County of Solano
Standard Contract

CONTRACT NUMBER:
(Dept., Division, FY, #) 50-0493

BUDGET ACCOUNT:
6598

SUBOBJECT ACCOUNT:
2245

1. This Contract is entered into between the County of Solano and the Contractor named below:

   CALIFORNIA FORENSIC MEDICAL GROUP

   CONTRACTOR'S NAME

2. The Term of this Contract is:

   November 1, 2014 through June 30, 2017

3. The maximum amount of this Contract is:

   $ 29,500,000

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

   Exhibit A – Scope of Work

   Exhibit B – Payment Provisions

   Exhibit C – General Terms and Conditions

   Exhibit D – Special Terms and Conditions

This Contract is made on November 1, 2014.

CONTRACTOR	COUNTY OF SOLANO
CALIFORNIA FORENSIC MEDICAL GROUP CONTRACTOR'S NAME	[signature] 11/5/14 AUTHORIZED SIGNATURE DATED
[signature] 10-29-2014 SIGNATURE DATED	**COUNTY ADMINISTRATOR** TITLE
DAN HUSTEDT PRINTED NAME	**530 UNION AVENUE, SUITE 100** ADDRESS
CHIEF ADMINISTRATIVE OFFICER TITLE	**FAIRFIELD** **CA** **94533** CITY STATE ZIP CODE
2511 GARDEN ROAD, SUITE A160 ADDRESS	Approved as to Content: [signature] 10-30-2014 DEPARTMENT HEAD OR DESIGNEE DATED
MONTEREY **CA** **93940** CITY STATE ZIP CODE	Approved as to Form: [signature] 10-30-2014 COUNTY COUNSEL DATED

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

Contractor agrees to provide the services requested by County in its Request for Proposal Q201-0103-14 ("RFP") and as set forth in Contractor's proposal dated February 20, 2014 ("Proposal"), both of which are incorporated into this Contract by this reference.

More specifically, Contractor will perform the work activities set forth below.

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. Provide on-site medical services to identified inmates housed within the County Adult Detention Facilities (together the "Facility") primarily for continuity of care, address acute symptoms and/or conditions, and to avoid preventable deterioration of health while in confinement. Perform all requirements of the "health administrator" and "responsible physician" under the applicable provisions of the California Code of Regulations, Title 15, Article 11 *Medical/Mental Health Services* and adhere to all policies and perform all applicable procedures as outlined in the Facility Health Care Procedures Manual.
   A. Health Care Procedures Manual
      Maintain a facility-specific health services manual of written policies and procedures that address all health care related tasks and standards applicable to the Facility. Develop an annual process to update policy and procedures and/or protocols related to, but not limited to, medical health requirements and assurance of adequacy of health care services, mental health requirements, out-of-Facility treatment, transfer of records between facilities and/or specific physicians, confidentiality of health records, management of communicable diseases, access to first aid and emergency services, health screening and monitoring, use of voluntary and involuntary psychotropic medications, and pharmaceutical management.
   B. Medical Evaluation
      Contractor shall conduct a medical evaluation on all inmates identified through the intake health screening process identified by Custody as having possible medical and/or mental health issues. The medical evaluation consists of a medical screening for the purpose of early identification and appropriate referral for those identified with current illness or chronic health problems, potential mental health issues, medication needs, communicable diseases, substance use, or those that may be developmentally delayed. The medical screening shall identify problems to be considered in the classification, treatment and the multi-disciplinary management of the inmate while in custody and in pre-release planning.
   C. Health Inventory and Communicable Disease Screening
      When required, complete a gender specific health history and communicable disease screening on all inmates within 14 days of arrival at the Facility. Communicable disease screening shall include at a minimum, screening for tuberculosis (Tb) and other diseases in accordance to the findings of the health inventory and prevalence data for the local community. The extent of communicable disease screening shall be determined by the responsible physician in collaboration with local public health officials. Individuals returning to custody shall have vitals signs and communicable disease screening repeated. Tb testing will be repeated for individuals who have been out of custody for three months or longer. At the time of the initial Health Inventory the inmate shall also be screened for rape and sexual assault detection and prevention. The detection screening will be repeated at the six month and annual physical examinations. The Health Care Procedures Manual outlines current referrals and actions.
   D. Treatment Plans
      Develop a written individualized treatment plan for inmates requiring close medical

supervision, including chronic and convalescent care, and will include directions to Contractor personnel and Facility staff regarding their roles in the care and supervision of these inmates. Contractor will refer inmates with medical conditions identified during intake screening or returning to the jail from off-site hospitalization for evaluation by the responsible physician who will be responsible for developing and documenting an individualized plan of treatment. Treatment plans shall include housing, dietary needs, medication, observation and monitoring, follow-up referral and/or evaluations as appropriate. When necessary, modify the treatment plan to include recommended course of treatment from off-site specialists (e.g., OB/GYN and Orthopedics). Contractor will inform the Facility manager or his/her designee of aspects of the treatment plan which involve custody staff participation, (e.g. housing, observation, and transportation).

E. Continuity of Care
Provide inmates with continuity of care from admission to discharge while in the Facility, including referral to community health care when indicated and a release prescription for a two-week supply of medication when appropriate. Contractor shall complete a Transfer of Medical Information form when an inmate is transferred to another detention facility.

F. Release Plan
Contractor shall develop individualized release plans for inmates that have been receiving ongoing health care services and communicate release plans to inmates. Prior to their release to the community, Contractor shall meet with the inmate being released and provide inmate with a copy of the discharge plan.

G. Sick Call
Establish a mechanism for inmates to convey requests for emergency and non-emergency health care services, including opportunities for both written and verbal communications. Contractor shall collect, process and document inmate health complaints on a daily basis, prioritizing complaints in accordance with the Health Care Procedures Manual. Contractor shall triage and treat health complaints as appropriate. Contractor shall see urgent requests immediately and will schedule routine requests for the next sick call, or no later than three days after the request was made. Retain all health care request records in inmate's medical file.

H. Communicable Diseases
Perform on-site communicable disease screening as part of the routine health appraisal. Contractor shall work with the County Public Health Officer to identify communicable disease priorities. Inmates identified as having or suspected of having a communicable disease will be treated in accordance with the guidelines in the Health Care Procedures Manual as approved by the County Public Health Officer. Contractor shall notify the County Public Health Officer of any reportable communicable diseases. Communicable disease outbreaks within the Facility will require collaboration with and assistance and direction from the County Public Health Officer.

I. Drug and Alcohol Services
(1) Response. Evaluate and respond to inmates exhibiting signs of drug or alcohol intoxication or withdrawal reactions, or appear to show symptoms of drug ingestion in accordance with the Health Care Procedures Manual. Contractor shall take vital signs, observe inmate's level of consciousness; and question the inmate regarding history of alcohol-related seizures and other pertinent medical conditions. Contractor shall medically supervise intoxicated inmates, upon admission to the Facility or discovery, not less than once every four hours (when on-site) until the inmate is no longer considered intoxicated. Contractor shall evaluate inmates who might be experiencing withdrawal symptoms and refer to the appropriate health care provider if withdrawal symptoms are present. Contractor shall transfer an intoxicated inmate to an acute care

facility if the inmate condition worsens based on criteria developed by the medical director as outlined in the Health Care Procedures Manual.

(2) Methadone. Inmates who are booked and are on a methadone maintenance program will be allowed to continue their treatment until they are sentenced as provided by their methadone treatment facility.

(3) Educational Services. Contractor shall provide on-site drug and alcohol education, on an individual basis, to inmates who have been treated for chemical dependency during their detention. Additionally, Contractor shall refer substance abusing inmates to community resources upon release from the Facility.

J. Care of Pregnant Inmates

(1) Obstetric Care. Refer and schedule inmates requiring routine obstetric care with an off-site OB/GYN specialist and provide prenatal and postnatal care in accordance with their recommended course of treatment, including but not limited to, necessary vitamins, childbirth education, and prenatal, postpartum, and infant care information.

(2) Family Planning. Comprehensive family planning counseling shall be provided to inmates to include planning for their unborn child (i.e., adoption, abortion, or family care).

(3) Lactation Consulting. Provide educational counseling for inmates desiring to breast feed to include activity, safety precautions and nutrition.

(4) Substance Abusing Inmates. Evaluate opiate addicted pregnant inmates as soon as possible. Guidelines established within the Facility Health Care Procedures Manual will be followed to determine the course of treatment with consultation from the specialty provider.

K. Outpatient Housing Unit

Provide intermittent, sub-acute skilled nursing care for selected inmates housed in the designated outpatient housing unit and observe inmates in accordance with the Health Care Procedure Manual.

L. Off-Site Medical Services

Due to Facility limitations, Contractor shall set up a treatment network to include a local hospital, the County clinic, and local licensed specialists. The treatment network shall perform all required services beyond the on-site capability of the Facility. Contractor shall authorize all off-site service referrals with the exception of life-threatening emergencies. Contractor is not responsible for elective and/or cosmetic procedures and treatment of conditions that will not adversely affect inmate while in confinement. Additionally, Contractor will not be financially responsible for court-ordered off-site referrals unless Contractor requested court order resulted from lack of inmate consent.

M. Emergency Services

If a medical emergency is reported, Contractor's on-site employees shall respond immediately to the situation, assessing the inmate's condition and performing appropriate measures. Contractor will have a medical provider on-call 24 hours per day, seven days per week for emergency phone consultations and/or site responses.

N. Medical Transportation

If an inmate requires services, Contractor shall arrange for transfer to an appropriate off-site facility. Inmates requiring emergency services shall be transported by ambulance and inmates requiring non-emergency services shall be transported by County vehicle. Contractor shall authorize all emergency transportation costs with the exception of life-threatening emergencies.

O. Health Care Records

Maintain complete, accurate, legible, individual and dated health records in compliance with California State regulations and consistent with community standards of practice. Direct orders shall be recorded in the inmate's health record, written and signed by a physician or

health trained professional authorized by law to give such orders. Verbal orders shall be documented as such in the inmate's health record and countersigned by the responsible physician within the appropriate timeframe established in the Health Care Procedures Manual. Access to the medical health records shall be controlled by Contractor personnel and safeguarded in the locked medical wing area separate from Facility confinement records.

P. Inmate Support
Educate inmate regarding their diagnosis and prognosis and communicate applicable medical health recommendations.

2. Provide on-site mental health services to inmates primarily for stabilization of inmates and the prevention of psychiatric deterioration in the facility setting. On-site mental health services shall include screening, evaluation, diagnosis, treatment and referral services.
   A. Mental Status Assessment
   Review inmate's medical files and diagnostic lab data, consult with inmate's regular psychiatrist when applicable, and interview the inmate to complete a mental status assessment and determine the appropriate course of treatment. The assessment shall be completed within 14 days of the inmate's incarceration by a qualified mental health professional. All new inmates shall be observed and queried for signs or presence and history of mental illness, including suicidal behavior/ideations, irrational behavior, and violent or self-destructive behavior, and use of medication for psychiatric treatment.
   B. Mental Health Care Treatment Plan
   Contractor will develop a written individualized treatment plan for inmates requiring close mental health supervision and will include directions to Contractor medical employees regarding their roles in the care and supervision of these inmates. Treatment plans shall include medication, observation and monitoring, follow-up referral and/or evaluations as appropriate.
   C. Use of Safety Cells/Restraint Devices
      (1) Safety Cells. Contractor shall evaluate inmates placed in safety cells. The safety cells will be used for housing individuals who pose a threat to themselves or others, or display bizarre behavior which results in the destruction of property or intent to cause self-harm. An individual will be placed in safety cells only with the approval of the Facility Commander. Contractor shall provide a medical opinion as soon as possible but no later than 6 hours of placement in a safety cell. Contractor shall provide a mental health evaluation within 24 hours of placement. Contractor shall perform a medical clearance for continued retention every 6 hours thereafter.
      (2) Restraints. Contractor shall evaluate inmates placed in restraints upon placement and again within 4 hours. Health Care Procedures Manual requires that an inmate be transferred to the emergency room if he/she can not safely be removed from restraints within 4 hours of placement.
   D. Monitoring Inmates in Segregation
   To prevent depression, suicidal behavior and/or a digression of physical well-being, Contractor shall evaluate inmates placed out of the general population in isolated cells for any reason three times per week to assess their physical and mental status. Evaluation will include notation of any bruises or self-inflected injuries and comments on the inmate's general attitude and outlook. Contractor shall place a notation in each inmate's chart after observation, to include date, time, findings, and name of evaluator.
   E. Mental Health Housing Units
   Contractor shall provide concentrated mental health services to selected inmates who are housed in a designated mental health housing unit. Selected inmates are those identified to participate in social interaction groups or one-on-one interactions. Treatment goals may include development of self-understanding, self-improvement and to develop skills to cope

with and overcome disabilities associated with various mental disorders. These services will be done in cooperation and collaboration with Custodial Officer support.

F. Crisis Services

Contractor's on-duty medical employees shall initially handle crisis interventions and management of acute psychiatric episodes. Inmates in crisis shall then be referred to the Contractor mental health personnel for further evaluation and treatment.

Crisis Intervention. Provide psychiatric counseling services in accordance with the Health Care Procedures Manual. In the event that Contractor mental health employees are not on-duty and Contractor's medical employees are unable to stabilize the inmate, Contractor shall refer inmate to County's Mental Health Division.

Management of Acute Psychiatric Episodes. Inmates exhibiting behaviors consistent with section 5150 of the California Welfare and Institutions Code, shall be immediately referred to County's Mental Health Division for evaluation for emergency psychiatric hospitalization based on perceived inmate's danger to self, danger to others, and/or grave disability. Inmates that are brought into Custody that have an active 5150 request written by the arresting agency, shall be immediately referred to County's Mental Health Division for evaluation.

G. Off-site Psychiatric Treatment

Due to Facility limitations, inmates requiring inpatient psychiatric care will be placed by County in an appropriate short-term psychiatric facility. Contractor is not financially responsible for the cost of inpatient psychiatric care. Contractor shall follow up on inmate status with off-site psychiatric facilities for inmates whose psychiatric needs exceed the treatment capacity of the Facility.

H. Medication Support

New Evaluations. In Contractor's professional judgment, prescribe psychotropic medications as needed and in dosages appropriate to the inmate's need. Assessment and diagnosis must support the administration of psychotropic medications.

Re-evaluations. Evaluate inmate's current prescribed psychotropic medications and in Contractor's professional judgment make any necessary adjustments including, but not limited to, change of dosage or prescribe new medication.

I. Mental Health Records

Maintain complete, legible, individual and dated mental health records in compliance with California State regulations and consistent with community standards of practice. Mental health records shall be retained in each inmate's confidential health file.

J. Inmate Support

Educate inmates regarding their diagnosis and prognosis and communicate applicable mental health recommendations. Inmates shall be informed of the expected benefits, potential side effects and alternatives to psychotropic medications.

K. Release Plan

Contractor shall develop individualized release plans for inmates that have been receiving ongoing mental health care services and communicate release plans to inmates. Prior to their release to the community, Contractor shall meet with the inmate being released and provide inmate with a copy of the discharge plan.

L. Partnership

Contractor shall develop partnerships with County's Mental Health Division and local community providers to coordinate transition and/or release of inmate. Contractor shall attend periodic stakeholder meetings.

3. Provide on-site dental treatment to inmates as necessary to respond to acute conditions and to avert adverse effects on the inmate's health.

A. Dental Appraisal

Perform on-site dental screening of inmates as part of the routine health appraisal.

B. Complaints and Requests for Treatment
Respond to complaints and requests for treatment in accordance with the guidelines in the Health Care Procedures Manual. Contractor will triage and prioritize inmates and schedule them to see the dentist as soon as possible but no later than three weeks from the time the complaint was made. Emergency cases will be seen as soon as possible.

C. On-site Dental Treatment
Under the direction of a licensed dentist, treat inmates for acute infections and pain relief resulting from toothaches, broken, loose or knocked out teeth, abscesses, dry sockets after extractions, and other conditions; extract unsalvageable teeth, repair injured or carious teeth, and remove irritant conditions that may lead to malignancies (if confinement is prolonged).

D. Off-site Dental Treatment
Due to Facility limitations, Contractor shall set up a treatment network to include the County dental clinic and local licensed dental practitioners. The treatment network shall perform all required services beyond the on-site capability of the Facility. Contractor shall authorize all off-site service referrals.

E. Dental Treatment Limitations
Dental treatment provided is in consideration of the inmate's condition, needs and anticipated release date. Contractor is not responsible for elective and/or cosmetic procedures and treatment of conditions that will not adversely affect inmate while in confinement.

F. Dental Hygiene
Provide dental hygiene services annually to inmates who been in custody for more than one year to include annual cleaning, inmate education, and on-going preventative assessments.

G. Dental Records
Maintain complete, accurate, legible, individual and dated dental records in compliance with California State regulations and consistent with community standards of practice. Dental records shall be retained in each inmate's confidential health file.

4. Provide other services as appropriate.

A. Diagnostic Services
Provide diagnostic services and procedures (i.e., laboratory, x-ray, MRI, CAT scans, EEG, ultrasound, and other specialty or ancillary services) as medically indicated. Contractor shall perform services and procedures on-site when possible; however, the County is aware many of the services and procedures require inmate transfer to an off-site facility when licensed specialists and specialized equipment are needed. Contractor shall coordinate inmate transportation with County to and from Facility for scheduled off-site appointments. County Contractor shall collect and handle specimens and arrange to transport them to a statewide laboratory for processing.

B. Pharmaceutical Management

(1) Administration. Purchase, store, control, dispense, and administer all pharmaceuticals in accordance with State regulations and the Health Care Procedures Manual. Purchase all pharmaceuticals prescribed under this Contract. All pharmaceuticals will be available within twenty-four hours and emergency medications within four hours. With the exception of over-the-counter medications, medications shall be administered only in accordance with direct or standing physician orders. Each nurse who administers medications shall verify the identity of inmates receiving medications, the proper dose and the correct time. Except for inmates under the self-administration program, inmates shall take medications in the presence of the nurse and a correctional officer.

(2) Self-Administration. Contractor and County shall monitor inmates who are self-administering medications through the self-administration program.

(3) Storage and Inventory. All pharmaceuticals will be stored in locked cabinets within a secure area. Controlled substances and syringes will be inventoried in accordance with the Health Care Procedures Manual.

(4) Oversight. Contractor shall employ or subcontract with a licensed pharmacist to oversee the pharmacy services, develop formularies using items commonly found in the correctional industry, and conduct annual on-site inspections. Contractor shall submit a written annual report on the status of pharmacy services in the Facility.

(5) Release Prescriptions. When provided for in an inmate's pre-release plan, Contractor shall provide the inmate with a 14 day release prescription. In the event that the inmate is "indigent", meaning the inmate has no coverage under his/her medical insurance plan or is not eligible for MediCal at the time of release and the inmate does not have the ability to self-pay, Contractor shall instruct inmate to fill prescription at a County-designated local pharmacy. Prescription shall clearly indicate "release meds" and County's account number. County shall be financially responsible for all release medications up to the 14 day period. Should inmate be released to a community program that requires a 30 day prescription, program shall be financially responsible for days 15 through 30.

(6) Training. Contractor shall train all personnel administering medications in the handling, packaging, administering and recording of medications.

C. Communicable Infections
Treat ecto-parasitic infestations (e.g., lice and nits) on an individual basis in accordance with the Health Care Procedures Manual to prevent the spread of communicable conditions within the Facility.

D. Health Promotion and Disease Prevention
Provide medical preventative maintenance, screening and education to inmates at the Facility. Inmates shall receive health education materials and educational opportunities on a regular ongoing basis during health visits. Topics include, but are not limited to, sexually transmitted diseases, HIV/Aids, tuberculosis, alcohol and drug abuse, prenatal care, diet and nutrition, and family planning. Education services will comply with California Medical Association's Institute of Medical Quality standards.

E. Reproductive Services
Upon request, provide inmates with oral contraceptives or alternative methods of contraception and family planning counseling with a local community partner.

F. Prostheses and Orthopedic Devices
Provide appropriate medical prostheses, eyeglasses, and hearing aids when the health of the inmate would be adversely affected without the device as determined by Contractor.

G. Emergency Response
Provide emergency first aid with a goal of stabilization to County staff and visitors within the confines of the Facility. Additionally, Contractor shall arrange for transfer to an appropriate off-site facility.

H. First Aid Kits
Approve the content and location of all first aid kits, perform periodic inspections and refill and/or replace first aid kit items. Document the inspection in accordance with the Health Care Procedures Manual. Verify the number and location of first aid kits to the Facility emergency plan diagram.

I. Therapeutic Diets
Write medical order for inmates to receive special diet meals based on their medical condition. Communicate order and instructions to Facility and monitor inmates on medical diets for compliance.

J. Hazardous Materials
Provide appropriate containers to store and dispose of all contaminated and bio-hazardous

waste.

K. Inmate Workers

(1) Food Handlers. Conduct communicable disease and TB screening of inmates who are assigned to work in food service areas of the Facility, evaluate and determine clearance prior to inmate starting kitchen duties.

(2) Work Crews. Conduct screening of inmates who are assigned to work crews, evaluate and determine clearance prior to inmate starting work.

5. Staffing

Contractor shall staff the Facility with medical, mental health, and dental professionals commensurate with their job duties at the full time equivalent level and classification as required for Contractor to fulfill their responsibilities under this Contract. Contractor's staffing pattern shall comply with Title 15 of the California Code of Regulations and the California Medical Association's Institute for Medical Quality standards.

A. Classifications and Descriptions of Duties

1.0 FTE Program Manager. Provides oversight to all operations, recruits and supervises staff, and oversees the quality assurance program, and oversees daily health care activities.

1.0 FTE Director of Nursing. Hires, trains, and schedules nursing and administrative personnel, oversees the quality assurance activities, and coordinates the daily health care activities.

1.0 FTE Administrative Assistant. Assists the Program Manager and the Director of Nursing, supervises the medical records clerks and Medical Assistants, gathers statistical data, purchases supplies, and copies records.

1.0 FTE Medical Director/Physician. Responsible for the medical program, monitors services, reviews and countersigns medical records, performs sick call, oversees the chronic care clinics, participates in the quality assurance audits, and is a member of the Quality Assurance Committee.

11.2 FTE Registered Nurse. Responsible for coordinating daily workload of LVN and clerical staff, communicating with the on-call provider, on-duty correctional staff, and Program Manager/Director as needed. The RN is also responsible for triaging sick call requests, responding to the Receiving area and man down calls. Provides and supervises nursing care for all inmates housed in the outpatient housing unit, monitors the health condition of those in sobering cells, restraints, and safety cells.

11.2 FTE Licensed Vocational Nurse. Preparing and administer medications, perform treatment, transcribe orders, respond to emergencies and assist with health appraisals as needed.

3.0 FTE Licensed Clinical Social Worker. Responsible for crisis intervention, grief counseling, group counseling, socialization of mentally ill, evaluating individuals for suicide potential, and conducting assessments. In addition, they will be responsible for coordinating care with community providers for continuity of care purposes.

0.8 FTE Psychiatrist. See referrals, conduct assessments, sign charts, and prescribe psychotropic medications. Responsible for medication evaluation and monitoring, crisis intervention and overseeing the work provided by the mental health staff.

2.4 FTE Psychiatric Registered Nurse. Responsible for crisis intervention, medication monitoring, referral of services and assessments.

0.8 FTE Dentist. Oversees the dental services provided, conducts assessments, provides dental care to individuals.

0.2 FTE Dental Hygienist. Performs prophylactic dental cleanings, examinations, and education to individuals.

1.2 FTE Dental Assistant. Provides chairside assistance to dentist during dental care, maintains dental equipment, orders supplies, maintains hazardous materials (chemical

developer, amalgam, radiation exposure, etc) and sterilization programs.
2.8 FTE Physician's Assistant/Family Nurse Practitioner. Responsible for daily sick call, chronic care clinics, respond to man-down calls, perform minor surgical procedures and serve as a resource to the medical and custody staff. The PA/FNP will refer patients to the physician as indicated and communicate with the physician on a regular basis.
2.9 FTE Clerk/Medical Assistant. The clerical aspect of the positions will be responsible for maintaining the medical records system, assist in clerical duties, filing, processing records requests, scheduling of off-site medical appointments, and coordinating the movement of medical records between the facilities. The medical assistant's role will be responsible for performing treatments, lab draws, and assisting with health appraisals and medical procedures.

B. On-Call
Provide on-call medical and mental health services 24 hours a day / 7 days a week / 365 days a year. Contractor shall use a physician and a psychiatrist to meet its on-call consultation obligations.

C. Relief
Provide relief staffing when necessary to cover any vacation or sick days to ensure Contractor meets the daily staffing patterns. Contractor may not over staff certain days to offset for understaffed days.

D. EMR Positions
Contractor shall add 1.4 FTE Registered Nurses and 2.0 FTE Clerks/Medical Assistants to assist in the development and implementation of the electronic medical records system. County understands that these positions are temporary as they relate to the project and within one year after implementation, Contractor, at its discretion, may release or reassign project staff.

E. Change in Staffing Levels
Should the inmate average daily population change significantly, County and Contractor may renegotiate staffing levels to maintain services and Contractor shall enumerate new levels in a written staffing plan. Contractor shall implement any new staffing plan within 30 days of County's written acceptance. In anticipation of increased inmate ADP, Contractor proposed a staffing pattern for 1,100 ADP or Tier 2 plan.

F. Time Sheet
Contractor shall be responsible for time and attendance accountability and provide appropriate time records to County upon reasonable demand.

6. Health Supplies and Equipment
Provide all medical tools, instruments, equipment, supplies, materials, and resource manuals along with all office supplies, forms, and equipment necessary to fulfill Contractor responsibilities. Contractor shall safeguard all existing County-owned medical tools, instruments and equipment and replace said as needed. Contractor shall assume the responsibility and maintenance cost for Contractor-owned equipment.

7. Health Information
As needed, share inmate's health information with, to the extent allowed by law, multi-disciplinary agencies (e.g., the court, supervision staff, and correctional staff). The nature and extent of information shared shall be appropriate to treatment planning, pre-release arrangements for continuing medical health care, mental health care, program needs, management of the Facility, maintenance of security, and preservation of safety and order.

8. Administrative Meetings
Contractor will participate in on-going administrative meetings with representatives from the

Solano County Sheriff's Department. In addition, Contractor shall provide consultation service on any and all aspects of the health care delivery system at the Solano County Detention Facilities, including evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new facilities, alternative pharmaceuticals and other systems, and on any other matter relating to the provision of comprehensive health care services.

9. Health Care Service Delivery Information
   When applicable, provide required Facility information to appropriate parties for California Medical Association's Institute of Medical Quality accreditation, Board of State and Community Corrections' inspections, Grand Jury inspections, quality assurance reviews and peer reviews.

10. Professional Service
    Provide testimony at hearings and depositions when subpoenaed by Court and/or requested by the County.

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Perform all requirements of the "facility administrator" under the applicable provisions of the California Code of Regulations, Title 15, Article 11 *Medical/Mental Health Services.*

2. Conduct a defined, systematic inquiry and observation intake health screening on all inmates immediately upon arrival at the Facility in accordance with the Health Care Procedures Manual. Screening procedures shall address medical, dental, and mental health concerns that may pose a hazard to the inmate or others in the Facility, as well as health conditions that require treatment while the inmate is in the Facility. Refer inmates to Contractor whose screening results identify possible medical and/or mental health issues, requiring a medical evaluation.

3. When applicable, receipt of inmate's medical transfer form conducted by the sending facility outside the County detention system or a written health care clearance prepared by the sending facility within the County detention system.

4. Make identified inmate classification information available to Contractor as needed to develop individualized treatment plans.

5. Inquire and make observations regarding the health of each inmate and inform Contractor of any concerns.

6. Transport inmates to off-site medical, mental health, and dental facilities for all non-emergency and limited emergency medical conditions in accordance with the Health Care Procedures Manual.

7. When circumstances dictate in accordance with the Health Care Procedures Manual, monitor inmates placed in safety cells and when appropriate, place inmates in restraint devices.

8. Provide Contractor with listing of segregated inmates and their housing assignments.

9. Assist Contractor with monitoring inmates on medication for side effects and report any concerns to Contractor.

10. Notify the Coroner of an inmate death upon discovery and the inmate's next of kin.

11. Notify the inmate's next of kin when the inmate's condition is deemed serious.

12. Provide Contractor with adequate facilities for Contractor to fulfill their responsibilities. County will provide space and furniture in a separate area of the Facility.

13. Provide mutually agreed upon security support when appropriate so that the safety of the Contractor is not at risk and that Contractor is given adequate access to provide services under this Contract.

14. Provide space and accessories for the secure storage and controlled administration of all legally obtained drugs.

EXHIBIT B
PAYMENT PROVISIONS

1. **TOTAL COMPENSATION**
   Maximum compensation for medical, mental health, and dental services shall not exceed the amount in section 3 of the Standard Contract. Compensation shall include payment for services rendered in accordance with Exhibit A.

   Contractor shall not be entitled to, nor receive from the County, any additional consideration, compensation, wages, or other remuneration for services rendered under this Contract other than that which is set forth in this Exhibit B.

   The Contractor is not guaranteed to be paid the maximum compensation during the term of this Contract, or during any extension periods.

2. **METHOD OF PAYMENT**
   Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor, on or before the tenth calendar day of each month, in annualized equal monthly installments up to the maximum amount provided for above. Contractor shall submit monthly invoices on or before the twenty-fifth calendar day of each prior month to ensure timely payment and that County expenditures are recorded in the proper period. Monthly invoices shall be dated the first day of the service month, with payment terms of Net 10. Invoice shall include a company logo, invoice date, invoice number, description of services, period of service, and installment amount or per diem charge. Invoices should be sent to Solano County Sheriff's Office, Accounts Payable, 530 Union Avenue, Suite 100, Fairfield, CA 94533.

3. **BASE YEAR, PRICE AND PER DIEM RATE**
   The base year is July 1, 2014 through June 30, 2015. The annualized base price is $9,292,525; however, the first year expenditures are projected at $6,195,017 (prorated for the remaining 8 months of the base year). The base price was calculated using an average daily facility population of 950 inmates. The base per diem rate is $6.09 per day per inmate over the static 950 average daily facility population.

4. **ANNUAL PRICE ADJUSTMENT**
   The annualized base price and base per diem rate are firm for the base year of the Contract, beginning July 1, 2014 and ending June 30, 2015. The price and per diem rate for each subsequent twelve-month period shall be increased by three percent (3%) over the then-current price and per diem rate effective each following July 1. Monthly installments and per diem rate may not be increased or decreased during, and shall remain firm for, any such 12-month period.

5. **PER DIEM CHARGES**
   Facility capacity equals 1444 inmates (702 for the Justice Center Detention Facility, 379 for the Claybank Detention Facility, and 363 for the new Stanton Correctional Facility). The County will be responsible for per diem charges when any quarterly average daily facility population exceeds the static 950 average daily facility population. Quarters are mutually agreed to be July-September, October-December, January-March, and April-June. The County shall provide Contractor with daily population numbers on a monthly basis. Contractor shall compute any per diem charges and invoice County quarterly. County shall pay Contractor within 30 days of the close of the quarter.

6. **PER DIEM REIMBURSEMENT**
   Should the quarterly average daily facility population in any quarter be less than 950, Contractor shall

pay to the County a reverse per diem at the per diem rate set forth in section 5 above. Contractor shall be responsible for the per diem reimbursement up to 100 inmates, at an average daily facility population floor of 850. Contractor shall compute any per diem reimbursement and shall remit payment to County quarterly within 30 days of the close of the quarter.

7. **CONTRACTOR VACANCIES**
Contractor may utilize professional employment agencies (i.e., Nurses Registry) to temporarily fill vacant positions. In the event Contractor is unable to maintain staffing at the level outlined in Section 5 of Exhibit A under Contractor Responsibilities, due to specific position vacancies that remain vacant for more than 14 days, Contractor shall reduce the monthly invoice or pay County an amount equal to the vacant position wage rate during the period of vacancy.

8. **OPERATIONAL CHANGES**
County and Contractor shall revisit service needs with the opening of the new Stanton Correctional Facility and/or other operational changes that would impact medical, mental health, and/or dental services (e.g., change in ADP). Should Contractor staffing levels change as a result of operational changes, County and Contractor may renegotiate the annual service cost to cover the change in staffing levels including the implementation of Tier 2.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. WARRANTY

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract

and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Professional Liability or Malpractice insurance coverage.

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

(1)	General Liability: (Including operations, products and completed operations.)	**$5,000,000**	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(2)	Automobile Liability:	**$1,000,000**	per accident for bodily injury and property damage.
(3)	Workers' Compensation: when applicable	As required by the State of California.	
(4)	Employer's Liability: when applicable	**$1,000,000**	per accident for bodily injury or disease.
(5)	Professional Liability:	**$1,000,000**	per occurrence with the aggregate limit twice the required occurrence limit.

D. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

E. Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

G. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

I. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

J. Coverage Period

Professional Liability coverage shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.

8. BEST EFFORTS

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of

his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor

to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract; and

(3) Retain financial, programmatic, inmates data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor warrants that it will comply with the appropriate cost principles and administrative requirements including claims for payment or reimbursement by County as outlined in the Applicable Cost Principles and Administrative Requirements table below, as currently enacted or as may be amended throughout the term of this Contract.

Applicable Cost Principles and Administrative Requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	**Cost Principles**	**Administrative Requirements**
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations) **OMB (Office of Management and Budget)**		
Related URLs: • Various OMB Circular: http://www.whitehouse.gov/omb/grants_circulars • Code of Federal Regulations: http://www.gpoaccess.gov/CFR		

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other inmates-identifying information, except for statistical information not identifying a particular inmates.

B. Contractor shall not use inmates specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Except as otherwise permitted by this Contract or authorized by the inmates, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from County.

D. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other inmates identifying particulars, such as fingerprints, voice print or photograph. Inmates shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor warrants that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:

(1) The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

(2) The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of

this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Contractor, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representations and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano

County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **CONTRACT EXTENSION**
   County reserves the right to extend Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five years, provided that County notifies Contractor in writing of its intention to do so at least sixty (60) days prior to the contract expiration date.

2. **NON LANTERMAN-PETRIS-SHORT FACILITY**
   The Facility has not been designated as a Lanterman-Petris-Short facility, therefore, absent a mental health emergency, all mental health services shall be provided on a voluntary basis.

3. **INFORMED CONSENT**
   Examinations, treatments, procedures, and the administration of psychotropic medications are governed by informed consent in the language spoken by the inmate. Contractor initiating treatment will inform the inmate of the nature of the treatment and its benefits along with possible side effects, risks, and alternatives to psychotropic medications. Any competent inmate may refuse, verbally or in writing, non-emergency medical or mental health care. A signed informed consent form shall be completed and witnessed for all invasive procedures. Most invasive procedures are performed off-site by Contractor's treatment network. In the event the inmate refuses invasive procedures, the Contractor, if he believes the refusal of treatment poses a life-threatening situation for the inmate, will notify the Facility manager who may recommend or initiate the process of obtaining a court order for treatment. Inmates found by Contractor to be a danger to themselves or others by reason of a mental disorder may be involuntarily given psychotropic medication immediately necessary for the preservation of life or the prevention of serious bodily harm.

4. **RESPONSIBILITY FOR MEDICAL, MENTAL HEALTH AND DENTAL COSTS**
   Contractor shall be responsible for all medical, mental health, and dental costs excluding security costs associated with inmates who have been medically cleared, booked, and physically placed in the Facility. Contractor will not be responsible for pre-booking costs or inmates booked in abstentia. Medical, mental health, and dental costs under this Contract include, but are not limited to, Contractor personnel costs; off-site medical and dental care and diagnostic costs when inmate services were authorized by Contractor; inmate immunizations; emergency and/or catastrophic medical and dental care costs for each medical/surgical/dental inpatient episode when inmate services were authorized by Contractor with the exception of life-threatening emergencies; and emergency medical transportation costs, such as ambulance service fees when Contractor is financially responsible for the emergency inpatient episode; purchases of medical prosthesis; purchases and maintenance of medical equipment; purchases of medical supplies; purchases of prescribed and over-the-counter medications, prescribed psychotropic medications; and printing of medical forms. In accordance with section 2.G. of Exhibit A, under Contractor's responsibilities, Contractor is not financially responsible for the cost of in-patient psychiatric care.

5. **INMATES BROKERED TREATMENT**
   Inmate, at their own expense or through existing medical insurance providers, may seek medical, surgical, dental, or other remedial treatment that is permitted under law, provided inmate obtains County approval.

6. **ADDITIONAL CONTRACTOR REQUIREMENTS**
   A. Compliance

Contractor shall abide by and comply with applicable provisions of the California Health and Safety Code, California Penal Code, California Welfare and Institutions Code, California Medical Association's Institute for Medical Quality standards, and State regulations including applicable standards and guidelines of the California Code of Regulations, Title 15, Division 1, Chapter 1, Subchapter 4 (known as the "*Minimum Standards for Local Detention Facilities*". Additionally, Contractor shall abide by and comply with policies and procedures in the Facility Health Care Procedures Manual.

B. Medical Audit Committee

Establish an active Medical Audit Committee to assess the quality and adequacy of health care services. The Committee shall monitor services, direct studies of identified medical care issues, examine peer review reports, review inmate death investigative reports, and assist in correcting identified deficiencies in services delivered. The Committee membership includes physicians from the local community; representatives from the Department of Health and Social Services' Public Health and Mental Health Divisions; the Contractor Dentist, the Contractor Psychiatrist, Medical Director, Program Manager, on-site health care employees, and Corporate Administrative staff; and representatives from the Sheriff and the Probation Department. The Committee shall meet periodically.

C. Electronic Medical Records

(1) Installation. Contractor shall install an electronic medical record (EMR) system by Spring 2015, contingent upon successful interface with County's jail management system, data transfer and network connectivity. County shall coordinate with Contractor and Department of Information Technology (DoIT) to achieve installation. Contractor shall be responsible for all costs associated with the EMR system, including, but not limited to, purchase of devices, installation costs, training, and ongoing software licensing and support fees.

(2) Implementation. Contractor shall develop an interface with the Facility's jail management system and assist County with testing the interface. Contractor shall coordinate with DoIT to meet required standards prior to implementation.

(3) Support. County will provide some on-going support to Contractor after implementation to address EMR issues limited to network access, jail management system interface, and modifications to data transfers as required.

(4) Reporting. Contractor shall provide standard reports to County. Contractor shall work with County to provide customized reports where data has been captured and is retrievable. Immediately, upon expiration or termination of this Contract, Contractor shall provide to County all data in an electronic format prescribed by County.

D. Statistical Reporting

Contractor shall submit monthly statistical reports to County by the fifteenth day of each subsequent month. The reports will include, but not be limited to, clinic visits, emergency room visits, communicable diseases, suicide attempts, and inmate grievances. A written annual report summarizing the health care service delivery (i.e., medical, mental health, dental, and pharmaceutical services) shall be submitted by July 31 of each subsequent fiscal year.

E. Suicide Prevention Program

Communicate suicide prevention program in the Facility Health Care Procedures Manual to appropriate County staff through periodic training. Training shall include, but not be limited to, identification of inmates who present a suicide risk, appropriate monitoring of an inmate's condition, necessary treatment and follow up, and emergency response protocols for self-injurious behaviors.

F. Notifications

Contractor shall immediately notify the Facility of an inmate death upon discovery or occurrence, and when Contractor has made a determination that an inmate's condition is serious enough to notify family members.

G. Emergency Plan
   (1) Plan Updates. Assist County in updating its Facility emergency plan for continued health services in the event of an unusual occurrence (e.g., concerted labor actions including strikes, riots, extended power failures or equipment breakdowns), natural disaster (e.g., earthquake, flood, or fire) and approve the medical and mental health provisions of the emergency plan. It cannot be assumed that Contractor will be expected to provide services under any circumstances as the severity of the disruption/emergency may make service impossible. The plan will undergo annual review with Facility management.
   (2) Contractor Response. In the event of a natural or man-made disaster, Contractor personnel shall assist with triage assessments, render first aid, initiate resuscitation of critically injured individuals, and direct/coordinate off-site medical referrals.

H. Staff Qualifications
   Contractor shall maintain education and experience requirements that are consistent with the community standard and the needs of the Facility population. Employees filling in for vacant positions or absences shall be at an equal or higher level of licensure and shall be competent to perform all aspects of the assignment.

I. Professional Attire
   Contractor shall establish appropriate professional attire standards and Contractor personnel shall comply with those standards at all times while on duty.

7. ADDITIONAL CONTRACTOR WARRANTIES

A. Conditions of Employment
   (1) Criminal Background Check. Contractor warrants that its employees have completed and passed a pre-employment criminal background check, including being fingerprinted, and that employees have no criminal convictions for serious and/or violent felonies as defined by Penal Code sections 1192.7 and 667.5 respectively, or misdemeanors involving violence or moral turpitude. At Contractor's expense, Contractor employees may be required to complete a live-scan criminal background check with both County and Contractor named as recipients of any updates.
   (2) Physical. Contractor warrants that its employees receive appropriate immunizations and screenings as required by law. Contractor further warrants that its employees have no physical limitations which would prevent the employee from performing their duties.

B. Licensure, Certification and Registration
   Contractor warrants that its employees are in good standing with their respective licensing/certification boards and associations. Contractor further warrants that its employees are currently registered with the California Medical Board and that no employee has restrictions which would conflict with their job description. Copies of appropriate credentials shall be on file at the Facility where they are available for review. Contractor shall periodically review employee credentials and require updated copies to ensure credentials on file remain current.

C. Employee Orientation
   Contractor warrants all Contractor personnel shall complete the employee orientation program identified in the Health Care Procedures Manual.

D. Mental Status Assessment
   Contractor warrants that all mental status assessments will be conducted by a licensed mental health clinician, psychologist, or psychiatrist.

E. Medical Research
   Contractor warrants that Contractor personnel shall not participate in the collection of forensic evidence for the purpose of prosecution nor shall Contractor participate in biomedical or behavioral research involving inmates.

F. Inmate Workers

Contractor warrants it will not use inmates as health care workers or volunteers.

G. Facility Rules and Regulations
Contractor warrants that its employees have read and understand County policy and procedures related to the Facility and agree to abide by all applicable rules and regulations.

8. SPECIAL RESPONSIBILITIES OF CONTRACTOR

A. Health Care Procedures Manual
Each policy, procedure and program in the health care delivery system will be reviewed at least annually and revised as necessary under the direction of the Contractor. Contractor shall sign the Health Care Procedures Manual to demonstrate Contractor's annual review and approval and all intermittent updates. All on-site health services staff shall review the policy and procedure manual as part of the orientation and annually thereafter.

B. Delegation of Duties
Upon determination that a clinical function or service can be safely and legally delegated to health care personnel other than a physician provided the function or service is performed by staff operating within their scope of practice pursuant to written protocol, standardized procedures or direct medical order, Contractor shall delegate clinical functions or service in accordance with the Health Care Procedures Manual. Only approved registered nurses shall be authorized to operate under standardized procedures; any remaining registered nurses and all licensed vocational nurses will require a direct medical order from a physician, nurse practitioner, or qualified health-trained personnel authorized by law to give such orders.

C. Supervision of Personnel
Contractor shall document job descriptions and oversee all health care practices to ensure its employees receive the supervision required by their license and operate within their scope of practice.

D. Health Care Practices
Medical and mental health services shall be conducted in a private manner such that information can be communicated confidentially.

E. Access to Treatment
Provide inmates with unimpeded access to health care. Contractor shall make provisions to communicate health access information to non-English speaking inmates. For any inmate who is suspected or confirmed to be developmentally disabled, Contractor shall refer inmate to local Regional Center for the Developmentally Disabled for the purposes of diagnosis and treatment.

F. Special Needs Inmates
Contractor shall consult with the Facility to determine appropriate housing and program assignments, disciplinary actions or admissions to and transfers from the detention facilities for patients with special needs (i.e. significant medical or psychiatric illnesses or developmental disabilities).

G. Health Records and Information Requests
Contractor shall maintain complete individual and dated health records which, at a minimum, shall include all required forms, authorizations, notes, reports and other documents. The records shall conform to industry standards, be appropriate to the level of care, and substantiate the use of treatment congruent with the diagnosis, and be retained in accordance with community standards. All requests for medical information shall require written consent of the inmate unless the request is made by way of a subpoena or court order. Contractor shall respond to and process release of information requests in a timely manner.

H. Training
(1) Contractor Personnel. Contractor shall periodically conduct on-site in-service trainings and provide its employees with Contractor-sponsored regional training opportunities.

(2) County Correctional Staff. Contractor shall provide STC certified training courses covering medical topics including but not limited to, suicide prevention, common medical emergencies, first aid, sudden in-custody deaths, drug and alcohol intoxication and withdrawal reactions, use of medication in detained populations, and infectious diseases.

I. Health Care Monitoring and Audits
Contractor shall monitor all health care services to include quality of medical and mental health records, pharmaceutical practices, and carrying out direct or standing orders. Contractor shall complete focused medical record audits to be reviewed by the Medical Audit Committee.

J. Medication
Notwithstanding Contractor's inherent right to select medication, Contractor is encouraged to prescribe generic medications when medically appropriate.

K. Commissary Over-the-Counter Products
Contractor shall review and approve all over-the-counter medications prior to commissary vendor listing the medication for resale to the inmates through the Commissary.

L. Personal Hygiene Products
Contractor shall coordinate with Facility to ensure inmates are provided with personal hygiene services and/or products.

M. Affordable Care Act
Contractor shall securely provide relevant medical claim data to enable county Medi-Cal claiming for inmate inpatient hospitalization.

9. CONFIDENTIALITY OF RECORDS

The physician-patient confidentiality privilege applies to the medical health records. Contractor warrants that Contractor is knowledgeable of the California Code sections listed below related to confidentiality of records. County and Contractor shall maintain the confidentiality of any information regarding inmates receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the inmate's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.

California Code	Section	Relation
Penal Code	11105 et seq., 13300 et seq.	criminal offender records
	502	misuse of computer systems
Welfare & Institutions Code	11478.1	familial relationship
	5328	mental health records
	10850, 17006	public social services
Civil Code	56	medical records
Evidence Code	1012 et seq.	psychological records
	1040 et seq.	official information

10. CONTRACT MONITORING

County and Contractor shall meet periodically, on mutually agreed upon dates and times, to review services provided in relation to scope of Contract. In accordance with the California Code of Regulations, title 15, section 1202, health care services shall be reviewed at least quarterly, at documented administrative meetings.

11. CLEARANCE REQUIREMENTS

A. Upon requesting entrance into the Facility or anytime they are within the security perimeter of the Facility, Contractor employees will be subject to search of their person and/or their personal belongings.

B. While inside the Facility, Contractor employees must wear an authorized identification badge that includes a photo in a visible manner. Failure to display ID badge may be cause to deny access to the Facility.

C. Contractor employees suspected of being under the influence of alcoholic beverages or drugs will be denied access to the Facility.

D. Items prohibited from being brought into the Facility include, but are not limited to, weapons, alcoholic beverages, illegal drugs, or food items.

E. County shall have sole discretion to determine security acceptability of all Contractor personnel at any time during the Contract period, and personnel found to be an unacceptable safety or security risk shall not be granted access to Facility.

12. COMMUNICATIONS

A. Telephones and Facsimile Machines
County will provide Contractor with access to County phone system and sufficient dedicated telephone lines to support Contractor's facsimile machine needs.

B. Email, Internet, Intranet, and SharePoint
County will provide Contractor with access to County information technology network. Contractor personnel will be issued individual network email accounts. Selected Contractor personnel may be granted internet access. Contractor personnel may use County Intranet and the Sheriff's SharePoint site to fulfill responsibilities under this Contract.

C. Personal Use
Contractor personnel shall use County telephones, facsimile machines, and network for business use only in accordance with County policies. Contractor is financially responsible for any non-business charges. County will provide Contractor with appropriate policy statements. Contractor shall communicate County policy to Contractor personnel during orientation and require all employees performing services under this Contract to execute the policy statements.

13. UTILITIES

County shall be financially responsible for any utility expense related to health care service operations.

14. EMERGENCY AUTHORITY

In an emergency situation at the Facility, Contractor personnel on premises will report to County staff for direction and follow instructions until at which time they are allowed to exit the Facility grounds.

15. REPORT ACCIDENTS AND UNSAFE CONDITIONS

Contractor shall report any accident or unsafe condition to County immediately as Contractor becomes aware.

16. CERTIFICATIONS AND ASSERTIONS

A. Child/Adult Abuse
Contractor shall execute the form attached as Attachment D-1 to certify that Contractor has read and understand the requirements of California Penal Code section 11166.

B. Communication and Interpersonal Relations
County shall provide Contractor with printed forms and Contractor shall distribute forms to all Contractor personnel providing services to the Facility. Contractor personnel shall each execute a

form to certify that they have read and understand the policy set forth by the County.

17. NOVATION

Notwithstanding section 1 above, unless County provides Contractor with thirty (30) days written notice otherwise, the term of this Contract will automatically extend from July 1, 2012 through September 30, 2012 to allow for continuation of services and sufficient time to complete a novation or renewal contract. The maximum amount of payment for this extension period is $3,000,000, which amount is already included in the maximum Contract price set forth on page one of the Standard Contract, and is subject to the availability of funding and apportioned and payable in the same manner as provided in the Contract.

CHILD AND ADULT ABUSE CERTIFICATION

CALIFORNIA FORENSIC MEDICAL GROUP

Contractor certifies compliance with Penal Code section 11166 and Welfare and Institutions Code section 15630 in matters relating to reporting requirements for child abuse and elder abuse, respectively. Contractor will:

1. Establish internal procedures to facilitate reporting, ensure confidentiality, and apprise supervisors and administrators of reports.

2. Inform employees, by means of training or written materials, about all of the following:
   (a) Significant terms as used and defined in the applicable code sections (e.g., abuse, neglect, mandatory reporters, etc.);
   (b) Reporting duties are the responsibility of the individual;
   (c) Reporting requirements are mandatory for mandatory reporters, failure to report and/or willful failure to report may be punishable by fines or imprisonment or both;
   Child Abuse
   Report the known or reasonably suspected instance of abuse or neglect by telephone immediately or as soon as practically possible, and by written report sent within 36 hours of receiving the information concerning the incident;
   Elder Abuse
   Report the known or suspected instance of abuse by telephone immediately or as soon as practically possible, and by written report sent within 2 working days;
   (d) Supervisors and administrators may not impede or inhibit the reporting duties and may not sanction any person for making the report.

3. Provide copies of Penal Code sections 11165.7, 11166 and 11167 and copies of Welfare and Institutions Code sections 15630 – 15632 to the employee.

4. Assert that every employee who works on the proposed contract or grant will sign a statement:
   (a) That he or she has knowledge of the provisions of Penal Code section 11166 and will comply with those provisions;
   a. That he or she has knowledge of the provisions of Welfare and Institutions Code section 15630 and will comply with those provisions;
   b. Informing the employee that he or she is a mandatory reporter and inform the employee of his or her reporting obligations and confidentiality rights as a condition of employment on the contract or grant.

CERTIFICATION

I certify that I am duly authorized legally to bind the Contractor t to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.

Dan Hustedt 10-29-2014
Contractor Signature Date

DAN HUSTEDT
Official's Name (type or print)

CHIEF ADMINISTRATIVE OFFICER
Title Federal Tax ID Number