

COUNTY OF VENTURA

CONTRACT 8705
CORRECTIONAL MEDICAL SERVICES

This contract (the "Contract") is entered into this 1st day of July, 2022, by and between the COUNTY OF VENTURA, a political subdivision of the State of California (the "County"), and CALIFORNIA FORENSIC MEDICAL GROUP, INCORPORATED, a California corporation (the "Contractor").

W I T N E S S E T H

WHEREAS, County issued the correctional medical services Request for Proposal #6069 ("RFP") to determine the most qualified contractor for such services for County (the master copy of the RFP is maintained by County's General Services Agency ("GSA"));

WHEREAS, Contractor submitted a proposal dated November 30, 2021 ("Contractor's Proposal"), in response to the RFP, to provide services to County (the master copy of Contractor's Proposal is maintained by GSA);

WHEREAS, County determined, through competitive solicitation and careful review of submitted proposals, that Contractor's Proposal best meets the need of County for correctional medical services and that it is necessary and desirable that Contractor be engaged by County for the purpose of providing correctional medical services and related services hereinafter described;

WHEREAS, County and Contractor are willing to enter into a correctional medical services contract in accordance with the RFP, Contractor's Best and Final Offer dated March 24, 2022 ("Best and Final Offer"), which by this reference are incorporated, though not attached, and the terms and conditions contained herein (the master copy of Contractor's Best and Final Offer is maintained by GSA);

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing correctional medical 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 in Exhibits A, B, C, and D attached hereto and by this reference made a part of this Contract.

2. PAYMENTS

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

3. TERM

This contract will be in effect from July 1, 2022 through June 30, 2027, subject to all the terms and conditions set forth herein.

This Contract may, upon mutual agreement, be extended for one (1) additional

COUNTY OF VENTURA

CONTRACT 8705
CORRECTIONAL MEDICAL SERVICES

three-year period and thereafter one additional two-year periods by written contract amendment. Any extension of this contract is contingent upon approval and authorization by the Board of Supervisors.

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

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

4. RESPONSIBILITY OF CONTRACTOR

Contractor shall, prior to start of any work awarded hereby, secure at Contractor's own expense all persons, employees and equipment required to perform the contract requirements specified in Exhibits A and B of this Contract.

5. WARRANTIES

Contractor shall warrant and represent that:

- a. its work hereunder shall be of professional quality and performed consistent with generally accepted industry standards.
- b. there exists no actual or potential conflict of interest concerning the services to be performed under this contract. Contractor represents that performance under this contract does not require the breach of any contract or obligation to keep in confidence the proprietary information of another party.

6. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this Contract between County and Contractor or any persons, employees, sub-contractors, or any personnel hired by Contractor during the Course of Contractor's performance of the terms of this Contract.

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. 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.

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.

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 County against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney fees and costs, presented, brought or recovered against County, 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.

7. 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.

8. TERMINATION

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 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. County or Contractor may terminate this contract upon one hundred and 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.
- 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.

COUNTY OF VENTURA

CONTRACT 8705
CORRECTIONAL MEDICAL SERVICES

- d. This right of termination belonging to the Parties 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.
- g. The right of termination belonging to the Parties may be exercised without prejudice to any other remedy which it may be entitled to at law or under this Contract.

9. 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 ten (10) calendar 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 in writing without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to section 8 above.

10. 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 Contract, caused in whole or in part by the negligent or intentional acts or omissions of Contractor's officers, directors, agents, employees, or subcontractors. County shall promptly notify Contractor of any claim for which it seeks defense and/or indemnification under this section.

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 Contract, 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. Contractor shall promptly notify County of any claim for which it seeks defense and/or indemnification under this section.

Contractor shall cooperate fully in aiding County to investigate, adjust, settle or defend any claims, action or proceeding, including writs of habeas corpus, brought

in connection with the operation of County Detention facilities health programs with which Contractor may be connected.

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.

11. 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 \$3,000,000.00 combined single limit (CSL) bodily injury & property damage each occurrence; \$6,000,000.00 aggregate, including personal injury, civil rights violations, including a plaintiff's attorney fees, broad form property damage, products/completed operations, broad form blanket contractual; and \$100,000.00 fire legal liability.
2. Commercial Automobile Liability coverage in the minimum amount of \$1,000,000.00 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000.00 when there are owned vehicles.
3. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.00
4. Professional Liability coverage (Medical Malpractice) in the minimum amount of \$2,000,000.00 each occurrence and \$5,000,000.00 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

COUNTY OF VENTURA

CONTRACT 8705
CORRECTIONAL MEDICAL SERVICES

each occurrence.

- b. All insurance required by this Contract and obtained by Contractor will be primary coverage for purposes of any insurance claim related to services rendered under this Contract, and any insurance, bonding, or self-insurance maintained by County will be excess of Contractor's independent insurance coverage and will not contribute to it.
- c. Contractor must immediately notify County in writing if any of Contractor's aggregate liability reaches or exceeds 50% of any insurance or bonding limit held by Contractor under this section. Additional coverage must be purchased by Contractor to sustain the reserve insurance or bonding amount required by this section.
- d. Any insurance policy or bond agreement obtained by 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 or B+ (plus) VII or higher.
- e. County, Its Boards, Agencies, Departments, Offices, Employees, Agents, and Volunteers are to be named as Additional Insureds with respect work performed by Contractor under the terms of this Contract on all policies required under this Contract (except Workers' Compensation).
- f. Contractor agrees to waive all rights of subrogation against the County, its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising out of work performed by Contractor under the terms of this Contract.
- g. Contractor will not cancel, non-renew or reduce the scope of coverage or monetary policy limit of any insurance policy or bond issued as a result of this Contract without first providing sixty (60) days written notice to County at the offices listed in the contact section below.
- h. Contractor shall provide County, through the Sheriff's Office's, at the contact address indicated below, the following insurance documents on or before the effective date of this contract:
 - 1. Certificates of Insurance for all required coverage.
 - 2. Copies of any duly issued surety bond.
 - 3. Complete and full copies of the Medical Malpractice and Commercial General Liability insurance policies.
 - 4. Additional Insured endorsements.
 - 5. Waiver of Subrogation endorsements for Workers Compensation Coverage (a.k.a.: Waiver of Transfer Rights of Recovery Against

COUNTY OF VENTURA

CONTRACT 8705
CORRECTIONAL MEDICAL SERVICES

Others, Waiver of Our Right to Recover from Others)

- i. Failure to provide these documents may be grounds for immediate termination or suspension of this contract.
- j. Contractor's Self-Insurance coverage in the minimum amounts set forth herein in no way relieves or absolves Contractor from liability in excess of such coverage, and County reserves its right to take all actions necessary in accordance with this Contract or any other legal remedy.
- k. If the Medical Malpractice Liability coverage is "claims made," Contractor must, for a period of five (5) years after the date when contract is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of this Contract. County may withhold final payments due under this Contract until satisfactory evidence of the tail coverage is provided by Contractor.
- l. Contractor shall provide County, through the Sheriff's Office, at the contact address indicated below, a Sixty (60) Days' notice of cancellation.

12. 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.

13. SUBSTITUTION

If particular people are identified by Contractor in Exhibit A or B as working under this contract, Contractor will not assign others to work in their place without written permission from the Sheriff's Office. Any substitution will be with a person of commensurate experience and knowledge.

14. 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 County or any of its officers, agents or employees, except as provided herein.

COUNTY OF VENTURA

CONTRACT 8705
CORRECTIONAL MEDICAL SERVICES**15. CONTRACT MONITORING**

County will have the right to review the work being performed by Contractor under this contract at any time during Contractor's usual working hours. Review, checking, approval or other action by 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 Ventura County Sheriff's Office and/or their authorized representative(s).

16. ADDENDA / MATERIAL CHANGES IN SCOPE OR CIRCUMSTANCE, OR EMERGENCY CIRCUMSTANCES

a. If at any time during the Term of this Contract, 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 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 Contract partially or completely impracticable or impossible under the Contract'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 County's patients, and/or changes to the applicable standard of care that materially impact Contractor's ability to provide services and/or costs under the Contract;
- 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 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 Section 16(b) below.

COUNTY OF VENTURA

CONTRACT 8705
CORRECTIONAL MEDICAL SERVICES

- b. In the event of the occurrence any Material Change Circumstance, upon notice from a Party, the Parties shall meet and in good faith to re-negotiate the terms of this Contract. 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 Contract after thirty (30) days, either Party may thereafter terminate the Contract without cause upon providing ninety (90) days' notice.

17. DISENTANGLEMENTa. General Obligations

1. Contractor will accomplish a complete transition of the Services being terminated from Contractor and any subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Services or any other services provided by third parties, attributable to any negligent, or otherwise wrongful act or omission of Contractor, its officers, directors, attorneys, employees, or agents (the "Disentanglement").
2. Contractor will cooperate with County and any new service provider and otherwise promptly take all steps required to assist County in effecting a complete Disentanglement.
3. Contractor will provide all information regarding the Services or as otherwise needed for Disentanglement.
4. All services related to Disentanglement will be deemed a part of this Contract and will be performed by Contractor at no additional cost to County beyond what County would pay for the Services, absent the performance of the Disentanglement services.

b. Disentanglement Process

The Disentanglement process will begin on any of the following dates:

1. The date County notifies Contractor that no funds or insufficient funds have been appropriated so that this Contract will be terminated.
2. The date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to section 8, Termination.
3. Contractor's obligation to perform Services, and County's obligation to pay for Services, will expire:
4. At the end of the initial or extended term set forth in this Contract, Signature page, Contract Term; or
5. Contractor and County will discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of Services in process provided, however, that Contractor's obligation under this Contract to provide all Services necessary for Disentanglement will not be lessened in any respect.

COUNTY OF VENTURA

CONTRACT 8705
CORRECTIONAL MEDICAL SERVICES

6. After one hundred and twenty (120) days from the date of expiration of this Contract, Contractor shall no longer have any obligation to provide the services detailed in Section 17(b) unless both parties agree in writing exigent circumstances exist which require performance of this subsection beyond the one hundred and twenty (120) days.

c. Specific Obligations

The Disentanglement will include the performance of the following specific obligations:

1. Continue claims administration until the new service provider has provided notice of transition of claims;
2. Provide all workers' compensation claim files to the new service provider;
3. Cooperate in transition of electronic data and files to new service provider;
4. Cooperate in responding to questions regarding the transition process.

d. Full Cooperation and Information

1. Upon Disentanglement, the Parties will cooperate fully with one another to facilitate a smooth transition of the Services being terminated from Contractor to County or County's designated replacement provider.
2. Such cooperation will include the provision (both before and after the cessation of Contractor's providing all or any part of the Services under this Contract) by Contractor to County of full, complete, detailed, and sufficient information (including all information then being utilized by Contractor) to enable County's personnel (or that of third parties) to fully assume and continue without interruption the provision of the Services.

e. No Interruption or Adverse Impact

Contractor will cooperate with County and all of County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Services, no adverse impact on the provision of Services or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

f. All Necessary Cooperation and Actions

Contractor will provide all cooperation, take such additional actions, and perform such additional tasks, as may be necessary to ensure a timely Disentanglement in compliance with the provisions of this Section, including full performance, on or before the termination of this Contract, of Contractor's obligations under this Section.

COUNTY OF VENTURA

CONTRACT 8705
CORRECTIONAL MEDICAL SERVICES**18. 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.

19. FORCE MAJEURE

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party.

Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.

If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

20. NON-EXCLUSIVITY

County reserves the right to contract with providers of similar services and/or equipment other than Contractor when it is reasonably determined to be in the best interest of County.

21. 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 County except as authorized by law.

22. NOTICES

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

TO COUNTY:

VENTURA COUNTY SHERIFF'S OFFICE
DETENTION SERVICES ADMINISTRATIVE CAPTAIN

COUNTY OF VENTURA

CONTRACT 8705
CORRECTIONAL MEDICAL SERVICES600 TODD ROAD
SANTA PAULA, CA 93060
(805) 648-9275

TO CONTRACTOR:

CALIFORNIA FORENSIC MEDICAL GROUP, INC.
ATTN: CHIEF LEGAL OFFICER
3340 PERIMETER HILL DRIVE
NASHVILLE, TN 37211

Any 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.

23. MERGER CLAUSE

This contract along with the following documents (attached as Exhibits A, B, C, and D), which are incorporated into this Contract by reference, constitute the final expression of the agreement of the parties and supersedes any and all other contracts, either oral or written, between Contractor and County, 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.

24. 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.

25. 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.

26. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by County 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.

27. COMPLIANCE WITH LAWS

COUNTY OF VENTURA

CONTRACT 8705
CORRECTIONAL MEDICAL SERVICES

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

28. CONSTRUCTION OF COVENANTS AND CONDITIONS

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

29. COMPLIANCE WITH HIPAA

Contractor shall comply with, and shall ensure that its officers, agents, employees, sub-contractors, participants and volunteers comply with, the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and its implementing regulations, and the privacy and security business associate requirements, in accordance with the "HIPAA Business Associate Agreement, attached hereto as Exhibit C and incorporated herein by this reference.

30. CONTAMINATION AND POLLUTION

Contractor, solely at its own cost and expense, will provide clean-up of any premises, property or natural resources contaminated or polluted due to Contractor activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of Contractor will be borne entirely by Contractor.

31. 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 Contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties. In the event of an inconsistency in this Contract, the inconsistency shall be resolved in the following order:

1. This Contract;
2. County of Ventura RFP #6069;
3. Contactor's proposal dated November 30, 2021;
4. Best and Final Offer dated March 24, 2022

The RFP, Contractor's Proposal, and Best and Final Offer discussed above is expressly agreed and understood by County and Contractor to refer to the master copies of those documents in the possession of County's GSA. Master copies are available for inspection upon request to County.

32. CONTRACT EXHIBITS

- a. Exhibit A of this Contract, entitled "Services to be Performed by Contractor" is incorporated into this Contract is if set forth in full at this point.

COUNTY OF VENTURA

CONTRACT 8705
CORRECTIONAL MEDICAL SERVICES

- b. Exhibit B of this Contract, entitled "Staffing Plan" is incorporated into this Contract is if set forth in full at this point.
- c. Exhibit C of this Contract, entitled "HIPAA BUSINESS ASSOCIATE AGREEMENT" is incorporated into this Contract is if set forth in full at this point.
- d. Exhibit D of this Contract, entitled "Performance Metrics" is incorporated into this Contract is if set forth in full at this point.

SIGNATURE PAGE FOLLOWS

COUNTY OF VENTURA

CONTRACT 8705
CORRECTIONAL MEDICAL SERVICES

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA


Authorized Signature

Boyd Donavon

Printed Name

Assistant Purchasing Agent

Title

June 27, 2022

Date

CONTRACTOR, SIGNATURE 1*

DocuSigned by:


Authorized Signature

Judd Bazzel

Printed Name

President

Title

6/23/2022

Date

77-0005793

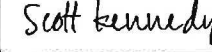
Tax Identification Number

1230306

Secretary of State Entity Number

CONTRACTOR, SIGNATURE 2*

DocuSigned by:


Authorized Signature

Scott Kennedy

Printed Name

Vice President and Treasurer

Title

6/24/2022

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

Services to be Performed by Contractor

Contractor's responsibility for medical and mental health care services will begin at intake screening and will end at the completion of the discharge process of the inmate from the Jail, including care coordination and linkage to care, as appropriate. Care coordination shall also include care provided while incarcerated and must include discharge planning to provide appropriate linkage to County-contracted or other community programs, upon release. Care coordination and collaboration must include the sharing of treatment-required information between providers essential to the provision of appropriate services and care. Contractor agrees to perform the following general services:

- 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 seven (7) days a week, which may be performed by RNs. Physician sick call (may be either physicians or mid-level practitioners) must be provided five (5) days a week. Triage of sick call requests shall be conducted by a nurse practitioner or registered nurse within their scope of practice
- C. ASSESSMENTS & SCREENINGS** – Provision of all health assessments and communicable disease screenings for all inmates. Medical and behavioral health care intake screening shall include identification of medical and behavioral health needs (including suicidal ideation) and substance use disorders. Physicians must "bridge" all verified, valid prescriptions for inmates entering the JAIL on prescribed medications, within 24 hours. Contractor will conduct food service clearance exams on inmate kitchen workers to ensure inmates don't have any medical conditions that would be incompatible with food handling and serving in the jail
- D. DETOXIFICATION SERVICES** – Provision of all required detoxification services with the exclusion of methadone maintenance. Arrestees who are under the influence of alcohol or drugs are placed in the protective environment of the sobering cell and will be under close observation by custody and health services staff. Detoxification from alcohol, when performed in this facility, will be done under medical supervision in accordance with direct orders from the responsible medical provider using approved protocols/standardized procedures
- E. EMERGENCY TREATMENT** – Contractor shall render emergency treatment to the inmates when such services are required. Contractor shall be responsible for all psychiatric emergency services including, crisis intervention, crisis stabilization, and crisis de-escalation services for inmates within the JAIL.
- F. MENTAL HEALTH SERVICES** – Contractor shall staff the Sheriff's facilities according to the submitted staffing plan and render mental health services to the inmates when such services are required and as described in Contractor's proposal. Mental Health treatment services under this program shall include, but are not limited to: evaluation and assessment, including dual diagnosis; 24-hour crisis intervention, medication management; referral for acute psychiatric hospital care; consultation with custody to determine appropriate housing; assisting, coordinating, and participating with Sheriff for monitoring of safety and isolation

cells; development and implementation of behavioral plans to change problematic behaviors. Contractor may provide psychiatry services via tele-psychiatry, as appropriate.

G. MORAL RECONATION THERAPY (MRT) – Contractor shall provide 36 hours a week to deliver Moral Reconciliation Therapy (MRT) treatment twice weekly to seriously mentally ill (SMI) inmates and a discharge planner (LVN/LPT) for 40 hours per week to support inmate transition from the jail into community. County may cancel the MRT program with ninety (90) days' notice to Contractor.

H. VISION – Evaluation and treatment of vision conditions which, based on the length of incarceration, are medically necessary. Contractor shall provide on-site basic optometry services provided by a licensed optometrist. Services shall include assessment, treatment, and consultation including examination of eyes for health and vision problems, prescriptions for glasses, and diagnosis and treatment of eye disease such as glaucoma, cataracts and retinal disorders. The selected bidder must provide, repair, or replace glasses, when necessary. All optometry equipment and supplies will be the responsibility of the Contractor.

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

J. MAINTENANCE OF INDIVIDUAL, COMPLETE, DATED HEALTH RECORDS:

1. Contractor shall maintain complete and accurate records of all care, treatment and examination of the inmates and shall submit any reports that may be required by law. 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 keep health care records confidential to the extent required by law.
3. All books, records, reports and accounts maintained pursuant to this Contract, shall be open to inspection and audit by County upon demand during the life of this Contract and for a period of four years thereafter.
4. Records, electronic or written, are the property of the County of Ventura. Any information not contained within the patient's health record may be viewed by County upon written permission of Contractor, which may require an executed confidentiality agreement.

5. Neither 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.
6. Contractor will maintain all records in accordance with Section 1205 of Title 15 of the California Code of Regulations and NCCHC accreditation guidelines.
7. Contractor shall provide MCIP (Medi-Cal Inmate Program) reports to COUNTY regarding the utilization for said services, treatment, and related costs.
8. Contractor shall develop and implement a written medical and behavioral health care plan with clear goals, objectives and policies and procedures for the COUNTY's JAIL, including services provided to adult inmates for both medical and behavioral health care services. Contractor shall provide COUNTY with a copy of said written plan, including all policies and procedures, upon completion. Contractor shall also provide COUNTY with any updates to said written plan, policies and procedures, as developed, throughout the term of this Agreement.
9. Contractor shall be expected to respond promptly to any and all requests by the courts, via court order or subpoena, for medical or behavioral health care records.

K. PROCEDURE MANUAL/TRAINING – Contractor shall maintain in conjunction with Sheriff's Office medical protocols and policies and procedures manuals pertinent to the duties of Contractor and Sheriff's personnel with respect to health care. Contractor shall conduct training for all personnel as requested by Sheriff's Office and/or designee. Contractor shall provide adequate orientation and training, at its cost, to all staff under their direction, including all required annual HIPAA confidentiality training. Contractor shall provide adequate annual training for JAIL staff in medical and behavioral health observation of adult inmates. Contractor shall require a skills and competencies assessment of staff annually and include follow-up training, as required. Contractor shall provide protocol and standardized procedures training, as appropriate. Contractor shall assure the cultural competency of health care staff, which may be accomplished through regular training activities made available to all personnel. Contractor shall provide annual training for SHERIFF correctional officers concerning various health care issues in the facilities. Such training will be jointly developed and scheduled at a mutual convenience.

Procedures Manual: Contractor shall maintain an updated on-site procedures manual that meets the requirements of applicable standards as outlined by the ACA, as well as the requirements of the Sheriff's Office as defined in Title 15, Section 1206, and NCCHC. A separate communicable disease manual shall also be maintained onsite. Contractor shall:

1. Maintain a current copy of its Policies & Procedures Manual in the health services unit and accessible to all health care staff 24 hours a day with an electronic copy of the manual, with search capabilities also be accessible.
2. Thorough training regarding policies and procedures to ensure all onsite staff has a working knowledge of them.

3. Assure staff complies with the policies and procedures through on-site and corporate supervision.

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 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 County Health Officer or his/her designee of a licensed pharmacist. An annual inventory report shall be submitted to the Administrative Captain each year of the contract thereafter. Contractor shall dispense medications to inmates using a system that includes tracking, accountability, and ease of transporting and providing the medications. Contractor shall also have available and ready to implement an alternative system and upon the request of the County, Contractor shall promptly transition to the alternative system

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

M. HOSPITALIZATION:

1. Except for those services covered under Medi-Cal Contractor shall not be responsible for any individual inmate'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 Sheriff's Office 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 Sheriff's Office as requested to remove "holds" placed on hospitalized inmates as medically appropriate. Contractor shall develop a communications system to facilitate holds removal, to promptly and fully inform Sheriff Office of hold status and evaluate ongoing off-site costs. Contractor shall make accommodations within the JAIL in order to prevent unnecessary use of outpatient/off-site specialty care service providers and inpatient hospitalizations, thereby reducing the dependence on JAIL resources for transportation of inmates and security.

3. Contractor shall only be responsible for any individual inmate's medical/surgical inpatient stay, while patient is in the legal custody of the Sheriff Office Jail. Commencement of Contractor liability shall occur at the time of booking, medical clearance, and physical placement of the inmate into the jail facilities. Contractor liability shall end upon inmate release from custody. If an inmate 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 inmate 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 4011.10, 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. These Per Diem payment rates will be effective for the period July 1, 2022 through June 30, 2023. For each subsequent year ending June 30 thereafter through the term of this Contract, 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 **35% Discount**
(For a clinic visit when a professional fee is paid, the room charge will be waived.)

Professional Fees **35% 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:

California Forensic Medical Group, Inc.
 3340 PERIMETER HILL DRIVE
 NASHVILLE, TN 37211

- 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) 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.

6. Medical Enrollment of Inmates.

- a. County shall take reasonable steps, both upon incarceration, periodically thereafter, and (if necessary) at the time that off-site inpatient services are provided, to screen inmates for eligibility to enroll in the Medi-Cal County Inmate Program (MCIP) and, with respect to inmates who are so eligible, shall assist the inmates with enrollment to the extent such assistance is legally permissible. Contractor will take reasonable steps to monitor the screening and enrollment efforts by County and advise of any inmates who are not enrolled that qualify.
- b. Contractor and County will coordinate to facilitate MCIP eligibility of inmates and Medi-Cal payment for Medi-Cal covered services.
- c. Contractor agrees to use its reasonable best effort to facilitate MCIP eligibility for Medi-Cal covered services, and shall provide County and/or County-designated third-party billing contractor with all documentation that may be required to facilitate claiming of or reimbursement for the cost of Medi-Cal covered services by County.
- d. Contractor shall notify County of any inmate who may have a hospital stay longer than 24 hours. County will begin the process of obtaining Medi-Cal or any other third-party coverage and reimbursement. Contractor will provide all necessary information in the medical file as may be needed to secure coverage and reimbursement.
- e. County agrees to use its best reasonable effort to facilitate Medi-Cal payment for items and services that are covered by Medi-Cal, and shall provide to or obtain from Contractor and providers that furnish such services (or their designated agents) all documentation required to facilitate Medi-Cal payment for such services. To the extent payment is not received pursuant to MCIP for an eligible inmate for any reason whatsoever, including the failure to determine that the inmate was eligible prior to the

provision of service, County shall not be responsible for the difference in the cost of services.

f. Notwithstanding anything to the contrary contained herein, County expressly releases Contractor from any financial liability for health care items and services provided to an inmate where such items are covered by Medi-Cal and provided to an inmate who is determined eligible for and is enrolled in Medi-Cal as of the time such items or services are provided. To the extent MCIP is discontinued or materially altered during the term of this Contract, Contractor and County agree to meet and confer in good faith to modify the compensation due under this Contract to account for the change or discontinuation of MCIP.

N. SPECIALTY SERVICES – Contractor shall arrange and pay for all required specialty services. Contractor shall comply with and abide by the federal and state laws as well as all Sheriff policies as they relate to inmates and the Facilities, including but not limited to the Americans with Disabilities Act (ADA), inmates determined to have a mental issue, and matters involving transgender inmates.

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

P. DENTAL SERVICES – Contractor shall provide emergent and non-emergent dental services.

- A dentist will be provided to address dental issues in the Sheriff's Pre-Trial Detention Facility and Todd Road Jail for not more than 32 hours per week. Specific site scheduling will be based on patient needs. Dental screening shall be performed as part of the 14-day health assessment and 96-hour health assessment.
- A Dental Assistant shall also be supplied to both facilities to assist the dentist for no more than 32 hours per month.
- A Dental Hygienist will be provided to provide non-emergent and preventative care for not more than 16 hours per month. Dental Hygiene services and exams shall be provided to inmates in custody for more than twelve (12) months.
- Services to be provided will be in consultation and coordination with facility administration to ensure appropriate and adequate levels of care.

Based on the inmate's length of stay and priorities listed, Contractor will provide the following treatment:

1. Relief of pain and treatment of acute infections, including hemorrhage, toothaches, broken, loose or knocked out teeth, abscesses, and dry sockets after extractions.
2. Extraction of unsalvageable teeth.
3. Repair of injured or carious teeth.

4. Removal of irritation conditions that may lead to malignancies (if incarceration is prolonged).
5. Dental hygiene services and exam for inmates in custody for a year or more.
6. Contractor will provide triage, prioritize, and then schedule inmates to see the dentist. Inmates requiring oral attention will be scheduled to see the dentist as soon as possible. If the inmate's dental requirements are emergent, the dentist will see them as soon as possible.
7. For elective work that can be deferred Contractor will provide appropriate referral information upon the inmate's release

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

1. The County may, at its own expense, contract with a neutral third party experienced in medical quality assurance reviews ("Quality Assurance Consultant"). The services of this third-party consultant may include items such as conducting periodic audits of inmate medical records for treatment of medical conditions in order to evaluate the timeliness of care, appropriateness of assessment, treatment, and type of provider and level of care. Contractor shall cooperate fully with County's Quality Assurance Consultant including providing full and immediate access to records, including inmate medical records.
2. Contractor shall cooperate fully with County in all oversight and review of services provided or requested by the County. In addition, Contractor will work cooperatively, fully communicate, promptly provide information and documentation, and fully share information with County Health Department who will work with County on oversight of the contract.
3. Contractor shall participate, as requested, on County committees related to inmate medical care, including providing service information and statistics
4. Contractor shall assign a qualified professional to attend and participate in all meetings mutually agreed upon between County and Contractor.
5. Results of medical quality assurance reviews, as well as recommendations for corrective action, will be provided to Contractor. Contractor will take recommended corrective action, or will advise the County in writing why such corrective action should not be taken. Contractor will cooperate with procedures to resolve any impasse in recommendations to make corrective actions.
 - a. Contractor shall provide written responses to County regarding all issues identified in the medical quality assurance reviews within 30 days of receiving them unless an extension is granted in writing by the Detention Services Administrative Captain.

- b. Contractor shall provide timely written responses, in no event later than 30 days, from receipt regarding findings in any cases with which Contractor disagree.
6. The Medical Director, HSA, and other appropriate representatives of Contractor shall regularly attend meetings related to inmate health services, as requested by County. Attendance at meetings shall include participation to report on issues of concern and cooperate on an ongoing basis with designated committee representatives. The HSA, or a designee approved by the Sheriff Detention Services Administration Captain, shall attend and participate meetings as requested by County. All services, except information protected through the patient safety organization, provided by the contractor are subject to review and evaluation for quality of care through established and regularly performed audits. Procedures, protocols and administrative policies and practices are also subject to review.
 7. Contractor shall provide recommendations to County and assistance with policy updates, or compliance changes in medical standards and other applicable laws or standards

R. EQUIPMENT AND FACILITIES – 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 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 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.

Contractor shall furnish and pay for the timely provision and repair of medical orthoses, prostheses, and other aids to impairment including, but not limited to, the following: braces, shoe inserts, splints, prostheses, prescription eyeglasses, hearing aids, corrective shoes, canes, walkers, and wheelchairs that are deemed medically necessary

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 Contract as the minimum staffing level. Any modification

of the proposed staffing pattern shall require written notification and justification by Contractor to the Ventura County Sheriff's Office to authorize an amendment.

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 Contractor and with the knowledge and approval of 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 is a licensed physician and preferably Board Certified in internal medicine or family practice, 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 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 County upon demand.

Ventura County Sheriff's Office reserve the right to perform background checks of Contractor's employees as a condition of granting them access to County Detention Facilities. Sheriff's Office 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 Sheriff's Office 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 County and/or Sheriff's Office 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.

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 their employee's access to all Ventura County Correctional Facility(s) is subject to revocation by facility management.

- T. CLERICAL SERVICES** – Contractor shall provide adequate clerical support services to mental health (Sheriff Department only), 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. Contractor will be prepared, have available, and work with interpreters to ensure that screening and provisions of services are provided for all inmates. Contractor shall provide, and bear costs for, hearing and language interpreters for medical care, which shall include all intakes, assessments, clinics, and all medical related appointments, as needed, required, and/or requested by the inmate. Contractor may request assistance from County to meet this obligation only if it is necessary in an exigent circumstance
- U. COOPERATION AND INTEGRATION OF THERAPUTIC INMATE MANAGEMENT SERGEANT** – Contractor will integrate the Therapeutic Inmate Management Sergeant into staff meetings, work flows 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 Sheriff's Office 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 County and may be used to offset costs for the provision of these services.

For those inmates 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 County and may be used to offset costs for the provision of these services; twenty-five percent (25%) of any proceeds will be returned to 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 County and the agent of Contractor. The Sheriff's Office may direct Contractor to increase services as deemed necessary to maintain adequate services.

- Services for the Sheriff Office 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, County and Contractor will renegotiate this Contract.

X. COMPLIANCE WITH MINIMUM JAIL STANDARDS OF THE CALIFORNIA MEDICAL ASSOCIATION – Contractor will provide health care services which comply with the following:

- Title 15 & Title 24 of the California Code of Regulations Minimum Standards for Local Detention Facilities (Title 15 & Title 24).
- National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails.
- 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. 28 CFR §115.401 requires Contractor to engage in and receive a PREA audit at least once during a three-year audit cycle. Contractor will make available to Ventura County Sheriff's Office Contract Monitor the auditor's final report after completion of an audit. Until the first audit report becomes available, Contractor shall demonstrate PREA compliance to Ventura County by furnishing a copy of its PREA policy to County Sheriff's Office Contract Monitor Contractor. If no PREA audit has been conducted by the time the contract begins, plans to conduct a PREA audit must be demonstrated to Ventura County Sheriff's Office within the statutorily set time frame.
- 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 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 inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without the prior written consent of the Sheriff's Office or designees. The Conditions under which research shall be conducted shall be agreed by Contractor and the

Sheriff's Office and/or designee shall be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project shall be obtained prior to the inmate's participation as a subject.

- Z. COMMUNICATION** –Contractor shall maintain regular communications with the Detention Services Administrative Captain and shall actively cooperate in all matters pertaining to this contract.

Contractor shall immediately notify County of any inquiries from the media regarding the services provided and coordinate any response with the County. Notification for purposes of this section shall be to the Medical Liaison Commander. Contractor shall not disclose any information regarding inmates, including but not limited to protected health information under the Health Information Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), Confidentiality of Medical Information Act (CMIA located in the California Civil Code Sec 56-56.37) and all other relevant laws and regulations. With regard to any claim or lawsuit tendered to the Contractor, regardless of whether a reservation of rights is issued, the Contractor and its defense counsel agree to coordinate all media contact related to the claim or lawsuit with the County.

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

- BB. QUALITY MANAGEMENT PROGRAM** - Contractor shall have a quality management program. The County Health Officer or his/her designee shall review and approve Contractor's Quality Management Program annually. Contractor shall prepare an annual report for the Sheriff, 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, Sheriff, and Risk Management.

- CC. 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.

- DD. COURT ORDERED** - 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. At this time, the JAIL facilities are not designated as treatment facilities for the purposes of administering court-ordered involuntary psychotropic medications or for providing services for restoration of competency for misdemeanor defendants. However, it is the intention of the County to pursue such designation in the future to further assist inmates in need. At such time, Contractor shall be expected to develop and implement policies and procedures for the administration of court-ordered involuntary medications, when appropriate. Contractor shall testify in court as

needed. Contractor shall abide by and follow all court orders that relate to inmate medical care and services. Contractor is required to forward copies of all court orders that relate to inmate medical care and services to the County. If Contractor believes the court order to be contrary to best medical practices or the inmate's current needs, Contractor will be responsible for filing the appropriate objections or requests for relief with the court.

EE. ADMINISTRATIVE MEETINGS AND REPORTS - Contractor shall. Contractor shall continue to provide reports in the same format previously approved by County on a regular basis, but not less than quarterly, of all services provided during the reporting period. Contractor agrees to make changes to reports to address evolving needs of 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 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 Sheriff's Office with regular financial reports on the status of "Risk Sharing" Cost.

Health Appraisal Status Report. Contractor shall prepare an annual report by calendar year, due each year no later than February 1 to County on compliance with federal laws and California laws, regulations, and codes relating to Detention and Corrections Facilities Medical Programs at Ventura County Jails; including, but not limited to compliance with PREA and the Americans with Disabilities Act. This report shall inform County of the overall operation of the healthcare delivery system and significant achievements affecting the health care program. Contractor shall include in this report, recommendations to County regarding changes in medical procedures and/or protocols. Reports should also include:

1. Inmate requests for various services
2. Inmates seen at sick call
3. Inmates seen by physician
4. Inmates seen by dentist
5. Inmates seen by psychiatrist
6. Inmates seen by psychologist
7. Inmates seen by OB/GYN
8. Inmates seen by case manager
9. Health and Programming Unit admission, patient days, average length of stay
10. Mental Health referrals
11. Off-site hospital admissions
12. Medical specialty consultation referrals
13. Intake medical screening
14. History and physical assessments
15. RESERVED
16. Specialty clinics attendance and screenings in house

17. Diagnostic studies
18. Report of third-party reimbursement, pursuit of recovery
19. Percentage of inmate population administered medication
20. Inmates testing positive for venereal disease (based on what our current testing practices are for venereal disease)
21. Inmates testing positive for AIDS or AIDS antibodies
22. Inmates testing positive for TB
23. Inmate mortality
24. Number of hours worked by entire medical staff, specifying each post or shift
25. Other data mutually agreed upon by Contractor and County.

Contractor shall work with the COUNTY's Health Officer who, under Section 1208 of the Penal Code, shall investigate health and sanitary conditions in every county detention facility. Contractor shall prepare for, and participate in, said annual health inspections of the County's Facilities. Contractor shall be responsible for the remediation of reported non-compliance pertaining to the provision of medical or behavioral health care services.

Contractor must conduct bi-weekly meetings to discuss inmates in the Jail who have been diagnosed with a SMI for care coordination for optimal quality of care and to address behavioral issues. The bi-weekly SMI meetings will include a multidisciplinary team with representatives from the County and Contractor's staff at a minimum. The purpose of the meetings will be to monitor the progress of inmates with SMI who are in administrative segregation or single cell housing, to evaluate an inmate's housing situation, review the inmate's behavior management plan, and to monitor adherence to the Remedial Plan for inmates who are in administrative segregation or single cell housing. Minutes shall be taken, recorded, and disseminated to all invitees and participants at the SMI meetings

FF. SECURITY

Inmate Records

Records and documentation remain the property of 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 County and at the termination of the contract shall remain the property of County.

Medical records are of a confidential nature. 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 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.

Pharmacy Operations

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.

GG. COMPENSATION

In consideration for the medical, mental health and dental services to be performed by Contractor during the period July 01, 2022 through June 30, 2023, County agrees to pay Contractor subject to funding approval base compensation the sum of \$17,673,909.12 in 12 payments of \$1,472,825.76 each, payable at the beginning of each month. Pricing to remain firm for 12 months.

Contractor shall be paid within 30 days upon submission of a valid itemized invoice to the Sheriff's Office.

In addition, County will pay Contractor \$4.20 per day for each "excess inmate" for an average daily inmate population (ADP) in excess of 1,628 inmates computed on a calendar quarterly average. Contractor shall pay the Sheriff's Office \$4.20 per day per inmate when the ADP is below 1,628 inmates during each calendar quarter. These per diem amounts will be aggregated on a quarterly basis and billed separately by Contractor and paid by County or be credited towards future bills. This amount is to be approved by the Detention Services Administrative Captain and Contractors in writing.

For each subsequent year ending June 30 thereafter through the term of this Contract, including extensions, 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-Long Beach-Anaheim 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% for year two (2), 4.5% for years three (3) through five (5).

Changes in contractual provisions or services to be furnished under the contract may be made only in writing and must be approved.

Any other compensation adjustments shall be made in accordance with the Performance Metrics outlined in Exhibit D and will be aggregated on a quarterly basis to be credited towards future bills.

HH. PRICING

Pricing must remain firm for a minimum of one year. Any requests for reasonable price adjustments must be submitted one hundred and twenty (120) days prior to the contract annual anniversary date of July 1. Requests for adjustments in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index (CPI).

II. NEW LEADER ORIENTATION

Contractor shall ensure that all leadership positions including, but not limited to, Health Services Administrator, Assistant Health Services Administrator, and Director of Nursing, shall complete Contractor's five-week New Leader Orientation within six months of assuming those positions.

JJ. NCCHC CERTIFIED HEALTH CARE PROFESSIONALS

Contractor shall ensure that the Health Services Administrator, Assistant Health Services Administrator, Director of Nursing will be certified as Certified Health Care Professionals through NCCHC within 18 months of assuming those positions

KK. MEDICATION-ASSISTED TREATMENT (MAT)

Contractor shall provide MAT services and shall provide continuation of buprenorphine products and transition from methadone to buprenorphine products for qualified patients. Upon completion of the Health and Programming Unit (HPU), the MAT program will expand to include induction of qualified inmates into a buprenorphine or naltrexone MAT program. Once the HPU is established, a SUD Counselor and MAT Coordinator shall be phased in with this unit.

LL. EFFECTIVE LEARNING INITIATIVES AND TREATMENT ENVIRONMENT (ELITE)

Contractor shall work with County to create Effective Learning Initiatives and Treatment Environment (ELITE) unit for patients who are the most vulnerable as a result of their mental illness. The treatment in this unit would include daily evidence-based group and individual treatment focused on common diagnostic presentations such as psychotic disorders, and mood disorders such as bipolar and depression. Treatment will be offered for patients who suffer from substance use disorder and co-occurring disorders, as well as those with a history of trauma. To promote continuity of care, the ELITE unit staff will provide a warm hand-off for patients when they are able to transition to a less intensive mental health unit. The ELITE unit staff will work to develop community linkages to connect patients for the purpose of continued care outside of the jail facility. Once this unit is established, one FTE Recreational Therapist shall be allocated to and phased in with this unit.

MM. PRENATAL AND OBSTETRICAL (OB) SERVICES

1. Contractor shall provide prenatal and obstetrical (OB) services to the inmates. If the need arises to refer an inmate to an off-site OB provider (depending on what type of obstetrical care is necessary), then the Contractor will need to coordinate with JAIL staff for transport for all off-site scheduled appointments. Before starting any medications, Contractor will provide a pregnancy test to any inmate suspected of being pregnant to confirm pregnancy. Any pregnant inmate will be provided timely and appropriate prenatal care, counseling, specialized obstetrical services, postpartum care, when indicated. Care shall be within nationally accepted care guidelines and will include:

- a. Pregnancy testing
- b. Comprehensive counseling in accordance with inmates expressed desires
- c. Routine and high-risk prenatal care

- d. Advice on appropriate levels of activity, safety precautions, and nutritional guidance
- e. Management of chemically addicted pregnant females
- f. Dietary supplements
- g. Observations for signs of toxemia

2. Contractor shall provide birth control, if medically necessary, and family planning education. Contractor will coordinate with outpatient providers for pregnancy termination services, in accordance with Title 15 and California Penal Code, Section 3405 requirements. Contractor shall be responsible for the costs of all pregnancy termination services in accordance with state and local laws. For women who are on a method of contraception at intake, continuation of contraception will be considered on a case-by-case basis. Plan-B will be available at intake for women who report the need for emergency contraception. Women desiring to initiate contraception, including long-term options, will, if Contractor is provided sufficient notice, be scheduled with a provider to discuss available and clinically appropriate options at the inmates request sixty (60) days prior to a scheduled release from custody.

3. Contractor shall care for the special needs of pregnant and postpartum women, including, but not be limited to:

- a. Following Pregnant Female Protocols established by statutes, regulations, County Policies, and Procedures.
- b. Referrals and coordination with community based methadone treatment program experienced in the special needs of pregnant/postpartum clients.
- c. Prenatal education and counseling; and
- d. Coordination of special medical services. If requested by County, Contractor shall provide verification by supplying copies of written agreements with service providers to assure the continuous availability of the full range of routine and emergency obstetrical services including management of high risk conditions.

4. *Female Inmates Rights Plan*. Contractor shall meet the requirements of the Reproductive Privacy Act (Health and Safety Code 123460 et seq.) (Jan. 1, 2003).

5. Contractor shall provide family planning services pursuant to Penal Code Sections 3409, 3440, 4023.5 and other applicable laws

NN. DIALYSIS

Contractor shall be responsible for dialysis treatments to adult inmates in the JAIL that require dialysis treatment. Contractor shall provide on-site dialysis, when feasible, in order to minimize transportation and custody costs.

OO. DISCHARGE

Contractor shall provide appropriate care coordination and linkage to care, including robust discharge planning, as appropriate. Care coordination shall include care provided while the inmate is incarcerated beginning at intake screening through to discharge planning including appropriate linkage to COUNTY-contracted or other community programs, upon release. Care coordination and collaboration must include the sharing of treatment-required information

between providers essential to the provision of appropriate services and care, upon release of an inmate from COUNTY's JAIL Facilities. Care Coordination will also include the following:

1. Coordinating aftercare arrangements
2. Making referrals to appropriate community programs
3. Coordinating appointments with community providers
4. Ensuring medications are continued with a 14-day supply following release
5. Assisting inmates with applying for financial help
6. Linking inmates to programs such as COUNTY's DBH Adult Division or other programs, as applicable
7. Assisting inmates with SMI in securing housing placements, scheduling appointments, and/or providing transportation arrangements.
8. Coordinate with DPH Public Health Nurses upon release of pregnant female inmates.

PP. SUICIDE PREVENTION PROGRAM.

Suicide Prevention Program. Contractor shall coordinate with Sheriff's administration to implement a suicide prevention plan. The Plan shall include:

1. Coordinated meetings and working in collaboration to provide pre-screening and crisis intervention.
2. Provisions of a psychiatrist and licensed mental health providers to participate in the program, review issues related to suicide prevention and address the resolution of problems in accordance with NCCHC standards (once NCCHC certification is achieved).
3. Contractor will provide screening and crisis intervention, making certain that all medical treatment needs are addressed and outside transfer to a facility is considered especially for severely unstable or mentally-ill inmates.
4. For every inmate placed in a safety cell placement or on a suicide watch and after Contractor has been notified by County of such placement, Contractor shall ensure inmate is monitored by health services staff as medically appropriate and in compliance with NCCHC standards (once NCCHC certification is achieved).
5. Contractor shall work cooperatively with outside agencies as needed in coordination with the County.

QQ. GRIEVANCE PROCEDURE

Contractor will follow the current grievance policy and procedure with the Sheriff for the communication and resolution of inmate and staff complaints or other items regarding any

aspect of health care delivery. The HSA shall respond to and act as the primary contact with Sheriff in reviewing and responding to complaints. Contractor shall promptly respond, provide information to Sheriff, and adhere to all times lines for responses. When the assigned individual is on vacation or otherwise unavailable, coverage must be provided and the responsible individual identified to the Sheriff Detention Services Administration Captain

RR. TRANSFERS, RELEASES AND CONTINUITY OF CARE

1. *Public Health Notification.* Contractor is responsible for notifying the appropriate public health agencies of reportable illnesses and communicable diseases, and will make such reports prior to inmate release where possible. Contractor is required to disclose all relevant communicable disease information for inmates as allowed by applicable laws
2. *Transfer of Health Records.* Health records of an inmate who is being transferred, whether for medical or other reasons, shall be evaluated by medical staff and a transfer summary completed
3. *Tuberculosis.* Procedures for transfer of inmates with suspected or known active tuberculosis shall be established by Contractor in compliance with statutory and regulatory requirements.
4. *Compassionate Care.* Contractor will provide assistance to County as requested in developing compassionate care release program, participate in, and cooperate with the compassionate care release program when implemented.

SS. E-CONSULT

Contractor may use e-Consult to provide near-real-time consultations with a panel of medical specialists. Using e-Consult, Contractor's on-site physicians, and mid-level providers can access any one of 24 specialties and 35 sub-specialties, including infectious disease, orthopedics, and cardiology. These specialists can either confirm that Contractor should send the patient for an off-site referral or, as happens about half the time, provide expertise to support management on-site, reducing unnecessary offsite referrals, and ensuring optimal clinical care. All e-Consults shall be documented in the patient chart. Upon completion of an approved referral, appointments are set and scheduled

**Exhibit B
Staffing Plan****1. Contractor's Staffing**

Contractor may, at Contractor's own expense, employ such staff as Contractor deems necessary to perform the services required of Contractor by this Contract. Contractor is bound by the staffing plan submitted by Contractor as part of the bidding process and must maintain the staffing outlined therein, unless County agrees to a change in writing and with appropriate compensation or credit. If County pays for a position in the Staffing Plan that is allocated for a program that is not in place at the commencement of this Contract, County shall receive a credit for such payment on the following invoice.

Upon County's establishment of a Veteran's Housing Unit, Contractor shall allocate one FTE Mental Health Professional and one FTE Licensed Vocational Nurse to work with the veteran population housed in the new unit. County shall provide a minimum of 120-day notice to allow for recruitment and training of staff

Contractor shall allocate one FTE Certified Nursing Assistant for use in Special Housing or the HPU, once completed, for direct observation of suicidal inmates.

Contractor shall ensure that all personnel employed in the performance of this Agreement possess the required expertise, skill, and professional competence to perform their duties

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 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. Contractor's Staffing Plan – Adult Facilities

(on following page)

COUNTY OF VENTURA

CONTRACT 8705
CORRECTIONAL MEDICAL SERVICES

Ventura County Main Jail									
Day Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Health Services Administrator	8	8	8	8	8			40	1.000
Director of Nursing	8	8	8	8	8			40	1.000
Site Medical Director S.M.D.	8	8	8	8				32	0.800
Physician *	8	8	8	8	8			40	1.000
Facility Coordinator	8	8	8	8	8			40	1.000
Mid-Level (FNP) *	8	8	8	8	8			40	1.000
Health and Physical Exam Nurse *	8	8	8	8	8			40	1.000
Administrative Assistant-Payroll	8	8	8	8	8			40	1.000
Medical Records Clerk	8	8	8	8	8	8	8	56	1.400
Dentist *	8	8						16	0.400
Dental Assistant *	8	8						16	0.400
Dental Hygienist *			4					4	0.100
Psychiatrist/Telepsychiatrist *	8	8	8	6				30	0.750
Psych Tech/LVN *	8	8	8	8	8			40	1.000
Pharmacy Coordinator *	8	8	8	8	8			40	1.000
MAT Coordinator	8	8	8	8	8			40	1.000
SUD Counselor	8	8	8	8	8			40	1.000
Mental Health Supervisor	8	8	8	8	8			40	1.000
Mental Health Professional (LMFT/LCSW) *	16	16	16	16	16	16	8	104	2.600
MRT Instructor	8	8	8	8	4			36	0.900
Discharge *	8	8	8	8	8			40	1.000
RN (Intake/Sick Call-Health Assessment/OPHU) *	44	44	44	44	44	36	36	292	7.300
Licensed Vocational Nurse *	16	16	16	16	16	16	16	112	2.800
Total Hours/FTE - Day								1,218	30.45
Evening Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Registered Nurse *	12	12	12	12	12	12	12	84	2.100
Mental Health Professional (LMFT/LCSW) *	8	8	8	8	8	8	8	56	1.400
Licensed Vocational Nurse *	16	16	16	16	16	16	16	112	2.800
Total Hours/FTE - Evening								252	6.30
Night Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Mental Health Professional/Psych RN *	8	8	8	8	8	8	8	56	1.400
Registered Nurse *	36	36	36	36	36	36	36	252	6.300
Licensed Vocational Nurse *	16	16	16	16	16	16	16	112	2.800
Total Hours/FTE - Night								420	10.50
Weekly Total									

COUNTY OF VENTURA

CONTRACT 8705
CORRECTIONAL MEDICAL SERVICES

TOTAL HOURS/FTE - WEEKLY								1,890	47.25
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Ventura County Todd Road									
Day Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Assistant Health Services Administrator	8	8	8	8	8			40	1.000
Physician *	8	8	8	8	8			40	1.000
Mid-Level (FNP) *	8	8	8	8	8			40	1.000
Administrative Assistant-Utilization Management	8	8	8	8	8			40	1.000
Medical Records Clerk	8	8	8	8	8			40	1.000
Dentist *			8	8				16	0.400
Dental Assistant *			8	8				16	0.400
Dental Hygienist *		4						4	0.100
Discharge Planner *	8	8	8	8	8			40	1.000
Psychiatrist/Telepsychiatrist *	8	8	8					24	0.600
Psych FNP *	8	8	8	8	8			40	1.000
Mental Health Professional (LMFT/LCSW) *	16	16	16	16	16	8	8	96	2.400
Registered Nurse *	16	16	16	16	16	8	8	96	2.400
Licensed Vocational Nurse *	16	16	16	16	16	16	16	112	2.800
Recreational Therapist	8	8	8	8	8			40	1.000
Mental Health Professional (LMFT/LCSW) *	8	8	8	8	8			40	1.000
Licensed Vocational Nurse *	8	8	8	8	8			40	1.000
Certified Nursing Assistant *	8	8	8	8	8			40	1.000
Total Hours/FTE - Day								804	20.10
Evening Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Registered Nurse *	8	8	8	8	8	8	8	56	1.400
Licensed Vocational Nurse *	8	8	8	8	8	8	8	56	1.400
Mental Health Professional (LMFT/LCSW) *	8	8	8	8	8	8	8	56	1.400
Total Hours/FTE - Evening								168	4.20
Night Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Registered Nurse *	8	8	8	8	8	8	8	56	1.400
Licensed Vocational Nurse *	8	8	8	8	8	8	8	56	1.400
Total Hours/FTE - Night								112	2.80
Weekly Total									
TOTAL HOURS/FTE - WEEKLY								1,084	27.10

* Denotes minimum staffing positions for purposes of Performance Metrics (Appendix D)

COUNTY OF VENTURA

CONTRACT 8705
CORRECTIONAL MEDICAL SERVICES

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 HIP AA 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.

COUNTY OF VENTURA

CONTRACT 8705
CORRECTIONAL MEDICAL SERVICES

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. Furthermore, 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' 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

COUNTY OF VENTURA

CONTRACT 8705
CORRECTIONAL MEDICAL SERVICES

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.

c. Effect of Termination. Upon termination of the Agreement for any reason, Business Associate shall return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c) and 2(e) of this Agreement to such information, and limit further user of such PHI to those purposes that make the return or destruction of such PHI infeasible. If Business Associate elects to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

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

COUNTY OF VENTURA

CONTRACT 8705
CORRECTIONAL MEDICAL SERVICES

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

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

COUNTY OF VENTURA

CONTRACT 8705
CORRECTIONAL MEDICAL SERVICES**Exhibit D**
Performance Metrics

	Thresholds	Amount Assessed
Performance Indicator- NCCHC accreditation in 18 months once contractor has taken over leadership	100% Essential 85% important	\$25,000
Performance Indicator- Maintain accreditation	100% Essential 85% important	\$25,000
Performance Indicators- Intake	Thresholds	Amount Assessed
Intake screenings are completed within four hours of arrival at the detention facility	90%	\$500/inmate
A mental health professional will evaluate any symptomatic patient referred during the intake process and not to exceed 24 hours.	100%	\$1500 per inmate
Patients with apparent medical conditions will be referred to an onsite provider or contacted by phone if afterhours.	100%	\$1,500
Performance Indicators- Health Assessments	Thresholds	Amount Assessed
Newly admitted inmates will receive a comprehensive health assessment and history within fourteen days of their intake date.	95%	\$1,000
Newly admitted inmates will receive a mental health assessment within fourteen days of their intake date.	95%	\$1,000
Newly admitted inmates will receive an oral screening within fourteen days of their intake date.	95%	\$1,000
Performance Indicators- Chronic Disease	Thresholds	Amount Assessed
Any individual with a stable chronic disease will be seen by a provider within 7 days	95%	\$1,000
Any individual with an unstable chronic disease will be seen by a provider within 48 hours.	100%	\$1,500
Ongoing medications are administered without gap across refill and renewal junctures.	95%	\$500

COUNTY OF VENTURA

CONTRACT 8705
CORRECTIONAL MEDICAL SERVICES

Individuals with a diagnosis of hypertension who have been in the facility for more than 3 months have consistent blood pressure readings at 140/90 or lower.	90%	\$1,000
Individuals with a diagnosis of diabetes who have been in the facility for more than 3 months have a HgA1C of 7.5% or below.	90%	\$1,000
Individuals with asthma will have a baseline peak flow.	95%	\$1,000
Individuals with asthma and considered to be unstable will have peak flow testing at each chronic care appt.	95%	\$1,500
Provider documents status of patient's condition i.e., poor, fair, good	95%	\$1,000
Performance Indicators- Dental	Thresholds	Amount Assessed
Individuals requesting dental care are seen for non-emergent issues within 14 days	95%	\$500 per inmate
Individuals requesting dental care are seen for -emergent issues within 48 hours	95%	\$1,500
Individuals remaining in custody for over one year will receive preventive care and teeth cleaning.	95%	\$500 per inmate
Performance Indicators- Medication Management and Administration	Thresholds	Amount Assessed
Number of stock medications not filled and administered within 24 hours of being prescribed	95%	\$500
Number of newly admitted inmates currently on medications and not receiving medications within 24 hours (stock) and 48 hours for prescribed after intake.	95%	\$1,000
Number of individuals receiving medications without missing dosages	95%	\$1,000
Number of individuals refusing medications three times in a row or five times in a month and not seeing a provider to address this and document their discussion with the inmate and disposition.	95%	\$1,000
New medications are administered within the timeframe ordered by the provider, or within a 24 hour timeframe (stock med) and/or prescribed within a 48 hours.	95%	\$1,000

COUNTY OF VENTURA

CONTRACT 8705
CORRECTIONAL MEDICAL SERVICES

Performance Indicators- Mental Health	Thresholds	Amount Assessed
Inmates will have a mental health assessment within fourteen days of their intake date.	97%	\$1,000
Inmates referred for non-emergent psychiatric evaluations will be seen within seven days.	95%	\$1,000
Inmates identified as having a serious mental illness (SMI) in the community shall be seen at least every 30 days, whether or not they are on psychotic medication for the first 90 days of incarceration.	95%	\$1,000
SMI inmates or inmates on psychotropic medications shall be seen at least every 90 days,	95%	\$1,500
Patients will be seen by mental health within 24 hours of a suicide watch clearance (discharge), then 3 days after discharge., followed by one week post suicide watch and monthly thereafter unless more frequently needed	100%	\$1,500
Performance Indicators- Sick Call Requests	Thresholds	Amount Assessed
Sick call requests shall be time and date stamped within 24 hours of receipt by nursing	95%	\$500
Individuals will be seen within 24 hours (after receipt) of request.	95%	\$1,000
Inmates referred by nursing triage to see medical, dental, or mental health will be seen within 48 hours of referral.	95%	\$1,000
Performance Indicators- Off-Site Services	Thresholds	Amount Assessed
Upon return from an ER visit, procedure, or hospitalization, the RN will assess that individual and will follow-up up with the physical for additional orders.	98%	\$2,000
Patients referred for non-emergent specialty appointments are seen within 4 weeks of the referral.	95%	\$1,000

COUNTY OF VENTURA

CONTRACT 8705
CORRECTIONAL MEDICAL SERVICES

Patients referred for urgent consultation (not needing immediate care) will be seen in 2 weeks.	95%	\$1,500
Upon return from an ER, the patient is placed in the observation housing until seen by a provider and cleared.	95%	\$500
Performance Indicators- Labs	Thresholds	Amount Assessed
Labs will be drawn within 48 hours of the order	95%	\$500
Stat labs ordered, drawn, and results received within 4 hours	95%	\$1,000
Labs and radiological studies are reviewed, signed off, and scanned within 24 hours.	95%	\$500
Performance Indicators- Insurance Enrollment	Thresholds	Amount Assessed
Individuals hospitalized longer than 24 hours and meeting the criteria will have completed an application for the MCIP program.	95%	\$500
Discharge Planning- Performance Indicators	Thresholds	Amount Assessed
Inmates prescribed psych medications at the time of their release will receive either a script or actual medication upon release	95%	\$500
Grievances- Performance Indicators	Thresholds	Amount Assessed
Non-emergency grievances resolved in 14 days	95%	\$500
Percentage of grievances that were found to be in favor of the inmate	95%	\$1,000
Performance Indicators- Staffing	Thresholds	Amount Assessed
Staff trained on suicide prevention within the first 90 days of hire	95%	\$1,000
Staff receiving yearly training on suicide prevention	100%	\$1,500
Minimal staff vacancies*	95%	\$500

COUNTY OF VENTURA

CONTRACT 8705
CORRECTIONAL MEDICAL SERVICES

Number of staff vacancies after 45 days*	95%	\$1000 for each vacancy per 30 days
The on-call Provider will respond to calls from the facility within 15 minutes during evenings, weekends, and holidays	100%	\$1,500

*Staff vacancy penalties shall only apply to those positions designated on the staffing matrices as applicable. The staff vacancy penalties shall only apply to vacant shifts, not vacant positions, as Contractor may fill the shift by any means necessary, including but not limited to use of agency staff, overtime, etc. Staff vacancies shall apply beginning after 4 hours after the start of the shift and are reimbursable for the entire shift.

Positions subject to the penalty include:

- Registered Nurse
- Licensed Vocational Nurse
- Mental Health Professional