

COUNTY OF YOLO

DETENTION MEDICAL SERVICES

1. This Agreement is entered into between the County of Yolo and **California Forensic Medical Group, Inc.** (Contractor")
2. The Term of this Agreement is: **December 1, 2016 through June 30, 2019**, unless sooner terminated as provided in this Agreement. This Agreement may be extended upon written agreement of the Yolo County Health and Human Services Agency Director, and/or her/his designee, and an authorized representative of Contractor for two additional 12 month periods.
3. Subject to CPI escalation as set forth below, the maximum amount of this Agreement is up to **\$9,398,222** for the term of the Agreement, up to \$2,054,821 for Year 1 (December 1, 2016 – June 30, 2017), up to \$3,617,439 for Year 2 (July 1, 2017 - June 30, 2018) and up to \$3,725,962 for Year 3 (July 1, 2018 - June 30, 2019).
4. **CPI Escalation**
The base yearly amount is \$3,546,509, prorated in Year 1 based on a 7 month term. The maximum amount payable yearly for Year 2 and Year 3 shall be the base yearly amount, plus an annual increase in an amount equal to the percentage change in the CPI (all West Urban Consumers) medical services index March of the past year to March of the current year, not to exceed 2% in Year 2 and 3% in Year 3. Any CPI escalation for Year 3 will be based on the base yearly amount for Year 2, plus any previously-applied CPI escalation.
5. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Agreement:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – Special Terms and Conditions

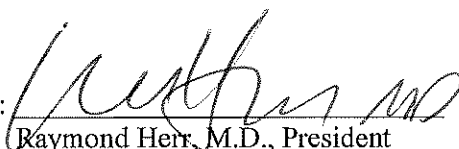
Exhibit C-1 Child and Adult Abuse Certification

Exhibit C-2 Business Associate Agreement

Exhibit D – General Terms and Conditions

This Agreement is made on November 22, 2016.

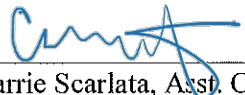
CALIFORNIA FORENSIC MEDICAL GROUP, INC.

By: 

Raymond Herr, M.D., President
2511 Garden Road, Suite A160
Monterey, CA 93940

Approved as to form:

Philip J. Pogledich, County Counsel

By: 

Carrie Scarlata, Asst. County Counsel

COUNTY OF YOLO, a political subdivision
of the State of California

By: _____

Jim Provenza, Chair
625 Court Street
Woodland, CA 95695

By: _____

Karen Larsen, Director
Health and Human Services Agency

Attest:

By: _____

Julie Dachtler, Deputy Clerk
Board of Supervisors

EXHIBIT A
SCOPE OF SERVICES

Contractor agrees to provide the services requested by County in its Request for Proposal Jail and Juvenile Detention Facility Comprehensive Medical Services ("RFP") and as set forth in Contractor's proposal dated January 20, 2016 ("Proposal"), both of which are incorporated into this Agreement by this reference. "Facility" is defined as Yolo County Sheriff's Jail facilities and Yolo County Probation Department's Juvenile Detention Facility together.

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

I. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SERVICES AT THE YOLO COUNTY JAIL FACILITIES

A. TARGET POPULATION AND SERVICE LOCATIONS

Adult detainees of the Yolo County Sheriff's Office who are incarcerated in the Yolo County Jail facilities located at the Monroe Facility and Leinberger Center, 140A Tony Diaz Drive, Woodland, CA 95776.

B. GENERAL SERVICE REQUIREMENTS:

1. Fulfill all requirements set forth in this Agreement.
2. Provide quality and cost-effective comprehensive medical services in a manner that is respectful of the detainees' rights to basic health care.
3. Include contingencies for serving detainees who may need emergency services or who have an urgent condition, as follows:
 - a. All healthcare team members will be familiar with the names, addresses and telephone numbers of on-call medical personnel, ambulance company and local hospitals will be readily available.
 - b. If a medical emergency is reported, the on-site healthcare team will respond immediately with the appropriate equipment to assess the detainee condition and determines the course of treatment.
 - c. If in the opinion of health services staff, the detainee requires treatment that is beyond on-site capabilities, they will notify the watch commander to request and specify mode of transportation (e.g., ambulance or patrol car).
 - d. Detainees awaiting emergency transfer will be under constant supervision by health services staff or health trained custody staff. Contractor will notify Woodland Memorial Hospital or other offsite facility and a Contractor referral form will accompany the detainee.
4. Be available as needed 24 hours a day, 7 days a week.
5. Develop and implement a health services program with clear objectives, policies, procedures and with a process for documenting ongoing achievement of contract obligations. County shall have access to all Contractor policies and procedures related to services provided under this Agreement.
6. Utilize appropriate health service personnel, in accordance with their scope of practice, who are certified and licensed as required in California.

7. Provide administrative leadership that provides for both cost accountability and responsiveness to the contract administrator.
8. Assure that state, federal, and community requirements and standards of care are met, including but not limited to, California Administrative Code Title 15, Division 1, Subchapter 4, Minimum Standards, for Local Detention Facilities and Title 24.
9. Ensure that Institute for Medical Quality (IMQ) accreditation for the jail facilities is maintained and be responsible for any accreditation costs.
10. Assure continuing education standards and requirements of the Medical Board of California for custody and health care staff are met.
11. Dispose of contaminated waste in accordance with California regulations, including bagging and decontamination of contaminated linens.
12. Respond to all complaints initiated by detainees through the Yolo County Sheriff's grievance procedure concerning medical or dental services. In responding, Contractor shall:
 - a. Provide a written response to each detainee grievance within the time parameters specified in the grievance procedure.
 - b. Elicit responses from service providers, if applicable, for each grievance and summarize in the report.
 - c. Be available to testify in court as required.
 - d. Make attempts to resolve detainee complaints on an informal basis.
 - e. For non-emergent requests, Contractor will provide a written response to the detainee. Response will contain the date the healthcare staff responded.
 - f. Forward pending grievances to the Quality Assurance Committee for review.

C. CARE AND TREATMENT REQUIREMENTS

1. 24 hour/day emergency medical services, including but not limited to, on-site emergencies, acute hospital services and transportation.
2. Provide support to custody staff by qualified nursing staff and respond to booking as requested by custody staff during intake screenings and 24 hour Registered Nurse (RN) back up and on-call for intake screening at the time of booking;
3. Daily (five days/week) sick call to be performed by a Nurse Practitioner (NP) and/or Physician's Assistant (PA) at all sites. RN's will triage urgent medical complaints on weekends and refer them to the on-call medical provider.
4. Maintain a formal sick call procedure to timely address all detainee non-emergency illness or injury issues. The sick call processes shall follow all applicable federal, state, and local guidelines, including IMQ standards and Title 15 guidelines.
 - a. Detainees shall have the opportunity to request healthcare services on a daily basis and to have timely follow-up.

- b. Provide triage and screening through direct contact with the detainee by a qualified healthcare professional.
 - c. Detainees with non-urgent healthcare requests shall be seen within 72 hours.
 - d. Detainees with emergent requests shall be seen as soon as possible.
 - e. All detainees, regardless of housing assignments, shall have access to regularly scheduled sick call.
 - f. Any detainee presenting for the third time with the same unresolved complaint shall be scheduled to see the physician at the next clinic or sooner as clinically indicated.
 - g. Requests for mental health services shall be forwarded to the mental health provider. If the sick call request is urgent/emergent and the mental health team members are not onsite at the time of receipt, the on-call mental health provider or Site Medical Director shall be contacted.
 - h. Document all requests and review the requests for immediacy of need/required intervention and prioritize them for the daily schedule.
 - 1) File the Medical Request Form in the detainee's medical record, and note and date the disposition of the sick call request.
 - 2) Scheduled and note sick call appointments on the appropriate sick call log.
 - 3) Monitor sick calls as part of the continuous quality improvement program.
5. Develop initial health screening process that meets State and County requirements and timelines for all detainees. Initial health screenings will provide for early detection and initiation of proper treatment for detainees requiring medical care and to establish medical clearance criteria before admittance to the Facility.
- a. Custody staff trained by Contractor will perform initial health screenings on all detainees immediately upon arrival, using an intake health questionnaire developed by Contractor.
 - b. The screening will:
 - 1) Identify those with immediate and long-term health care needs.
 - 2) Be used as a tool for assisting with housing decisions or special needs for detainees.
 - 3) Identify and address any urgent health needs.
 - 4) Identify detainees who may be contagious and require isolation.
 - 5) Determine any known or identifiable health needs that require attention prior to a health assessment.
 - 6) Identify detainees who may pose a potential threat to themselves or others.
 - 7) Include the following basic components and inquiries into a wide range of current and past health issues such as:

- a) Current health condition;
 - b) Current or past illnesses;
 - c) History of tuberculosis or other infectious/communicable illness, or symptoms suggestive of such illness;
 - d) Recent symptoms of communicable disease;
 - e) Alcohol/other drug use;
 - f) Mental health problems including any suicidal thoughts or risk;
 - g) Medications;
 - h) Routine medical treatments;
 - i) Special health requirements (including dietary needs or restrictions);
 - j) History of trauma and/or abuse/sexual assault;
 - k) History of hospitalizations;
 - l) Dental issues/problems;
 - m) Allergies;
 - n) Current or recent pregnancy (as applicable);
 - o) Health insurance coverage;
 - p) Cognitive or physical impairments; and/or
 - q) Other health problems.
- c. Include collection of various vital signs (temperature, pulse, blood pressure, etc.) and pertinent observations (behavior, body deformities, ease of movement, persistent cough or lethargy, and skin condition).
- d. Include a copy of the Intake Health Screening form in the detainee's medical record.
- e. The RN will respond to the booking area for positive responses or as requested by custody staff and perform a medical screening or take other appropriate action as indicated by the detainee's presentation.
6. Upon admission, arrestees who are under the influence of alcohol or drugs will be separated from the general population and kept under close observation, as per the Sobering Watch policy.
7. Assist in identifying proper placement of an arrestee as follows:
- a. Placement in the general detainee population;
 - b. Placement in the general detainee population and referral to the appropriate health care services at the jail facility;
 - c. Immediate referral to a physician or nurse practitioner for health review/treatment; and/or
 - d. Referral to an appropriate offsite facility or preferred provider for emergency treatment.
8. Comprehensive health appraisal/assessment. Processes shall follow all applicable federal, state, and local guidelines, including, but not limited to IMQ standards and guidelines established by the Yolo County HHSA and Sheriff's Department. Health assessments shall:

- a. Be performed for every detainee at the Yolo County Jail within 14 days after arrival at the facility, unless a prior health appraisal has been completed on a detainee within the previous 90 days.
 - b. Be conducted by a Physician, Nurse Practitioner, Physician's Assistant, or a Registered Nurse.
 - c. Include, but not be limited to:
 - 1) Review of the initial health screening results;
 - 2) Recording of height and weight;
 - 3) Recording of vital signs (pulse, blood pressure, and temperature);
 - 4) Review of health history, including the status of vision and hearing, as well as additional data to complete the dental and mental health histories taken during the initial health screening and subsequent encounters;
 - 5) Review of the findings of the health assessment and tests, and identification of problems by a physician;
 - 6) Collection of additional data, as necessary, to complete the medical, mental healthcare, and dental histories;
 - 7) Complete physical examination;
 - 8) Applicable laboratory and diagnostic tests, including testing for sexually transmitted infections;
 - 9) Oral (dental) history, including instruction in oral hygiene and oral health education;
 - 10) Mental health assessment;
 - 11) Initiation of problem list along with diagnostic and therapeutic plan for each problem;
 - 12) Initiation of therapy and immunizations when appropriate;
 - 13) Tuberculosis (PPD) skin test; and/or
 - 14) Other screenings and testing, as medically necessary, may be conducted or arranged.
 - d. Be documented in the detainee's health record, adding progress notes as necessary.
 - e. Continue to be performed on all detainees who have been incarcerated at the Yolo County Jail for over one year, in accordance with applicable standards and following the same criteria as the initial health appraisals.
9. Medically necessary diagnostic services including, but not limited to, laboratory, electrocardiogram (EKG), electroencephalography (EEG), radiology, and imaging.
- 1) Laboratory specimens shall be collected and handled by on-site health services staff in accordance with accepted laboratory standards.
 - 2) Contractor shall provide for general x-ray services to be performed onsite, using a mobile X-ray partner.
 - a) When mobile on-site services are not available or a detainee's condition dictates the necessity for off-site services, Contractor will make arrangements with the Yolo County Jail to transport the detainee to a local radiology group or hospital.
 - b) Services typically performed offsite include invasive x-ray procedures, EEG, MRI, and CT Scans.
 - c) A board certified or board eligible radiologist will interpret test results.

- d) All radiology results shall be reviewed and initialed by the site physician with a follow-up plan of care as indicated.
 - 3) Contractor shall provide EKG services on site and will remain responsible for all equipment and supplies and a cardiologist reading over required studies.
 - 4) Contractor shall coordinate all EKG care to ensure the minimization of offsite visits and appointments will be cleared with facility transport.
10. Documented medical observation of detainees placed in administrative segregation in accordance with Title 15.
11. Services to address long-term care of detainees and the changing needs of the jail population.
- a. Identify detainees with chronic conditions as part of the Intake Health Screening process at the time of booking.
 - b. Address detainees with unstable conditions immediately.
 - c. Detainees with stable conditions have initial baseline data gathered and then are seen by the provider within seven days.
 - d. Conduct additional chronic care visits routinely every 90 days if detainees are stable or as needed until the detainee becomes stable. Vital signs, blood sugar and other relevant health data are all listed together in chronological order, regardless of how, when or by whom the information was collected. Make all information available in a spreadsheet, flow sheet, or graph for easy review.
 - e. Provide close medical supervision and, as needed, multidisciplinary care for detainees with chronic diseases and/or other special medical needs.
 - f. Follow the most current applicable Centers for Disease Control (CDC) guidelines for testing and treatment for conditions.
 - g. Provide close medical supervision and/or multidisciplinary care in an effort to provide the detainee with necessary periodic follow-up, evaluation, and treatment. Schedule such encounters as determined by the medical provider depending on the health status of the detainees.
 - h. Create an individualized, written treatment plan for each detainee assigned to a chronic or specialty care clinic that addresses the detainee's particular needs. Within this treatment plan, Contractor shall provide the detainee with access to the necessary supportive and rehabilitative services in order to maintain or improve the detainee's health.
 - i. Clinical quality measures.
 - 1) Comply with the American Diabetes Association (ADA) Standards of Care for treatment of detainees diagnosed with diabetes and provide quarterly aggregate reports on the progress in meeting those standards.
 - 2) Comply with the JNC 8 Guidelines for the Management of Hypertension in Adults for detainees diagnosed with hypertension and provide quarterly aggregate reports on the progress in meeting those guidelines.

- j. Make every effort to provide specialty services on site.
 - k. Coordinate specialty care services with outside providers when they cannot be delivered on site.
 - l. Provide jail administration with notice for specialty care services well in advance except for emergency situations where treatment cannot be delayed.
 - m. For security and safety purposes, Contractor shall not disclose any appointment information (such as date, time and place of appointment) to detainees, their family or friends.
12. Provide a defined program for identifying and meeting the special needs of the female population, e.g., pregnancy, lactating mothers, family planning services, etc. Contractor will provide:
- a. Nondirective counseling about pregnancy prevention, including access to emergency contraception. Continuation of contraception shall be offered for women who are on a method of contraception at intake.
 - b. Provide comprehensive family planning counseling to inmates to include planning for their unborn child (i.e., adoption, abortion, or family care).
 - c. Refer and schedule inmates requiring routine obstetric care with an off- site OB/GYN specialist and provide prenatal and postnatal care in accordance with their recommended course of treatment, including but not limited to, necessary vitamins, childbirth education, and prenatal, postpartum, and infant care information.
 - d. Prenatal care, including diet, regularly scheduled obstetric monitoring, provisions for lactating women, management of the chemically-dependent pregnant inmate and monitoring for postpartum depression.
 - e. Pregnant detainees who are booked and addicted to opiates are treated as follows:
 - 1) If the detainee is currently on methadone, the methadone treatment facility will be contacted for continued maintenance.
 - 2) If the detainee is addicted to opiates and not currently on methadone, she will be seen by the physician who will develop a plan for maintenance or detoxification.
 - f. Provide abortion services in accordance with Penal Code section 4028, even if the detainee has no ability to pay.
13. Treatment of withdrawal syndromes/substance use disorder as follows:
- a. Complete detoxification from alcohol under medical supervision in accordance with direct orders from the responsible medical provider and/or approved protocols/standardized procedures.
 - b. Use Contractor's Alcohol Withdrawal Syndrome (AWS) protocol to identify, assess and treat detainees with alcohol withdrawal syndrome.
 - c. Observe and assess detainees placed in sobering cells upon admission and follow up as per the Sobering Watch Policy.
 - d. Upon admission, the nursing staff will complete the Contractor Sobering/Safety Cell/Restraint Log

form which includes vital signs, level of consciousness; and question the detainee regarding history of alcohol-related seizures and other pertinent medical conditions.

14. Provide medically necessary specialty physician services.
15. Coordinate with the facility food service supervisor to ensure the provision of appropriate therapeutic diets and adhere to the standards outlined in Title 15, Section 1240-1249 of the California Administrative Code. Contractor's healthcare team shall monitor special diets.
 - a. Conduct food service worker exams for all detainees being assigned to a food handling job within 72 hours of notification and prior to being placed in the work assignment.
 - b. Perform a communicable disease and TB screening prior to clearing detainees to work in the kitchen. The food service director will monitor the health and cleanliness of detainee food handlers.
16. Conduct exams for detainees assigned to on- or off-site work duties, and provide appropriate care to detainees who are injured or suffer an illness while performing on- or off-site work duties.
17. Provide personal care, hygiene, medical management and observation of detainees housed in the medical outpatient care unit 24 hours a day by appropriately licensed health services staff.
18. Acute care hospital services
 - a. A detainee requiring acute hospital services, such as critical care and intensive care/monitoring and general surgery will be referred to Woodland Memorial Hospital or other appropriate community provider.
 - b. Contractor will assume all costs for detainees (excluding security) from the time of booking, medical acceptance, and physical placement of a detainee into the facilities.
 - c. No referrals will be made to any facility without the approval of the medical director or on-call medical personnel (with the exception of life-threatening emergencies).
 - d. The medical director is the liaison with hospital medical staff to transfer detainees back to custody or the special housing unit as soon as it is medically feasible.
 - e. For any required hospitalization of a detainee, the off-site treating physician undertakes the care and treatment of the detainee.
 - f. Contractor's healthcare team communicates on a daily basis with the treating physician regarding the delivery of all hospitalization services.
19. Provide dental services that mirror Denti-Cal Adult Dental Benefits to all detainees.
 - a. Correspond dental screenings to Denti-Cal requirements and perform as part of the 14-day health assessment.
 - b. Provide dental care to detainees under the direction of a licensed dentist.
 - c. Services exclude orthodontic and cosmetic treatment.
 - d. Treatment provided is based on the detainee's length of stay and priorities listed below:

- 1) Relief of pain and treatment of acute infections. This includes 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 conditions that may lead to malignancies
 - 5) Annual dental hygiene services and exam for detainees in custody for a year or more.
 - e. Triage, prioritize and schedule detainees to see the dentist utilizing a priority system developed by the dentist, although emergency cases will be seen as soon as possible.
 - f. Arrange transportation to off-site facilities with custody staff, if necessary.
 - g. Elective restorative work that can reasonably be deferred without serious detriment to the detainee should be considered the detainee's responsibility.
 - 1) Such work may, with County's approval, be done during the period of incarceration at the detainee's expense. Otherwise, appropriate referral information should be supplied upon release.
 - h. Maintain a record of dental treatment in each detainee's medical record.
20. Provide optometry services that mirror Medi-Cal benefits to all detainees.
- a. Services shall be provided by a licensed optometrist as medically indicated.
 - b. Services shall include evaluation, diagnosis and treatment of eye conditions and examinations.
 - c. Eyeglasses shall be provided as medically indicated.
 - d. Contractor shall be responsible for all specialty care ophthalmologist services, when required.
21. Provide standard screening, laboratory testing and other testing, radiographic studies, diagnosis, and treatment for HIV, latent and active tuberculosis and other communicable diseases. The extent of communicable disease screening shall be determined by the responsible physician in collaboration with the County Health Officer.
22. Provide pharmacy services consistent with all applicable state and federal laws and regulations, monitored by a licensed, qualified pharmacist, and consultations with County staff regarding formulary and any proposed changes. Contractor shall:
- a. Supply all equipment and supplies necessary to support the pharmaceutical program.
 - b. Ensure that the pharmaceutical program and medication management processes follow all applicable federal, state, and local guidelines, including Title 15 sections 1216 and 1438.
 - c. Prescribe psychotropic medications only when clinically indicated and not given for disciplinary reasons.
 - d. Involuntary administer medication only if an emergency situation exists in which the detainee is

deemed by the responsible physician or psychiatrist to be a danger to self or others by reason of mental disorder.

- e. Administer involuntary psychotropic medications only as an interim measure until the detainee can be transferred to a clinically appropriate treatment facility.
- f. Manage the procurement, payment, inventory control, dispensing and disposal of all pharmaceuticals including psychotropic medications. This includes:
 - 1) Maintain inventory, cost, and ordering records for all pharmaceuticals including all over the-counter medications dispensed by the pharmacy.
 - 2) Generate non-formulary requests electronically (i.e. computerized ordering and tracking in a system).
 - 3) Keep current detainee drug profiles.
 - 4) Identify potential interactions for all ordered drugs.
 - 5) Identify any detainee who is enrolled in a chronic care clinic.
 - 6) Generate lists of detainees whose medications are within seven days of expiration.
- g. Coordinate a Pharmacy and Therapeutics Committee that includes Contractor's Chief Medical Officer, onsite physicians, psychiatrists, and Directors of Operations. Conduct meetings quarterly or monthly as required to discuss medication administration, utilization patterns, success or corrections needed and any problems arising from pharmacy activities.
- h. Provide a pharmaceutical program that is properly operated in accordance with all applicable Federal and State laws and follows all regulations regarding prescribing, storing, dispensing and administering medications.
- i. Provide a licensed pharmacist to oversee the pharmacy program.
- j. Conduct on-site inspections once per year.
- k. Lock all DEA-controlled medications in secured, double-locked cabinet within the medical unit.
- l. Secure all syringes, needles and surgical instruments in a secured cabinet.
- m. Nursing personnel will conduct end of shift counting and reporting.
- n. Manage and inventory all DEA-controlled medications according to federal and state regulations.
- o. Work with facility Commander to ensure all storage procedures comply with all County safety guidelines.
- p. Administer medication utilizing medication policies and procedures.
 - 1) Administer medications principally on a twice daily (BID) basis. Administer medications that require administration more frequently (three times per day (TID) or four times per day (QID) as ordered.

- 2) Guidelines for the administration of medication include the following:
 - a) Administer medications only on the order of the physician/mid-level practitioner or RN operating under standardized procedures. A physician will countersign all verbal orders at the earliest opportunity.
 - b) The nurse will identify all patients prior to administering medication by verifying last name, first name and middle initial by checking detainee's arm band and/or ID badge.
 - c) Verify all medications to assure appropriate medication, proper dose and correct time.
 - d) Observe the detainee take the medication to avoid "palming" or "cheeking."
 - e) Document the reason for any prescribed medication not being administered (i.e., refused, in court).
- 3) Upon transfer, may give limited amounts of essential medications or a prescription to the detainee to assure continuity of care.
- 4) Document the fact that detainees are receiving and ingesting their prescribed medications.
- 5) Record all prescribed medications administered on the Medication Administration Record (MAR), which becomes part of the permanent medical record.
23. Provide patient education services as required by IMQ accreditation standards and state regulations (e.g., California Statutes 1988, Chapter 1301, mandatory Acquired Immune Deficiency Syndrome (AIDS) education for detainees).
24. Provide for all emergency medical transportation.
25. Conduct release planning for ongoing medical conditions, including a prescription for 7 days of medication, as medically necessary, for all detainees under treatment at time of release, to assure continuity of care in accordance with all applicable laws, regulations and rules.
26. Coordinate and work with offsite providers when detainees are referred to ensure that providers understand that all recommendations involving any special procedures or non-routine follow-up must be communicated to the Contractor's Medical Director or designee.
27. Ensure that each activity is documented in a report in the detainee's medical record.
28. Provide for services in languages other than English, as appropriate for the populations served.

D. PERSONNEL REQUIREMENTS

1. Contractor shall provide staffing as set forth in Plan below and as set forth in greater specificity in Exhibit C:

Yolo County HHSA Medical Staffing Plan - Jail										
Position	Scheduled Hours							Total Hours	FTEs	Facility
	SUN	MON	TUE	WED	THU	FRI	SAT			
Day Shift										
Program Manager		8.00	8.00	8.00	8.00	8.00		40.00	1.00	Jail/JDF
Assistant Program Manager		8.00	8.00	8.00	8.00	8.00		40.00	1.00	Jail/JDF
RN	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10	Jail
LVN	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10	Jail
FNP/PA		8.00	8.00	8.00	8.00	8.00		40.00	1.00	Jail/JDF*
Clerk/C.N.A	8.00	16.00	16.00	16.00	8.00	8.00	8.00	80.00	2.00	Jail
Evening Shift										
LVN	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40	Jail/JDF
LVN	4	8.00	8.00	8.00	8.00	8.00	4.00	48.00	1.20	Jail
Night Shift										
RN	12	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10	Jail
RN	12	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10	Jail
Total Non-Providers								640.00	16.00	
Physicians and Other Providers										
Medical Director/Physician	10 hrs per week							10.00	0.25	Jail/JDF
FNP/PA/Physician On Call	24 hrs per day, 7 days per week									Jail/JDF
Dentist	6 hrs per week (or 12 hrs every two weeks) TBD							6.00	0.15	All
Dental Assistant	6 hrs per week (or 12 hrs every two weeks) TBD							6.00	0.15	All
Dental Hygienist	8 hrs every month TBD							2.00	0.05	All
Total Providers								24.00	0.60	
Total All Staff								664.00	16.60	

II. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SERVICES AT THE YOLO COUNTY JUVENILE DETENTION FACILITY (JDF)

A. TARGET POPULATION AND SERVICES LOCATION: Youth of the Yolo County Probation Department who are incarcerated in the Juvenile Detention Facility, Yolo County Juvenile Hall, 2880 E. Gibson Road, Woodland, CA 95776.

B. GENERAL SERVICE REQUIREMENTS

1. Fulfill all requirements set forth in this Agreement.
2. Include quality and cost-effective comprehensive health services that operate in a manner that is respectful of the youth's rights to basic medical care.
3. Include contingencies for serving youth who may need emergency services or who have an urgent condition.
 - a. All healthcare team members will be familiar with the:
 - 1) Common medical emergencies that may occur in the JDF;
 - 2) Appropriate first aid procedures necessary to treat the youth;
 - 3) Names, addresses and telephone numbers of on-call medical and mental health personnel, ambulance company and local hospitals.

- b. If a medical emergency is reported, the on-site healthcare team will respond immediately with the appropriate equipment to assess the youth's condition and determines the course of treatment.
 - c. If in the opinion of health services staff, the youth requires treatment that is beyond on-site capabilities, they notify the watch commander to request and specify mode of transportation (e.g., ambulance or patrol car).
 - d. Youths awaiting emergency transfer will be under constant supervision by health services staff or health trained custody staff. Woodland Memorial Hospital or other offsite facility will be notified and a Contractor referral form will accompany the youth.
- 4. Be on-call as needed 24 hours a day, 7 days a week, to include medical personnel responding in person to the JDF from the adult jail facility when feasible and does not leave insufficient staffing at the adult jail to make assessments of urgent medical complaints. When medical personnel from the adult facility are not available, on call service will be provided.
 - 5. Develop and implement a health services program with clear objectives, policies, procedures and with a process for documenting ongoing achievement of contract obligations. County shall have access to all Contractor policies and procedures related to services provided under this Agreement.
 - 6. Utilize appropriate health service personnel, in accordance with their scope of practice, who are certified and licensed as required in California.
 - 7. Provide administrative leadership that provides for both cost accountability and responsiveness to County.
 - 8. Assure that state, federal, and community requirements and standards of care are met, including but not limited to:
 - a. California Code of Regulations, Title 15, Division 1, Chapter 1, Subchapter 5, Minimum Standards for Juvenile Halls as published at www.oal.ca.gov/ccr.htm and as it may be updated from time to time during the term of this contract. Contractor shall perform all duties of the health administrator specified in this subchapter.
 - b. Code of Federal Regulations, Title 28, Part 115, Prison Rape Elimination Act National Standards as published currently and as it may be updated from time to time during the term of this Agreement. The authoritative informational resource is at www.ecfr.gov.
 - 9. Ensure that IMQ accreditation for the JDF is maintained and be responsible for any accreditation costs.
 - 10. Provide continuing education for custody and medical staff as requested by County and at minimum meets the standards and requirements of the Medical Board of California.
 - 11. Dispose of contaminated waste in accordance with California regulations, and bag and decontaminate contaminated linens.

C. CARE AND TREATMENT REQUIREMENTS

- 1. Provide a physician on-call 24 hours per day, and on site as required in the staffing plan set forth below.
- 2. Provide 24 hour/day emergency medical services including but not limited to on-site emergencies, acute hospital services and transportation.

3. Qualified nursing staff will provide support to custody staff as requested during intake screenings.
4. A Registered Nurse (RN) will respond to the booking area as needed when on-site; provided, however, an RN will respond in person from the adult jail facility when feasible and does not leave insufficient staffing at the adult facility. If medical personnel is not available to respond to JDF from the adult jail facility, custody staff may contact the on-call provider, who will be available 24 hours a day for backup for intake screenings at the time of booking.
5. Daily (five days/week) sick call to be performed by an RN. An RN, NP or PA will respond from the adult jail facility for urgent medical complaints/problems on weekends when feasible and does not leave insufficient staffing at the adult facility.. If medical personnel is not available to respond from the adult jail facility, custody staff may contact the on-call provider.
 - c. Contractor will maintain a formal sick call procedure to timely address all youth non-emergency illness or injury issues. The sick call processes shall follow all applicable federal, state, and local guidelines, including IMQ standards and Title 15 guidelines.
 - 1) Youth shall have the opportunity to request healthcare services on a daily basis and to have timely follow-up.
 - 2) Contractor shall provide triage and screening through direct contact with the youth by a qualified healthcare professional.
 - 3) Youth with non-urgent healthcare requests shall be seen at sick call within 72 hours.
 - 4) Youth with emergent requests shall be seen as soon as possible.
 - 5) All youth, regardless of housing assignments, shall have access to regularly scheduled sick call.
 - 6) Any youth presenting for the third time with the same unresolved complaint shall be scheduled to see the physician at the next clinic or sooner as clinically indicated.
 - 7) Contractor will forward requests for mental health services to the mental health provider. If the sick call request is urgent/emergent and the mental health team members are not onsite at the time of receipt, Contractor shall contact the on-call mental health provider or Site Medical Director.
 - 8) Contractor shall document all requests and review the requests for immediacy of need/required intervention and prioritize them for the daily schedule.
 - a) The Medical Request Form will be filed in the youth's medical record, and the disposition of the sick call request will be noted and dated.
 - b) A sick call appointment will be scheduled and noted on the appropriate sick call log.
 - 9) Sick call shall be monitored as part of the continuous quality improvement program.
6. Develop initial health screening process that meets State and County requirements and timelines for all youth. Initial health screenings will provide for early detection and initiation of proper treatment for youth requiring medical care and to establish medical clearance criteria before admittance to the JDF.
 - a. Custody staff trained by Contractor will perform initial health screenings on all youth immediately upon arrival, using a intake health questionnaire developed by Contractor.
 - b. The screening will:
 - 1) Identify those with immediate and long-term health care needs.

- 2) Be used as a tool for assisting with housing decisions or special needs for youth.
- 3) Identify and addresses any urgent health needs.
- 4) Identify youth who may be contagious and require isolation.
- 5) Determine any known or identifiable health needs that require attention prior to a health assessment.
- 6) Identify youth who may pose a potential threat to themselves or others.
- 7) Include the following basic components and inquiries into a wide range of current and past health issues such as:
 - a) Current health condition;
 - b) Current or past illnesses;
 - c) History of tuberculosis or other infectious/communicable illness, or symptoms suggestive of such illness;
 - d) Recent symptoms of communicable disease;
 - e) Alcohol/other drug use;
 - f) Mental health problems including any suicidal thoughts or risk;
 - g) Medications;
 - h) Routine medical treatments;
 - i) Special health requirements (including dietary needs or restrictions);
 - j) History of trauma and/or abuse/sexual assault;
 - k) History of hospitalizations;
 - l) Dental issues/problems;
 - m) Allergies;
 - n) Current or recent pregnancy (as applicable);
 - o) Health insurance coverage;
 - p) Cognitive or physical impairments; and/or
 - q) Other health problems.
- c. Include collection of various vital signs (temperature, pulse, blood pressure, etc.) and pertinent observations (behavior, body deformities, ease of movement, persistent cough or lethargy, and skin condition).
- d. Include a copy of the Intake Health Screening form in the youth's medical record.
- e. The RN will respond to the booking area for positive responses or as requested by custody staff and will perform a medical screening.
8. Conduct comprehensive health appraisals and assessment. Processes shall follow all applicable federal, state, and local guidelines, including, but not limited to IMQ standards and guidelines established by the Yolo County HHSA and Probation Department. Health appraisals/assessments shall:
 - a. Include a physical examination within 96-hours of intake.

- b. Be conducted by a Physician, Nurse Practitioner, Physician's Assistant, or a Registered Nurse.
 - c. Include, but not be limited to:
 - 1) Review of the receiving screening results;
 - 2) Recording of height and weight;
 - 3) Recording of vital signs (pulse, blood pressure, and temperature);
 - 4) Review of health history, including the status of vision and hearing, as well as additional data to complete the dental and mental health histories taken during the initial health screening and subsequent encounters;
 - 5) Review of the findings of any previous health assessments and tests, and identification of problems previously diagnosed by a physician;
 - 6) Collection of additional data, as necessary, to complete the medical, mental healthcare, and dental histories;
 - 7) Applicable laboratory and diagnostic tests including testing for sexually transmitted infections
 - Oral (dental) history, including instruction in oral hygiene and oral health education;
 - 8) Mental health assessment;
 - 9) Initiation of problem list along with diagnostic and therapeutic plan for each problem;
 - 10) Initiation of therapy and immunizations when appropriate; and
 - 11) Tuberculosis (PPD) skin test and other screenings and testing, as medically necessary, will be conducted or arranged.
 - d. Be documented in the youth's health record, adding progress notes as necessary. Document initiation of therapy and immunizations as applicable.
 - e. Continue to be performed on all youth who have been detained at the JDF for over one year, in accordance with applicable standards.
 - f. Examination will be conducted by a physician or mid-level practitioner (nurse practitioner)
 - g. Periodic health appraisals will follow the same criteria as the initial health appraisals.
9. Treat withdrawal syndromes/substance use disorders as follows:
- a. Send youth who are intoxicated or under the influence of drugs to the hospital emergency room for evaluation and clearance prior to being accepted into the JDF.
 - b. Assist in identifying proper placement of a youth as follows:
 - 1) Placement in the general youth population;
 - 2) Placement in the general youth population and referral to the appropriate health care services at the JDF; and
 - 3) Immediate referral to a physician or nurse practitioner for health review/treatment, and/or referral to an appropriate offsite facility or preferred provider for emergency treatment.
10. Provide medically necessary diagnostic services including, but not limited to, laboratory, electrocardiogram (EKG), electroencephalography (EEG), radiology, and imaging.
- a. Laboratory specimens shall be collected and handled by on-site health services staff in accordance

- with accepted laboratory standards.
- b. Perform general x-ray services onsite, using a mobile X-ray partner.
 - 1) When mobile on-site services are not available or a youth's condition dictates the necessity for off-site services, Contractor will make arrangements with County to transport the youth to a local radiology group or hospital.
 - 2) Services typically performed offsite include invasive x-ray procedures, EEG, MRI, and CT Scans.
 - 3) A board certified or board eligible radiologist will interpret test results.
 - 4) All radiology results shall be reviewed and initialed by the site physician with a follow-up plan of care as indicated.
 - c. Contractor shall provide EKG services on site and will remain responsible for all equipment and supplies and a cardiologist reading over required studies. Contractor shall coordinate all EKG care to ensure the minimization of offsite visits and appointments will be cleared with facility transport.
11. Documented, daily medical observation of youth placed in administrative segregation in accordance with Title 15.
12. Provide a defined program for identifying and meeting the special needs of the female population, e.g., pregnancy, lactating mothers, family planning services, etc.
- a. Nondirective counseling about pregnancy prevention, including access to emergency contraception. Continuation of contraception shall be offered for females who are on a method of contraception at intake.
 - b. Provide comprehensive family planning counseling to youths to include planning for their unborn child (i.e., adoption, abortion, or family care).
 - c. Refer and schedule youths requiring routine obstetric care with an off- site OB/GYN specialist and provide prenatal and postnatal care in accordance with their recommended course of treatment, including but not limited to, necessary vitamins, childbirth education, and prenatal, postpartum, and infant care information.
 - d. Prenatal care, including diet, regularly scheduled obstetric monitoring, provisions for lactating females, management of the chemically-dependent pregnant youth and monitoring for postpartum depression.
 - e. Treat pregnant youth who are booked and addicted to opiates as follows:
 - 1) If the youth is currently on methadone, the methadone treatment facility will be contacted for continued maintenance.
 - 2) If the youth is addicted to opiates and not currently on methadone, she will be seen by the physician who will develop a plan for maintenance or detoxification.
 - 3) Provide abortion services in accordance with Penal Code section 4028, even if the detainee has no ability to pay.
13. Provide medically necessary specialty physician services.

14. Coordinate with the facility food service supervisor to ensure the provision of appropriate therapeutic diets and adhere to the standards outlined in Title 15, Section 1240-1249 of the California Administrative Code. Contractor's healthcare team monitors special diets.
15. If a vocational cooking program is available to the youth provide:
 - a. Conduct food service worker exams for all youth assigned to a food handling job within 72 hours of notification and prior to being placed in the work assignment.
 - b. Conduct exams for youth assigned to on- or off-site work duties, and provide appropriate care to youth who are injured or suffer an illness while performing on- or off-site work duties.
16. Acute care hospital services.
 - a. A youth requiring acute hospital services, such as critical care and intensive care/monitoring and general surgery will be referred to Woodland Memorial Hospital or other appropriate community provider.
 - b. Contractor will assume all costs for youth (excluding security) from the time of booking, medical clearance, and physical placement of a youth into the facilities.
 - 1) Liability for such cases is limited to any catastrophic limitations described in the cost proposal of this document.
 - c. No referrals will be made to any facility without the approval of the medical director or on-call medical personnel (with the exception of life-threatening emergencies).
 - d. The medical director is the liaison with hospital medical staff to transfer youth back to the JDF as soon as it is medically feasible.
 - e. For any required hospitalization of a youth, the off-site treating physician undertakes the care and treatment of the youth.
 - 1) Contractor's healthcare team communicates on a daily basis with the treating physician regarding the delivery of all hospitalization services.
17. Contractor will provide youth with an initial dental evaluation within 90 days but not before 70 days after the youth's date of admission into the JDF. After the initial evaluation, Contractor will provide dental evaluations to youth every six months to ensure dental health. .
18. Provide optometry services that mirror Medi-Cal Children's Benefits.
 - a. Services shall be provided by a licensed optometrist as medically indicated.
 - b. Services shall include evaluation, diagnosis and treatment of eye conditions and examinations.
 - c. Eyeglasses shall be provided as medically indicated.
 - d. Contractor will be responsible for all specialty care ophthalmologist services, when required.
19. Provide pharmacy services consistent with all applicable state and federal laws and regulations, monitored

by a licensed, qualified pharmacist. Contractor will consult with County regarding formulary and any proposed changes. Contractor shall:

- a. Supply all equipment and supplies necessary to support the pharmaceutical program.
- b. Ensure that the pharmaceutical program and medication management processes follow all applicable federal, state, and local guidelines, including Title 15 sections 1216 and 1438.
- c. Only prescribe psychotropic medications when clinically indicated and not for disciplinary reasons.
- d. Involuntary administration of medication is not permitted unless an emergency situation exists in which the youth is deemed by the responsible physician or psychiatrist to be a danger to self or others by reason of mental disorder.
- e. Administration of involuntary psychotropic medications shall only be initiated as an interim measure until the youth can be transferred to a clinically appropriate treatment facility.
- f. Manage the procurement, payment, inventory control, dispensing and disposal of all pharmaceuticals including psychotropic medications. This includes:
 - 1) Maintain inventory, cost, and ordering records for all pharmaceuticals including all over the-counter medications dispensed by the pharmacy.
 - 2) Generate non-formulary requests electronically (i.e. computerized ordering and tracking in a system).
 - 3) Keep current youth drug profiles.
 - 4) Identify potential interactions for all ordered drugs.
 - 5) Identify any youth who is enrolled in a chronic care clinic.
 - 6) Generate lists of youth whose medications are within seven days of expiration.
- g. Form and coordinate a Pharmacy and Therapeutics Committee that includes Contractor's Chief Medical Officer, onsite physicians, psychiatrists, and Directors of Operations. Meetings will be conducted quarterly, but may change to monthly at request of County to discuss medication administration, utilization patterns, success or corrections needed and any problems arising from pharmacy activities.
- h. Properly operate the pharmaceutical program in accordance with all applicable Federal and State laws and follow all regulations regarding prescribing, storing, dispensing and administering medications.
- i. May use subcontractors throughout the State of California to provide a licensed pharmacist to oversee the pharmacy program.
- h. Conduct on-site inspections once per year.
- i. Lock all DEA-controlled medications in secured, double-locked cabinet within the medical unit.
- j. Secure all syringes, needles and surgical instruments in a secured cabinet.
- k. Nursing personnel will conduct all end of shift counting and reporting.
- l. Manage and inventory all DEA-controlled medications according to federal and state regulations.

- m. Work with Facility Commander to ensure all storage procedures comply with all County safety guidelines.
 - n. Document that youth are receiving and ingesting their prescribed medications. Record all administered prescribed medications on the Medication Administration Record (MAR), which becomes part of the permanent medical record.
20. Document and provide written notification to custody staff when a youth's ordered medication was not administered and the reason given.
21. Provide patient education services as required by IMQ accreditation standards and state regulations (e.g., California Statutes 1988, Chapter 1301, mandatory Acquired Immune Deficiency Syndrome (AIDS) education for youth).
22. Provide for all emergency medical transportation.
23. Conduct release planning for ongoing medical conditions, including a prescription for up to 30 days' supply, as appropriate, for all youth under treatment at time of release, to assure continuity of care in accordance with all applicable laws, regulations and rules;
24. Coordinate and work with offsite providers when youth are referred to ensure that providers understand that all recommendations involving any special procedures or non-routine follow-up must be communicated to the Contractor's Medical Director or designee.
25. Ensure that each activity is documented in a report in the youth's medical record.
26. Provide services in languages other than English, as appropriate for the populations served. Contractor shall utilize available County staff for interpreting.
27. Verify that the youth meet immunization requirements to attend school in the State of California and request a copy of client's immunization record from the school last attended or the current physician. If immunization records are unavailable, immunize client in accordance established procedures, documenting immunizations in the client's health records.
28. Coordinate with other providers in the facility and community providing services, i.e., substance abuse treatment, to youth.
29. For youths housed in the JDF through the Office of Refugee Resettlement (ORR) program, Contractor will provide all services under this Agreement in accordance with the standards and procedures required by: the Administration for Children and Families (ACF), Office of Refugee Resettlement (ORR), UAC Portal Medical Module Sections 1.0 to 1.4, Office of Refugee Resettlement Policy: Children Entering the United States Unaccompanied Section 3.4 to 3.4.9 Medical Services and 4.9 to 4.9.4 Medical and Mental Health Services following sexual abuse, and ORR UAC Program Operations Manual Section 7: Medical Dental/ Mental Health. <http://www.acf.hhs.gov/programs/orr/resource/children-entering-the-united-states-unaccompanied>

D. PERSONNEL REQUIREMENTS

1. Contractor shall provide staffing as noted in Plan below and as set forth in greater specificity in Exhibit C:

Yolo County HHSA										
Medical Staffing Plan - Juvenile Detention Facility										
Position	Scheduled Hours							Total Hours	FTEs	Facility
	SUN	MON	TUE	WED	THU	FRI	SAT			
Day Shift										
Program Manager		8.00	8.00	8.00	8.00	8.00		40.00	1.00	Jail/JDF
Assistant Program Manager		8.00	8.00	8.00	8.00	8.00		40.00	1.00	Jail/JDF
RN		8.00	8.00	8.00	8.00	8.00		40.00	1.00	JDF
FNP/PA		8.00	8.00	8.00	8.00	8.00		40.00	1.00	Jail/JDF*
Evening Shift										
LVN	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40	Jail/JDF
Total Non-Providers								216.00	5.40	
Physicians and Other Providers										
Medical Director/Physician	10 hrs per week							10.00	0.25	Jail/JDF
FNP/PA/Physician On Call	24 hrs per day, 7 days per week									Jail/JDF
Dentist	6 hrs per week (or 12 hrs every two weeks) TBD							6.00	0.15	All
Dental Assistant	6 hrs per week (or 12 hrs every two weeks) TBD							6.00	0.15	All
Dental Hygienist	8 hrs every month TBD							2.00	0.05	All
Total Providers								24.00	0.60	
						Total All Staff		240.00	6.00	

2. Ensure that staffing levels meet the minimum stated levels, including providing:
 - a. 1.0 FTE Registered Nurse (RN) during the day, Monday through Friday, to conduct sick call utilizing standardized procedures, administer medications, transcribe orders, perform treatments, respond to emergencies and pull medical charts for the next day.
 - b. 1.0 FTE Licensed Vocational Nurse (LVN) during the swing shift, Monday through Friday, to assist with transcribing orders, medication administration, health appraisals and respond to booking to perform medical clearances.
 - c. 0.2 FTE LVN during the day on Saturday and Sunday to provide and/or assist with transcribing orders, medication administration, health appraisals and respond to booking to perform medical clearances;
 - d. 0.125 FTE RN manager to be scheduled one hour per day, Monday through Friday to conduct administrative oversight of services provided under this contract.
 - e. 0.075 FTE psychiatrist to be scheduled three hours per week during the day, on any day(s) Monday through Friday, to see referred clients, conduct assessments, sign charts and prescribe psychotropic medications.
 - f. 0.05 FTE physician to be scheduled two hours per week during the day, on any day(s) Monday through Friday to see consults, sign charts and conduit audits.

EXHIBIT B
BUDGET AND METHOD OF PAYMENT

I. METHOD OF PAYMENT

A. Monthly Flat Rate. In consideration of Contractor's satisfactory performance in providing the services described in this Agreement, and subject to any applicable offsets, deductions, Section B below and any CPI escalations, County shall, upon receipt of a monthly invoice submitted to County by Contractor, pay Contractor a monthly rate as follows:

1. Year 1: one-seventh of the applicable base yearly amount set forth on page 1 of this Agreement
2. Year 2 and Year 3: one-twelfth of the applicable base yearly amount set forth on page 1 of this Agreement

B. Per Diem Rate. Adjustments to Average Daily Population (ADP)

Per Diem Rate for Average Daily Population below 418 (Rebate) or over 510 (Premium) - \$3.70

This Agreement is based on a base ADP of 427 adult inmates and 37 juvenile wards. If, in any calendar quarter, the average adult and juvenile ward ADP exceeds 510, County will pay Contractor a per diem of \$3.70 per inmate above that threshold. If, in any calendar quarter, the average adult and juvenile ward ADP falls below 418, Contractor will pay County a per diem of \$3.70 per inmate below that threshold.

This per diem is intended to cover additional costs in those instances where short-term changes in the inmate population result in higher utilizations of routine supplies and services. It is not intended to cover additional fixed costs, such as new staffing that might be required if the ADP increases significantly and for a sustained period. In such cases, Contractor will propose to negotiate a mutually agreeable contract price increase to accommodate the needs of an increased inmate population. If County experiences a sustained decrease in inmate population, Contractor is willing to discussing changes in staffing levels that would be possible while maintaining quality of care.

- C.** As of the execution of this Agreement, the parties are in ongoing discussions regarding the Medi-Cal Inmate Program (MCIP). The parties agree to continue those discussions in good faith to reach a consensus on language addressing the MCIP promptly following the execution of this Agreement. The parties will then cooperate to add that language to this Agreement through a formal written amendment executed in accordance with Exhibit D, Section XXVIII (Changes and Amendments). The County retains sole discretion to determine whether to opt-in to MCIP, and it agrees to consult with Contractor and act in good faith in making that determination.
- D.** Contractor shall submit such claims for payment to County no later than 30 days after completion of the month in which services have been rendered. Any claim that is submitted and rejected due to lack of necessary information must be resubmitted within 20 days of the date of the initial rejection.
- E.** Contractor shall submit claims with required supporting documentation and monthly reports to:

Yolo County HHSA
137 N. Cottonwood Street, Suite 2400
Woodland, CA 95695

Attn: Fiscal Unit

- F.** County shall authorize payment within 30 days of the receipt of Contractor's appropriate claim, required reports, and any further documentation requested by the County under this Agreement.
- G.** In the event that Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected.
- H.** County will demand repayment from Contractor for compensation made to the Contractor in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.

 - 1. Any such disallowance related to the current term of this Agreement will be due and payable immediately to the County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.
 - 2. Any such disallowance related to the prior terms of this Agreement or any other agreement between Contractor and County will be due and payable within 45 days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise negotiated with and approved by County, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.
 - 3. In the event that the aggregated payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to the County for any balance due based on a payment plan negotiated with and approved by the Director.
- I.** Any other provision of this Agreement notwithstanding, because this Agreement is funded by the State Contracts, the County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, the County's receipt of such funding from the State, and the absence or removal of any constraints imposed by the State upon such receipt and payment.
- J.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.
- K.** Contractor shall cooperate with County in seeking and obtaining reimbursement for Services rendered hereunder from outside sources, including but not limited to, Medi-Cal, individual health insurance plans, or other sources. Said cooperation shall include the gathering of information necessary to seek reimbursement, as well as the breakdown of Services provided in order to effectuate reimbursement from outside sources.

EXHIBIT C
SPECIAL TERMS AND CONDITIONS

I. FACILITY

All requirements set forth in this Exhibit C shall apply to both the jail facilities and the juvenile detention facility. "Facility" is defined as Yolo County Sheriff's Jail facilities and Yolo County Probation Department's Juvenile Detention Facility, together.

II. PERSONNEL

- A. Minimum personnel requirements shall apply to all services provided under this Agreement.
- B. Contractor shall hire and maintain adequate and competent personnel to provide all services required by this Agreement and in accordance with the staffing plans set forth in Exhibit A. If County should become dissatisfied with any personnel provided by Contractor, County will give written notice to Contractor of its reasons for dissatisfaction. Contractor shall use its best efforts to resolve the problem and, if the problem is not resolved to the satisfaction of the County, Contractor shall not permit such personnel to perform Services under this Agreement. Without limiting the foregoing, Contractor shall maintain the staffing pattern, hours, and availability described in Exhibit C as the minimum staffing level. Contractor shall maintain the continual physical presence of medical staff at the Facility.
1. In addition to any other remedy available to County, should Contractor fail to provide any services required of it pursuant to this Agreement, County may elect to provide for any such service, directly or indirectly, and, if County does so, Contractor shall reimburse County for all costs and expenses incurred by the County in so doing. In such event, County may deduct any and all such costs and expenses from any sum due or that may become due to Contractor pursuant to this Agreement.
 2. Obey all State requirements including, but not limited to, detainee/youth medical services and alcohol, drug and mental health services, as well as all requirements stated in this Agreement.
- C. Contractor may utilize professional employment agencies (i.e., Nurses Registry) to temporarily fill vacant positions. Contractor must substitute personnel at the same or higher level of licensure. In the event the Contractor is unable to maintain staffing at the required level (in terms of numbers and licensure) due to specific position vacancies that remain vacant for more than 14 days, Contractor shall reduce the monthly invoice or pay County an amount equal to the vacant position wage rate during the period of vacancy.
- D. Contractor warrants that its employees are in good standing with their respective licensing/certification boards and associations. The employees shall practice in accordance with accepted medical standards in the community. Contractor further warrants that no employee has restrictions which would conflict with their job description. Copies of appropriate credentials and licenses shall be on file at the Facility where they are available for review at any time. Contractor shall periodically review employee credentials and require updated copies to ensure credentials on file remain current.
- E. Contractor shall maintain education and experience requirements that are consistent with the community standard and the needs of the Facility population. Employees filling in for vacant positions or absences shall be at an equal or higher level of licensure and shall be competent to perform all aspects of the assignment.
- F. Contractor shall be responsible for time and attendance accountability and provide appropriate monthly records or reports to the County each month for the term of the Agreement. Such records or reports shall include a daily breakdown of names, position title, actual hours worked on-site, and hours on standby or call.

- G. Contractor is responsible for personnel time and attendance accountability and to provide appropriate monthly records or reports to the County each month for the term of the Agreement. Such records or reports shall include a daily breakdown of names, position title, actual hours worked on-site, and hours on standby or call.
- H. Contractor shall develop an organizational chart for the Facility. Supervision and reporting roles and responsibilities for administrative and clinical aspects of the health services program will be carried out in accordance with the organizational chart.
- I. Contractor will ensure that its employees complete and pass a pre-employment criminal background check, to be conducted by the Sheriff's office, including being fingerprinted, and that Contractor's employees have:
1. No criminal convictions for felonies of any type;
 2. No misdemeanors involving violence or moral turpitude;
 3. No history of engaging in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution;
 4. No conviction of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; and
 5. No administrative or civil adjudication of having engaged in any activity mention in this subsection.
 6. Repeat background checks annually.
- K. Access to Facility
1. Contractor shall establish appropriate professional attire standards and Contractor personnel shall comply with those standards at all times while on duty.
 2. Upon requesting entrance into the Facility or anytime they are within the security perimeter of the Facility, Contractor employees will be subject to search of their person and/or their personal belongings.
 3. While inside the Facility, Contractor employees must wear an authorized identification badge that includes a photo in a visible manner. Failure to display ID badge may be cause to deny access to the Facility.
 4. Contractor employees suspected of being under the influence of alcoholic beverages or drugs will be denied access to the Facility.
 5. Items prohibited from being brought into the Facility include, but are not limited to, weapons, alcoholic beverages and illegal drugs.
 6. The Sheriff's Office shall have sole discretion to determine security acceptability of all Contractor personnel at any time during the contract period, and personnel found to be an unacceptable safety or security risk shall not be granted access to Facility.
- L. Contractor will provide orientation and training on CFMG evaluation forms and documentation standards to all medical personnel.

- M. Contractor warrants that its employees receive appropriate immunizations and screenings as required by law. Contractor further warrants that its employees have no physical limitations which would prevent the employee from performing their duties.
- N. Contractor warrants that its employees have read and understand County policy and procedures related to the Facility and agree to abide by all applicable rules and regulations.
- O. Contractor shall document job descriptions and oversee all medical practices to ensure its employees receive the supervision required by their license and operate within their scope of practice.

III. MEDICAL RECORDS. Contractor shall:

- A. Maintain and secure complete individual and dated medical records which, at a minimum, shall include all required forms, authorizations, notes, reports and other documents. The records shall conform to applicable laws, regulations, rules and community standards of practice, be appropriate to the level of care, and substantiate the use of treatment congruent with the diagnosis, and be retained in accordance with community standards.
- B. Initiate and maintain individual health care records in accordance with all applicable laws, regulations and rules for every detainee/youth requiring medical and dental services as a result of the intake screening process or for services rendered following the detainee's/youth's assignment to a housing area.
- C. Retain inactive medical records in accordance with all applicable confidentiality laws and regulations.
- D. Serve as custodian of the medical records and acknowledge that all medical records are the property of the County of Yolo during the term of and after termination of this Agreement.
- E. Agree that staff designated by the County Health Officer shall at all times have access to detainee/youth medical records in whatever form they are maintained and provide them keys to locked storage rooms and cabinets.
- F. Implement an electronic health record system by November 30, 2017 as follows:
 - 1. Within 90 days after execution of this Agreement, Contractor will provide to County an action plan for implementation of the system, including implementation benchmarks. Until final implementation of the system, Contractor will provide quarterly reports on the progress of the action plan and Contractor's success in meeting benchmarks.
 - 2. The system will comply with Federal and State requirements as to maintaining electronic health records.
 - 3. The system will make electronic health care records available to the County in an electronic format readable by County.
 - 4. Support and implement bidirectional sharing of health information in compliance with all legal requirements through the use of Health Information Exchange (HIE).
 - 5. The electronic health records will include, but not be limited to:
 - a. Intake screening assessment (completed by Contractor and custody staff)
 - b. Medical staff evaluations and treatments with documentation of diagnosis and treatment plan
 - c. Physician's orders

- d. Medications administered, date, time and by whom
 - e. All complaints of illness or injury
 - f. Names of persons treating, prescribing, or evaluating
 - g. Laboratory and radiology reports
 - h. Consultation, emergency, hospital reports and discharge summaries
- G. Adhere to applicable informed consent regulations and standards.
- H. Be responsible for obtaining previous medical records from County and/or outside providers to assure continuity of care.
- I. Be responsible for transmitting pertinent medical information with the detainee/youth when transferred to other detention/corrections/placement facilities, mental health facilities, and/or other jurisdictions to assure continuity of care.
- J. Maintain medical and other records as necessary to fully document the level and quality of care, the necessity and appropriateness of services, and compliance with this agreement. Relevant records maintained by the Contractor will be subject to compliance review and audit.
- K. Upon request, provide County and State officers, employees and agents with access to any documentation regarding detainee's/youth's condition and treatment and all other records relevant to this agreement, including but not limited to those necessary to evaluate or provide treatment, process a claim, or undertake an audit or compliance review.
- L. Confidentiality of Records
- 1. All requests for medical information shall require written consent of the inmate unless the request is made by way of a subpoena or court order. Contractor shall respond to and process release of information requests in a timely manner and invoke all applicable privileges in writing when records are disclosed pursuant to subpoena.
 - 2. In the event a search warrant for detainee/youth records is served on Contractor, Contractor shall do the following:
 - a. Immediately notify County Counsel and the detainee/youth's attorney;
 - b. Assert any applicable privileges in writing; and
 - c. Advise the special master that the documents are confidential and privileged and should not be disclosed without court order at a properly noticed hearing.
 - 3. The physician-patient confidentiality privilege applies to medical and behavioral health records. Contractor warrants that Contractor is knowledgeable of the California Code sections listed below related to confidentiality of records. County and Contractor shall maintain the confidentiality of any information regarding inmates receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the inmate's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Agreement, and then only to those persons having responsibilities under this Agreement, including those furnishing services under Contractor through subcontracts.

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

4. Contractor shall promptly transmit to County copies of all request for disclosure of confidential information.

IV. QUALITY ASSURANCE REQUIREMENTS. Contractor shall:

- A. Provide an on-going quality assurance (QA) program consisting of regularly scheduled audits of all aspects of detainee/youth health care services, including dental and mental health, with documentation of deficiencies and plans for correction of deficiencies. The quality assurance plan shall include a provision for program audits by an appropriate "outside", neutral party (health services professional) on a quarterly basis.
- B. All QA measures shall be in accordance with CMA standards CCR Title 15 guidelines, and other policy/procedure requirements.
- C. Develop and maintain a Continuous Quality Improvement (CQI) committee to meet at least quarterly, or earlier if requested by County.
 1. CQI committee shall oversee regularly scheduled audits of health care services.
 2. Present meeting minutes at each meeting to the Committee.
 3. CQI committee includes members representing Contractor, Facility Commander, County Administration, and other members as appropriate.
 4. CQI committee members are identified by the Medical Director, Program Manager and Contractor Corporate Management staff.
 5. CQI committee will review the following types of events and activities:
 - a. Detainee/youth deaths;
 - b. Inpatient hospitalizations;
 - c. Surgical procedures;
 - d. Disaster drill results;
 - e. Other incidents, as deemed appropriate;
 - f. In-service training; and/or
 - g. Medical record reviews.
- C. Conduct quarterly QA meetings with County to discuss health care services. Topics of discussion typically include:

- a. Monthly statistics;
 - b. Quality improvement findings
 - c. Infection control;
 - d. Detainee/youth grievances;
 - e. Health and safety inspection reports;
 - f. Staffing plan updates;
 - g. Other health care topics, as warranted; and
 - h. Offsite services report, including the purpose of the medical transport and result.
- D. Provide a designated Medical Director or designee authority with responsibility for assuring the quality, appropriateness and adequacy of detainee/youth health care.
- E. Conduct site audits and work with the CQI Committee to ensure on-going compliance.
- F. Work with the Facility administrators to ensure guidelines for isolation precautions are in place for detainees/youths with a communicable disease or a specific infection. Guidelines include ventilation, respiratory infection programs, and other infection control measures.
- G. Review the guidelines regularly to ensure continuing efficiency and effectiveness. Contractor shall submit any recommendations for change to County for prior approval.
- V. ADMINISTRATIVE REQUIREMENTS.** Contractor shall:
- A. Provide a full time supervising nurse/manager (minimum requirement – Registered Nurse) with the authority to oversee the administrative requirements of the health care program such as recruitment, staffing, data gathering, financial monitoring, policy and procedure development and review, contracts, medical record keeping, supervision of clinical staff, coordination of on and off site services and other management services. The supervising nurse/manager shall maintain a close working liaison with custody administration.
 - B. Develop clearly defined written agreements with off-site hospitals, physicians, ambulance companies, and others involved in providing care to detainees/youths.
 - C. Provide clearly defined, written policies and procedures to include, as a minimum, those required by the IMQ Correctional Health Care Standards. Such policies must also be provided to the County in electronic format.
 - D. Provide monthly statistics to County, including but not necessarily limited to information and statistics about:
 1. Detainee visits at sick call (reported by type, i.e., RN, PA/NP);
 2. Detainee visits by physician;
 3. Detainee visits by dentist;
 4. Detainee on medication by medication type;
 5. Detainee on psychiatric medications;
 6. Detainee refusals to accept treatment or medications;
 7. Outpatient care medical unit admissions, patient days, average length of stay;
 8. Hospital admissions, patient days, average length of stay by diagnosis for medical;
 9. Transfers to off-site hospital emergency departments;

10. Medical specialty consultation referrals;
 11. Intake medical screening;
 12. 14 day health inventories;
 13. Diagnostic studies;
 14. Communicable diseases;
 15. Suicide data to include, but not limited to:
 - a. Attempts (defined as self-harm with the intent to die);
 - b. Parasuicidal and suicide gestures;
 - c. Suicide precautions;
 - d. Number of hours held on suicide precaution; and
 - e. Completed
 16. Documentation on all medical screenings/exams performed including pre-booking screenings;
 17. Medical refusals at time of initial booking; and
 18. Medical grievances filed
- E. Attend quarterly, or more frequently as designated by County, meetings with Facility managers to evaluate statistics, program needs, problems, and inter-relationships between custody and health services personnel.
- F. Document health care staff role in Facilities' disaster plans.
- G. Maintain adequate supplies on site to guarantee that emergency and non-emergency medical and dental needs are met.
- H. Conduct site and corporate reviews of all in-custody detainee/youth deaths, which such facility reviews will be conducted in collaboration with County and presented to the Quality Assurance Committee.

VI. ADDITIONAL CONTRACTOR REQUIREMENTS

- A. Prison Rape Elimination Act:
1. Provide services that comply with 28 CFR §115.381 including, but not limited to, the medical position(s) as applicable performing the follow-up meetings, and the proposed length of time Contractor will hold the meeting with the youth. Such meetings shall be conducted on-site.
 2. Provide detainees/youth with timely and unimpeded access to treatment, services and information as required in 28 CFR §115.382.
 3. Provide services that comply with 28 CFR §115.383 including, but not limited to, the position(s) interacting with the detainee/youth, and the type of interaction with the detainee/youth. Such interactions shall be conducted on-site.
 4. Participate in Data Collection and Review activities and requirements identified in 28 CFR §115.386 through §115.389 and Audit activities and requirements identified in 28 CFR §115.393.
 5. Comply with the specialized training requirements for medical care required in 28 CFR §115.335, provide a refresher training every two years and detail how records of training completion are maintained.

6. Provide training as required by 28 CFR §115.332 to all County staff assigned to the Facility, including both regular assignment staff and relief capacity assigned staff.

B. Reporting.

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

C. Statistical Reporting

1. Contractor shall submit monthly statistical reports to County by the 15th day of each subsequent month. The reports will include, but not be limited to:
 - a. Number of clinic visits, emergency room visits, communicable diseases, suicide attempts, and detainee/youth grievances, and date and time of request, number of individuals served by age, gender, and race, ethnicity and/or culture.
 - b. Number of detainees/youth on wait list for dental exams.
 - c. Percentage of youth at JDF detained greater than 70 days who have received a dental exam.
 - d. Number of detainees with diabetes and percentage on oral medications and percentage receiving injections.
 - e. Number of detainees with hypertension and percentage on hypertensive medications.
 - f. Number of TB screening tests placed and percentage positive.
 - g. During flu season, percentage of detainees/youth who received influenza vaccine.
2. A written annual report summarizing the health care service delivery (i.e., medical, mental health, dental, and pharmaceutical services) shall be submitted by July 31 of each subsequent fiscal year.
3. Additional reporting requirements may be developed as the program progresses, or if reporting requirements change by the California Department of Health Care Services (DHCS).

D. Notifications

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

E. Emergency Plan

1. Plan Updates. Assist County in updating its Facility emergency plan for continued health services in the event of an unusual occurrence (e.g., concerted labor actions including strikes, riots, extended power failures or equipment breakdowns), natural disaster (e.g., earthquake, flood, or fire) and approve the medical and mental health provisions of the emergency plan. The plan will undergo annual review with Facility management.
2. Contractor Response. In the event of a natural or man-made disaster, Contractor personnel shall assist with triage assessments, render first aid, initiate resuscitation of critically injured individuals, and direct/coordinate off-site medical referrals.

VII. COMPLIANCE

- A. Contractor shall provide services under this Agreement which meet or exceed the IMQ accreditation standards for health services in local adult and juvenile detention facilities in addition to complying with all

applicable laws, codes, and regulations relating to services in local detention facilities in the State of California. Contractor shall maintain accreditation from IMQ during the term of this Agreement. Failure to maintain accreditation shall be considered a material breach of this Agreement.

- B. Contractor shall work with the County Health Officer who, under Section 101045 of the Health and Safety Code, must investigate health and sanitary conditions in every county detention facility.
- C. Contractor shall work with the Yolo County Health and Human Services Agency concerning communicable disease screening, continuing medical surveillance, case management, reporting, and inmate/ward referral in the community.

VIII. ADDITIONAL CONTRACTOR WARRANTIES

- A. Medical Research
Contractor warrants that Contractor personnel shall not participate in the collection of forensic evidence for the purpose of prosecution nor shall Contractor participate in biomedical or behavioral research involving inmates.
- B. Inmate Workers
Contractor warrants it will not use inmates as health care workers but may use them as non-health care volunteers with consent of Facility Administration.

IX. PERFORMANCE MEASURES

X. ADDITIONAL RESPONSIBILITIES OF CONTRACTOR

- A. Health Care Procedures Manual.
 - 1. Develop, maintain and provide a copy to County a facility-specific health services manual of written policies and procedures that address all health care related tasks and standards applicable to the Facility.
 - 2. Develop an annual process to update policy and procedures and/or protocols related to, but not limited to, medical health requirements and assurance of adequacy of health care services, mental health requirements, out-of-Facility treatment, transfer of records between facilities and/or specific physicians, confidentiality of health records, management of communicable diseases, access to first aid and emergency services, health screening and monitoring, use of voluntary and involuntary psychotropic medications, and pharmaceutical management.
 - 3. Sign the Health Care Procedures Manual to demonstrate Contractor's annual review and approval and all intermittent updates.
 - 4. All on-site health services staff shall review the policy and procedure manual as part of the orientation and annually thereafter.
- B. Delegation of Duties
 - 1. Upon determination that a clinical function or service can be safely and legally delegated to health care personnel other than a physician provided the function or service is performed by staff operating within their scope of practice pursuant to written protocol, standardized procedures or direct medical order, Contractor shall delegate clinical functions or service in accordance with the Health Care Procedures Manual.

2. Only approved registered nurses shall be authorized to operate under standardized procedures; any remaining registered nurses and all licensed vocational nurses will require a direct medical order from a physician, nurse practitioner, or qualified health-trained personnel authorized by law to give such orders.

C. Health Care Practices

Medical services shall be conducted in a private manner such that information can be communicated confidentially.

D. Access to Treatment

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

E. Special Needs Inmates

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

F. Training

1. Contractor Personnel. Contractor shall periodically conduct on-site in-service trainings and provide its employees with Contractor-sponsored regional training opportunities. Contractor shall provide:
 - a. Training to address critical infection control issues and address the latest standard precautions to be utilized when handling detainees/youth with communicable diseases.
2. County Correctional Staff. Contractor shall provide:
 - a. STC certified training courses covering medical topics including but not limited to, suicide prevention, common medical emergencies, first aid, sudden in-custody deaths, drug and alcohol intoxication and withdrawal reactions, use of medication in detained populations, and infectious diseases.
 - b. Training on the intake health screening process.
 - c. Training to address critical infection control issues and address the latest standard precautions to be utilized when handling detainees with communicable diseases.

G. Health Care Monitoring and Audits

Contractor shall monitor all health care services to include quality of medical records, pharmaceutical practices, and carrying out direct or standing orders. Contractor shall complete focused medical record audits to be reviewed by County.

H. Medication

1. Notwithstanding Contractor's inherent right to select medication, Contractor is encouraged to prescribe generic medications when medically appropriate.
2. Contractor shall review and approve all over-the-counter medications prior to commissary vendor listing the medication for resale to the inmates through the Commissary.

- I. **Personal Hygiene Products**
Contractor shall coordinate with Facility to ensure inmates are provided with personal hygiene services and/or products.
- J. **Affordable Care Act**
Contractor shall securely provide relevant medical claim data to enable County Medi-Cal claiming for inmate inpatient hospitalization.

XI. CONTRACT MONITORING

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

XII. EMERGENCY AUTHORITY

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

XIII. REPORT ACCIDENTS AND UNSAFE CONDITIONS

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

XIV. CHILD/ADULT ABUSE

Contractor shall execute the form attached as Attachment "C-1" to certify that Contractor has read and understands the requirements of California Penal Code section 11166.

XV. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor shall execute the form attached as Exhibit "C-2".

ATTACHMENT C-1
CHILD AND ADULT ABUSE CERTIFICATION

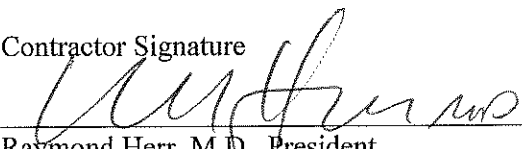
Contractor certifies compliance with Penal Code Section 11166 and Welfare and Institutions Code Section 15630 in matters relating to reporting requirements for child abuse and elder abuse, respectively. Contractor will:

1. Establish internal procedures to facilitate reporting, ensure confidentiality, and apprise supervisors and administrators of reports.
2. Inform employees, by means of training or written materials, about all of the following:
 - (a) Significant terms as used and defined in the applicable code sections (e.g., abuse, neglect, mandatory reporters, etc.);
 - (b) Reporting duties are the responsibility of the individual;
 - (c) Reporting requirements are mandatory for mandatory reporters, failure to report and/or willful failure to report may be punishable by fines or imprisonment or both; Child Abuse
Report the known or reasonably suspected instance of abuse or neglect by telephone immediately or as soon as practically possible, and by written report sent within 36 hours of receiving the information concerning the incident;
Elder Abuse
Report the known or suspected instance of abuse by telephone immediately or as soon as practically possible, and by written report sent within 2 working days;
 - (d) Supervisors and administrators may not impede or inhibit the reporting duties and may not sanction any person for making the report.
3. Provide copies of Penal Code sections 11165.7, 11166 and 11167 and copies of Welfare and Institutions Code sections 15630-15632 to the employee.
4. Assert that every employee who works on the proposed contract or grant will sign a statement:
 - (a) That he or she has knowledge of the provisions of Penal Code section 11166 and will comply with those provisions;
 - (b) That he or she has knowledge of the provisions of Welfare and Institutions Code section 15630 and will comply with those provisions;
 - (c) Informing the employee that he or she is a mandatory reporter and inform the employee of his or her reporting obligations and confidentiality rights as a condition of employment on the contract or grant.

CERTIFICATION

I certify that I am duly authorized to legally bind Contractor to the above certification. This certification is made under penalty of perjury under the laws of the State of California

Contractor Signature


Raymond Herr, M.D., President
Federal ID Tax No.: _____

ATTACHMENT C-2
BUSINESS ASSOCIATE AGREEMENT

California Forensic Medical Group, Inc.

This Exhibit shall constitute the Business Associate Agreement (the "Agreement") between the County of Yolo (the "County") and Contractor (the "Contractor") and applies to the functions Contractor will perform on behalf of the County (collectively, "Services"), that is identified in Exhibit A, Scope of Work.

- I. County wishes to disclose certain information to Contractor pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).
- II. County and its Contractor acknowledge that Contractor is subject to the Privacy and Security Rules (45 CFR parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act), in certain aspects of its operations performed on behalf of the County.
- III. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require County to enter into an Agreement containing specific requirements with Contractor prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.
- IV. **DEFINITIONS**

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR parts 160 and 164.

A. Breach means the same as defined under the HITECH Act [42 U.S.C. section 17921].

B. Contractor means the same as defined under the Privacy Rule, the Security rule, and the HITECH Act, including, but not limited to, 42 U.S.C. section 17938 and 45 C.F.R. § 160.103.

C. Breach of the Security of the Information System means the unauthorized acquisition, including, but not limited to, access to, use, disclosure, modification or destruction, of unencrypted computerized data that materially compromises the security, confidentiality, or integrity of personal information maintained by or on behalf of the County. Good faith acquisition of personal information by an employee or agent of the information holder for the purposes of the information holder is not a breach of the security of the system; provided, that the personal information is not used or subject to further unauthorized disclosure.

D. Commercial Use means obtaining protected health information with the intent to sell, transfer or use it for commercial, or personal gain, or malicious harm; sale to third party for consumption, resale, or processing for resale; application or conversion of data to make a profit or obtain a benefit contrary to the intent of this Agreement.

E. Covered Entity means the same as defined under the Privacy Rule and the Security rule, including, but not limited to, 45 C.F.R. § 160.103.

F. Designated Record Set means the same as defined in 45 C.F.R. § 164.501.

G. Electronic Protected Health Information (ePHI) means the same as defined in 45 C.F.R. § 160.103.

H. Electronic Health Record means the same as defined shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. § 17921.

I. Encryption means the process using publicly known algorithms to convert plain text and other data into a form intended to protect the data from being able to be converted back to the original plain text by known technological means.

J. Health Care Operations means the same as defined in 45 C.F.R. § 164.501.

K. Individual means the same as defined in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

L. Marketing means the same as defined under 45 CFR § 164.501 and the act or process of promoting, selling, leasing or licensing any patient information or data for profit without the express written permission of County.

M. Privacy Officer means the same as defined in 45 C.F.R. § 164.530(a)(1). The Privacy Officer is the official designated by a County or Contractor to be responsible for compliance with HIPAA/HITECH regulations.

N. Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and t 164, subparts A and E.

O. 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 C.F.R. § 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. §§ 160.103 and 164.501].

P. Required By Law means the same as defined in 45 CFR § 164.103.

Q. Security Rule means the HIPAA Regulation that is codified at 45 C.F.R. parts 160 and 164, subparts A and C.

R. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

S. Security Event means an immediately reportable subset of security incidents which incident would include:

1. a suspected penetration of Contractor's information system of which Contractor becomes aware of but for which it is not able to verify immediately upon becoming aware of the suspected incident that PHI was not accessed, stolen, used, disclosed, modified, or destroyed;

2. any indication, evidence, or other security documentation that Contractor's network resources, including, but not limited to, software, network routers, firewalls, database and application servers, intrusion detection systems or other security appliances, may have been damaged, modified, taken over by proxy, or otherwise compromised, for which Contractor cannot refute the indication of the time Contractor became aware of such indication;
3. a breach of the security of Contractor's information system(s) by unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification or destruction, of unencrypted computerized data and which incident materially compromises the security, confidentiality, or integrity of the PHI; and or,
4. the unauthorized acquisition, including but not limited to access to or use, disclosure, modification or destruction, of unencrypted PHI or other confidential information of the County by an employee or authorized user of Contractor's system(s) which materially compromises the security, confidentiality, or integrity of PHI or other confidential information of the County.

If data acquired (including but not limited to access to or use, disclosure, modification or destruction of such data) is in encrypted format but the decryption key which would allow the decoding of the data is also taken, the parties shall treat the acquisition as a breach for purposes of determining appropriate response.

T. Security Rule means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.

U. Unsecured PHI means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. section 17932(h).

V. OBLIGATIONS OF CONTRACTOR

A. Compliance with the Privacy Rule: Contractor agrees to fully comply with the requirements under the Privacy Rule applicable to "Business Associates" as defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this agreement or as required by law.

B. Compliance with the Security Rule: Contractor agrees to fully comply with the requirements under the Security Rule applicable to "Business Associates" as defined in the Security Rule.

C. Compliance with the HITECH Act: Contractor hereby acknowledges and agrees it will comply with the HITECH provisions as proscribed in the HITECH Act.

VI. USES AND DISCLOSURES

Contractor shall not use Protected Health Information except for the purpose of performing Contractor's obligations under the Agreement and as permitted by the Agreement and this Agreement. Further, Contractor shall not use Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by County.

A. Contractor may use Protected Health Information:

1. For functions, activities, and services for or on the Covered Entities' behalf for purposes specified in the Agreement and this Agreement.

2. As authorized for Contractor's management, administrative or legal responsibilities as a Contractor of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;

3. As required by law.

4. To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).

5. To report violations of law to appropriate Federal and State authorities, consistent with CFR § 164.502(j)(1).

B. Any use of Protected Health Information by Contractor, its agents, or subcontractors, other than those purposes of the Agreement, shall require the express written authorization by the County and a Business Associate Agreement or amendment as necessary.

C. Contractor shall not disclose Protected Health Information to a health plan for payment or health care operations if the patient has requested this restriction and has paid out of pocket in full for the health care item or service to which the Protected Health information relates.

D. Contractor shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by the County to Contractor for services provided pursuant to the Agreement.

E. Contractor shall not use or disclosed Protected Health Information for prohibited activities including, but not limited to, marketing or fundraising purposes.

F. Contractor agrees to adequately and properly maintain all Protected Health Information received from, or created, on behalf of County.

G. If Contractor discloses Protected Health Information to a third party, Contractor must obtain, prior to making any such disclosure, i) reasonable written assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify Contractor of any breaches of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. section 17932; 45 C.F.R. §§ 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

VII. MINIMUM NECESSARY

Contractor (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Health necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. section 17935(b); 45 C.F.R. § 164.514(d)(3)]. Contractor understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

VIII. APPROPRIATE SAFEGUARDS

A. Contractor shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Health Information otherwise than as permitted by this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Health Information in accordance with 45 C.F.R. §§ 164.308, 164.310, and 164.312. [45 C.F.R. § 164.504(e)(2)(ii)(B); 45 C.F.R. § 164.308(b)]. Contractor shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. § 164.316. [42 U.S.C. section 17931].

B. Contractor agrees to comply with Subpart 45 CFR part 164 with respect to Electronic Protected Health Information (ePHI). Contractor must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable.

C. Contractor agrees that destruction of Protected Health Information on paper, film, or other hard copy media must involve either cross cut shredding or otherwise destroying the Protected Health Information so that it cannot be read or reconstructed.

D. Should any employee or subcontractor of Contractor have direct, authorized access to computer systems of the County that contain Protected Health Information, Contractor shall immediately notify County of any change of such personnel (e.g. employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for County to disable previously authorized access.

IX. AGENT AND SUBCONTRACTOR'S OF CONTRACTOR

A. Contractor shall ensure that any agents and subcontractors to whom it provides Protected Health Information, agree in writing to the same restrictions and conditions that apply to Contractor with respect to such PHI and implement the safeguards required with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D) and 45 C.F.R. § 164.308(b)].

B. Contractor shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. §§ 164.530(f) and 164.530(e)(I)).

X. ACCESS TO PROTECTED HEALTH INFORMATION

A. If Contractor receives Protected Health Information from the County in a Designated Record Set, Contractor agrees to provide access to Protected Health Information in a Designated Record Set to the County in order to meet its requirements under 45 C.F.R. § 164.524.

B. Contractor shall make Protected Health Information maintained by Contractor or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law, [Health and Safety Code section 123110] the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524 [45 C.F.R. § 164.504(e)(2)(ii)(E)]. If Contractor maintains an Electronic Health Record, Contractor shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. section 17935(e).

C. If Contractor receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of Contractor, Contractor will provide the requested copies to the individual in a timely manner. If Contractor receives a request for Protected Health Information not in its possession and in the possession of the County, or receives a request

to exercise other individual rights as set forth in the Privacy Rule, Contractor shall promptly forward the request to the County. Contractor shall then assist County as necessary in responding to the request in a timely manner. If a Contractor provides copies of Protected Health Information to the individual, it may charge a reasonable fee for the copies as the regulations shall permit.

D. Contractor shall provide copies of HIPAA Privacy and Security Training records and HIPAA policies and procedures within five (5) calendar days upon request from the County.

XI. AMENDMENT OF PROTECTED HEALTH INFORMATION

Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of Protected Health Information in the designated record set which Contractor created for or received from the County so that the county may meet its amendment obligations under 45 CFR § 164.526. If any individual requests an amendment of Protected Information directly from Contractor or its agents or subcontractors, Contractor must notify the County in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Contractor or its agents or subcontractors shall be the responsibility of the County [45 C.F.R. § 164.504(e)(2)(ii)(F)].

XII. ACCOUNTING OF DISCLOSURES

A. At the request of the County, and in the time and manner designed by the County, Contractor and its agents or subcontractors shall make available to the County, the information required to provide an accounting of disclosures to enable the County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and the HITECH Act, including but not limited to 42 U.S.C. § 17935. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by Contractor and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Contractor maintains an electronic health record and is subject to this requirement.

B. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

C. In the event that the request for an accounting is delivered directly to Contractor or its agents or subcontractors, Contractor shall forward within five (5) calendar days a written copy of the request to the County. It shall be the County's responsibility to prepare and deliver any such accounting requested. Contractor shall not disclose any Protected Information except as set forth in this Agreement [45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this paragraph shall survive the termination of this Agreement.

XIII. GOVERNMENTAL ACCESS TO RECORDS

Contractor shall make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Contractor's compliance with the Privacy rule [45 C.F.R. § 164.504(e)(2)(ii)(H)]. Contractor shall provide to the County a copy of any Protected Health Information that Contractor provides to the Secretary concurrently with providing such Protected Information to the Secretary.

XIV. CERTIFICATION

To the extent that the County determines that such examination is necessary to comply with Contractor's legal obligations pursuant to HIPAA relating to certification of its security practices, County, or its authorized agents or contractors may, at the County's expense, examine Contractor's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to County the extent to which Contractor's security safeguards comply with HIPAA Regulations, the HITECH Act, or this Agreement.

XV. BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

A. In the case of a breach of unsecured Protected Health Information, Contractor shall comply with the applicable provisions of 42 U.S.C. § 17932 and 45 C.F.R. part 164, subpart D, including but not limited to 45 C.F.R. § 164.410.

B. Contractor agrees to notify County of any access, use or disclosure of Protected Health Information not permitted or provided for by this Agreement of which it becomes aware, including any breach as required in 45 C.F.R. § 164.410. or security incident immediately upon discovery by telephone at (530) 666-8689 or (530) 666-8044 and will include, to the extent possible, the identification of each Individual whose unsecured Protected Health Information has been, or is reasonably believed by Contractor to have been accessed, acquired, used, or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of the occurrence, and a description of any remedial action taken or proposed to be taken by Contractor. Contractor will also provide to County any other available information that the Covered entity requests.

C. A breach or unauthorized access, use or disclosure shall be treated as discovered by Contractor on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to Contractor or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of Contractor.

D. Contractor shall mitigate, to the extent practicable, any harmful effect that results from a breach, security incident, or unauthorized access, use or disclosure of unsecured Protected Health Information by Contractor or its employees, officers, subcontractors, agents or representatives.

E. Following a breach, security incident, or any unauthorized access, use or disclosure of unsecured Protected Health Information, Contractor agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make all documentation available to the County.

F. Except as provided by law, Contractor agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the County's prior written consent. County hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the breach to be reported to a federal or state agency or that notice be given to media outlets, Contractor shall cooperate with and coordinate with County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.

G. Contractor acknowledges that it is required to comply with the referenced rules and regulations and that Contractor (including its subcontractors) may be held liable and subject to penalties for failure to comply.

H. In meeting its obligations under this Agreement, it is understood that Contractor is not acting as the County's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted

under this Agreement, it is understood and agreed that Contractor is at all times acting an independent contractor in providing services pursuant to this Agreement and Exhibit A, Scope of Work.

XVI. TERMINATION OF AGREEMENT

A. Upon termination of this Agreement for any reason, Contractor shall return or destroy, at County's sole discretion, all other Protected Health Information received from the County, or created or received by Contractor on behalf of the County.

B. Contractor will retain no copies of Protected Health Information P in possession of subcontractors or agents of Contractor.

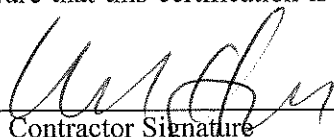
C. Contractor shall provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the Protected Health Information is not feasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further use and disclosures of such Protected Health Information for so long as Contractor or any of its agents or subcontractor maintains such information.

D. Contractor agrees to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of Protected Health Information.

E. Contractor agrees to retain records, minus any Protected Health Information required to be returned by the above section, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

CERTIFICATION

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

 MD 11-14-16
Contractor Signature Date

Raymond Herr, M.D.
Official's Name (type or print)

President
Title Federal Tax ID Number

EXHIBIT D
GENERAL TERMS AND CONDITIONS

I. CLOSING OUT

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

II. TIME

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

III. TIME OF PERFORMANCE

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

IV. TERMINATION

- A. This Agreement may be terminated by County or Contractor, at any time, with or without cause, upon 90 days written notice from one to the other.
- B. County may terminate this Agreement immediately upon notice of Contractor's malfeasance.
- C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Agreement unless Contractor is in default of this Agreement.

V. SIGNATURE AUTHORITY

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

VI. REPRESENTATIONS

- A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Agreement. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.
- B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Agreement.

VII. INSURANCE

- A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Agreement and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.
- B. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:
1. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate
 2. **Automobile Liability** – \$2,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
 3. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 4. **Workers' Compensation – Statutory Limits/Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)
- C. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.
- D. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. [NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.] It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
1. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
 2. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.
 3. The policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the Director 10 days for delinquent insurance premium payments).
7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
10. Waiver of Subrogation.
 - a. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
 - b. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.
- E. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- F. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

- G. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Agreement Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Agreement Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo.
- H. Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.
- I. Other Insurance Provisions

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

1. The County of Yolo, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.
2. For any claims related to work performed under this Agreement, Contractor's insurance coverage must be primary insurance with respect to the County of Yolo, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.
3. Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

VIII. BEST EFFORTS

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

IX. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer or his/her designee who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within 30 days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute,

Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

X. DEFAULT

- A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Agreement.
- B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.
- C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Agreement.
- D. If this Agreement is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

XI. INDEMNIFICATION

- A. Contractor shall indemnify, defend and hold harmless the County of Yolo, its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, unless caused by the willful conduct or sole negligence of the party indemnified hereunder. Contractor and/or Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
- B. Contractor's defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
- C. Any subcontractors may contractually agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Agreement. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and Insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work. A copy of the County of Yolo Agreement Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request.
- D. In providing any defense under this Paragraph, Contractor shall use counsel reasonably acceptable to the County Counsel.

XII. INDEPENDENT CONTRACTOR

- A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Agreement is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
- B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.
- C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.
- D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.
- E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Agreement. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Agreement.
- F. Contractor may provide services to others during the same period Contractor provides service to County under this Agreement.
- G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.
- H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Agreement.
- I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

XIII. RESPONSIBILITIES OF CONTRACTOR

- A. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Agreement and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Agreement.
- B. To fully comply with the terms and conditions of this Agreement, Contractor shall:
 - 1. Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
 - 2. Document all costs by maintaining complete and accurate records of all financial transactions associated with this Agreement, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Agreement;
 - 3. Submit monthly reimbursement claims for expenditures that directly benefit Yolo County;

4. Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
5. Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

XIV. COMPLIANCE WITH LAW

- A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.
- B. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 CFR 200, as currently enacted or as may be amended throughout the term of this Agreement.

XV. CONFIDENTIALITY

- A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.
- B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Agreement.
- C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.
- D. Except as otherwise permitted by this Agreement or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.
- E. Promptly invoke all applicable privileges when records are disclosed pursuant to subpoena or search warrant.
- F. Promptly transmit to County all requests for disclosure of confidential information.
- G. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Agreement.

XVI. CONFLICT OF INTEREST

- A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.
- B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

- C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XVII. DRUG FREE WORKPLACE

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

XVIII. HEALTH AND SAFETY STANDARDS

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

XIX. CHILD/ADULT ABUSE

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

XX. INSPECTION

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least 30 calendar days prior to any destruction of these records following the four years, Contractor shall notify the County. Upon such notification, the C shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

XXI. NONDISCRIMINATION

- A. In rendering services under this Agreement, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.
- B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

XXII. SUBCONTRACTOR AND ASSIGNMENT

- A. Services under this Agreement are deemed to be personal services.
- B. Contractor shall not subcontract any work under this Agreement nor assign this Agreement or monies due without the prior written consent of County's Agreement Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.
- C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.
- D. Assignment by Contractor of any monies due shall not constitute an assignment of the Agreement.

XXIII. UNFORESEEN CIRCUMSTANCES

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

XXIV. OWNERSHIP OF DOCUMENTS

- A. All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.
- B. No additional charge may be made for any of the foregoing.

XXV. NOTICE

- A. Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Agreement.
- B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

XXVI. NONRENEWAL

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

XXVII. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

- A. The County's obligation under this Agreement is subject to the availability of authorized funds. The County may terminate the Agreement, or any part of the Agreement work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Agreement in whole or in part.
- B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Agreement is terminated for non-appropriation of funds:
 - 1. The County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - 2. The Contractor shall be released from any obligation to provide further services pursuant to this Agreement that are affected by the termination.
- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, this Agreement will terminate at the close of the current Appropriation Year.
- D. This Agreement is void and unenforceable if all or parts of federal or state funds applicable to this Agreement are not available to County. If applicable funding is reduced, County may either:
 - 1. Cancel this Agreement; or,
 - 2. Offer a contract amendment reflecting the reduced funding.

XXVIII. CHANGES AND AMENDMENTS

- A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Agreement.
- B. The party desiring the revision shall request amendments to the terms and conditions of this Agreement in writing. Any adjustment to this Agreement shall be effective only upon the parties' mutual execution of an amendment in writing.
- C. No verbal agreements or conversations prior to execution of this Agreement or requested amendment shall affect or modify any of the terms or conditions of this Agreement unless reduced to writing according to the applicable provisions of this Agreement.

XXIX. CHOICE OF LAW

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

XXX. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human

Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Agreement and shall abide by and implement its statutory requirements.

XXXI. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XXXII. WAIVER

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

XXXIII. CONFLICTS IN THE AGREEMENT DOCUMENTS

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

XXXIV. DISBARMENT OR SUSPENSION OF CONTRACTOR

- A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.
- B. This representation and warranty shall be an ongoing representation and warranty during the term of this Agreement and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.
- C. If services pursuant to this Agreement involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

XXXV. EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

XXXVI. ENTIRE AGREEMENT

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