

COUNTY OF VENTURA CONTRACT

CONTRACT

This Contract is entered into this 1st day of July 2023 by and between the County of Ventura, a political subdivision of the State of California, (County) and **California Forensic Medical Group, Incorporated** (Contractor).

WITNESSETH

WHEREAS, it is necessary and desirable that Contractor be engaged by County for providing services, hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and Exhibit A, attached hereto.

2. PAYMENTS

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

3. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. NON-ASSIGNABILITY

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

5. TERM

This Contract will be in effect for the Term described in Exhibit A attached hereto and made a part hereof, subject to all the terms and conditions set forth herein.

Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to affect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve County of any further obligation therefor.

Time is of the essence in the performance of this contract.

6. TERMINATION

The County may terminate this contract as follows:

- a. County's obligation pursuant to this Contract is subject to funding appropriated by the Board of Supervisors for this purpose for each fiscal year in which this contract is in effect. In the event that the Board of Supervisors fails to so appropriate said funds; County's obligation hereunder will terminate at the end of the fiscal year for which funds were appropriated or at the end of the contract term, whichever occurs first.
- b. The County at its sole option may terminate this contract upon sixty (60) days written notice without cause. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract.
- c. On completion or termination of this contract, County shall be entitled to immediate possession of, and Contractor shall furnish all computations, correspondence and other pertinent data gathered or computed by Contractor specifically for the services required hereunder prior to such termination.
- d. This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this contract.
- f. Upon termination or other expiration of this contract, each party will assist the other party in the orderly termination of the contract and the transfer of all assets, tangible and intangible (except proprietary assets of Contractor), as may facilitate the orderly, non-disrupted business continuation of each party.

The Contractor may terminate this contract as follows:

- a. The Contractor at its sole option may terminate this contract upon one-hundred twenty (120) days written notice, without cause. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract.
- b. This right of termination belonging to the Contractor may be exercised without prejudice to any other remedy to which it may be entitled at law or under this contract.
- c. Upon termination or other expiration of this contract, each party will assist the other party in the orderly termination of the contract and the transfer of all assets, tangible and intangible (except proprietary assets of Contractor), as may facilitate the orderly, non-disrupted business continuation of each party.

7. DEFAULT

If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within 10 business days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

Contractor shall defend, indemnify and hold harmless County, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of Contractor officers, directors, agents, employees, or subcontractors.

County shall defend, indemnify, and hold harmless Contractor, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of County's Board of Supervisors, officers, directors, agents, employees, or volunteers.

It is the intention of County and Contractor that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, County's Board of Supervisors, and Contractor's Subcontractors. It is also the intention of County and Contractor that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, County's Board of Supervisors and Contractor's Subcontractors.

9. INSURANCE PROVISIONS

A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

1) Commercial General Liability "occurrence" coverage in the minimum amount of \$2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$5,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.

2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000

4) Professional Liability coverage (Medical Malpractice) in the minimum amount of \$2,000,000 each occurrence and \$5,000,000 aggregate.

5) Employee Dishonesty Blanket Position Bond: Theft, Disappearance and Destruction of Money and Securities; Theft, Disappearance and Destruction of All Property Other than Money and Securities; Forgery or Alteration; Computer Fraud, each at a minimum limit of \$100,000.

6) Security and Privacy: Coverage for the accidental, incidental, purposeful, wrongful disclosure, breach or theft of private information, including medical records and computer data, of at least \$2,500,000 each occurrence and \$5,000,000 aggregate.

B) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

C) Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.

D) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.

E) Contractor agrees to provide County with the following insurance documents on or before the effective date of this contract:

1. Certificates of Insurance for all required coverage.
2. Additional Insured endorsement for General Liability Insurance.
3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

F) Any insurance policy or bond agreement obtained by the Contractor shall be issued by a company(ies) authorized to transact business in the State of California. The insurance company(ies) must have an A.M. Best Company rating of B+ (plus) VII or higher.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. NON-DISCRIMINATION

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

11. SUBSTITUTION

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

12. INVESTIGATION AND RESEARCH

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

13. CONTRACT MONITORING

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This contract will be administered by the Ventura County Probation Agency and its authorized representative(s).

14. MATERIAL CHANGES IN SCOPE OR CIRCUMSTANCE

MATERIAL CHANGES IN SCOPE OR CIRCUMSTANCES, OR EMERGENCY CIRCUMSTANCES. If at any time during the Term of this Agreement, County requests a change in the scope, volume, quality/degree or quantum of services to be provided by Contractor, or the scope of services set out herein must materially be changed as a result of any of the following, any of which would result in an increase to the cost of providing the services or which Contractor notifies the County affects Contractor's ability to provide the requested scope of services under the circumstances (a "**Material Change Circumstance**"), including, but not limited to any of the following:

- There is or are new, amended, and/or repealed law(s) or regulation(s) (including statutes, codes, Agency orders/memoranda and/or case law), or changes to County's policies, procedures, practices, or circumstances, any or all of which render performance under the Agreement partially or completely impracticable or impossible under the Agreement's existing terms;
- The United States Food and Drug Administration ("FDA") or another regulatory body approves (or issues an emergency use authorization for) a new therapy/ies or treatment modality/ies, there are changes to legal/regulatory requirements concerning the treatment of Client's patients, and/or changes to the applicable standard of care that materially impact the Contractor's ability to provide services and/or costs under the Agreement;
- Contractor's performance hereunder is impacted by any event related to a Public Health Emergency (PHE) declared pursuant to Section 319 of the Public Health Service Act, a Disaster declaration pursuant to the Stafford Act (2 U.S.C. §§ 5121-5207), or any similar announcement or proclamation made by the Federal Government or any Federal Agency, any Federally recognized Native American Tribe, or any State, County/Parish or Local Government pursuant to an analogous provision of Federal or non-Federal law or rule (each, an "**Emergency Circumstance**").

the parties shall follow the procedures outlined in Subsection 14.1 below:

14.1 In the event of the occurrence any **Material Change Circumstance**, upon notice from a Party, the Parties shall meet and in good faith re-negotiate the terms of this Agreement. Neither Party shall unreasonably delay or withhold consent to such negotiations, or the proposed modifications resulting from such negotiations. In the event the Parties are not able to reach mutually acceptable changes to the Agreement after thirty (30) days, either Party may thereafter terminate the Agreement without cause upon providing ninety (90) days' notice thereafter.

15. ADDENDA

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

16. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this contract.

17. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

18. NOTICES

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY:

Contract Manager
800 S. Victoria Ave.
PTDF, 2nd Floor
Ventura, CA 93009
(805) 654-2101

TO CONTRACTOR:

CFMG, Inc.
ATTN: Chief Legal Officer
3340 Perimeter Hill Dr.
Nashville, TN 37211

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

19. MERGER CLAUSE

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

20. ORDER OF PRECEDENCE

This contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

This Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties.

21. GOVERNING LAW

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

22. SEVERABILITY OF CONTRACT

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

23. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

24. COMPLIANCE WITH LAWS

Each party to this contract will comply with all applicable laws.

25. CONSTRUCTION OF COVENANTS AND CONDITIONS

Each term and each provision of this contract will be construed to be both a covenant and a condition

26. RESTRICTIONS ON USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION

Contractor will not use or disclose protected health information other than as permitted or required by the Agreement or as required by law. For the purposes of this section, "protected health information" means information transmitted or maintained in any medium that (1) relates to the past, present or future physical or mental health condition of an individual, the provision of health care to an individual, or the past, present or future payment for health care, and (2) either identifies the individual or reasonably could identify the individual.

A) Permitted Uses and Disclosures

Contractor may use or disclose protected health information only as follows: (1) for the proper management and administration of SERVICES provided by Contractor or to carry out the legal responsibilities of Contractor and (2) to provide data aggregation services to Agency. Contractor will document any disclosures of protected health information not permitted by law.

B) Safeguarding Protected Health Information

Contractor will use appropriate safeguards to prevent use or disclosure of protected health formation other than as provided for by this Agreement, including ensuring that any agent, including a subcontractor, to whom it provides protected health information received from or created or received by Contractor on behalf of Agency agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information. Contractor will report to Agency any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware and will, to the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of protected health information in breach of the requirements of this Agreement. At the termination of the contract, Contractor will return or destroy all protected health information received from, or created or received by, Contractor on behalf of Agency and retain no copies of such information,

C) Persons or Entities Allowed Access to Records

Except as otherwise prohibited by law, Contractor will allow an individual who is the subject of the protected health information to inspect and obtain a copy of protected health to receive an accounting of any disclosures of protected health information and to receive an accounting of any disclosures of protected health information by Contractor occurring six years prior to the date on which the accounting is requested. Contractor will make protected health information available to Agency for inspection, amendment and copying. Contractor will make its internal practices, books, and records relating to the use and disclosure of protected health information available to the Secretary U.S. Department of Health and Human Services, for purposes of determining Contractor compliance with this provision.

27. ADDENDA

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually beneficially agreed upon by County and Contractor will be effective when incorporated as a written amendment to this contract.

COUNTY OF VENTURA

CONTRACTOR*

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Tax Identification Number

CONTRACTOR*

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

EXHIBIT "A"

To Contract with the effective date of July 1, 2023, between the County of Ventura (County) and **California Forensic Medical Group, Incorporated.** (Contractor).

Headings below are for convenience of reference and not for legal interpretation.

BACKGROUND/PROGRAM OBJECTIVES

Ventura County Probation Agency (VCPA) desires to have Contractor provide medical services for youth and transition aged youth housed in the Juvenile Facilities (JF).

CONTRACTOR RESPONSIBILITIES

Contractor will provide the following:

A. EXAMINATIONS: Contractor shall give inmates physical examinations and any subsequent periodic examinations as may be required by County or applicable law.

B. SICK CALL: Provision of sick call five (5) days a week.

C. ASSESSMENTS & SCREENINGS: Provision of all health assessments and communicable disease screenings for all youth and young adults (TAY) in custody.

D. DELETED

E. EMERGENCY TREATMENT: Contractor shall render emergency treatment to the youth and TAY in custody when such services are required.

F. MENTAL HEALTH SERVICES: Contractor shall coordinate with mental health providers in the Juvenile Facilities and make referrals as necessary.

G. DELETED

H. VISION – Evaluation and treatment of vision conditions which, based on the length of incarceration, are medically necessary.

I. MEDICAL AND SURGICAL SERVICES– Contractor shall perform or subcontract for any medical and office-based surgical services that may be necessary to treat the inmates for injuries, diseases and illnesses.

J. MAINTENANCE OF INDIVIDUAL, COMPLETE, DATED HEALTH RECORDS: Contractor shall maintain complete and accurate records of all care, treatment and examination of the Youth/TAY and shall submit any reports that may be required by law.

1. Records shall include, but are not limited to, the following:

- a. Medical evaluation report
- b. Complaints of injury or illness and action taken;
- c. Physician orders;
- d. Progress notes;
- e. Names of all personnel treating, prescribing, and/or issuing medications
- f. All laboratory, x-ray and other documentation of diagnosis and treatment.
- g. Documentation of all off-site services provided.
- h. And all such notes and reports which are not specifically mentioned but are known to be standard in the health care industry.

2. Contractor shall report to County on a regular basis, but not less than quarterly, a report of all services provided during the reporting period.
3. Contractor shall keep health care records confidential to the extent required by law.
4. All books, records, reports and accounts maintained pursuant to this agreement, shall be open to inspection and audit by the County upon demand during the life of this agreement and for a period of four years thereafter.
5. Records, electronic or written, are the property of the County of Ventura.
6. Neither the Contractor nor the contracting agency shall publish any findings based on data obtained from the operation of this contract without the prior consent of the other party, whose written consent shall not be unreasonably withheld.

K. PROCEDURE MANUAL/TRAINING: Contractor shall maintain in conjunction with Probation Agency medical protocols and policies and procedures manuals pertinent to the duties of Contractor and Probation personnel with respect to health care. Contractor shall conduct training for all personnel as requested by Probation Agency and/or designee.

L. PHARMACEUTICALS: Contractor shall be responsible for ordering, payment, and proper control and distribution of all pharmaceuticals. In addition, Contractor shall establish a pharmaceutical committee. The committee shall consist of the medical director, supervision R.N. and pharmacist and shall establish standards in compliance with state and federal law and regulations and shall ensure compliance. A County Health Officer or his/her designee shall review and approve the Contractor's pharmaceutical management plan and procedures annually. Pharmacy services shall be consistent with State and Federal regulations, monitored by a licensed, qualified pharmacist. All new policy and procedures and revisions will be reviewed and approved by the County Health Officer or his/her designee of a licensed pharmacist. An annual inventory report shall be submitted to the JF Division Manager no later than January 1, 2024 and each year of the contract thereafter.

1. Contractor shall not be responsible for AIDS/HIV pharmaceutical costs in excess of excess of this aggregate cap of \$30,000 (thirty thousand dollars) per year ending on June 30th. Should AIDS / HIV pharmaceutical costs exceed this aggregate cap, the Probation Agency shall be responsible for these pharmaceutical costs in excess of this aggregate gap.

2. Contractor shall not be responsible for Hepatitis C pharmaceutical costs in excess of an aggregate cap of \$30,000 (thirty thousand dollars) per year ending on June 30th. Should Hepatitis C pharmaceutical costs exceed this aggregate cap, the Probation Agency shall be responsible for these pharmaceutical costs in excess of this aggregate cap.

M. HOSPITALIZATION:

1. Contractor shall not be responsible for any individual youth/TAY's medical/surgical inpatient costs in excess of \$17,500.00 (seventeen thousand five hundred dollars) per occurrence. Should the inmate's medical/surgical inpatient costs exceed \$17,500.00 (seventeen thousand five hundred dollars), the Probation Agency shall be responsible for each inmate's medical costs exceeding the \$17,500.00 (seventeen thousand five hundred dollars) limit.

2. Contractor shall cooperate with, assist and advise Probation Agency as requested to remove "holds" placed on hospitalized youths/TAYs as medically appropriate. Contractor shall develop a communications system to facilitate holds removal, to promptly and fully inform Probation Agency of hold status and evaluate ongoing off-site costs.

3. Contractor shall only be responsible for any individual youth/TAY's medical/surgical inpatient stay, while patient is in the legal custody of the Probation Agency Juvenile Facilities. Commencement of Contractor liability shall occur at the time of booking, medical clearance, and physical placement of the youth/TAY into the juvenile facilities. Contractor liability shall end upon youth/TAY release from custody. If a youth/TAY is released from custody while an inpatient, contractor will be responsible for medical/surgical inpatient stay costs below up to the cap in section M 1 only for those inpatient days while youth/TAY is in custody.

4. Contractor may subcontract with other providers to the extent that VCMC is unable to provide services under this paragraph.

Should contractor subcontract with another provider for emergent inmate health care services, including hospitalization or outpatient services, said services shall be paid in accordance with Senate Bill 159 as outlined in Penal Code section 4011.1, effective January 2006, which provides for a rate equal to 110% of the hospital's actual costs according

to the most recent Hospital Annual Financial Data report issued by the Office of Statewide Health Planning and Development, as calculated using a cost-to-charge ratio.

5. VCMC will accept the following Per Diem payment rates for patients who are the responsibility of Contractor. For the year beginning October 1, 2023 and ending on June 30, 2024, and for each subsequent year ending June 30 thereafter through the term of this agreement, including extensions, the per diem payment rate will be adjusted effective July 1 of each year by applying the percentage change in the Consumer Price Index – All Urban Consumers, Medical care, for the Los Angeles- Riverside- Orange County, CA region. The change in this index will be measured as of February each year versus February of the previous year. If the All Urban Consumers, Medical care, for the Los Angeles-Riverside-Orange County, CA region is not available, then the All Urban Consumers, Medical Care for the West Urban Region will be used in its place. The maximum annual increase in the base compensation and per diem amount is 3.0%

Inpatient Per Diem Rate (all levels of care)	\$2,700.00
Emergency & Outpatient Care	<u>35%</u> Discount
(For a clinic visit when a professional fee is paid, the room charge will be waived.)	
Professional Fees	<u>35%</u> Discount

a. Payments must be received by VCMC within 45 days of receipt of an itemized statement by Contractor. After 45 days, full hospital charges are immediately due and payable.

All claims will be remitted to the following address:

b. For Inpatient stays, Contractor may pay the lesser of full charges or the above contracted amount (per diem rate times number of days stay). Full charges include the amount on the itemized statement less professional fees and contract services reimbursed separately.

c. The Per Diem rate shall include inpatient hospital services only. Professional services for attending and consultative services, including medicine, surgery and critical care visits, are payable in addition to the per diem rate. Other contract services (e.g., MRI scans, acute dialysis) are payable at VCMC's cost.

d. Contractor agrees that it is responsible for providing a completed medical referral form for all Contractor patients. VCMC agrees to notify Contractor's Ventura manager when an inpatient medical referral form is missing or incomplete. Contractor agrees to direct a completed form as soon as possible to the Health Care Agency Insurance Billing Office.

N. SPECIALTY SERVICES -Contractor shall arrange and pay for all required specialty services.

1. **Tattoo Removal Services:** Contractor is a specially trained, experienced, and competent to perform tattoo removal.

Contractor shall observe and comply with all applicable Federal, State, and County laws, regulations, and ordinances.

Contractor agrees to furnish all labor and provide County tattoo removal services for eligible male and female incarcerated persons.

Tattoo removal services shall be provided during the dates and times agreed to by County and the Contractor.

Contractor shall not proceed with treatment without a consent/agreement form signed by the incarcerated person (or parent/guardian, if applicable), detailing the potential issues/outcomes of tattoo removal. Contractor will provide each incarcerated person interested in the tattoo removal program an application and consent form. Applications will be reviewed and approved by Contractor in concurrence with the Division Manager, Juvenile Facilities.

Contractor shall provide tattoo removal services, including but not limited to:

- Removal of visible tattoos on the face, neck, and from two (2) finger-widths past the bend of the wrist to the fingertip.
- Gang related
- Violence related
- Anything that poses a threat to the incarcerated person's safety.

Contractor may refuse to perform the removal on eyelids, professional permanent make-up, or for any other safety concern.

Contractor shall meet with each custodial youth (under 18) or young adult (18-25) (collectively "custodial person"), individually or as a group, prior to the first treatment. The Contractor, in conjunction with County staff, will provide a tattoo removal education session. This session will provide each custodial person with a clear picture of what the laser removal treatment entails and the commitment by the incarcerated person for the following treatments and care of the treated area(s). At this time, custodial persons will view informative videos, sign waivers, take photos, and will be able to ask questions so that they are fully informed prior to committing to treatments.

Contractor will complete a tattoo removal treatment plan for each custodial person participating in treatment. Contractor will provide treated incarcerated persons with aftercare instructions and all ointments and ice necessary to maintain a healthy healing environment at treated site.

Contractor to supply the custodial person with post-operative instructions that must be read and signed by the incarcerated person, including that the program is optional for incarcerated persons.

Contractor to provide the custodial person and County with custodial person's anticipated treatment plan (schedule). Contractor will take "before" photos of custodial person and their tattoos. County correctional staff will take "after" photos.

Contractor to provide County with status reports of the treated custodial person, i.e. healing/not healing, complying with a treatment plan, etc.

County will be responsible for maintaining laser equipment through either manufacturer or approved third-party contract. Upon request by Contractor, County will provide current laser equipment maintenance records.

County will also track ongoing program data, including how many people were treated, how many tattoos were treated (some individuals have more than one highly visible tattoo), how much Contractor time was utilized, how many people successfully completed treatment, the average number of treatments required per person, and how many treated individuals were released.

O. SUPPORT SERVICES – Contractor shall be responsible for all laboratory, x-ray, and other ancillary services as required. The Contractor shall be responsible for arrangement and payment of necessary ambulance transportation. Transportation by automobile will be the responsibility of Probation Agency.

P. DENTAL SERVICES – Contractor shall provide emergent and non-emergent dental services. A Dentist will be provided to address dental issues in the Juvenile Facility for not more than 8 hours bi-weekly. Dental screening shall be performed as part of the 14-day health assessment and 96-hour health assessment.

A Dental Hygienist will be provided to provide non-emergent and preventative care for not more than four (4) hours per week to youth in custody for more than 30 days. Youths shall be eligible for Dental Hygienist services after 30 days, and services are mandatory every six (6) months while in continuous custody.

- A Dental Assistant shall also be supplied for 56 hours per month to assist the dentist and the Dental Hygienist as well as to coordinate and assist in the volunteer dentist program currently utilized by the Juvenile Facility.

Q. QUALITY ASSURANCE- Contractor will implement a quality assurance program. Program shall include a process of external review to be approved by County.

R. EQUIPMENT AND FACILITIES-The County shall provide the space, housekeeping, linen, furniture, fixtures, utilities, telephone (excluding toll calls), security, and other items necessary for the efficient operation of the health care delivery system.

Contractor shall provide all reasonably necessary medical equipment and supplies, including but not limited to, medicines, drugs, dressings, instruments, gloves and medical/dental personnel wearing apparel. Contractor shall also launder contaminated linen and dispose of contaminated materials.

Contractor is authorized to use County of Ventura medical equipment currently on the premises. Contractor agrees to safeguard said equipment. Equipment is to be used only by those trained and qualified in their use. Contractor shall reimburse County of Ventura for all losses resulting from the negligent or careless use of said equipment or other County property or facilities by Contractor's personnel. Contractor shall be responsible to procure its own medical waste disposal services for the appropriate disposal of each type of medical waste (i.e., pharmaceutical, pathological, bio-hazard, hazardous, etc.) generated as a result of the services provided.

S. HOURS AND PERSONNEL – Contractor shall maintain adequate health personnel to provide services as required. Contractor shall maintain the staffing pattern, hours and availability as described in Exhibits A and B of this agreement as the minimum staffing level. Any modification of the proposed staffing pattern shall require written notification and justification by the Contractor to the Ventura County Probation Agency to authorize an amendment. However, the Parties may mutually agree in writing to temporarily modify the proposed staffing pattern as may be needed.

Contractor's employees performing professional medical services shall be duly licensed in the State of California, except for medical residents and interns following a course of study, authorized for training by the Contractor and with the knowledge and approval of the County. Employees shall practice medicine in accordance with accepted medical procedures at a standard equal to or greater than commonly practiced by professional medical providers of good standing in the community.

Contractor shall have a Medical Director who will be responsible to assure the quality of health care provided and who will also supervise the practice of nurse practitioners or other ancillary personnel, should such personnel be utilized. An employee of the Contractor shall be designated as a liaison person in the absence of the Medical Director.

Copies of licenses and/or records of certification for all medical personnel are to be furnished to the Medical Director who must at all times have them available for examination.

Contractor shall be responsible for time and attendance accountability and provide appropriate records to the County upon demand.

Ventura County Probation Agency reserve the right to perform background checks of Contractor's employees as a condition of granting them access to the County Detention Facilities. Probation Agency shall have sole discretion to determine security acceptability of all Contractor's personnel at any time during the contract period and personnel found to be unacceptable security risks shall not be given access to facilities.

Contractor shall notify the Probation Agency respectively within 24 hours of knowledge of an employee or subcontractor's arrest. All Contractor's employees must wear identification badges.

Contractor shall have an affirmative duty to immediately notify the Facility Management of any personnel issue or concern that may have an impact on operations or expose the County or Probation Agency to liability, administrative action or undue public scrutiny. This shall include, but not be limited to, suspected employee theft, misuse of county or contractor property, substance abuse or mistreatment of inmates physically, mentally or violation of their civil rights.

All services shall be performed to the satisfaction of County. County shall be reasonable in making this determination.

The Contractor shall comply with all provisions of federal, state, and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, handicap, or national origin.

Contractor may enter into subcontracts for the performance of obligations. However, no subcontract shall be entered into without the prior written approval of County.

County shall approve all appointments to the positions of Administrator, Medical Director and Nursing Supervisor.

Contractor acknowledges that its employees' access to the Juvenile Facilities is subject to revocation by facility management.

T. CLERICAL SERVICES -Contractor shall provide adequate clerical support services to mental health medical and dental. Clerical services shall include pulling charts, open and closing case, ordering supplies and medication, looking up charges and referrals on computer, maintaining log sheets and data on services delivered, answering phones, filing, copying and communication.

U. COOPERATION AND INTEGRATION OF FACILITY PARTNERS - Contractor will integrate into partner and case planning meetings, workflows and other operational processes in order to increase efficiency, communication and the exchange of information.

V. THIRD PARTY PAYMENTS- Contractor's administrator will be responsible for the maintenance of all records and timely reporting to the Probation Agency designee. Contractor shall ensure that all potential reimbursements from other parties for services provided at the correctional facilities are pursued. This is to include itemized bills for all extraordinary services provided in change of venue and state parole cases. All receivables from those sources of revenue and all other third-party payments for on-site services will be the property of the County and may be used to offset costs for the provision of these services.

For those youth/TAY who are provided on-site service, Contractor shall identify the availability of inmate medical insurance and to the extent legally permissible, bill for same. Seventy-five percent (75%) of any proceeds received will be the property of the County and maybe used to offset costs for the provision of these services; twenty-five percent (25%) of any proceeds will be returned to the Contractor as a billing incentive.

Contractor's administrator shall verify each bill for outside services as to its accuracy and the potential for other third-party payments to ensure that County dollars are the last dollar spent. All costs discussed in the contract for outside health care costs are net costs.

VCMC agrees to bill any other payer (i.e., insurance) identified by Contractor as a possible source of payment. Contractor agrees to provide all necessary billing information as soon as possible (preferably by the date of discharge of the patient from VCMC). Contractor agrees to pay VCMC within 45 days according to contractual rates. VCMC agrees to refund to Contractor payments from other third-party payers upon receipt.

W. ADJUSTMENT OF SERVICES- Changes in contractual provisions or services to be furnished under the contract may be made only in writing and must be approved by the County of Ventura and the agent of the Contractor. County may direct Contractor to increase services as deemed necessary to maintain adequate services.

•Services for Probation Agency shall not increase contract in excess of 10% of the current year costs.

Should it be determined that new requirements for licensure or adherence to federal or state regulations require modification greater than the above stated percentage increase of the current year contract, the County and Contractor will renegotiate this agreement.

X. COMPLIANCE WITH STANDARDS – Contractor will provide health care services which comply with the following:

•National Commission on Correctional Healthcare standards for Juvenile Detention Facilities.

•Title 15 & Title 24 of the California Code of Regulations Minimum Standards for Juvenile Facilities

•The Prison Rape Elimination Act (PREA) of 2003 All other State of California and Federal applicable laws, regulations, codes, and guidelines regarding medical and behavioral health care services, licensing, and requirements pertaining to detention facilities.

•California Welfare & Institutions Code 5150 & 5600.4.

•California Penal Code Section 4011.6.

- Substance Abuse and Mental Health Service Administration (SAMHSA) level of care requirements.
- All applicable laws and regulations under the California Education Code, as they may pertain to JJC.
- All other medical, dental and behavioral health standards, professional codes, ethical standards and codes of conduct applicable to the professions described herein, whether specifically identified or not.

Y. RESEARCH - No research projects involving youth/TAY, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without the prior written consent of the Probation Agency or designees. The Conditions under which research shall be conducted shall be agreed by the Contractor and Probation Agency and/or designee shall be governed by written guidelines. In every case, the written informed consent of each youth and parent and TAY who is a subject of a research project shall be obtained prior to the youth/TAY's participation as a subject.

Z. DEFENSE COOPERATION - Contractor shall cooperate fully in aiding the County to investigate, adjust, settle or defend any claims, action or proceeding, including writs of habeas corpus, brought in connection with the operation of the County Detention facilities health programs with which the Contractor may be connected.

AA. COMMUNICATION - The Contractor shall maintain regular communications with the JF Division Manager or designee and shall actively cooperate in all matters pertaining to this contract.

BB. ACCESS TO MANAGEMENT INFORMATION- The County shall have the right of access to such information as the County deems necessary for review of the contract terms, conditions and compliance.

CC. QUALITY MANAGEMENT PROGRAM - Contractor shall have a quality management program. The County Health Officer or his/her designee shall review and approve the Contractor's Quality Management Program annually. Contractor shall prepare an annual report for the Probation, County Health Officer and Risk Management of the findings of the Quality Management activities. Any deaths, suicide or suicide attempt, and outbreak of communicable disease shall be reported within one working day to the County Health Officer, Probation, and Risk Management.

DD. INFORMED CONSENT - Contractor shall comply with and pay for care resulting from court orders regarding involuntary treatment and testing, except those required by Courts as evidence for prosecution of the inmate subject to chain of custody requirements. Contractor will be liable for obtaining informed consent, except for emergencies and public health matters.

EE. COURT ORDERED MEDICAL EVALUATION- Offeror shall provide all court-ordered medical evaluation and treatment, except those required by courts as evidence for prosecution of the inmate subject to chain of custody requirements. Offeror shall acknowledge that medical management/physician may have to appear in court with appropriate County staff to address complaints, concerns, and issues surrounding medical services within the facility.

FF. ADMINISTRATIVE MEETINGS AND REPORTS- Contractor shall continue to provide reports in the same format previously approved by the County. Contractor agrees to make changes to reports to address evolving needs of the County.

Contractor shall maintain and provide year to date statistics of medical, dental and pharmaceutical services. A year-end report of statistics shall be provided to the Detention Services Administrative Captain and the JF Division Manager by January 30 for the next year for the entire term of the contract.

Contractor will be subject to external peer review and attending administrative meetings.

Contractor shall be required to provide the Probation Agency with regular financial reports on the status of "Risk Sharing" Cost.

GG. SECURITY

1. Youth/TAY Records

Records and documentation remain the property of the County. All medical and other records and documentation developed for or used in the operation of the health care program under the contract, shall be the property of the County and at the termination of the contract shall remain the property of the County.

Medical records are of a confidential nature. The contractor will agree to establish those procedures necessary to maintain the confidentiality of medical records as required by law.

Once an electronic medical records system is operational, Contractor accepts and acknowledges that at the end of the contract, a leave behind solution that meets community standards and common business practice shall be provided. This will include appropriate computer hardware, ample electronic storage and a workstation to ensure the County can access all records created and maintained in the system.

Any proprietary coding, formatting or other mechanisms (electronic or mechanical) shall be removed or rendered inoperative so that any future service provider can efficiently migrate data into another system. Should this not be done, Contractor agrees to bear the associated costs with migrating data into a format which is universal in nature, to facilitate the migration.

2. Pharmacy Operations

The contractor shall at all times comply with applicable state and federal regulations regarding the purchase, storage and dispensing of medications. Appropriate security and inventory controls shall be in writing and strictly adhered to.

HH. COMPENSATION

In consideration for the medical, mental health and dental services to be performed County agrees to pay Contractor subject to funding approval annual base compensation **\$1,885,472.40** in 12 payments of \$157,122.70 each, payable at the beginning of each month.

Ramp Up Period Payments: The Psychiatrist and pharmacy services will be transitioned from services currently being provided by Ventura County Behavioral Health. County will pay Contractor \$132,668.87 per month until these services are fully transitioned and operational by Contractor, expected by November 1, 2023.

Excess Youth Charge: In addition to the Compensation described above, County will pay Contractor \$1.41 per day for each "excessive youth" for an average daily population (ADP) in excess of 110 youth (including transition aged youth) computed on an average calendar quarterly population. Contractor shall pay the County \$1.41 per day per youth when the ADP is below 110 inmates during each calendar quarter. These per diem amounts will be aggregated on a quarterly basis and billed separately by Contractor. The amount is to be approved by the JF Division Manager and Contractor in writing.

CPI Adjustment: The base compensation and per diem amount will be adjusted effective July 1 of each year by applying the percentage change in the Consumer Price Index - All Urban Consumers, Medical care, for the Los Angeles-Riverside-Orange County, CA region. The change in this index will be measured as of February each year versus February of the previous year. If the All Urban Consumers, Medical care, for the Los Angeles-Riverside-Orange County, CA region is not available, then the All Urban Consumers, Medical Care for the West Urban Region will be used in its place. The maximum annual increase in the base compensation and per diem amount is 5.0%

If for any reason funds will not be available to finance this position or contract, County will notify Contractor within 72 hours of discovery.

II. STANDARD COUNTY PROVISIONS

A. Diligent and Professional Manner: Contractor and its employees must conduct all services, duties, and work in a diligent and professional manner. Contractor must require all its employees who provide services under this Contract to become familiar with and adhere to all applicable VCPA and Ventura County policies and procedures.

B. No Subcontracting Without Written County Consent: Contractor may not subcontract services under this contract to any other person or entity without prior written consent of County. If County grants such consent, any subcontractor may be subject to Pre-Employment Background Investigations as described below. Any compensation to Contractor may be proportionately reduced or prorated for any delay in services due to subcontractor's personnel failing or being delayed because of Background Investigation.

C. Reports and Deliverables: Contractor will provide the following reports to County.

(1) Monthly Reports: In addition to the monthly invoicing documentation, Contractor will deliver a monthly report that summarizes the number of youth and TAY obtaining services and the type of services.

(2) Annual Report: Before June 30th of each year, Contractor will deliver to County an annual report, which summarizes the Monthly Reports in a format to be determined by County.

D. Books and Records

(1) Maintenance and Security of Documents & Records: Contractor must maintain adequate fiscal and project books, records, documents, and other evidence related to Contractor's work on the project in accordance with generally accepted accounting principles. Contractor must maintain adequate supporting documentation so as to permit tracing transactions from the supporting documentation to the financial reports and billings. All records, books, and documents pertaining to this contract ("Confidential Data") must be considered, labeled, and treated as confidential. Contractor must use due diligence to limit access of Confidential Information to only people who have a need to know in order to do their jobs under this contract. Contractor may not disclose, publish, nor allow access to Confidential Data without prior written consent of VCPA Director, except where required by law. If Contractor is required by law or court order to disclose or release Confidential Data, Contractor must give VCPA Director (or in absence any available Chief Deputy) written or e-mail notice within 72 hours of discovery of demand or request, not including weekends, prior to release or disclosure and will provide name and contact information of the entity requesting or demanding Confidential Information.

(2) Duration of Record Retention: Contractor must maintain all records for a minimum of three (3) years after the date of completion of this contract, or as specified by a relevant grant originator, or by law, or until the final audit, whichever is later.

(3) Auditing and Access to Documents: Contractor must make all records and documents available to County, Ventura County Auditor and any relevant State, Federal or grant funding entities for inspection, monitoring and auditing purposes. Contractor must give at least 72 hours prior notice to VCPA if any entity requests inspection, monitoring, or audit.

(4) Audit Support: In the case that County is audited regarding this contract, Contractor must provide suitable facilities for access, monitoring, inspection, and copying of all records regarding this contract. Contractor must cooperate with County to obtain other supporting documents and information (including electronic) as required.

(5) Status of Data and Work Product: Any data, information, research, summary, and work product developed by Contractor under this agreement is considered "work for hire" and is the sole property of County. Contractor may not publish, release, or otherwise use said "work for hire" without the prior written permission of VCPA Director, except as required by law. Contractor may not make reference to this County agreement (except to demonstrate experience serving the target population), or use the likeness of VCPA officers or employees, on websites, advertising, or other uses without prior written permission from the Director of VCPA.

COUNTY RESPONSIBILITIES

County will be responsible for the following:

PRE-EMPLOYMENT BACKGROUND INVESTIGATIONS

Contractor conducts background investigations on its employees, including Live Scan. VCPA reserves the right to conduct its own Live Scan or other additional background investigation on employees of Contractor. Contractor will not perform services for VCPA youth until a satisfactory background investigation is conducted as above.

ADDITIONAL COUNTY RESPONSIBILITIES

Policies: County will make available to Contractor any relevant policies to enable Contractor's performance under this contract. County will keep Contractor informed of any policy changes regarding this contract.

Points of Contact (POC): The POC for this contract is Division Manager, Juvenile Facilities If necessary to execute this contract, the POC will coordinate with Contractor and County Information Technology (IT) and fiscal personnel.

Referrals: County will assess youth and, if applicable, refer them to the programs administered by Contractor under this contract. VCPA will send a referral form to Contractor via e-mail.

Contract Monitoring & Quality Assurance: VCPA may, from time to time, conduct Contract Monitoring to measure and provide feedback on the quality and satisfaction of services provided. Findings, suggestions and other information may be shared with Contractor's management to assist in adjusting services, processes and lines of communication to meet youths' needs. Nothing in this contract constitutes dictating the work of Contractors' employees.

Grievance Procedures: Any questions or grievances by Contractor will be directed to the POC defined above. Any questions or grievances by County will be directed to management of Contractor. Nothing in this contract prevents County employees, in the performance of their duties, from denying Contractor's employees access to County facilities or youth for any reason.

TERM

Beginning Date: July 1, 2023

Ending Date: June 30, 2024

Extensions: This contract may be extended for up to four (4) additional one-year periods, upon written mutual consent of the parties.

**Exhibit B
Staffing Plan**

1. Contractor's Staffing

The Contractor may, at the Contractor's own expense, employ such staff as Contractor deems necessary to perform the services required of Contractor by this Contract. The Contractor is bound by the staffing plan

submitted by the Contractor as part of the bidding process and must maintain the staffing outlined therein, unless the County agrees to a change in writing and with appropriate compensation or credit.

2. Contractor’s Supervision and Control of Staff

County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

3. The County's Emergency Control of Contractor's Staff

During emergency or exigent circumstances, supervisory staff of the County shall have authority to provide non-medical direction to employees to ensure the safety of the staff, inmates and facility. This authority will only extend to Contractor's staff while present at County jail facilities.

4. Staffing Plan for Juvenile Facilities

(see attached staffing plan below)

Ventura County, CA Probation Agency									
Juvenile Facility									
Day Shift									
POSITION	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Hrs/WK	FTE
Health Services Administrator		8	8	8	8	8		40	1.00
Site Medical Director		2	2	2	2	2		10	0.25
Psychiatrist			8		8			16	0.40
CNA/AA		8	8	8	8	8		40	1.00
Dentist						4		4	0.10
Dental Assistant						4		4	0.10
Dental Hygienist					6			6	0.15
RN	12	12	12	12	12	12	12	84	2.10
Total Hours/FTE - Day								204	5.10
Night Shift									
POSITION	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Hrs/WK	FTE
LVN	12	12	12	12	12	12	12	84	2.10
Total Hours/FTE - Night								84	2.10
TOTAL HOURS/FTE - WEEKLY								288	7.20

Exhibit C

**COUNTY OF VENTURA
HIPAA BUSINESS ASSOCIATE AGREEMENT**

This HIPAA Business Associate Agreement ("Agreement") is made a part of by and between County of Ventura ("Covered Entity") and California Forensic Medical Group, Incorporated effective as of the compliance date of the Privacy Rule (defined below) (the "Agreement Effective Date").

RECITALS

1. Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

2. Covered Entity and Business Associate intend to protect the privacy and provide security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

3. As part of the HIPAA Regulations, the Privacy Rule requires Covered Entity to enter into a contract with Business Associate containing specific requirements prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.502(e) and 164.504(e) of the code of Federal Regulations ("CFR") and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions.

a. "Business Associate" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

b. "Covered Entity" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

c. "Health Care Operations" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.

d. "Privacy Rule" shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164.

e. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.

f. "Protected Information" shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.

2. Obligations of Business Associate.

a. Permitted Uses. Business Associate shall not use Protected Information except for the purpose of performing Business Associate obligations under the Agreement and as permitted under the Agreement. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by Covered Entity, except that Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, or (ii) to carry out the legal responsibilities of Business Associate.

b. Permitted Disclosures. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by Covered Entity, except that Business Associate may disclose Protected Information (i) in a manner permitted pursuant to the Agreement, (ii) for the proper management and administration of Business Associate, or (iii) as required by law.

c. Appropriate Safeguards. Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Agreement.

d. Reporting of Improper Use or Disclosure. Business Associate shall report to Covered Entity any use or disclosure of Protected Information otherwise than as provided for by this Agreement within five (5) days of becoming aware of such use or disclosure.

e. Business Associate's Agents. Business Associate shall ensure that any agents, including subcontractors, to whom it provides Protected Information agree in Writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI.

f. Access to Protected Information. Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in records available to Covered Entity for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524.

g. Governmental Access to Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining compliance with the Privacy Rule.

h. Minimum Necessary. Business Associate and its agents or subcontractors shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclose.

i. Retention of Protected Information. Business Associate and its subcontractors or agents shall retain all Protected Information throughout the term of the Agreement and shall continue to maintain the information required under Section 2(h) of this Agreement for a period of six (6) years after termination of the Agreement.

j. Notification of Breach. During the term of this Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

3. Termination.

a. Material Breach. A breach by Business Associate of any material provision of this Agreement, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by Covered Entity.

b. Reasonable Steps to Cure Breach. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the provisions of this Agreement or another arrangement and does not terminate this Agreement pursuant to Section 3(a), then Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable. If Business Associate's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, Covered Entity shall report Business Associate's breach or violation to the Secretary of the Department of Health and Human Services.

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIP AA, the Privacy Rule and other applicable laws relating to the security or confidentiality of PHI. Upon request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIP AA, the Privacy Rule or other applicable laws. Covered Entity may terminate this Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Sections or (ii) Business Associate does not enter into an amendment to this Agreement providing assurances, regarding the safeguarding of PHI sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

IN WITNESS WHEREOF, the parties hereto have dully executed this Agreement on the Dates appearing below to be effective as of Agreement Effective Date.

Covered Entity

Business Associate

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date