

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of October 17, 2017, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and NaphCare, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH**

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent CONTRACTORS to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its jail medical services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Mendocino COUNTY ePayables Information
- Appendix A Certification Regarding Debarment, Suspension and Other Responsibility Matters

The term of this Agreement shall be from October 17, 2017 through December 31, 2021. Any extension beyond the initial term specified above shall be agreed to by the parties and shall be based on the consumer price index (CPI) as specified for Medical Care Services for the West Region as released for the period of ninety (90) days prior to any extension of this Agreement.

The compensation payable to CONTRACTOR hereunder shall not exceed thirteen million, one hundred twelve thousand, nine hundred ninety dollars (\$13,112,990.90) for the term of this Agreement, of which not more than twelve million seven hundred twelve thousand nine hundred ninety dollars and ninety cents (\$12,712,990.90) shall be for the base contract fee specified in Paragraph 1 of Exhibit B and four hundred thousand dollars (\$400,000.00) for the remaining itemized bill back expenses.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**DEPARTMENT FISCAL REVIEW:**

DEPARTMENT HEAD Jon McClane DATE 10-5-2017

Budgeted:  Yes  No

Budget Unit: xx

Line Item: xx

Grant:  Yes  No

Grant No.: n/a

**CONTRACTOR/COMPANY NAME**

By: James S. McLane  
James S. McLane, CEO

NAME AND ADDRESS OF CONTRACTOR:

NaphCare, Inc.

2090 Columbiana Road, Suite 4000

Birmingham, AL 35216

**COUNTY OF MENDOCINO**

By: John McCowen  
JOHN MCCOWEN, Chair  
BOARD OF SUPERVISORS OCT 18 2017

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

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: Karla Van Hagen  
Deputy OCT 18 2017

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
COUNTY Counsel

By: Katharine L. Elliott  
Deputy

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

CARMEL J. ANGELO, Clerk of said Board

By: Karla Van Hagen  
Deputy OCT 18 2017

**INSURANCE REVIEW:**

RISK MANAGER

By: Alan D. Flora  
ALAN D. FLORA, Risk Manager

**FISCAL REVIEW:**

By: Janette Rau  
Deputy CEO/Fiscal

**EXECUTIVE OFFICE REVIEW:**

APPROVAL RECOMMENDED

By: Janette Rau  
CARMEL J. ANGELO, Chief Executive Officer

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-2017-002

Mendocino COUNTY Business License: Valid  3/21/17 BOS exempt

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 his/her said work and functions 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 his/her 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) week's 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 furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to

be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

3. **INSURANCE:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies 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 s/he 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 s/he 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 CONTRACTOR'S and 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 over pays 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.

7. TAXES: Payment of all applicable federal, state, and local taxes related to the services rendered by or due and payable as a result of the operations of Contractor pursuant to this Agreement, 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  
Sheriff Office  
951 Low Gap Rd. Ukiah, CA 95482  
Attn: Fiscal/Contract Unit

To CONTRACTOR: NaphCare, Inc.  
2090 Columbiana Road, Suite 4000  
Birmingham, AL 35216  
Attn: James S. McLane and Legal Department

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 his/her 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 and display the same in a location that is reasonably conspicuous, as well as file copies of same with the COUNTY Executive Office.

Before the COUNTY will issue a notice to proceed with the Services, CONTRACTOR and any subcontractors must acquire, at their expense, a business license from COUNTY in accordance with MCC 6.0. Such licenses must be kept valid throughout the Agreement term.

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. CONTRACTOR may withhold privileged business and/or financial data only to the extent allowed by Government Code section 8546.7.

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 (subject to the confidentiality stipulations referenced hereinabove) 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 sixty (60) days 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. 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 its services as defined in Exhibit A shall not exceed \$13,112,990.90 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding. Should COUNTY effectuate any suspension and/or termination of the Agreement, COUNTY shall remain responsible for any catastrophic claims that are later invoiced by CONTRACTOR which exceed the stated threshold which may occur during CONTRACTOR's service period.
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 through the date in which services are last rendered by CONTRACTOR.
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 Exhibit A or Exhibit B, 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:** 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.
  - 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 on 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.

////////////////////[END OF GENERAL TERMS AND CONDITIONS]////////////////////

## EXHIBIT A

### DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

#### SECTION I

1. CONTRACTOR shall provide comprehensive inmate medical care and mental health services ("Services") as contained in this Exhibit A
  - a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal (RFP) No. SO-2017-002, including any addenda, the proposal response of CONTRACTOR (Response), and additional services that the COUNTY obtained through negotiations, if any. 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 Contract 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-Coroner 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 and mental health care for all Inmates at 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 Mendocino County Sheriff 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 Jail architectural plans.

- c. Staffing patterns for any new Jail facility.
  - d. Alternate pharmaceutical and other systems.
  - e. Any other matter relating to this Agreement.
5. CONTRACTOR shall begin providing Services at 12:00 a.m. on January 1, 2018 "Medical Services Start Date." CONTRACTOR shall begin the transition to providing Services on November 1, 2017 pursuant to the Transition Scope of Services ("Transition Activities") attached hereto as Exhibit A, #25. The Transition Activities shall be performed by CONTRACTOR All insurance requirements must be in place and met during the Transition Activities.
  6. The Medical Services Start Date may be accelerated by mutual agreement of CONTRACTOR and the COUNTY. Should the Mendocino County Sheriff, or his designee, determine that CONTRACTOR's services are required prior to January 1, 2018, COUNTY shall notify CONTRACTOR in writing of a new Medical Services Start Date. Payment for any services rendered after the new Medical Services Start Date and before January 1, 2018 shall be at the Year 1 rate in Exhibit B, prorated by day.
  7. The parties intend a clean handoff of jail medical services on the Medical Services Start Date. However, should urgent unforeseen circumstances cause the COUNTY to require additional medical services before the Medical Services Start Date can reasonably be accelerated, CONTRACTOR may, upon request of the jail commander, provide such supplemental services as needed. To the extent practicable, such services shall be provided in the manner contemplated by this Agreement. COUNTY shall fully reimburse CONTRACTOR for the actual cost of such services.
  8. CONTRACTOR project team will consist of the following key personnel and subcontractors, as applicable during the contract term:
    - a. **Alicia Clarke**, Regional Director of Operations
    - b. **Shannon Matthews**, Vice President of Operations for Western States and Mendocino COUNTY Transition Leader
    - c. Medical Director, TBD
    - d. Health Services Administrator, TBD

CONTRACTOR agrees that it shall not transfer or reassign the individuals identified above and during the transition activities period as key personnel or substitute subcontractors without the express written agreement of COUNTY, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of CONTRACTOR no longer be employed by CONTRACTOR during the term of this agreement, CONTRACTOR shall make a good faith effort to present to COUNTY an individual with greater or equal qualifications as a replacement subject to COUNTY's approval, which

approval shall not be unreasonably withheld. The approval of COUNTY to a requested change shall not release CONTRACTOR from its obligations under this Agreement.

For any position without key personnel identified (noted by TBD), Contractor shall provide the names to County by December 16, 2017.

## **SECTION II**

CONTRACTOR shall have and maintain the following minimum qualifications:

1. *Institute for Medical Quality (IMQ) Accreditation.* By March 1, 2019, CONTRACTOR must complete the necessary steps with the IMQ based on the existing accreditation to name them as a medical services provider or obtain IMQ accreditation.
2. *Staff Minimum Qualifications.* The medical professionals providing services through the CONTRACTOR, including doctors and nurses, MUST individually meet and maintain the following minimum qualifications.
  - a. *Medical Director* - Because of the particular importance of the Medical Director position, the COUNTY shall review the specific qualifications of any candidate for Medical Director prior to the performance of work. CONTRACTOR shall provide COUNTY with a curriculum vitae for any proposed medical director, as well as a summary of the candidate's work experience, licensure, and relevant qualifications. No candidate shall be placed in the position of Medical Director until COUNTY has provided written notification to CONTRACTOR that COUNTY has agreed that the candidate's qualifications are sufficient.
  - b. *Health Services Administrator* - The Health Services Administrator must have a minimum five years' experience in correctional facility health care management. The individual in the position shall be at the minimum a Registered Nurse credentialed to practice in California.
  - c. *Registered Nurses* – Must be credentialed as described in California law that sets out the scope of practice in the Nursing Practice Act Division 2. Healing Arts Chapter 6 Nursing out the scope of practice and responsibilities for Registered Nurses and California Code of Regulations Title 16 Professional and Vocational Regulations Division 14 Board of Registered Nursing.
  - d. *Nurse Practitioner/Physician's Assistant* – Must be credentialed as described in California law that sets out the scope of practice in the

Nursing Practice Act as a Nurse Practitioner or authorized by the medical board of California as a Physician's Assistant.

- e. *Licensed Vocational Nurses* - Must be credentialed to practice in California as outlined in the California Business and Professions Code, Division 2 Chapter 6.5 Vocational Nursing and Division 25 Chapter 1 Vocational Nurses.
  - f. *Dentists* – Must be credentialed to practice in California as described in the Dental Practice Act Business & Professions Code beginning at Section 1600 and the Dental Board's regulations are under TITLE 16, Professional and Vocational Regulations, Division 10, Dental Board of California.
  - g. *Psychiatrist* – A qualified Board Certified physician designated as a psychiatrist. The individual shall have a specialty certification in the field of psychiatry. The physician's licenses and credentials shall remain up to date and in good standing. The psychiatrist must be credentialed to practice in California and have at least one year experience in medical practice at a correctional facility after obtaining his or her credentials.
3. *Waiver by CONTRACTOR* – CONTRACTOR may seek a waiver of a specific qualification with a request to substitute experience or other qualifications by submitting such request in writing to COUNTY.
  4. *Security and Background Checks* – All service providers, employees, and subcontractors working at the facility must pass and maintain, to the satisfaction of Mendocino County MCSO a security and background check performed by MCSO. Failure to pass, divulge information, or comply with the background process will prohibit an individual from entry into MCSO facilities. COUNTY agrees to inform CONTRACTOR whether security clearance has been granted or denied within five (5) business days of receipt of the return of information from the California Department of Justice and the Federal Bureau of Investigation.
  5. 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. CONTRACTOR shall submit all candidates for employment to the MCSO for background checks and approval on a timely basis.
  6. CONTRACTOR shall ensure all health care staff and sub-contract staff are appropriately licensed, certified, and registered to perform their assigned duties in compliance with applicable state and federal law. 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.

7. All receiving screenings and all inmate medical assessments shall be done by a registered nurse or a higher-level care provider (physician, physician's assistant, or nurse practitioner).

### **SECTION III**

1. **Summary:** 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 Mendocino COUNTY 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.

2. **Required Services:** CONTRACTOR shall provide comprehensive medical and mental health services for inmates housed at the facility, including preventative services. CONTRACTOR's services shall include the following minimum levels of service:
  - a. *Intake Health Screening.* Intake screening shall be performed for all inmates, including transferees, by a licensed registered nurse (RN) at the time of reception. Mandatory tuberculosis testing for symptomatic inmates shall be in accordance with State and local standards. CONTRACTOR, in consultation with COUNTY, shall develop an intake pre-screening procedure for medical, mental health issues and referrals.
  - b. *Fourteen Day Health Appraisal.* A comprehensive health assessment shall be performed by an RN or higher-level care provider (physician, physician's assistant, or nurse practitioner) of all incoming inmates within fourteen (14) calendar days of the arrival of the inmate at the Mendocino County Jail.
  - c. *General Healthcare.* CONTRACTOR shall provide basic healthcare services to inmates including preventative care.

- d. *Sick Call.* Inmates shall have access to essential health care services at all times. At a minimum, an RN shall be on duty at all times and a physician shall be on duty as proposed in the RFP and agreed to in this contract, and on call during all other shifts.

CONTRACTOR shall conduct sick call as described in the RFP. Sick call shall be held in the medical rooms. Sick calls shall be performed by an RN or higher-level care provider (physician, physician's assistant, or nurse practitioner). An RN or higher-level care provider (physician, physician's assistant, or nurse practitioner) will make daily rounds for all segregation cells. Any and all assessments shall be done by an RN or higher.

- (1) Additional sick call hours may be added if agreed upon by the CONTRACTOR and the COUNTY.

- e. *Health Care Plans.* CONTRACTOR is responsible for development and implementation of Health Care Plans. Inmates being treated at the facility shall have health care plans with clear goals, objectives, policies, and procedures for documenting goal achievements.
- f. *Best Practices.* CONTRACTOR shall provide recommendations to MCSO and assistance with policy updates, legal updates, or compliance with applicable laws or standards.
- g. *Leadership.* CONTRACTOR's administrative leadership services shall have cost accountability and, if requested, justify medical care and responsiveness.
- h. *Food Services -Special Diets.* CONTRACTOR shall provide recommendations for all medical and special needs diets. CONTRACTOR shall adhere to all applicable legal requirements, as they may change from time to time, including but not limited to the medical dietary standards outlined in Title 15, Section 1248 of the California Code of Regulations.
- i. *Suicide Prevention Program.* This shall include:
  - (1) Attending program meetings and working in collaboration to provide pre-screening and crisis intervention.
  - (2) Provision of a physician to participate in the program, review issues related to suicide prevention and address the resolution of problems in accordance with applicable standards.
  - (3) CONTRACTOR will provide pre-screening and crisis intervention,

making certain that all medical treatment needs are addressed and outside transfer to a facility is considered especially for severely unstable or mentally ill inmates.

(4) For every inmate placed in a safety cell placement on a suicide watch, CONTRACTOR shall have an RN or higher level care provider (physician, physician's assistant or nurse practitioner) physically check the inmate at least two times every eight hours, a minimum of three hours apart. These checks shall be in addition to any checks conducted by any MCSO staff.

(5) CONTRACTOR is responsible for the health and well-being of the inmate, including medication, vitals, other medical needs, and confirmation of wellbeing.

k. *Dental Services.* CONTRACTOR shall provide emergency, medically necessary, and non-emergency dental services, including but not limited to extractions and hygienic cleanings. Services shall be provided as found in the RFP and addendums.

(1) Based on the inmate's length of stay and priorities listed, CONTRACTOR will provide the following treatment:

(a) Relief of pain and treatment of acute infections, including hemorrhage, toothaches, broken, loose or knocked out teeth, abscesses, and dry sockets after extractions.

(b) Extraction of unsalvageable teeth.

(c) Repair of injured or carious teeth.

(d) Removal of irritation conditions that may lead to malignancies (if incarceration is prolonged).

(e) Dental hygiene services and exam for inmates in custody for a year or more.

(f) Any other dental care required by title 15 or other applicable law.

(2) CONTRACTOR will provide triage, prioritize, and then schedule inmates to see the dentist. Inmates requiring oral attention will be scheduled to see the dentist as they are prioritized. If the inmates dental requirements are emergent, the dentist will see them as soon as possible.

(3) For elective work that can be deferred, CONTRACTOR will provide appropriate referral information upon the inmate's release.

- i. *Pregnant and Postpartum Women.* 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 COUNTY. Services include, but are not limited to:
  - (1) Optional screening and testing for pregnancy at the time of booking a female Inmate into the Jail. Referral and coordination with a community based methadone treatment program experienced in the special needs of pregnant/postpartum clients for any Inmates enrolled in community methadone maintenance treatment programs when booked. Any Inmates not enrolled in community methadone maintenance treatment programs will be initiated and maintained on buprenorphine for the duration of their pregnancy by an on-site provider if said provider has a DATA 2000 waiver.
  - (2) Prenatal education and counseling.
  - (3) 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.
  - (4) Assurance 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 the enrollment and assessment services of any pregnant opiate addicted Inmate with a local methadone maintenance program.
  - (5) Providing family planning services and education to female detainees pursuant to California Penal Code Section 3409, 3440, 4023.5 and other applicable laws.
  - (6) CONTRACTOR will assist with 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 off-site 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.

m. *Prosthesis/Glasses.* CONTRACTOR shall provide and make payment for

medically required medical and dental prosthesis and eye glasses.

- n. *Consulting Services and Medical Equipment.* Making arrangements and payments for all consulting medical specialty services and special medical equipment (i.e. braces, crutches, etc.). Special medical equipment is defined as durable medical equipment (DME) as set forth under Medicare Part B plans and includes, but is not limited to diabetic supplies, canes, crutches, walkers, commode chairs, home type oxygen equipment, traction equipment, etc. As further defined, DME is equipment which 1) can withstand repeated use, 2) is primarily and customarily used to serve a medical purpose, 3) is generally not useful to a person in the absence of illness or injury, and 4) is appropriate for use in the inmates housing area. The use of any DME within the facility will be with the approval of the MCSO. For any major equipment, including beds and seat lift mechanisms, CONTRACTOR shall meet with COUNTY to discuss the need and if COUNTY will be purchasing and retaining ownership of the equipment.
  
- o. *Hospital Care.* CONTRACTOR shall make arrangements to provide payments for all in-patient and out-patient treatment following booking. For the following services, CONTRACTOR shall enter into agreements with and use providers agreed to by the COUNTY:
  - (1) Acute Care Needs. Emergencies that require care outside of the facility, for which there is unavailability of specific services, and/or require the hospitalization for the acute care needs for inmates, shall be provided by with the written consent of COUNTY.
  
  - (2) Emergency Room. Emergency room care for inmates is may be provided by local hospitals; Contactor may use other providers with the written consent of COUNTY.
  
- p. *Disaster.* CONTRACTOR shall provide 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. A formal written plan shall be submitted to the County no later than April 1, 2018. CONTRACTOR shall conduct periodic review and update of the plan.
  
- q. *AIDS.* CONTRACTOR shall cooperate with AIDS testing and shall be provided as clinically indicated within current community standards or upon inmate or MCSO staff request. All testing shall be done in accordance with State law.
  
- r. *Ancillary Services.* CONTRACTOR shall provide and arrange for laboratory, x-ray, and other ancillary services. Ancillary services should be performed

on-site, but may if needed, be performed off-site. This might entail use of transportation or guard services as stated in section Paragraph 13 of Section III of Exhibit A to this Agreement.

s. *Laboratory Services.*

- (1) Any laboratory to be used by CONTRACTOR shall be approved in advance by the COUNTY according to Paragraph 29 of this AGREEMENT.
- (2) CONTRACTOR will provide medically necessary diagnostic laboratory testing through the approved laboratory. Whenever possible, laboratory tests will be conducted on site. Laboratory testing includes routine, special chemistry and toxicology analysis.
- (3) CONTRACTOR will coordinate with the approved laboratory for timely pickup and delivery of accurate reporting within 24 hours.
- (4) The physician will review, date and initial laboratory data upon receipt of test results. Once reviewed, the results are filed in the inmate's health record and a plan of care established, as appropriate and immediately report crisis levels to the supervising physician.

t. *Radiology Services.*

- (1) CONTRACTOR will utilize an imaging and radiology provider acceptable to the COUNTY.
- (2) A board certified or board eligible radiologist will interpret all test results. The site physician will review and initiate all radiology results and develop a follow-up care plan as indicated.

u. *Electrocardiogram (ECG) Services.*

- (1) CONTRACTOR will provide ECG services on site and is responsible for all equipment and supplies required for these services.

v. *Dialysis.*

- (1) CONTRACTOR will utilize a dialysis provider acceptable to the COUNTY.
- (2) Hemodialysis services will be provided three times a week to those who have been medically determined to receive such treatment.

w. *Employees and Visitors.* CONTRACTOR shall administer emergency first aid at the Jail to any employee or visitor at the Jail who requires such care.

x. *First Aid Kits.* CONTRACTOR shall supply First Aid Kits (kits) in Jail facilities, Inmate services, kitchen, laundry, court, holding, booking, vehicle sally port and transportation vehicles. CONTRACTOR shall check kits every month for supplies and restock when necessary. Said kits will include the following:

- 21 alcohol prep pads
- 21 antiseptic towelettes
- 1 eye wash
- 10 cotton tip applicators
- 5 finger splints
- 1 first aid instruction guide
- 4 examination gloves
- 10 safety pins
- 1 tweezers
- 1 scissors
- 6 antibiotic ointment packets
- 6 burn cream packets
- 3 povidone iodine prep pads
- 3 sting relief prep pads
- 8 antacid tablets
- 10 aspirin tablets
- 10 non-aspirin tablets
- 2 instant cold packs (5 inch x 6 inch)
- 20 adhesive bandages (1 inch x 3 inch)
- 40 adhesive bandages (3/4 inch x 3 inch)
- 30 adhesive bandages (3/8 inch x 1-1/2 inch)
- 5 butterfly closures
- 5 knuckle bandages
- 1 paper tape roll (1 inch x 5yard)
- 1 triangular bandage (40 inch x 40 inch x 56 inch)
- 2 oval eye pads (2 inch)
- 10 sterile gauze pads (2 inch x 2 inch)
- 11 sterile gauze pads (4 inch x 4 inch)
- 1 sterile trauma pad (5 inch x 9 inch) and 1 gauze roll (2 inch)

y. *Infection Control Program.* CONTRACTOR shall establish an Infection Control Program and handle infectious and communicable diseases such as chicken pox, lice or flu outbreak. CONTRACTOR's Infection Control Program shall provide guidelines for the management of, and reduction of unnecessary exposure to, infectious and communicable diseases for Inmates, institution and healthcare staff and shall be based on universal precautions recommended by the Centers for Disease Control (CDC), the Occupational Safety and Health Administration (OSHA), the Association for Practitioners in Infection Control, and other nationally recognized infection control organizations.

- z. *Staff Tuberculosis Testing.* CONTRACTOR shall provide PPD (Purified Protein Derivative)/Tuberculosis testing for all Sheriff's Office staff as required by OSHA Standards. This service is to include Tuberculosis solution, syringes, alcohol wipes and documentation. CONTRACTOR will bill back the cost of the testing of County staff to the COUNTY on a monthly basis.
3. **Diagnostic Records.** CONTRACTOR shall provide diagnostic results electronically, through the Electronic Medical Record system, once established. Laboratory and Radiology reports will be integrated via messages into an inmate's chart. If a results interface is not being used, results can be manually entered and/or reports can be scanned or uploaded into an inmate's chart.
  4. **Web based consult.** CONTRACTOR may use a web based electronic consultation service to provide near-real-time consultations with a panel of medical specialists, licensed in the State of California. These specialists can either confirm that CONTRACTOR should send the patient for an off-site referral or provide expertise to support management on-site, reducing unnecessary off-site referrals, and ensuring optimal clinical care. All web based consults shall be documented in the patient chart. Upon completion of an approved referral, appointments are set and scheduled.
  5. **Detoxification from Drugs and Alcohol.** CONTRACTOR shall provide detoxification services in accordance with the applicable standards. CONTRACTOR shall assure that pregnant women with histories of drug dependency are evaluated on-site by registered nurse immediately and referred within a reasonable amount of time for high-risk obstetrical evaluation. CONTRACTOR shall coordinate and pay enrollment and assessment services of pregnant opiate addicted women for methadone maintenance program.
  6. **Hearing/Language Interpreters.** CONTRACTOR will be prepared, have available, and work with interpreters to ensure that screening and provisions of services are provided for all inmates. CONTRACTOR shall provide, and bear costs for, hearing and language interpreters for medical care, which shall include all intakes, assessments, clinics, and all medical related appointments, as needed, required, and/or requested by the inmate. If necessary, CONTRACTOR may request assistance from MCSO in order to meet this obligation.
  7. **Court Orders.** CONTRACTOR shall promptly follow all court orders. CONTRACTOR will testify in court as needed and shall ensure than all staff and subcontractors are available to testify.



- a. CONTRACTOR shall abide by and follow all court orders that relate to inmate medical care and mental health services.
- b. For every court order related to inmate medical services, the CONTRACTOR shall provide written notice to MCSO as follows:
  - (1) As soon as practicable, but no later than 24-hours upon receipt of the court order, unless action is required sooner per the court order in which case notice shall be immediately provided.  
For all emergency orders, at the time of notification provide information on when it (or an outside medical provider) will be complying with the court order;
  - (2) For all non-emergency orders, within in 48-hours of receipt of the order, provide information on when it (or an outside medical provider) will be complying with the court order;
  - (3) Confirmation to MCSO that the court order has been fully complied with;
  - (4) At the request of COUNTY, CONTRACTOR shall provide copies of the court order and information about the provision of medical services related to the court order, if it is a confidential court order; CONTRACTOR shall provide to County Counsel.
- c. CONTRACTOR is solely responsible for complying with any medical court order and any other court order naming CONTRACTOR.
  - (1) If CONTRACTOR believes that a court order is in error and/or needs to be revised or amended, CONTRACTOR, must notify COUNTY within twenty-four (24) hours of receipt of the court order as to the specific changes necessary and the reasons therefor.
  - (2) CONTRACTOR shall fully cooperate in the preparation and filing of any appropriate legal opposition or motion without undue delay. Such cooperation shall include, but not be limited to, furnishing such information, testimony, and/or written declarations necessary to address the issues.
  - (3) CONTRACTOR shall be solely responsible for ensuring there are no unreasonable delays in the enforcement of court orders, including following up and/or scheduling with the appropriate outside medical

provider, and updating counsel (or the legal representative) for the requesting party on the status of the court order.

(4) To the extent CONTRACTOR requires assistance from MCSO regarding access or transportation of an inmate in order to comply with court order, CONTRACTOR shall immediately notify the captain or lieutenant. MCSO shall provide that assistance.

d. In the event that CONTRACTOR or any of its employees or subcontractors is subpoenaed or requested to testify about any subject arising from the performance of this agreement, CONTRACTOR shall promptly notify COUNTY of the same and arrange for the testifying party to discuss the nature of the proceeding and the substance of the expected testimony with the COUNTY. If COUNTY determines that the expected testimony may involve information subject to an evidentiary privilege, CONTRACTOR shall coordinate with COUNTY efforts to assert the privilege in the proceeding.

**8. CLINIC/OFFICE SPACE, FURNITURE & EQUIPMENT:**

a. COUNTY shall provide the space, limited furniture, fixtures, utilities, telephone (excluding long distance and toll calls), and security necessary for efficient operation of the health care system.

b. The COUNTY shall provide only the equipment on-site at the start of the term, however, reserve the right to provide any other equipment that it chooses to purchase and retain ownership of or chooses to replace or update. Equipment owned by the COUNTY, which in the opinion of the COUNTY, has exceeded its useful life, will be replaced by the COUNTY at no charge to the CONTRACTOR. The decision as to the suitability of the replacement shall be determined by the COUNTY after consultation with the CONTRACTOR.

c. CONTRACTOR is responsible for providing its own computers, servers, software, office chairs, and ergonomic related equipment for office and computer workstations and internet/data connection services.

d. COUNTY reserves the right to refuse to allow any item into the facility if they determine it poses a security risk. CONTRACTOR will develop a method of inventory control for facility safety and security, to be approved by the jail commander. COUNTY may require approval of the vendor and method of internet/data connection services.

9. **STAFFING:** CONTRACTOR shall provide the following minimum staffing during the Contract term unless modified by written amendment to this agreement by both parties:

<b>Minimum Medical Staffing</b>			
<b>Dayshift</b>			
<b>Position Title</b>	<b>Hours</b>	<b>FTE</b>	
Health Services Administrator	40	1.00	
Nurse Practitioner/Physician's Assistant	40	1.00	
Psych RN for Case Management	80	2.00	
Psychiatrist	8	0.20	
Administrative Assistant	40	1.00	
Medical Director (On-call 24/7)	8	0.20	
Registered Nurse	84	2.10	
Licensed Vocational Nurse	84	2.10	
Dentist	4	0.10	
Dental Assistant	4	0.10	
StatCare Team - Nurse Practitioner	<b>24/7 Coverage (Telehealth)</b>		
StatCare Team - Psych Nurse Practitioner	<b>M-F, 8am - 5pm Coverage 1 FTE</b>		
StatCare Team - LPN Screener	<b>24/7 Coverage</b>		
<b>Nightshift</b>			
Registered Nurse	84	2.10	
Licensed Vocational Nurse	84	2.10	

- a. The HSA and the Medical Director must provide written notification to the command staff prior to any scheduled missed workshift including vacations and email notice as soon as possible for any unscheduled time, such as for illness. The notice will include the name of the alternate physician to act on behalf of the HSA or Medical Director during his/her absence(s) from the facility.
- b. All staff shall meet the minimum qualifications for their position set forth in Section II of Attachment A of this Agreement.
- c. In order to assure adequate staffing levels and well qualified staff, CONTRACTOR shall compensate its staff at a competitive rate.

10. **UNDERSTAFFING.** As referenced in Paragraph 9 of Section III of Exhibit A to this

Agreement, the Jail must be fully staffed to comply with the Minimum Medical Staff Plan and factoring in any special circumstances at any given time such, as high rates of illness.

In the event the staffing obligation is not met, the CONTRACTOR will credit the COUNTY on the following month's invoice in the amount of one hundred dollars (\$100) per hour for the positions of Health Services Administrator, Dentist, Registered Nurse, Nurse Practitioner, or Licensed Vocational Nurse and a rate of two hundred fifty dollars (\$250) per hour for the position of Psychiatrist. The credit shall not apply if the work is performed by someone with equal or greater qualifications. For the position of Psychiatrist, the shift may be filled by telemedicine services in unusual circumstances. The staffing obligation for the position of Medical Director should never be vacant for any reason, but may be satisfied by telemedicine in unusual circumstances. The parties agree that any staffing credit(s) owed by the CONTRACTOR will be accounted for based on an aggregated paid hours amount which shall be conducted during the Contractor's monthly staffing report, and shall be paid to the County the month following the month in which any staffing shortfall occurred. At the end of each calendar month, the CONTRACTOR shall report to COUNTY the number of hours paid to the CONTRACTOR'S personnel for each position and shift aggregated on a monthly basis.

11. **TRAINING AND EDUCATION:** CONTRACTOR shall provide for on-going training programs for medical and where applicable, correctional staff, as provided for by law or accreditation standards including in compliance with IMQ and Title 15 Standards.:

- a. Development and implementation of training program for review of medical protocol and issues for pregnant inmates.
- b. Development and maintenance of a reliable structured program of continuing education that meets or exceeds accreditation standards for health care staff annually, including employees, agents, subcontractors, and service providers.
- c. Consistency with MCSO policies and agreements, and/or at the request of MCSO.

CONTRACTOR shall provide the COUNTY with a copy of its training program if requested; and, shall provide the training and accreditation certification for all of its staff, agents, and/or personnel who work in COUNTY detention and correction facilities if requested.

12. **PHARMACEUTICALS**

- a. CONTRACTOR shall provide pharmacy services, directly or through an

approved subcontractor

- b. CONTRACTOR shall comply with Business and Professions Code, Board of Pharmacy Regulations, (CCR Title 16 Section 1700 et seq), California Uniform Controlled Substance Act (H.S. Code 11000 et seq), Confidentiality of Medical Information Act ,and Public Resources Code.
- c. CONTRACTOR shall provide a pharmaceutical delivery system for the COUNTY Jail, including the prescribing of medication as set forth within CONTRACTOR's policies and procedures, the filling of the prescription, the dispensing of medication and the necessary record keeping. All prescription medications shall be prescribed by the responsible physician and/or authorized mid-level provider, and shall be administered and dispensed by a licensed nurse. CONTRACTOR will attempt to work with local court officials in the event court intervention is necessary for forced medications and/or feeding, and in emergent situations, will implement its emergency psychotropic medication protocols. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the COUNTY. Licensed staff responsibility for controlled substances in restricted areas shall be clearly defined. Pharmaceutical management and medication room procedure shall be reviewed by a pharmacist on an annual basis. Pharmaceutical license shall be posted on-site.

### **13. TRANSPORTATION and SECURITY**

- a. The MCSO is solely responsible for the transport and security of inmates.
- b. Ambulance Transportation - Policies and procedures for appropriate modes of transportation shall be jointly developed by MCSO and CONTRACTOR.
- c. 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 prisoners, not requiring an ambulance, between the Jail 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 prisoner. The Sheriff shall provide and pay for security, in connection with all transportation mentioned in this paragraph.

### **14. MAINTENANCE OF ACCREDITATIONS:** During the term of the contract, CONTRACTOR shall:

- a. Apply in the second year, obtain and maintain, all required accreditations, including IMQ accreditation.

- b. CONTRACTOR shall provide copies of any accreditation or other documentation related to qualifications, continuing education, and training upon request of the COUNTY.
- c. Comply with IMQ accreditations. CONTRACTOR shall assist with documentation for the accreditation process. Formal audits are required every two (2) years and CONTRACTOR shall cooperate with MCSO who may informally perform maintenance audits periodically throughout the year.

15. **COMPLIANCE WITH LEGAL REQUIREMENTS:** CONTRACTOR shall comply with all relevant legal requirements including but not limited to the following:

- a. *Medical Board Regulations* – The Medical Board's regulations are under Title 16, Professional and Vocational Regulations, Division 13, Medical Board of California.
- b. *The Nursing Practice Act (NPA)* – CONTRACTOR shall comply with California law that mandates the Board to set out the scope of practice and responsibilities for RNs. The NPA is located in the California Business and Professions Code starting with Section 2700. Regulations, which specify the implementation of the law, appear in the California Code of Regulations.  
*Vocational Nursing Practice Act* – CONTRACTOR shall comply with the California Business and Professions Code, Division 2 Chapter 6.5 Vocational Nursing and Division 25 Chapter 1 Vocational Nurses.
- c. *California Code of Regulations Title 15. Crime Prevention and Corrections.* – CONTRACTOR shall meet all applicable requirements of Title 15.
- d. *Female Inmates Rights Plan* – CONTRACTOR shall meet the requirements of the Reproductive Privacy Act (Health and Safety Code 123460 et seq.) (Jan. 1, 2003).
- e. *Inmates with Disabilities, Mental Health Issues, and Gender Matters* – CONTRACTOR shall comply with and abide by the federal and state laws as well as all MCSO policies as they relate to inmates and the facilities, including but not limited to the Americans with Disabilities Act (ADA), inmates determined to have a mental issue, and matters involving transgender inmates
- f. *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 § 115.12, to demonstrate its PREA compliance. 28 CFR §115.401 requires CONTRACTOR to engage in and receive a PREA audit at least once during a three-year audit cycle. Until the first audit report becomes available, CONTRACTOR shall

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

### **13. QUALITY ASSURANCE/CONTRACT OVERSIGHT/REPORTING:**

- a. The COUNTY may, at its own expense, contract with a neutral third party experienced in medical quality assurance reviews ("Quality Assurance Consultant"). The services of this third party consultant may include items such as conducting periodic audits of inmate medical records for treatment of medical conditions in order to evaluate the timeliness of care, appropriateness of assessment, treatment, and type of provider and level of care. It will also include contract compliance, fiscal considerations, liaison with CONTRACTOR, and respective COUNTY agencies and protocol development assistance. CONTRACTOR shall cooperate fully with COUNTY's Quality Assurance Consultant including providing full and immediate access to records, including inmate medical records.
  - b. CONTRACTOR shall cooperate fully with COUNTY in all oversight and review of services provided or requested by the COUNTY. CONTRACTOR shall work directly with MCSO provision of services to inmates.
  - c. CONTRACTOR shall participate, as requested, on COUNTY committees related to inmate medical care, including providing service information and statistics.
  - d. CONTRACTOR shall assign a qualified professional to attend and participate in all meetings.
  - e. CONTRACTOR will work with COUNTY, quality assurance consultants and committees to assist COUNTY in defining minor and major error rates (Error Rates) and setting goals.
  - f. Results of medical quality assurance reviews, as well as recommendations for corrective action, will be provided to CONTRACTOR. CONTRACTOR will take recommended corrective action, or will advise the COUNTY in writing why such corrective action should not be taken. CONTRACTOR will cooperate with procedures to resolve any impasse in recommendations to make corrective actions.
- (1) CONTRACTOR shall provide written responses to COUNTY regarding all issues identified in the medical quality assurance reviews within 30-days of receiving them unless an extension is granted in writing by the Jail Commander.

(2) CONTRACTOR shall provide timely written responses, in no event later than 30-days, from receipt regarding findings in any cases with which CONTRACTOR disagrees.

(3) Quality assurance response. Late responses (over 45-days) either in implementation or a response as to why implementation is not deemed advisable to the recommended corrective actions contained in third party audit report may result in liquidated damages to be imposed of up to \$3,000 per occurrence, per month, until resolved to the satisfaction of COUNTY.

g. CONTRACTOR shall provide quality services with a low error rate. COUNTY may audit, or arrange for an audit, of medical records and other documentation and information annually or more frequently at the sole discretion of COUNTY. If the audit shows a pattern and practice in violation of CONTRACTOR's own policies and/or outside of the acceptable norms of quality assurance programs, CONTRACTOR shall be subject liquidated damages as follows, per category, (1) \$5,000.00 for the first occurrence, (2) \$10,000.00 if there is a second occurrence in a twelve month period and (3) \$15,000.00 for a third time in an 18 month period. Failure to maintain a low error rate may also result in termination of the contract for failure to provide adequate services.

h. The on-site Medical Director and HSA shall ensure the confidentiality of all patient record information, the audit process, all findings, and reports. CONTRACTOR shall delete all patient identifiers from audit worksheets, reports, and committee minutes. Maintenance of and access to quality review management documentation shall be under the authority of the Medical Director and HSA.

#### **14. OVERSIGHT AND COMMITTEE PARTICIPATION:**

a. The Medical Director, Health Services Administrator (HSA), and other appropriate representatives of the medical provider shall regularly attend scheduled quarterly Medical Care Quality Assurance meetings and other meetings as requested by COUNTY. Attendance at meetings shall include participation to report on issues of concern to the COUNTY and MCSO and cooperate on an ongoing basis with designated representatives.

b. The HSA, or a designee approved by the MCSO Jail Commander shall attend and participate in committee and review meetings as requested by COUNTY, including but not limited to any meetings of the Mendocino COUNTY Board of Supervisors or a committee thereof and internal review meetings.

c. All services provided by the CONTRACTOR are subject to review and evaluation for quality of care through established and regularly performed audits. Procedures, protocols and of administrative policies and practices are



also subject to review.

**15. MEDICAL AUDIT COMMITTEES:**

- a. *Medical Peer Review.* CONTRACTOR shall perform regularly scheduled reviews of professional performance by professional peers. The Medical Director shall establish a Local Medical Peer Review Committee in a manner consistent with Business and Professions Code section 805. Medical Peer Review Committee members shall meet quarterly with the date, location, and agenda arranged by the on-site Medical Director. The Committee will include physicians from local community hospitals, Public Health and Mental Health departments, dentist, jail mid-level practitioners, the Medical Director and the HSA. Other medical professional guests may be invited as deemed appropriate by the Medical Director. The Committee will conduct medical record reviews of all inmate deaths, all acute hospital, and infirmary admissions with the objective of identifying appropriateness of, deficiencies and/or inconsistencies in service delivery. Findings will be documented in the committee minutes, a plan and schedule for corrective action will be developed to include action to be taken, responsibility for implementation and follow up reporting to the committee.

**16. GRIEVANCE PROCEDURE:**

- a. CONTRACTOR will follow the current grievance policy and procedure with the MCSO for the communication and resolution of inmate and staff complaints or other items regarding any aspect of health care delivery. The HSA shall respond to and act as the primary contact with MCSO in reviewing and responding to complaints. CONTRACTOR shall promptly respond, provide information to MCSO, and adhere to at all times lines for responses. When the assigned individual is on vacation or otherwise unavailable, coverage must be provided and the responsible individual identified to the Jail Commander. All inmate grievances relating to medical care and dental services shall be reviewed at Quarterly Quality Assurance meeting.

**17. ACCESS:**

- a. Security staff shall accompany health care staff in providing health care services in secure areas in accordance with written policies or procedures. CONTRACTOR, their employees, agents, and subcontractors shall follow MCSO policies and procedures at all times.

**18. CLAIMS AND LEGAL ACTIONS :**

- a. CONTRACTOR shall actively and fully cooperate with COUNTY legal counsel and risk management staff in the investigation, defense and/or other work related to any claim or legal action against or, on behalf of, the COUNTY, including any of its departments, employees, volunteers or agents. Said

assistance shall include, but is not limited to:

- b. Timely delivery of data;
- c. Medical records;
- d. Investigation of claims;
- e. Preparation of declarations or affidavits;
- f. Other information as counsel deems necessary to prepare the defense or prosecution including the participation at any trial or hearing; and CONTRACTOR must comply with all past, current, future settlements, and litigation concerning the delivery of inmate health care services.

**19. TRANSFERS, RELEASES AND CONTINUITY OF CARE:**

- a. *Public Health Notification.* CONTRACTOR is responsible for notifying the appropriate public health agencies of reportable illnesses and communicable diseases, and will make such reports prior to inmate release where possible.
- b. *Transfer of Health Records.* Health records of an inmate who is being transferred, whether for medical or other reasons, shall be evaluated by medical staff and a transfer summary completed.
- c. *Tuberculosis.* Procedures for transfer of inmates with suspected or known active tuberculosis shall be established by CONTRACTOR in compliance with statutory and regulatory requirements.
- d. *Compassionate Care.* CONTRACTOR will provide assistance to COUNTY as requested in developing a compassionate care release program, participate in, and cooperate with the compassionate care release program when implemented.
- e. *Prescriptions.* CONTRACTOR will supply Inmate with a prescription for any necessary medications at the time of Inmate's release (if release is known to CONTRACTOR).

**20. MENTAL HEALTH SERVICES:**

- a. CONTRACTOR shall conduct the mental health initial screening at intake for all inmates. Employees responsible for mental health screening shall have specialized training in handling mental health intake. All activities shall be consistent with federal and state law.
- b. CONTRACTOR is responsible for mental health after intake screening,

including ongoing counseling and care, and prescribing of psychotropic medications. CONTRACTOR's nursing staff will administer psychotropic medications including injections.

- c. CONTRACTOR will provide timely responses to requests for medical evaluations, medical consults, and laboratory analyses.
- d. CONTRACTOR will work collaboratively with Behavioral Health and Recovery Services, their subcontractor Redwood Quality Management, Behavioral Health Court and the Criminal Court. This will include but not be limited to regular meetings, transitioning inmates from in-custody to out of custody services. Participating in the justice system, including the Behavioral Court, input from the psychiatrist and prescribing appropriate medication to ensure a successful restoration process of the Criminal Court.

## **21. 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 COUNTY jail. Once completed, a copy shall be delivered to the COUNTY 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 this Agreement said policy and procedure 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. MCSO procedures shall comply with IMQ Standards and California regulations.
- c. CONTRACTOR shall make available to COUNTY, on demand, all records relating to the satisfactory performance of this contract 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 shall provide a quality assurance program that includes regularly scheduled audits to evaluate the overall effectiveness of the health care services, including dental and mental health. The quality assurance program shall be provided under the authority of an established Quality Assurance Committee which shall meet no less than quarterly and include the Health Services Administrator, nursing services, mental health, as well other disciplines as deemed necessary by the COUNTY.

Routine audits will be performed with results recorded in a standard format and should cover areas such as:

- Access to care
- Patient/Staff Safety
- Appropriateness of Care
- Effectiveness of Care
- Compliance with Governing Standards
- Continuity of Care
- Timeliness
- Complaints

Identified areas of deficiencies or barriers to care shall be addressed through a documented Corrective Action Plan.

CONTRACTOR shall provide monthly infection control reports to include number of tests performed as well as number of Inmates testing positive. Report shall include data on:

- TST
- HIV
- HAV, HBV, HCV
- GC, syphilis, chlamydia
- MRSA or other antibiotic resistant infection
- Active tuberculosis

- e. CONTRACTOR shall ensure that its staff documents all health care contact in the Inmate's medical record.
- f. CONTRACTOR shall cooperate with MCSO on any effort to receive funding from outside funding sources. CONTRACTOR shall receive any additional, outside funding for services in which CONTRACTOR is financially responsible.
- g. 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.

- h. CONTRACTOR shall provide in-service medical/mental health educational programs for appropriate MCSO staff and CONTRACTOR staff or as is reasonably requested by MCSO.
- i. CONTRACTOR and Sheriff shall be responsible for ensuring that their staff reports any problems and/or incidents of mutual concern to their appropriate designees.

## 22. REPORTS:

- a. *Statistical Information.* CONTRACTOR shall maintain general statistics and record keeping about the services provided. CONTRACTOR shall make available to the MCSO. COUNTY accrued data regarding services provided. Data shall be compiled in appropriate reports as defined by the COUNTY and be provided in a monthly report. Such reports shall be in a format that does not contain any personally identifiable information about inmates.
- b. *Credential Report.* CONTRACTOR shall submit an annual Compliance Report by calendar year, due each year by no later than January 15th, to MCSO on all applicable certifications, accreditations, and licenses during the life of this contract.
- c. CONTRACTOR shall not publish any findings based on data obtained from the operation of this Agreement without the prior consent of MCSO, whose written consent shall not be unreasonably withheld.
- d. An annual and monthly statistical report prepared in a format approved by the Sheriff, which includes health care activities occurring both inside and out of the Jail, shall be delivered to 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. CONTRACTOR shall work with the MCSO in revising any necessary statistical reporting and provide same at no charge to the COUNTY for the first 12 months of this AGREEMENT. Should additional reports be required following the first 12 months, the parties shall agree to an hourly rate for any CONTRACTOR time associated with developing the report(s). The annual and monthly reports should include, but are not limited to:
  - (1) Inmate visits at sick cell (reported by type, e.g. RN, PA/NP)
  - (2) Inmate visits by physician
  - (3) Inmate visits by dentist
  - (4) Crisis calls and 911 calls
  - (5) Inmate deaths

- (6) Suicide attempts
- (7) Inmates on medication
- (8) Psychotropic medication
- (9) Outpatient care medical unit admissions, patient days, and average length of stay
- (10) Hospital admissions, patient days, and average length of stay
- (11) Transfers to off-site hospital emergency departments
- (12) Discharge summaries received from hospitals and clinics
- (13) Medical specialty consultation referrals
- (14) Intake medical screening
- (15) Consent for medical care signed
- (16) 14-day health inventories
- (17) Diagnostic studies
- (18) Communicable disease reporting
- (19) Documentation on all medical screening/exams performed including pre-booking screenings
- (20) Medical refusals at time of initial booking
- (21) Inmate requests for various services;
- (22) Inmates seen by psychiatrist;
- (23) Inmates seen by OB/GYN;
- (24) Inmates seen by case manager;
- (25) Out Patient Housing Unit admission, patient days, average length of stay;
- (26) Mental Health referrals;
- (27) Medical specialty consultation referrals;
- (28) Intake medical screening;
- (29) History and physical assessments;
- (30) Psychiatric evaluations;
- (31) Specialty clinics attendance and screenings in house;
- (32) Diagnostic studies;
- (33) Report of third party reimbursement , pursuit of recovery;
- (34) Percentage of inmate population dispensed medication;
- (35) Inmates testing positive for venereal disease;
- (36) Inmates testing positive for AIDS or AIDS antibodies;
- (37) Inmates testing positive for TB;
- (38) Inmate mortality;
- (39) Number of hours worked by entire medical staff, specifying each post or shift and;
- (40) Other data deemed appropriate by the MCSO Jail Commander.

e. A daily statistical report shall be generated by TechCare® for MCSO administration shall include, but not be limited to:

- (1) Current Statistics:
  - Number of active inmates
  - Patients with a chronic medical condition

- Pregnant patients
- Patients with PREA designation
- Patients on medication
- Patients on mental health medication
- Patients on HIV medication
- Patients in CIWA monitoring
- Patients in COWS monitoring
- Patients on suicide watch
- Hospitalized patients including Report of status of inmates in local hospitals and infirmaries
- transfers to off-site hospital emergency rooms
- Offsite appointments scheduled for today
- Staffing rosters
- Suicide data (i.e., attempts and precautions taken)

(2) Previous Day Statistics:

- Intake screenings performed
- Mental health evaluations performed
- PPD reads
- Positive PPD
- Medical provider visits completed
- Nursing visits completed
- Mental health visits completed
- Dental visits completed
- Patients admitted to the infirmary/medical housing unit
- Patients sent to the ER
- Patient grievances submitted
- Communicable disease reporting
- A list of lost medical files
- Submit completed medical incident report copies
- Submit completed medical grievance report copies

f. *Objectives.* Quarterly and annual summaries shall be submitted to the COUNTY describing progress toward agreed upon objectives for the services and the status of special projects or reports requested. This report shall contain data reflecting the previous month's workload, without identifying the inmates' personal information.

g. *Schedules.* Reporting and Scheduled Reviews shall adhere to the following:

(1) All reports should be provided to the Jail Commander.

(2) Reports for monthly reports shall be submitted on the fifth calendar day of

each month.

- h. Off-site Activity/Cost Report.* CONTRACTOR shall provide an off-site activity/cost report by the 20th of each month. The report shall contain all off-site cost reports outlining off-site outpatient, in-patient, emergency room visits, and clinical services visits for any off-site activity exceeding the catastrophic limit set forth in Exhibit B.

### **23. MISCELLANEOUS REQUIREMENTS:**

1. At the request of Sheriff's Corrections personnel, CONTRACTOR will provide an assessment of an Inmate's ability to physically perform various work assignments.
2. 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 MCSO Corrections Division.
3. CONTRACTOR is responsible for providing the services of this contract without regard to unusual events or circumstances, including, but not limited to:
  - a. Labor stoppages;
  - b. Riots;
  - c. Fires;
  - d. Natural disasters;
  - e. Extended power failures;
  - f. Equipment failures;
  - g. Other conditions that would result in the disruption of normal operations.
4. 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 Jail's health programs with which CONTRACTOR's counsel for writs of habeas corpus or for any legal action against the Jail.

### **24. MEDICAL RECORDS:**



- a. *Maintenance*: Individual inmate health records shall be fully and properly maintained, including but not limited to
- (1) Pre-screen history;
  - (2) Medical evaluation reports; including, but not limited to, safety and sobering cell encounters, segregation rounds and emergency response records.
  - (3) Complaints of injury or illness and action taken;
  - (4) Physician orders;
  - (5) Progress notes;
  - (6) Names of all personnel treating, prescribing, and/or issuing education
  - (7) Medications administered;
  - (8) All laboratory, x-ray, and other documentation of treatment provided ,  
and;
  - (9) Documentation of all off-site services.
- b. *Confidentiality*. CONTRACTOR shall maintain confidentiality of the health care records as is required by HIPPA. All medical records shall be and remain the property of the COUNTY. In the event of a contract termination , CONTRACTOR shall confirm COUNTY has received and has access to the full updated and accurate records, in part to assure compliance with medical records retention practices
- c. *Audit*. CONTRACTOR shall cooperate with the COUNTY and third parties authorized by COUNTY for medical records review.
- d. *Reporting*. CONTRACTOR shall prepare and submit regular reports to the COUNTY unless otherwise stated reports are to be submitted on July 1st of each year and at other times as requested by COUNTY.
- e. *Electronic Medical Records System*. CONTRACTOR will provide its proprietary electronic medical records software system ("software") commonly referred to as TechCare® for use in the Jail. CONTRACTOR shall maintain ownership of this software and the COUNTY shall be entitled to quantitative and select information as required by the COUNTY. At the termination or expiration of this Agreement, CONTRACTOR shall remove the software. All Inmate medical information contained by the software will be provided to the COUNTY in a mutually acceptable media format.

During the term of this Agreement, COUNTY shall keep this software and all information pertaining to it confidential at all times. Furthermore, the COUNTY agrees that it will not:

- i. Lease, loan, resell, sublicense or otherwise distribute the software to parties who are not COUNTY governmental entities;

- ii. Permit third-party access to, or use of, the software, except as permitted in within this Agreement;
- iii. Create derivative works based on the software;
- iv. Reverse engineer, disassemble, or decompile the software; or
- v. Remove any identification or notices contained on the software.

The COUNTY, MCSO and/or Jail will notify CONTRACTOR in the event either party becomes aware of any unauthorized third-party access to, or use of, the software.

CONTRACTOR shall be responsible for providing a firewall, maintenance, backup data, virus corruption, and licenses for this software.

CONTRACTOR will install, maintain, and support an information technology infrastructure within the Jail. This infrastructure will be utilized only by CONTRACTOR's staff to support the provision of healthcare services within the facility. Pre-existing County information technology resources including computers, printers, network accounts, etc. will be discontinued for healthcare staff. In addition, all County computer equipment will be removed from the work areas of healthcare staff in order for CONTRACTOR IT provided equipment to be installed and utilized during the term of this Agreement.

CONTRACTOR shall provide the EMR System so that it shall:

- i. Provide CONTRACTOR's EMR system limited access to the Jail Management System (JMS) in compliance with legal restrictions on the data.
- ii. Provide MCSO staff limited accessibility to the EMR System in compliance with legal restrictions on the data. CONTRACTOR shall provide access at no cost to COUNTY, including payment of any licensing and use fees.
- iii. Be properly maintained and serviced, including computers, computer systems, hardware, and equipment. (COUNTY is responsible for the maintenance and servicing of its computer systems, terminals, hardware/servers, workstations hardware, and equipment for Jail Management System.)
- iv. Work with MCSO ITstaff as needed or directed by COUNTY.
- v. Have its own secure network.

CONTRACTOR shall obtain MCSO's approval of intended applications and

systems before installation.

CONTRACTOR is responsible for all costs of the EMR System, including payment of COUNTY costs associated with developing and maintaining software interface between the JMS and EMR systems. CONTRACTOR shall complete an interface with JMS within 30-days of the start of provision of medical Services.

Mental health, medical, and dental records of each inmate are the property of the COUNTY. The CONTRACTOR will maintain confidentiality of records as required by all applicable Federal, State and local laws and regulations and recognized practices of the general medical community. The CONTRACTOR shall have access to and shall be responsible for maintenance of all medical records necessary for the CONTRACTOR to accomplish the contract requirements. The COUNTY's designee providing oversight for contract activities shall have access to all medical records during the term of the Agreement. Records which are scheduled for destruction under approved retention schedules of the STATE of California and the COUNTY shall be returned to the COUNTY for destruction. At the termination of the Agreement, mental health, medical and dental records shall be returned to the COUNTY.

Contractor shall make a reasonable effort to obtain inmates' previous medical records to assure continuity of care.

CONTRACTOR will cooperate with COUNTY and third parties authorized by COUNTY for medical records review. In doing so, the parties hereby agree that CONTRACTOR may respond to any and all third-party request for records through electronic means, to include utilization of cloud based services, so long as any release of medical records are provided in an acceptable Health Information Portability and Accountability Act (HIPAA), and/or Health Information Technology for Economic and Clinical Health (HITECH) compliant format, to include encrypted electronic transmission.

**25. LEGAL REQUIREMENTS IN THE PROVISION OF SERVICES** - Nothing in this Agreement shall be deemed to reduce or modify any Title 15 requirements; CONTRACTOR must comply with Title 15 and all other legal requirements for the provision of medical services to inmates, as they may be modified from time to time. If CONTRACTOR feels that there is any conflict in meeting the requirements of this Agreement and meeting all other legal requirements, it shall immediately notify COUNTY in writing of the perceived conflict.

**26. TRANSITION:**

- a. *Transition Team.* For transition to and from providing services, CONTRACTOR and COUNTY shall establish a transition team composed of Shannon Matthews

and Alicia Clarke medical and/or correctional staff, including medical records and clinical representatives, and any COUNTY identified consultants.

CONTRACTOR shall follow the transition plan approved by the COUNTY.

CONTRACTOR shall cooperate fully with, as applicable, the prior or subsequent vendor in effecting a smooth transition.

b. *Transition to Providing Services.* CONTRACTOR shall provide Transition Activities as set forth below and shall work cooperatively to transition into providing services. CONTRACTOR shall be responsible for, but not limited, to the following:

- (1) Preparing proposed transition plan;
- (2) Preparing a strategic/operational plan;
- (3) Conducting in-service training to COUNTY and CONTRACTOR staff;
- (4) Supervision and development of a disease/injury oriented medical record system;
- (5) Developing drug utilization data and evaluating existing inventories;
- (6) Establishing professional contracts with referral facilities;
- (7) Personnel recruitment and hiring;
- (8) Ordering of supplies and equipment;
- (9) Developing both internal and external plans for emergency care;
- (10) Establishing reporting procedures;
- (11) Medical records, including electronic medical records software systems;  
and
- (12) Transition of services from the current vendor, including but not limited to pending and future appointments and follow up on care needs for current and active medical cases: and all applicable licensure requirements shall be met prior to the start of the contract. A written list with the names, years of experience, and types of license held for persons who will be providing these services must be given to the MCSO during the transition phase.
- (13) Coordination and development of policies and procedures

c. *Transition from Providing Services.*

(1) *Conclusion.* In the event CONTRACTOR will no longer be providing services for any reason including but not limited to termination of the Agreement, CONTRACTOR shall be responsible for ensuring that the management, operational, and reporting responsibilities for health services are transferred as efficiently as possible and with as little interruption as possible. CONTRACTOR shall cooperate fully with the COUNTY and any service provider(s) during the transition.

(2) *Continuity of Care.* CONTRACTOR shall allow their personnel to apply for and receive a position with the new provider(s) without penalty or payment of a finder's fee, or any other fee, assessment or charge of any nature, assessed to such provider or the COUNTY.

**27. NOTIFICATION OF PROPOSED SETTLEMENT.** CONTRACTOR shall notify COUNTY Risk Management and COUNTY Counsel of any compromise and/or settlement of any claim or legal action related to the provision of services under this Agreement. CONTRACTOR shall notify COUNTY as soon as possible after an agreement has been reached. CONTRACTOR shall notify COUNTY prior to the final acceptance and execution of any such compromise, settlement, or other agreement regarding litigation to which the COUNTY is a party. This shall not apply to CONTRACTOR's employer and employee or union matters that do not relate to or impact the provision of services under this Agreement, unless COUNTY is a named or interested party. The addresses for purposes of this notification are:

County Counsel  
501 Low Gap Road  
Ukiah CA 95482

**28. 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. Notification for purposes of this section shall be to the Jail Commander via e-mail or to 951 Low Gap Rd. Ukiah, CA.
- b. 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.
- c. With regard to any claim or lawsuit tendered to the CONTRACTOR, regardless of whether a reservation of rights is issued, the

CONTRACTOR and its defense counsel agree to coordinate all media contact related to the claim or lawsuit with the COUNTY.

**29. HEALTH AUTHORITY AND SUPERVISING PHYSICIAN:** CONTRACTOR shall designate (an) appropriately qualified employee(s) to serve as Health Authority and Responsible Physician for the jail within the meaning of 15 CCR 1006. CONTRACTOR shall ensure that all functions of those positions, including the creation of appropriate written policies, are performed as required by law.

**30. WRITTEN POLICIES:** CONTRACTOR shall maintain an updated on-site procedures manual that meets all state and federal regulatory requirements and is coordinated with the MCSO Corrections Administration for consistency of applicable standards, as well as the requirements of MCSO as defined in Title 15, Section 1206. A separate communicable disease manual shall also be maintained onsite. A written policy and procedure manual applicable to COUNTY will be completed and a copy delivered to the Sheriff prior to commencement of services. Any subsequent revisions and/or additions to such policies, procedures and protocols will also be delivered to the Sheriff. Upon termination of this Agreement, said policy and procedure manual shall become the property of the COUNTY. The policies, procedures, and protocols to be developed under this Agreement shall include but not be limited to the following:

- a. A Health Care Procedures Manual within the meaning of 15 CCR §1206.
- b. A written policy on detoxification treatment in compliance with 15 CCR §1213.
- c. A written plan for the detoxification and treatment of vermin infested inmates in compliance with 15 CCR §1212.
- d. A written plan for the informed consent of inmates in a language understood by the inmate in compliance with 15 CCR §1214.
- e. A written plan and procedure for the secure storage, controlled administration and disposal of all legally obtained drugs in compliance with 15 CCR §1216.
- f. Written policies and procedures governing the use of psychotropic medications in compliance with 15 CCR §1217.
- g. A protocol for the interface between jail medical and psychiatric staff and Mendocino County Behavioral Health regarding restoration of competency for misdemeanants found incompetent to stand trial.
- h. A protocol for the interface between jail medical and psychiatric staff and Mendocino County Behavioral Health for assessment and

treatment of inmates who may be the proper subject for a conservatorship or crisis treatment services

- i. A natural disaster contingency plan.

All policies, procedures, and protocols developed by CONTRACTOR shall undergo periodic review and revision. Such review shall occur at minimum intervals required by applicable law, but in no event any less frequently than once every two (2) years.

CONTRACTOR shall:

- (1) Maintain a current copy of its Policies & Procedures Manual in the health services unit and accessible to all health care staff 24-hours a day with an electronic copy of the manual, with search capabilities accessible.
- (2) Thorough training regarding policies and procedures to ensure all onsite staff has a working knowledge of them.
- (3) Assure staff complies with the policies and procedures through on-site and corporate supervision.

31. **FELONY RESOTRATION:** CONTRACTOR is aware that COUNTY is in discussions with the State of California about the possibility of providing psychological and psychiatric services to those inmates charged with felonies but found incompetent to stand trial. CONTRACTOR agrees to engage in good faith negotiations to amend this AGREEMENT to address any changes necessary to provide such services.

32. **GRACE PERIOD:** Beginning January 1, 2018, CONTRACTOR shall have ninety (90) days to implement all services required pursuant to this Agreement, and during such time shall not be subject to any audits or staffing reimbursement requirements. As of the expiration of the 90 day period, the parties agree to meet and confer to discuss CONTRACTOR's progress in its implementation of required contractual services.

////////////////////////////////////[END OF DEFINITION OF SERVICES]////////////////////////////////////

## EXHIBIT B

### PAYMENT TERMS

- CONTRACTOR shall receive the following fixed, four year term pricing for services provided. CONTRACTOR's pricing is based on an average daily population within the Jail of 305 Inmates and includes all CONTRACTOR's value-added services, as well as the equipment and software listed below.

NaphCare, Inc. - Fixed Term Pricing	Year One	Year Two	Year Three	Year Four
Medical Personnel	\$1,786,697.20	\$1,858,165.09	\$1,932,491.69	\$2,009,791.36
Mental Health Personnel	\$490,336.00	\$509,949.44	\$530,347.42	\$551,561.31
Off-site Costs (\$25k Per Inmate Per Inpatient Episode)	\$300,000.00	\$312,000.00	\$324,480.00	\$337,459.20
Pharmacy Services	\$150,000.00	\$156,000.00	\$162,240.00	\$168,729.60
HIV Medication Cap	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
On-site Ancillary Services	\$32,330.00	\$33,623.20	\$34,968.13	\$36,366.85
Medical Supplies	\$25,000.00	\$26,000.00	\$27,040.00	\$28,121.60
Administrative Overhead	\$200,000.00	\$208,000.00	\$216,320.00	\$224,972.80
<b>Annual Cost</b>	<b>\$2,994,363.20</b>	<b>\$3,113,737.73</b>	<b>\$3,237,887.24</b>	<b>\$3,367,002.73</b>

- Starting January 1, 2018, CONTRACTOR shall invoice COUNTY on the first of each month for an amount equal to one-twelfth (1/12) of the base contract value specified in Paragraph 1 for that year, as well as any separately itemized costs payable under this Agreement. COUNTY shall make payment within fifteen (15) days of receipt of invoice.
- Value-Added Services

CONTRACTOR shall provide the following additional services at no additional charge to the COUNTY:

Quantity	Medical Equipment – Description
2	Vital Signs Machine
3	Glucometers
3	Pulse Oximeters
1	EKG Machines
3	Medication Carts
1	Treatment Cart
1	Crash Carts



1	Crash Bags
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Quantity	Technical Equipment – Description
1	Server
5	Desktop Computers
4	Laptop Computers
2	Copier/Scanner/Printer
5	Signature Pads
1	Installation/Support/Training

- Technical Equipment Value: \$ 75,000.00
- Medical Equipment Value: \$ 25,000.00
- *TechCare*® – EMR System Value: \$ 350,000.00
- **Total Added Value** **\$ 450,000.00**

4. Subject to the defined catastrophic limits, CONTRACTOR will identify the need, schedule, coordinate and pay for all non-emergency and emergency medical care rendered to Inmates inside or outside the Jail.
5. CONTRACTOR will be responsible for all on-site medical costs as well as costs incurred to third-party vendors, including medical and dental care, and medical transportation, for Inmates that have been officially booked into and whom are physically located within the Jail. CONTRACTOR will provide emergency, medically necessary and non-emergency dental services, including but not limited to extractions, fillings. COUNTY shall reimburse CONTRACTOR for actual cost of hygienic cleanings.
6. CONTRACTOR will identify the need, schedule, coordinate and pay for any inpatient hospitalization of any detainee of the Jail. This will include all institutional charges, physician charges and any and all additional charges. This also includes responsibility for making emergency arrangements for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided.
7. Subject to the defined catastrophic limits, CONTRACTOR will identify the need, schedule, coordinate and pay for all non-emergency and emergency medical care rendered to Inmates inside or outside the Jail. This is to include psychiatric inpatient care as a result of a 5150 evaluation and/or behaviors that could result in injuries to the detainee and others.
8. Subject to the defined catastrophic limits, CONTRACTOR will provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests. This would include inpatient or outpatient hospitalization, appropriate monitoring and prescription of appropriate medications, consultations with specialty physicians, etc.

9. CONTRACTOR's responsibility in cases where extensive medical treatment is necessary will be limited to Twenty-Five Thousand Dollars (\$25,000) in outside medical expenses per individual Inmate medical/surgical inpatient episode, per contract year. Episode means a single admission and discharge from a hospital and/or treatment with an off-site medical care provider. MCSO reserves the right to seek a second opinion in cases where extensive medical treatment is necessary, at MCSO expense. CONTRACTOR is not financially responsible for off-site mental health costs.
10. CONTRACTOR's responsibility for HIV medication will be limited to Ten Thousand Dollars (\$10,000) per fiscal year. Additionally, CONTRACTOR will bill back the County the cost of any/all Hepatitis C medications on a monthly basis.
11. Except as provided in 10 above, 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 procedure shall be reviewed by a pharmacist on an annual basis. Pharmaceutical license shall be posted on-site.
12. CONTRACTOR will bill back the cost(s) to COUNTY of all departmental staff PPD (Purified Protein Derivative)/Tuberculosis, and/or other testing provided to COUNTY staff.
13. COUNTY shall reimburse CONTRACTOR for any and all costs associated with obtaining Institute for Medical Quality (IMQ) accreditation or re-accreditation on behalf of the COUNTY.
14. Should there be a significant change or modification to state or federal laws or regulations, Inmate census, standards of care, scope of services, or the number of facilities that result in a material increase of costs, coverage of such costs related to such changes are not included in this proposal and would need to be negotiated by the parties hereto.

**[END OF PAYMENT TERMS]**

## EXHIBIT C

### INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General/Professional Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Claims made professional liability coverage – one million dollars (\$1,000,000) per each occurrence and five million dollars (\$5,000,000) in the general aggregate.
- c. Excess liability coverage that is equivalent to the underlying limits stated above in the professional liability coverage.
- d. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

The insurances and the certificates of liability shall name COUNTY, its agents, officers and employees as additional insured. CONTRACTOR agrees to waive and provide a general waiver of subrogation for all insurance coverage referenced in this Agreement.

**[END OF INSURANCE REQUIREMENTS]**

## EXHIBIT D

### MENDOCINO COUNTY EPAYABLES INFORMATION

The COUNTY of Mendocino is currently making electronic payments to all of our vendors and suppliers who qualify. To achieve this more efficient form of payment, the COUNTY has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please contact Margaret Yates [yatesm@mendocinoCOUNTY.org](mailto:yatesm@mendocinoCOUNTY.org) or 707-234-6860.

Additional information regarding the Bank of America Program is also available at:

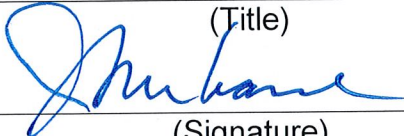
[http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm\\_mmc=sb-general\\_-vanity\\_-sg01vn000r\\_epayablesvendors\\_-na](http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na)

**Appendix A**

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
  - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

James S. McLane  
\_\_\_\_\_  
(Type Name)  
Chief Executive Officer  
\_\_\_\_\_  
(Title)  
  
\_\_\_\_\_  
(Signature)

NaphCare, Inc.  
\_\_\_\_\_  
(Organization Name)  
2090 Columbiana Road, Suite 4000  
Birmingham, Alabama 35216  
\_\_\_\_\_  
(Organization Address)  
\_\_\_\_\_  
(Date)