

AMENDMENT 2

Original Agreement No.	BOS-23-011 JA-B23-011
Amendment 1	BOS-23-011-A1

**SECOND AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-23-011**

This second Amendment to Agreement No. BOS-23-011 is entered into by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and NAPHCARE LLC f/k/a NAPHCARE, INC., hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-23-011 was entered into on January 10, 2023 (the "Initial Agreement") for a three-year term with the option to extend the term for two (2) additional one (1) year periods each, upon written mutual agreement; and

WHEREAS, First Amendment to Agreement No. BOS-23-011 was entered into on October 7, 2025, (the "First Amendment") amending the staffing components of the Jail-Based Competency Treatment Program to coincide with Revenue Agreement No. BOS-25-135 between COUNTY and the Department of State Hospitals (DSH); and

WHEREAS, the Initial Agreement and First Amendment are referred to as the Agreement; and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this second Amendment will become part of the Agreement and shall be incorporated therein; and

WHEREAS, on October 17, 2025, NAPHCARE, INC. (an Alabama corporation) converted to NAPHCARE LLC (a Texas limited liability company); and

WHEREAS, it is the desire of COUNTY and CONTRACTOR that NAPHCARE LLC assume all obligations previously held by NAPHCARE, INC pursuant to Agreement No. BOS-23-011 and all amendments to that agreement; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date from December 31, 2025, to December 31, 2026; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by \$5,222,828.16 from \$15,855,382.94 to \$21,078,211.10.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the Agreement is hereby extended from December 31, 2025, to December 31, 2026.
2. The total contracted amount set out in the Agreement is hereby increased by

\$5,222,828.16 from \$15,855,382.94 to \$21,078,211.10.

3. The General Terms and Conditions, Section 29, set out in the Agreement is hereby altered and a new General Terms and Conditions is attached herein.
4. The Exhibit A, Definition of Services, set out in the Agreement is hereby altered and a new Exhibit A is attached herein.
5. The Exhibit B, Payment Terms, set out in the Agreement is hereby altered and a new Exhibit B is attached herein.
6. NAPHCARE LLC shall and does assume all obligations previously held by NAPHCARE, INC pursuant to Agreement No. BOS-23-011 and all amendments to that agreement ("Existing Agreement").
7. NAPHCARE LLC provides the following representations and warranties to COUNTY:
 - a. NAPHCARE LLC has the financial means, experience, and capabilities to fulfill the requirements and fully perform all obligations that may exist under the Existing Agreement.
 - b. The capacity to provide services at the Mendocino County Jail will not decline as a result of NAPHCARE INC.'s conversion to NAPHCARE LLC.
 - c. NAPHCARE LLC's management has experience capable of performing on a scale equal to or exceeding the scale of operations conducted by NAPHCARE, INC. under the Existing Agreement.
 - d. NAPHCARE is a corporation duly organized Limited Liability Company, validly existing and in good standing under the laws of the State of Texas. It is qualified to transact business in the State of California and has the power to own its property and carry on its business as now owned and operated and as may be required by the Existing Agreement.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
DEPARTMENT HEAD

Date: 12-9-2025

Budgeted: Yes No

Budget Unit: 2510

Line Item: 862185

Org/Object Code: JA-862185

Grant: Yes No

Grant No.: N/A

COUNTY OF MENDOCINO

By: [Signature]
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 12/16/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 12/16/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 12/16/2025

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 12/09/2025

CONTRACTOR/COMPANY NAME

By: Brad McLane
Brad McLane (Dec 10, 2025 11:18:25 CST)
SIGNATURE

Date: 12/10/2025

NAME AND ADDRESS OF CONTRACTOR:

NaphCare, LLC

2090 Columbiana Rd., Ste. 4000

Birmingham, AL 35210

Bradford T. McLane, Chief Executive Officer

Ph: 205-536-8400

Em: brad.mclane@naphcare.com

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: [Signature]
COUNTY COUNSEL

Date: 12/09/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 12/09/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed RFP SO-055-22

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform the stated services at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in its field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) weeks' written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, its officers, agents, and employees, from and against all loss or expense, including

but not limited to reasonable attorney's fees, for bodily injury, including death, and property loss or damage arising out of any wrongful, intentional malicious, willful, wanton or deliberately indifferent act, negligence, or omission of CONTRACTOR, its agents, employees or subcontractors. CONTRACTOR will have no obligation to indemnify, defend and hold harmless the COUNTY, its agents, officers and employees for any injury or damage caused by or resulting from the wrongful, intentional, malicious, willful, wanton or deliberately indifferent act solely caused by the negligence, or omission of the COUNTY, its agents, employees or subcontractors. CONTRACTOR'S obligations pursuant to this provision will not apply to any claim, liability, cost or expense incurred in connection with treatment of any inmate's injury if such treatment occurred prior to the inmate's custody by the COUNTY or at any time the inmate was outside the COUNTY's custody. CONTRACTOR's obligations shall apply at all times where the inmate is in COUNTY's physical possession pursuant to the terms of this Agreement. Provided, however, that CONTRACTOR shall have no obligation to indemnify the COUNTY, and/or COUNTY agencies, including any employees, agents or contractors, for any losses, damages and/or injury arising out of or resulting from a wrongful, intentional, malicious, willful, wanton or deliberately indifferent act caused by the negligence, or omission attributable solely to the COUNTY, its employees or its agents, or for any claim arising solely out of: (1) the COUNTY, its employees or its agents affirmatively preventing an inmate from receiving Services ordered by CONTRACTOR, its employees or its agents; or (2) any failure by the COUNTY, its employees or agents to promptly present an inmate to CONTRACTOR for Services in any situation where it is actually known by a person with no medical training that Services are needed to be provided by CONTRACTOR or its employees and/or agents (i.e. after a physical altercation between persons and an inmate).

The COUNTY shall promptly notify CONTRACTOR of any incident, accident, claim or lawsuit of which the COUNTY becomes aware that does or may potentially involve CONTRACTOR, and shall fully cooperate in the defense of such claim. "Incident" refers to medical or dental services provided by CONTRACTOR that COUNTY reasonably believes could result in a claim or lawsuit. CONTRACTOR may retain sole control of the defense while the action is pending should it so choose, so long as it does not interfere with any defense or representation provided by an insurance company and does not interfere with any defense of representation of the COUNTY. CONTRACTOR further agrees to indemnify, defend and hold harmless the COUNTY, its agents, officers and employees from and against all claims or liability for compensation arising out of injuries sustained by any employee or agent or subcontractor's employee of CONTRACTOR. This provision shall survive the termination or expiration of this Agreement.

3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to

recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that it will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. CONFORMITY WITH LAW AND SAFETY:

a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY overpays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation. CONTRACTOR's software system known as TechCare shall be excluded from the provisions herein and shall remain under CONTRACTOR's ownership and control. CONTRACTOR hereby grants COUNTY, its agents and employees a non-exclusive license to use and operate the TechCare software in the performance of audits and as otherwise appropriate to effectuate the terms of this Agreement.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Mendocino County Sheriff's Office
951 Low Gap Rd.
Ukiah, CA 95482
Attn: Fiscal Office

To CONTRACTOR: NaphCare LLC
2090 Columbiana Rd., Ste. 4000
Birmingham, AL 35216
ATTN: Bradford T. McLane, Chief Executive Officer

With a copy to : NaphCare LLC
2090 Columbiana Rd., Ste. 4000
Birmingham, AL 35216

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or

work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement,

all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR prior written notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. The CONTRACTOR may also terminate this Agreement without cause at any time upon giving the COUNTY one hundred and eighty (180) days' prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for services provided hereunder shall not exceed \$15,855,382.94 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. NON-APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or

remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** **Except for assignments to the CONTRACTOR's affiliates or to any entity that succeeds to its business in connection with a merger or acquisition,** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval. For purposes of this Agreement, "affiliates" is defined as an entity which CONTRACTOR owns, either directly or through intermediate entities (subsidiary), or which owns

CONTRACTOR, either directly or through intermediate entities (parent), or which has common ownership with CONTRACTOR, either directly or through intermediate entities (sister). CONTRACTOR shall promptly notify COUNTY of any assignment of this Agreement and any assignment shall be documented in an amendment to this Agreement.

- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third-party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. COOPERATION WITH COUNTY: Contractor shall cooperate with County and County staff in the performance of all work hereunder.
35. PERFORMANCE STANDARD: Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.
36. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

1. CONTRACTOR shall provide comprehensive inmate medical care and mental health services ("Services") as contained in this Exhibit A.
 - a. The Definition of Services includes the requirements contained in the Request for Proposal (RFP) No. SO-055-22, including any addenda and the proposal response of CONTRACTOR. In the event of any conflict (direct or indirect) among any of the Exhibits, the RFP and the response, the more stringent requirements providing the COUNTY with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in CONTRACTOR's proposal shall be performed to the greatest extent feasible.
 - b. The RFP and response may be relied upon to interpret this Agreement and shall be applied in such a manner so that the obligations of the CONTRACTOR are to provide the COUNTY with the broadest scope of services for the best value.
2. CONTRACTOR shall be responsible as the sole supplier and/or coordinator of the health care delivery system on behalf of the Mendocino County Sheriff's Office (hereinafter referred to as "MCSO") for the Mendocino County Jail (hereinafter referred to as "Jail").
3. CONTRACTOR shall be responsible for all medical, dental, mental health and the Jail-Based Competency Treatment (hereinafter referred to as "JBCT") Program for all inmates in the Jail. The responsibility of CONTRACTOR for medical care shall commence with each inmate who has been physically received within the Jail and ends with the discharge of the inmate from the Jail.
4. CONTRACTOR shall provide a consultation service to the MCSO on any and all aspects of the health care delivery system at the Jail, including the following:
 - a. Review of hospital bills;
 - b. Evaluations and recommendations concerning new programs or architectural plans;
 - c. Staffing patterns for new facilities;
 - d. Alternate pharmaceutical and other systems;
 - e. Any other matter relating to this Agreement
5. CONTRACTOR shall have and maintain the following minimum qualifications:

Staff Minimum Qualifications: The medical professionals and individuals providing services through the CONTRACTOR MUST individually meet certain minimum qualifications. Each position must work within the scope of their practice as regulated by the State of California.

- a. As per Title 15, Article 11, Section 1203, Health Care Staff Qualifications: State and/or local licensure and/or certification requirements and restrictions, including those defining the recognized scope of practice specific to the profession, apply to health care personnel working in the facility the same as to those working in the community.
 - b. Supervising Doctors and Nurses: Each supervising doctor and nurse must have at least three (3) years of experience in medical practice at a correctional facility after obtaining their credentials.
 - c. Health Services Administrator: The Health Services Administrator must have at least three (3) years of experience providing similar services in a detention and/or correctional facility.
 - d. Other Supervisors: All other supervisors must have at least three (3) years of experience in the profession they are supervising, providing similar services in a detention and/or correctional facility.
 - e. All Individuals: All service providers, employees and subcontractors working at the detention and correctional facility must pass and maintain, to the satisfaction of the MCSO, a security and background check performed by the MCSO. Failure to pass, divulge information or comply with the background process will prohibit an individual from entry into MCSO facilities. Any security and background checks performed by MCSO shall be in addition to the new hire and routine background checks, reference checks and other procedures performed by the CONTRACTOR.
 - f. CONTRACTOR shall ensure all health care staff and subcontractors are appropriately licensed, certified, and registered to perform their assigned duties in compliance with applicable state and federal laws. Health care staff may perform only those tasks permitted by their licensure and credentials, and within their scope of training. CONTRACTOR shall strictly enforce and monitor licensing on a periodic basis, including maintaining an internal license verification database in its Human Resources office with creation and review of a monthly verification report.
 - g. All receiving screenings and all inmate medical assessments shall be performed by a Registered Nurse or a higher-level Care Provider (Physician, Physician's Assistant, or Nurse Practitioner).
6. CONTRACTOR shall provide and be responsible for inmate medical and mental health services immediately upon the inmate being brought and accepted into MCSO's custody, through the intake process at the Jail and throughout the term of inmate detention. CONTRACTOR is responsible for providing, paying and coordinating all medical services brought to the inmate, and arranging and

paying for the services provided at an off-site medical facility. CONTRACTOR shall also participate and assist with the transition of services as needed when an inmate leaves detention.

- a. CONTRACTOR shall administer emergency first aid at the Jail to any employee or visitor at the Jail who requires such care.
 - b. CONTRACTOR is responsible for providing subsequent facilities with inmate medical records when inmates are transferred to other facilities.
 - c. Transfer of Health Records: Health records of an inmate, who is being transferred, whether for medical or other reasons, shall be evaluated by medical staff and a transfer summary complete.
 - d. Tuberculosis: Procedures for transfer of inmates with suspected or known active tuberculosis shall be established by CONTRACTOR in compliance with statutory and regulatory requirements.
7. Disaster Plan for provisions of comprehensive medical care services during a natural disaster: CONTRACTOR shall implement a contingency plan to provide medical services to inmates following a natural disaster or declared state of emergency.
8. First Aid Kits: Kits to be checked for supplies every month and restocked when necessary in the offices and buildings of Inmate Services, Jail Kitchen, Jail Laundry, Holding/Booking areas, and Vehicle Sallyport.
9. PPD (Purified Protein Derivative)/Tuberculosis testing for all departmental staff as required by OSHA standards. This service is to include tuberculosis solution, syringes, alcohol wipes and documentation.
10. Infectious Outbreaks: CONTRACTOR is responsible for handling infectious and communicable diseases such as chicken pox, lice, flu or Covid-19 outbreak, subject to the limits set forth in Paragraph 26(h) below.
11. CONTRACTOR shall provide Medication Assisted Treatment (MAT) to inmates as part of the contracted services for opioid use and other substance use disorders for inmates who were enrolled in treatment programs in the community prior to incarceration, as well as initiation of treatment while in custody for patients who qualify. CONTRACTOR shall administer all FDA-approved MAT medications, including oral naltrexone, buprenorphine and methadone, as appropriate and available. Costs for the MAT program are included in the cost plan.
- a. CONTRACTOR shall use the following approach to MAT:
 - i. Multidisciplinary – involving medical and mental health practitioners
 - ii. Multimodal – treating with a combination of medication and counseling
 - iii. Multiphasic – within the correctional facility and in the community post-release

- b. CONTRACTOR will conduct an initial screening for admission to the MAT program. Patients are then assigned to a MAT medication based on continuity of care or appropriate treatment for induction. CONTRACTOR will partner with community providers to connect patients to comprehensive MAT and behavioral therapy upon release.
 - c. CONTRACTOR will not bear financial responsibility for Vivitrol or other injectable MAT medications. CONTRACTOR will seek to obtain free doses of Vivitrol from the manufacturer of this medication (Alkermes) and will work to seek grant funding for higher cost MAT medications. CONTRACTOR will be responsible for the cost of administration of oral buprenorphine (e.g. Suboxone and Subutex) and oral naltrexone as medically indicated for MAT within the Jail.
12. Health care services must be provided in compliance with the standards set forth by Title 15, Division 1, Chapter 1, Subchapter 4, Minimum Standards for Local Detention Facilities as applicable to Type II facilities.
 13. CONTRACTOR shall be responsible for maintaining and complying with an updated procedures manual that meets the requirements of applicable standards outlined in Title 15.
 14. CONTRACTOR is responsible for notifying the appropriate Public Health agencies of reportable illnesses and communicable diseases and will make such reports prior to inmate release where possible.
 15. CONTRACTOR shall provide the dental program for the entire inmate population. The program shall provide for basic dental services including: extractions, fillings and emergency dental care. As a part of the comprehensive health assessment, dental screenings shall be given to all inmates within fourteen (14) calendar days of their admission to the MCSO Jail. A dental screening shall include charting decayed, missing and filled teeth, and taking a dental history of the inmate. A dental record shall be maintained as part of the medical record of the inmate.
 16. CONTRACTOR shall provide a pharmaceutical delivery system for the Jail, beginning with the physician's prescribing of medication, the filling of the prescription, the dispensing of medication and the necessary record keeping. The CONTRACTOR shall be responsible for the costs of all drugs prescribed by the CONTRACTOR's physician. The system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician or psychiatrist and shall be administered and dispensed by a licensed nurse. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the Jail. Licensed staff responsibility for controlled substances in restricted areas shall be clearly defined. Pharmaceutical management and medication room procedures shall be reviewed by a pharmacist on an annual basis. Pharmaceutical license shall be posted on-site.
 17. CONTRACTOR shall provide a medical detoxification program for drug and/or alcohol addicted inmates, which shall be administered as medically necessary.

18. CONTRACTOR shall provide for the special needs of pregnant and postpartum women following the pregnant female protocols established by statute or regulation and County policies and procedures. Any new protocols must be approved in writing by MCSO. Services include, but are not limited to the following:
- a. Screening and testing for pregnancy at the time of booking a female inmate into the facility
 - b. Referral and coordination with a community-based methadone treatment program experienced in the special needs of pregnant/postpartum clients
 - c. Prenatal education and counseling
 - d. Establishment of written agreements to assure the continuous availability of the full range of routine and emergency obstetrical services including management of high risk conditions. CONTRACTOR shall assure that arrangements are maintained whereby pregnant women with histories of drug dependency are evaluated on-site immediately and referred within four (4) hours for high risk obstetrical evaluation. CONTRACTOR shall coordinate and pay for enrollment and assessment services of pregnant opiate-addicted women for methadone maintenance programs.
 - e. CONTRACTOR shall adhere to its plan for meeting the requirements of the California Reproductive Privacy Act, as well as all reproductive rights under law.
 - f. CONTRACTOR shall manage and facilitate follow-up care after an inmate returns from an outside medical appointment or procedure.;
 - g. CONTRACTOR shall provide health services as required by the courts pursuant to California Penal Code Section 4011.5 or any succeeding statute or code section.
 - h. CONTRACTOR will assist any inmate who requests an abortion in compliance with the requirements of the California Reproductive Privacy Act, as well as all reproductive rights under law. In the event a procedure becomes necessary, CONTRACTOR will assist in referring the inmate offsite for an abortion. CONTRACTOR will refer the scheduled procedure to COUNTY for any necessary payment to be made. Further, CONTRACTOR shall not be responsible, financially or otherwise, for providing health care services to an infant following birth.
19. CONTRACTOR shall maintain confidentiality of health care records as is required by law. All medical records shall be and remain the property of MCSO. In the event of a contract termination, CONTRACTOR shall confirm MCSO has received and has access to the full updated and accurate records, to assure compliance with medical records retention practices. CONTRACTOR shall cooperate with MCSO for medical records review/audits.

20. Jail-Based Competency Treatment (JBCT) Program

- a. CONTRACTOR shall provide a JBCT Program for the provision of restoration of competency treatment services for male and female individuals, hereafter referred to as "Patient Inmates", found by the courts to be Incompetent to Stand Trial (IST) under Penal Code Section 1370. CONTRACTOR shall provide restoration of competency treatment services to felony IST Patient Inmates participating in the JBCT program pursuant to the DSH JBCT Policy and Procedures Manual.
- b. CONTRACTOR shall ensure that priority for admissions to the JBCT Program shall be based on commitment date, unless an exception is made based on one of the factors listed in California Code of Regulations (CCR), Title 9, Section 4710. In the event multiple felony IST defendants have the same commitment date, admission shall be scheduled based on the availability of the committing county to transport the defendants.
- c. CONTRACTOR shall be paid in full for the minimum three (3) beds (allocated beds) at the per diem rate upon the first Patient Inmate admission, regardless of the number of Patient Inmates admitted.
- d. CONTRACTOR shall be paid for additional beds (non-allocated beds) at the per diem rate for the actual number of days that each individual Patient Inmate is in the JBCT Program.
- e. CONTRACTOR shall comply with all court dates related to felony IST defendants receiving services pursuant to the Agreement, including but not limited to court orders requiring status updates. CONTRACTOR acknowledges that court orders may vary by case and by judge, and that the frequency of the court ordered status updates may exceed the minimum levels set by statute.
- f. CONTRACTOR shall submit daily census reports to the DSH upon the first Patient Inmate admission, unless otherwise requested by the DSH.
- g. Referral Document Collection Prior to Admission: CONTRACTOR shall coordinate with COUNTY to ensure all required documents listed under Penal Code Section 1370, subdivision (a)(3) are provided by the court for all Patient Inmates upon referral.
- h. Psychological Assessment Protocol: CONTRACTOR shall administer a battery of individualized psychological assessments and testing upon admission. Standardized and semi-structured psychological tests shall be utilized to complete a preliminary assessment of the Patient Inmate's current functioning, likelihood of malingering, and current competency to stand trial. Impediments to trial competency shall be ascertained through the use of preliminary assessment instruments including, but not limited to the following:

- i. Clinical Interview. The psychologist shall obtain information pertaining to the Patient Inmate's psychosocial, psychiatric, and legal history as well as barriers to competency. The Mental Status Exam (MSE) shall also be included in the interview
- ii. Assessment of Malingering (as clinically indicated). Miller Forensic Assessment of Symptoms (M-FAST)
- iii. Assessment of Trial Competence. Evaluation of Competency to Stand Trial-Revised (ECST-R), the MacArthur Competency Assessment Tool-Criminal Adjudication (MacCAT-CA), and/or the Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR)
- iv. Severity of Psychiatric Symptoms. Brief Psychiatric Rating Scale (BPRS)

CONTRACTOR will screen, evaluate and identify patients with suicidal and homicidal tendencies, as well as acute and chronic behavioral health issues prior to admission. Clinical staff will place a patient on suicide precautions, contacting custody about an issue or assign special housing. The mental health screening will also prompt the interviewer in taking indicated actions such as suicide prevention, or urgent mental health referrals based on the patient's responses. CONTRACTOR shall submit written suicide prevention procedures to the DSH Contract Manager on an annual basis.

- i. CONTRACTOR shall administer additional malingering-specific assessments, integrating additional observable data reported by various disciplines on a 24/7 basis if preliminary assessment suggests the presence of malingering. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is malingering, the following may also be utilized including, but not limited to:
 - i. Structured Interview of Reported Symptoms – Section Edition (SIRS-2)
 - ii. Test of Memory Malingering (TOMM)
 - iii. Georgia Atypical Presentation (GAP)
 - iv. Structured Inventory of Malingered Symptomatology (SIMS)
 - v. Inventory of Legal Knowledge (ILK)
- j. CONTRACTOR may administer further cognitive assessments based on the specific cognitive deficit identified during the preliminary assessment. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is cognitive deficits, the following may also be utilized including, but not limited to:
 - i. Repeatable Battery for the Assessment of Neuropsychological Status (RBANS)
 - ii. Wide Range Achievement Test 4 (WRAT4)
 - iii. Montreal Cognitive Assessment (MoCA)
- k. CONTRACTOR may administer additional instruments assessing personality to complete further assessment of psychological functioning including, but not limited to the following:

- i. Personality Assessment Inventory (PAI)
 - ii. Minnesota Multiphasic Personality Inventory-2 (MMPI-2)
- I. CONTRACTOR shall administer follow-up assessments of the Patient Inmate's current competency to stand trial at 30-day intervals or more frequently as needed using any of the following including, but not limited to:
 - i. Evaluation of Competency to Stand Trial-Revised (ECST-R)
 - ii. Revised Competency Assessment Instrument (R-CAI)
 - iii. MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA)
 - iv. Competency Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR)
- m. Individualized Treatment Program
 - i. CONTRACTOR shall identify specific deficits that result in incompetence to stand trial upon admission. Each deficit shall be listed on the individualized treatment plan and shall be targeted in the Patient Inmate's treatment. CONTRACTOR shall use current standardized competency assessment tools, such as the MacArthur Competency Assessment Tool, after considering the totality of clinical and forensic circumstances.
 - ii. CONTRACTOR shall provide an individualized restoration program according to the treatment approach subscribed by the individual treatment teams and indicated by the Patient Inmate's psychiatric condition, level of functioning, and legal context.
 - iii. CONTRACTOR shall tailor individualized treatment regimens to the Patient Inmate's specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission to the JBCT Program shall be listed in the individualized treatment plan and addressed by specific treatment interventions.
 - iv. CONTRACTOR shall conduct case conferences weekly or as needed to reassess Patient Inmate's progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Inmate's treatment plans.
- n. Multi-Modal, Experiential Competency Restoration Educational Experience and Components
 - i. CONTRACTOR shall provide educational materials presented in multiple learning formats by multiple staff to each Patient Inmate, e.g., a simple lecture format may be replaced with learning experiences

involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial.

- ii. CONTRACTOR shall address the following elements in the education modalities of the competency restoration program as needed, including but not limited to the following:

- (1) Criminal charges
- (2) Severity of charges, namely Felony vs. Misdemeanor
- (3) Sentencing
- (4) Pleas, including Guilty, Not Guilty, Nolo Contender, and Not Guilty By Reason of Insanity
- (5) Plea bargaining
- (6) Roles of the courtroom personnel
- (7) Adversarial nature of trial process
- (8) Evaluating evidence
- (9) Courtroom behavior
- (10) Assisting counsel in conducting a defense
- (11) Probation and Parole
- (12) Individualized instruction as needed

- iii. CONTRACTOR shall provide additional learning experience through increased lecture time, as well as individualized instruction to Patient Inmates who are incompetent due to specific knowledge deficits caused by low intelligence, but who may be restored to competency with additional exposure to the educational material.

o. Medication Administration and Consent

- i. CONTRACTOR shall obtain proper authorization (e.g., informed consent for treatment or medication issues) from the Patient Inmate as soon as possible, in accordance with professional standards of care and court practices.
- ii. CONTRACTOR shall provide strategies to promote and incentivize voluntary psychotropic medication compliance.
- iii. If involuntary psychotropic medication is not ordered by the court at time of commitment of a Patient Inmate to the JBCT Program and the treating psychiatrist determines that psychotropic medication has become medically necessary and appropriate, CONTRACTOR shall request that the court make an order for the administration of involuntary psychotropic medication as outlined in the DSH JBCT Policy and Procedures Manual.
- iv. CONTRACTOR shall administer involuntary psychotropic medication when medically necessary and appropriate upon the issuance of the court order as outlined in the DSH JBCT Policy and Procedures Manual.

v. CONTRACTOR shall submit a summary performance report within 30 days of the end of the contract term to include, but not be limited to, the information stated above and:

- (1) The total number of individuals restored to competency
- (2) The average number of days between program admission and discharge
- (3) The total cost of the program by budget category: personnel, operating expenses, administrative expenses, custody and housing, and other direct operating costs as well as overall cost per Patient Inmate treated and the costs for those found to be malingering
- (4) The cost per cycle of treatment
- (5) A description of all implementation challenges
- (6) Special incident reports and notification to the DSH of emergencies

p. Reporting Requirements

- i. CONTRACTOR shall submit a written report to the court, the community program director of the county or region of commitment, and the DSH Contract Manager concerning the Patient Inmate's progress toward recovery of trial competence within 90 days of a commitment. The report shall include a description of any antipsychotic medication administered to the Patient Inmate and its effects and side effects, including effects on the Patient Inmate's appearance or behavior that would affect the Patient Inmate's ability to understand the nature of the criminal proceedings or to assist counsel in the conduct of a defense in a reasonable manner.
- ii. CONTRACTOR shall file a certificate of restoration with the court that made the commitment when the Program Director or their designee determines that the Patient Inmate has regained trial competence.

q. Treatment Protocol

- i. JBCT is an intensive, milieu-based treatment program that quickly facilitates competency through a combination of group and individual therapy.
- ii. CONTRACTOR shall focus on providing individualized treatment daily to Patient Inmates. In the event CONTRACTOR has two or more Patient Inmates admitted in the JBCT program, group therapy shall be utilized when appropriate. Group content should include one of the four group treatment domains: competency education, understanding and management of mental illness, physical exercise, and mental/social stimulation. Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.

- iii. CONTRACTOR shall provide individual sessions per day to each Patient Inmate. Individual sessions may be used to check in with Patient Inmates and/or discuss key legal elements of the individual's case that may be too sensitive for group discussion. Specific competency issues can best be addressed individually, e.g., a Patient Inmate understands court proceedings but struggles to apply the knowledge to their individual case.
- iv. CONTRACTOR's psychiatrist shall see each Patient Inmate weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.
- v. Together on a weekly basis, the multi-disciplinary treatment team shall review the following:
 - (1) Progress of all Patient Inmates admitted within 30 days
 - (2) At subsequent 14-day intervals thereafter, and
 - (3) When a Patient Inmate is under consideration for discharge

21. Annual training for all Corrections Deputies shall include the following:

- a. CONTRACTOR shall provide for ongoing training programs for medical and correctional staff, as provided for by law or accreditation standards relating to pregnancy issues and review of medical protocol for pregnant inmates
- b. Recognition and treatment of developmentally disabled
- c. Signs and symptoms of a medical emergency
- d. Signs and symptoms of chemical dependency, including a program for opioid treatment
- e. Communicable disease and transmission
- f. CPR/First Aid/AED training
- g. Signs and symptoms of mental illness, suicide prevention, excited delirium, impacts of use of force and follow up.

22. Administrative Requirements

- a. CONTRACTOR shall design, prepare, and implement all policies, procedures, and protocols necessary to perform all required services under this Agreement. A written policy and procedure manual shall be cross-referenced with the applicable corresponding sections of the policy and procedure manuals of the Mendocino County Jail. Once completed, a copy shall be delivered to the Sheriff prior to commencement of services. Any subsequent revisions and/or additions to such policies, procedures, and protocols will also be coordinated with the Sheriff. Upon termination of the said policy and procedure manual, the manual shall become the property of MCSO.

- b. CONTRACTOR shall comply with all MCSO departmental procedures as applicable to detention facilities and as determined by MCSO. This shall include but not necessarily be limited to, such items as inmate security, health policies set by the County Health Officer, mental health policies relating to the transfer and release of inmates, and accounting procedures as set and required by the County Auditor.
- c. CONTRACTOR shall make available to COUNTY, on demand, all records relating to the satisfactory performance of this Agreement including provisions of Title 15 of the California Code of Regulations. Should COUNTY note any deficiencies as a result of an inspection of CONTRACTOR's records, CONTRACTOR will promptly respond in writing, including a plan to correct such deficiencies.
- d. CONTRACTOR will implement a quality assurance program. Said program shall include regularly scheduled audits of all aspects of detainee health care services, including dental and mental health, with documentation of deficiencies and plans for correction of deficiencies. The quality assurance plan should include a provision for program audits by an appropriate "outside", neutral party (health services professional) on a quarterly basis. The CONTRACTOR will submit its quality assurance plan to MCSO within forty-five (45) days of the effective date of this Agreement.
- e. CONTRACTOR shall attend management, strategy planning, or quality assurance meetings as requested by MCSO. CONTRACTOR shall send either corporate management, the Program Administrator, or Medical Director as is deemed appropriate.
- f. CONTRACTOR shall be responsible to coordinate use of emergency ambulance services. Ambulance services, when deemed necessary by the CONTRACTOR, will be paid by the CONTRACTOR. The Sheriff shall provide and pay for routine transportation of inmates, not requiring an ambulance, between the facilities and any medical facility within the State of California and between medical facilities as the CONTRACTOR may deem necessary and appropriate for the medical care of the inmate. The Sheriff shall provide and pay for security, in connection with all transportation mentioned in this paragraph.
- g. Statistical Reporting:

CONTRACTOR shall not publish any findings based on data obtained from the operation of the Agreement without prior consent of MCSO, whose written consent shall not be unreasonably withheld.

A monthly statistical report prepared in a format approved by the Sheriff, which includes health care activities occurring both inside and out of the facility, shall be delivered to the Sheriff by the 15th calendar day of the following month. This report shall summarize service by type and place

performed and shall also include the status of any third party cost recoveries. The report should include, but is not limited to the following:

- i. Inmate visits at sick cell (reported by type, e.g. RN, PA, NP)
- ii. Inmate visits by physician
- iii. Inmate visits by dentist
- iv. Crisis and 911 calls
- v. Inmate deaths
- vi. Suicide attempts
- vii. Inmates on medication
- viii. Psychotropic medication
- ix. Outpatient care medical unit admissions, patient days, and average length of stay
- x. Hospital admissions, patient days, and average length of stay
- xi. Transfer to off-site hospital emergency departments
- xii. Discharge summaries received from hospitals and clinics
- xiii. Medical specialty consultation referrals
- xiv. Intake medical screening
- xv. Consent for medical care signed
- xvi. 14-day health inventories
- xvii. Diagnostic studies
- xviii. Communicable disease reporting
- xix. Documentation on all medical screening/exams performed including pre-booking screenings
- xx. Medical refusals at time of initial booking

23. Compliance with Legal Requirements:

CONTRACTOR shall comply with all relevant legal requirements including but not limited to the following:

- a. Female Inmates Rights Plan: CONTRACTOR is required to meet the requirements of the Reproductive Privacy Act (Health and Safety Code 123460 et seq.) (Jan. 1, 2003).
- b. Inmates with Disabilities, Mental Health Issues and Gender Matters: CONTRACTOR shall comply with and abide by the federal and state laws as they relate to inmates, including but not limited to the Americans with Disabilities Act (ADA), inmates determined to have a mental issue and matters involving transgender inmates. CONTRACTOR shall communicate and coordinate with transgender inmates and Correctional staff to provide appropriate care and housing for ADA inmates.
- c. Prison Rape Elimination: CONTRACTOR shall adopt and comply with the Prison Rape Elimination Act (PREA) standards, and make information available to MCSO as required under 28 CFR Section 115.12 to demonstrate its PREA compliance. 28 CFR Section 115.401 requires CONTRACTOR to engage in and receive a PREA audit at least once during a three-year audit cycle. CONTRACTOR will make available to the MCSO contract monitor the auditor's final report after completion of an audit. Until the first audit report

becomes available, CONTRACTOR shall demonstrate PREA compliance to MCSO by furnishing a copy of its PREA policy to the MCSO contract monitor. If no PREA audit has been conducted by the time the contract begins, plans to conduct a PREA audit must be demonstrated to MCSO with the statutorily set time frame.

24. Miscellaneous Requirements:

- a. CONTRACTOR will review, evaluate and respond to inmate inquiries, writs, complaints and grievances in a timely manner, and in accordance with the established policies and procedures of the Mendocino County Sheriff's Office.
- b. CONTRACTOR will offer testimony in court and other legal proceedings when called upon to do so.
- c. CONTRACTOR is responsible for providing the services of this Agreement without regard to unusual events or circumstances, including, but not limited to the following:
 - i. Labor stoppages
 - ii. Riots
 - iii. Fires
 - iv. Natural disasters
 - v. Extended power failures
 - vi. Equipment failures
 - vii. Other conditions that would result in the disruption of normal operations
- d. CONTRACTOR shall cooperate fully in aiding MCSO to investigate, adjust, settle, or defend any claim, action, or proceeding brought in connection with the operation of the MCSO facilities' health programs with which CONTRACTOR's counsel for writs of habeas corpus or for any legal action against the facility.

25. Public Communications

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

26. Financial

- a. Subject to the defined catastrophic limits, CONTRACTOR shall identify the need, schedule, coordinate and pay for all non-emergency and emergency medical care rendered to inmates inside or outside of the Jail.
- b. CONTRACTOR shall be responsible for all medical costs for inmates that have been booked into the Jail. CONTRACTOR shall be responsible for all costs incurred to third-party vendors, including medical and dental care, and medical transportation, for inmates who have been booked into Jail.
- c. CONTRACTOR shall identify the need, schedule, coordinate and pay for any inpatient hospitalization of any detainee of the Mendocino County Jail. This shall include all institutional charges, physician charges and any and all additional charges. This also includes responsibility for making emergency arrangements for ambulance services to the inpatient facility and reimbursement to the local ambulance company for the services provided.
- d. CONTRACTOR shall identify the need, schedule, coordinate and pay for all non-emergency and emergency medical care rendered to inmates outside or inside the Mendocino County Jail. This includes psychiatric inpatient care as a result of a 5150 evaluation and/or behaviors that could result in injuries to the inmate and others.
- e. CONTRACTOR shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests. This includes inpatient or outpatient hospitalization, appropriate monitoring and prescription of appropriate medications, consultations with specialty physicians, etc.
- f. CONTRACTOR's responsibility in cases where extensive medical treatment is necessary shall be limited to Twenty-Five Thousand Dollars (\$25,000) in outside medical expenses per individual inmate medical/surgical inpatient episode. Episode means a single admission and discharge from a hospital. MCSO reserves the right to seek a second opinion in cases where extensive medical treatment is necessary, at the expense of the MCSO.
- g. CONTRACTOR's responsibility for HIV medication shall be limited to Ten Thousand Dollars (\$10,000) per fiscal year.
- h. CONTRACTOR'S responsibility for Covid-19 related costs (including supplies, testing, etc.) shall be limited to Five Thousand Dollars (\$5,000) per fiscal year. For Covid-19 related costs above the Five Thousand Dollar (\$5,000) threshold, CONTRACTOR will invoice COUNTY for actual costs.

27. Staffing

- a. CONTRACTOR shall provide the following minimum staffing during the Contract term unless modified by written amendment to this Agreement by both parties:

Minimum Medical Staffing		
Dayshift		
Position Title	Weekly Hours	FTE
HSA – Health Services Administrator	40	1.0
Director of Nursing	40	1.0
NP/PA (Medical/Psych)	40	1.0
Psych RN	80	2.0
Psychiatrist	8	0.2
LCSW	40	1.0
AA	40	1.0
MD	8	0.2
RN	84	2.1
LVN	84	2.1
Dentist	4	0.1
Dental Asst	4	0.1
Discharge Planner	40	1.0
24/7 Telehealth Coverage		
Licensed Clinical Social Worker (LCSW)	8	0.2
Psychiatric Nurse Practitioner (NP)	20	0.5
Nightshift		
RN – Night	84	2.1
LVN – Night	84	2.1
JBCT Staffing		
Position Title	Weekly Hours	FTE
Program Director	5	0.125
Psychiatrist	4	0.100
Psychologist	6	0.150
Clinician/Competency Trainer	12	0.300

To fulfill its staffing obligations, CONTRACTOR may utilize pro re nata (PRN) staffing, staffing agency, and/or a current staff member(s), to include use of overtime staffing to fulfill the needs of any vacant position or any position that is temporarily vacant and will outline same within a monthly staffing report provided to COUNTY. In the event a current staff member is utilized to fill the scheduled hours of another staff member, CONTRACTOR may utilize a like-kind or higher level staff member to fulfill the vacant staff position and this provision shall allow for CONTRACTOR to modify the required staffing requirement hours by substituting up to 1.00 FTE of required Medical Doctor/Physician/Psychiatrist time with up to 2.00 FTE additional NP/PA or Psych NP/PA time. Two hours of total services rendered by the NP/PA or Psych NP/PA shall be considered equivalent to one hour of service rendered by a Medical Doctor/Physician/Psychiatrist or vice versa. A paid hour by CONTRACTOR for staffing is hereby defined by the parties as an hour paid to a staff member, including any overtime, to fill hours set forth in this proposal, which shall include hours worked onsite, telemedicine/tele-psych hours, supplementing on-site staff, PTO, training/orientation, and holiday hours. At the end of each calendar month, CONTRACTOR shall report to the COUNTY the number of hours paid to CONTRACTOR's personnel for each position and shift aggregated on a payroll period basis (26 payroll periods annually; ten months will have 2 payroll periods; two months will have 3 payroll periods).

In the event a position has less paid hours than contracted hours during the month, CONTRACTOR shall provide a credit to the COUNTY which consists of an

applicable hourly rate for the position multiplied by the position hours left unfilled during the month. Utilization of like-kind personnel to fulfill any staffing vacancy shall not be utilized by COUNTY to assess any penalty or request a credit from CONTRACTOR. In the event a credit is due to COUNTY, CONTRACTOR shall issue any applicable credit on its next monthly invoice submitted to COUNTY.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

MEDICAL HEALTH SERVICES

1. CONTRACTOR shall receive the following fixed pricing for services provided for Medical Health Services:

Medical Health Services - Pricing	Year 1	Year 2	Year 3	Renewal Year 1
Medical Personnel	\$ 2,634,277.28	\$ 2,740,048.37	\$ 2,850,050.31	\$ 3,204,672.44
Mental Health Personnel	\$ 569,140.80	\$ 591,906.43	\$ 615,582.69	\$ 646,361.82
Off-Site Costs (\$25k Per Inmate Per Inpatient Episode)	\$ 300,000.00	\$ 312,000.00	\$ 324,480.00	\$ 340,704.00
Pharmacy Services	\$ 225,000.00	\$ 234,000.00	\$ 243,360.00	\$ 255,528.00
HIV Medication Cap	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
On-Site Ancillary Services	\$ 80,000.00	\$ 83,200.00	\$ 86,528.00	\$ 90,854.40
Medical Supplies	\$ 50,000.00	\$ 52,000.00	\$ 54,080.00	\$ 56,784.00
IT Services and Equipment Expense	\$ 95,000.00	\$ 98,800.00	\$ 102,752.00	\$ 107,889.60
Miscellaneous Expense	\$ 174,100.00	\$ 181,064.00	\$ 188,306.56	\$ 197,721.89
Administrative Overhead	\$ 275,000.00	\$ 286,000.00	\$ 297,440.00	\$ 312,312.00
Total Annual Cost	\$ 4,412,518.08	\$ 4,589,018.80	\$ 4,772,579.56	\$ 5,222,828.16
Total Monthly Cost	\$ 367,709.84	\$ 382,418.23	\$ 397,714.96	\$ 435,235.68

2. CONTRACTOR shall invoice COUNTY on the first of each month for the monthly cost shown above, as well as any separately itemized costs payable under this Agreement. COUNTY shall make payment within fifteen (15) days of receipt of invoice.
3. Payments under this Agreement for the Medical Health Services portion shall not exceed **Eighteen Million Nine Hundred Ninety-Six Thousand Nine Hundred Forty-Four Dollars and Sixty Cents (\$18,996,944.60)** for the term of this Agreement.

JAIL-BASED COMPETENCY TREATMENT PROGRAM

1. CONTRACTOR shall be reimbursed in full for the minimum of three (3) beds (Allocated Beds) at the per diem rate of \$302.16, totaling \$906.48 per day, regardless of the number of Patient Inmates are admitted in the JBCT Program. Upon invoicing, CONTRACTOR shall clearly identify the number of days in the month that services were provided.

Jail-Based Competency Treatment Program Pricing				
Clinical Provider (CONTRACTOR)	Staffing FTE Total	Annual Salary	Annual Benefits	Daily Rate per Bed
Program Director	0.125	\$67,650	\$5,883	\$50.37
Psychiatrist	0.100	\$141,251	\$7,966	\$102.20
Psychologist	0.150	\$85,067	\$6,403	\$62.65
Clinician/Competency Trainer	0.300	\$115,424	\$11,508	\$86.94
TOTAL	0.675	\$409,392	\$31,760	\$302.16

Additional maximum annual costs (CONTRACTOR) include:

Replenishment Costs	\$ 5,000
Long-Acting Injectables	\$50,000/pass-through
Medications	\$10,000/pass-through
Training/Travel	\$ 500
Language Access Services	\$10,500
TOTAL	\$76,000

2. CONTRACTOR shall be reimbursed for additional beds (Non-Allocated Beds) at the per diem rate of \$302.16 for the actual number of days that each individual Patient Inmate is in the JBCT Program. Upon invoicing, CONTRACTOR shall clearly identify the number of Patient Inmates multiplied by the number of actual treatment days in the month that services were provided.
3. CONTRACTOR shall invoice COUNTY monthly in an amount equal to the number of allocated beds and number of occupied non-allocated beds at the per diem rate of \$302.16 multiplied by the number of days in the previous month. COUNTY shall make payments within fifteen (15) days of receipt of invoice.
4. CONTRACTOR will pass through the costs of all psychotropic medications for Patient Inmates enrolled in the EASS Program and JBCT Program, including long-acting injectables (LAIs) and medications to COUNTY for 100% reimbursement to CONTRACTOR. CONTRACTOR will invoice COUNTY annually for program replenishment costs up to \$5,000, travel expenses up to \$500, and Language Access Services up to \$10,500.
5. Revenue Agreement No. BOS-25-135 between COUNTY and DSH shall be incorporated into this Agreement No. BOS-23-011 and is attached herein as Attachment 1.
6. Payments under this Agreement for the Jail-Based Competency Treatment Program portion shall not exceed Two Million Eighty-One Thousand Two Hundred Sixty-Six Dollars and Fifty Cents (\$2,081,266.50).

INVOICING

1. CONTRACTOR will submit separate monthly invoices (one for Medical Health Services and one for the Jail-Based Competency Treatment Program) to:

Mendocino County Sheriff's Office
951 Low Gap Road
Ukiah, CA 95482

Attn: Fiscal Division or email to: accounting@mendocinosheriff.org

CONTRACTOR will include their County Vendor # (42080) and the Contract Number on each invoice.

[END OF PAYMENT TERMS]