution Officers shall provide a list to CONTRACTOR on a weekly basis of juveniles that they wish to have work in the kitchen.

1B.12.2 CONTRACTOR shall provide a health clearance for each of these juveniles and communicate with juvenile institutional staff to let them know whether or not the juvenile is cleared to work in the kitchen.

1B.13 Emergency First Aid (Non-inmate):

1B.13.1 CONTRACTOR shall respond and provide emergency first aid to county staff and/or visitors.

1B.14 Training:

1B.14.1 CONTRACTOR will provide up to eight hours of bi-annual training for Juvenile Institution Officers concerning health care issues in the juvenile facilities.

1B.15 Other Critical Services:

1B.15.1 CONTRACTOR agrees to provide the following services adhering to CMA and Title 15 guidelines: prenatal care, juveniles in isolation services, safety cell services, monitoring juveniles in restraints, delousing and scabies, monitoring syringes and needles, preventative care, and pharmaceutical reviews.

1B.15.2 Disposal of contaminated waste and bagging of contaminated linens shall be the responsibility of CONTRACTOR who shall comply with all applicable laws, ordinances and codes concerning the disposal of contaminated bio-hazardous waste.

1B.16 Special Medical Diets:

1B.16.1 CONTRACTOR staff will evaluate the need for and will prescribe medically required special diets for juveniles as appropriate.



1B.16.2 CONTRACTOR will coordinate with Food Service management staff regarding the types of special medical diets which can be offered to the juvenile population.

1B.17 Medical Records:

1B.17.1 CONTRACTOR shall be the custodian of the active and inactive medical records generated after CONTRACTOR began operations. However, Upon termination of the AGREEMENT all such records will be turned over to County.

1B.17.2 The medical records shall always be the property of County.

1B.17.3 CONTRACTOR shall adhere to all laws relating to confidentiality of medical records.

1B.17.4 CONTRACTOR shall be responsible for the maintenance of all medical records. CONTRACTOR shall maintain all records in accordance with Title 15, California Administrative Code, Section 1205 and CMA accreditation guidelines.

1B.17.5 Pertinent medical information will be prepared to accompany all juveniles when transferring to other detention/correctional facilities.

1B.18 Reporting

1B.18.1 No later than the third Friday of the following month, CONTRACTOR shall submit to the County statistics and information on the month's activities. Included in the above reports shall be statistical reports concerning the use of psychotropic drugs.

1B.18.2 CONTRACTOR shall submit once annually a report to County of compliance with current California laws, regulations and codes relating to County's Detention Facilities.

1B.19 Quality Assurance Program :

1B.19.1 CONTRACTOR shall provide County with a copy of overall Quality Assurance plan and any updates or revisions of same. Within 90 days Quality Assurance plan will be adopted with the mutual concurrence of CONTRACTOR and County.

1B.19.2 CONTRACTOR shall maintain a comprehensive quality assurance plan during the term of the AGREEMENT.

1B.19.3 CONTRACTOR shall provide County upon request with statistical summaries of quality assurance activities.

**1B.20 Other Administrative Requirements:**

1B.20.1 CONTRACTOR shall be responsible for responding to juvenile grievances concerning medical care.

1B.20.2 CONTRACTOR shall be responsible for allowing medical personnel to testify concerning civil rights suits or any writs of habeas corpus filed by juveniles. CONTRACTOR must also respond in writing to Juvenile Institution Officers concerning any such writs of habeas corpus or federal civil rights suits.

**1B.21 Personnel Services:**

1B.21.1 CONTRACTOR shall develop and maintain up-to-date written policy and procedure, protocol, and reference manuals in compliance with CMA accreditation standards and CAC, Title 15.

1B.21.2 New policies and/or procedures will not be implemented or existing policies and procedures revised by either party without the mutual concurrence of CONTRACTOR and County.

1B.21.3 There will at all times be an employee of CONTRACTOR designated as liaison person in the absence of the Medical Director.

1B.21.4 CONTRACTOR will ensure that all of its new employees are afforded an orientation period.

1B.21.5 CONTRACTOR shall be responsible for time and attendance accountability and provide appropriate records to the County upon demand.

1B.21.6 CONTRACTOR will not be paid for staff positions that remain vacant for longer than thirty-days (30).

1B.21.7 CONTRACTOR shall provide in-service training for its personnel. Topics will be identified by the Program Manager who will also maintain records on subject matter and employee participation.

1B.21.8 County shall provide for the safety and security of CONTRACTOR's personnel in the same manner as provided for County employees working in the Detention Facilities.

1B.21.9 Copies of licenses and/or records of certification for all medical personnel are to be furnished by CONTRACTOR, who must at all times have them available for examination by County and/or by representative of the County.

1B.21.10 CONTRACTOR's staff shall safeguard all County property. Medical equipment shall be used only by those trained and qualified in its use, and CONTRACTOR shall be held responsible for any and all damage resulting from any act, negligence or carelessness on the part of CONTRACTOR's staff.

**1B.22 Juvenile Research Restrictions:**

1B.22.1 No research projects involving juveniles, 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 Chief Probation Officer or designee. The conditions under which research shall be conducted shall be agreed to by CONTRACTOR and the Chief Probation Officer or designees, and shall be governed by written guidelines. In every case, the written informed consent of each juvenile who is a subject of a research project shall be obtained, in addition to that of their parent or guardian, prior to the juvenile's participation as a subject.

**EXHIBIT 2 - MINIMAL COUNTY STAFFING PATTERN**

POSITION	S	M	T	W	T	F	S	HRS	FTE	FAC
Program Manager		8-4	8-4	8-4	8-4	8-4		40	1.0	Both adult/juv
Director of Nursing		8-4	8-4	8-4	8-4	8-4		40	1.0	Both adult/juv
L.V.N.	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail
L.V.N.	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail
R.N.	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail
P.A./FNP		7-3	7-3	7-3	7-3	7-3		40	1.0	Jail
Medical Record Supervisor		7-3	7-3	7-3	7-3	7-3		40	1.0	Jail
C.N.A.	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Jail
L.V.N.	1-9	1-9	1-9	1-9	1-9	1-9	7-3	56	1.4	Jail
R.N.	3-11	3-11	3-11	3-11	3-11	3-11	1-9	56	1.4	Jail
L.V.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Jail
C.N.A.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Jail
C.N.A.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Jail
R.N.	11-7	11-7	11-7	11-7	11-7	11-7	3-11	56	1.4	Jail
L.V.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Jail
C.N.A.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Jail
R.N.		6:30-2:30	6:30-2:30	6:30-2:30	6:30-2:30	6:30-2:30				
R.N.		6-2	6-2	6-2	6-2	6-2		40	1.0	J. Hall
CLERK/CNA		7-3	7-3	7-3	7-3	7-3		40	1.0	Y. Center
LVN		2-6	2-6	2-6	2-6	2-6		20	0.5	J. Hall
L.V.N. pill pass	AM/Noon/PM	8:30p	8:30p	8:30p	8:30p	8:30p	AM/Noon/PM	12-20	.30-.50	J.Hall/Y. Center

Medical Director/ Physician	40 hours To Be Determined	40	1	All
Psychiatrist				
Dentist	15 hours To Be Determined	15	0.38	Jail
Dental Assistant	16 hours To Be Determined	16	0.4	Jail
Physician On-Call	16 hours To Be Determined	16	0.4	Jail
Psychiatrist On-Call	24 hours a day, seven days a week			Both
MFT/LCSW	24 hours a day, seven days a week			Both
Psychiatric RN	20 hours per week			
Days	40 hours per week	20	0.5	Jail
Evenings	Adult: 6-10, 6-2, 7-3, 8-4, 10-6    Juvenile: 6-2, 6:30-2:30, 7-3, 2-6	40	1	Jail
Nights	Adult: 1-9, 3-11, 5-1			
	Adult: 11-7			

Exhibit 2

11) Contractual language to include a re-opener if Title XV or IMQ requirements require additional services during the contract term.

**RFP #10303 BAFO PRICING 01/23/12 PER STAFFING PATTERNS LISTED IN RFP EXHIBIT 2**  
Please fill in the costs for each row in the table below. Please be sure to include additional recommended costs on page two (add additional pages if needed). Costs should be based on the Staffing patterns in EXHIBIT 2.

**A1. ADULT DETENTION:**

A1.1 Please break down your cost structure per the amount quoted above as follows:

1<sup>st</sup> Year Medical Staffing Costs per EXHIBIT 2: \$3,021,679

Percent of increase for year two: % Medical CPI Percentage San Francisco/Oakland Feb. to Feb.

Percent of increase for year three: % Medical CPI Percentage San Francisco/Oakland Feb. to Feb.

Include a cost adjustment mechanism for census increases or decreases. Cost Adjustment Formula: Population 1065  
Per Diem Rate \$4.02

1<sup>st</sup> Year Administrative Costs: \$1,804,516

A1.2 Describe other adult detention healthcare services you recommend and include the position, facility, hours, and annual cost:

A1.3 TOTAL PRICE FOR FIRST YEAR OF SERVICES INCLUSIVE OF ALL COSTS EXCEPT IRREVOCABLE LETTER OF CREDIT: \$4,826,195

(Please include the estimated cost for the 1<sup>st</sup> year of the \$1.5 million dollar Irrevocable Letter of Credit separately at the end of this Pricing Sheet)



**PRICE PROPOSAL FOR MONTEREY COUNTY  
INMATE HEALTHCARE SERVICES FOR  
JUVENILE DETENTION FACILITIES  
BEST AND FINAL PRICE PROPOSAL DATED JANUARY 27, 2012**

The comprehensive medical services price proposal provided on the following pages is based upon the following assumptions. This best and final price proposal supersedes and replaces our prior price proposal dated June 27, 2011 and all assumptions are set forth herein.

- 1) Provision of the staffing plan as provided with this proposal.
- 2) Based on serving a population of 160 juveniles.
- 3) A per diem charge of \$3.02 for an ADP of over 160 juveniles on a quarterly basis.
- 4) Per diem charge is intended to cover variable costs only. If the population significantly increases, it is possible that additional staffing may be needed and can be negotiated separately.
- 5) Medical/ Surgical Inpatient episode catastrophic limit of \$15,000.
- 6) Provision of 4011.6 and 4011.8 evaluations for juveniles in custody.
- 7) No responsibility for off-site or on-site mental health services to include diagnostics and pharmaceuticals ordered by county mental health staff.
- 8) Annual percentage increase based on the Urban wage earners and clerical workers San Francisco/Oakland/San Jose medical care CPI percentage change from February to February of each year. The percentage change will apply to the base price and the per diem rate.
- 9) Provision of current insurance program.



**J1. JUVENILE DETENTION:**

J1.1 Please break down your cost structure per the amount quoted above as follows:

1<sup>st</sup> Year Medical Staffing Costs per EXHIBIT 2: **\$419,745**

Percent of increase for year two: %

**Medical CPI Percentage San Francisco/Oakland Feb. to Feb**

Percent of increase for year three: %

**Medical CPI Percentage San Francisco/Oakland Feb. to Feb**

Include a cost adjustment mechanism for census increases or decreases. Cost Adjustment Formula: Per Diem Rate \$3.02

Population 160

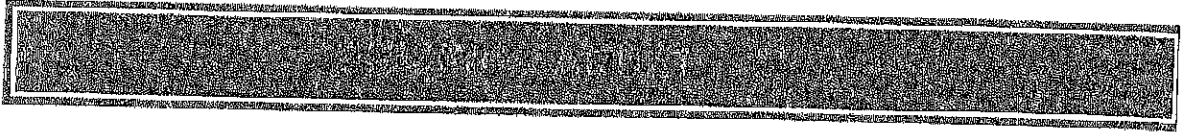
1<sup>st</sup> Year Administrative Costs: **\$227,168**

J1.2 Describe other juvenile detention healthcare services you recommend and include the position, facility, hours, and annual cost:

J1.3 TOTAL PRICE FOR FIRST YEAR OF SERVICES INCLUSIVE OF ALL COSTS EXCEPT IRREVOCABLE LETTER OF CREDIT: **\$646,913**

(Please include the estimated cost for the 1<sup>st</sup> year of the \$1.5 million dollar Irrevocable Letter of Credit separately below)

Estimated CONTRACTOR cost for \$1,500,000 Irrevocable Letter of Credit for a one (1) year period only: **\$15,000**



**PRICE PROPOSAL FOR MONTEREY COUNTY  
INMATE HEALTHCARE SERVICES FOR  
ADULT DETENTION FACILITIES  
BEST AND FINAL PRICE PROPOSAL DATES JANUARY 27, 2012**

The comprehensive medical, mental health and dental services price proposal provided on the following pages is based upon the following assumptions. This best and final price proposal supersedes and replaces our prior price proposal dated June 27, 2011 and all assumptions are set forth herein.

- 1) Provision of the staffing plan as provided with this proposal.
- 2) Based on serving a population of 1050 adults.
- 3) A per diem charge of \$4.02 for an ADP of over 1050 adults on a quarterly basis.
- 4) Per Diem charge is intended to cover variable costs only. If the population significantly increases it is possible that additional staffing may be needed and can be negotiated separately.
- 5) Medical/ Surgical inpatient episode catastrophic limit of \$15,000.
- 6) Our current agreement includes a \$20,000 annual aggregate limit for HIV medications. This proposal increases the annual aggregate limit for HIV medications to \$30,000 commencing July 1, 2012.
- 7) Provision of 4011.6 and 4011.8 evaluations for inmates in custody.
- 8) No responsibility for off-site mental health costs.
- 9) Annual percentage increase based on the Urban wage earners and clerical workers San Francisco/Oakland/San Jose medical care CPI percentage change from February to February of each year. This percentage will apply to the base price and the per diem rate.
- 10) Provision of current insurance program.

## ATTACHMENT B: BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the 1st of April, 2012, by and between the COUNTY OF MONTEREY, hereinafter referred to as "Covered Entity", and California Forensic Medical Group, Inc. (CFMG), hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the County of Monterey to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy Rule (the agreement evidencing such arrangement is entitled \_\_\_\_\_ and is hereby referred to as the "Arrangement Agreement"); and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

### I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information,

that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

## II. CONFIDENTIALITY REQUIREMENTS

(a) Business Associate agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule; and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;

(ii) at termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

- (i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:
    - (A) the disclosure is required by law; or
    - (B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
  - (ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- (c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule. Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

### III. AVAILABILITY OF PHI

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

#### IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.

#### V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of California. 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.

The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

COUNTY OF MONTEREY

By: 

CONTRACTS/PURCHASING OFFICER  
COUNTY OF MONTEREY

Title: \_\_\_\_\_

Date: 3-27-12

BUSINESS ASSOCIATE:

By: Dan Nustedt

Title: V.P. Finance

Date: 3-8-2012