

**AMENDED CORRECTIONAL MEDICINE AGREEMENT  
TERMS AND CONDITIONS  
BETWEEN  
SANTA BARBARA COUNTY SHERIFF'S DEPARTMENT,  
PROBATION DEPARTMENT, AND  
PRISON HEALTH SERVICES, INC.**

**Effective July 1, 2009 through June 30, 2011**

## AMENDED CORRECTIONAL MEDICINE AGREEMENT TERMS AND CONDITIONS

These Amended Correctional Medicine Agreement Terms and Conditions and Exhibits attached hereto (together referred to herein as the "Agreement") are effective as of July 1, 2009, by and between the County of Santa Barbara, California ("County"), and, Prison Health Services, Inc., a Delaware corporation, (hereinafter referred to as "Contractor", as described further below).

### RECITALS

WHEREAS, the Santa Barbara Sheriff's Department (the "Sheriff") and the Santa Barbara Probation Department ("Probation") issued a Request for Proposal (the "RFP"), dated January 27, 2006, to identify qualified providers of correctional medicine; and

WHEREAS, Contractor submitted a proposal in response to the RFP, dated March 10, 2006;

WHEREAS, The County evaluated the proposal and selected Contractor to provide correctional medicine for the Sheriff and Probation Departments; and

WHEREAS, Contractor desires to enter into an agreement with County to provide correctional medicine in a manner that will advance the provision of care and treatment, enable excellence in the delivery of services by health care personnel, promote administrative efficiency and organizational effectiveness, and reduce the risk of adverse legal judgments;

WHEREAS, County and Contractor agreed and operated under the Original Correctional Medicine Agreement Terms and Conditions from July 1, 2006 through June 30, 2009; and

WHEREAS, County and Contractor have agreed that the terms and conditions of this Agreement shall govern Contractor's furnishing to County the correctional medicine contemplated herein from July 1, 2009 through June 30, 2011;

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants as set forth below, the Parties agree as follows:

#### 1. Definitions

The following terms as used throughout this Agreement and Exhibits shall have the meanings as set forth below.

1.1. **"ADP"**: The Average Daily Population, which shall be determined by the sum of the number of Inmates in the Sheriff's Detention Facilities and Detainees in the Probation Department Facilities at or around 11:59 p.m. for each day of the month divided by the total number of days in the month.

1.2. **"ADMHS"**, The County Department of Alcohol, Drug, and Mental Health Services that will continue to administer mental health services for Detainees under control of the Probation Department via a separate contract with ADMHS.

1.3. **"Confidential Information"**: Information that is designated as confidential by the disclosing party and, subject to Section 15.1.2 of the Agreement that may be exempt from disclosure to the public or other unauthorized persons under either State or federal statutes. The following are also hereby designated County Confidential Information: all data relating to County Inmates and Detainees related to the medical services they receive pursuant to this Agreement, Inmate and Detainee medical records, Inmate and Detainee billing claims, Inmate and Detainee visitors; and for both County and Contractor: employees, including but not limited to names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, and law enforcement records; and all data accessed through the process of performing the requirements of this Agreement.

1.4 **"Contractor"**: Prison Health Services, Inc., a Delaware corporation, whose principal office is located at 105 Westpark Drive, Suite 200, Brentwood, Tennessee, 37027, its employees and agents.

1.5 **"Contract Monitor"**: The County employee responsible for overseeing the performance of this Agreement on behalf of the Probation Department.

1.6 **"Corrections Standards Authority (CSA) [Formerly Board of Corrections (BOC)]"**: The State agency that oversees the application and compliance with Title 15 (Program) and Title 24 (Facility) Standards for the operation of local juvenile and adult detention facilities.

1.7. **"Cost of Outside Medical Services"**: The cost of inpatient hospitalization, inpatient related physician/ancillary expenses, emergency room visits, ambulance transportation expenses, outpatient surgeries, and all other services that are not provided on-site at the Sheriff's Detention Facilities and Probation Detention Facilities including, outpatient physician consultations, outside specialists' fees, off-site diagnostic procedures and all dialysis treatment.

1.8. **"Custody Staff"**: Those County employees who work in any of the Sheriff Detention Facilities or the Probation Detention Facilities.

1.9. **"Days"**: Calendar days, unless otherwise indicated.

1.10. **"Deputy Chief of Probation Institutions"**: Is the designated individual for the County Probation Department responsible for policy, financial, operational and contractual matters regarding this Agreement.

- 1.11. **"Detainee"**: A juvenile or adult subject to the Juvenile Court's jurisdiction in actual physical custody of the Probation Department.
- 1.12. **"Dispute Resolution"**: The process for resolving disputes as described in Section 12 of the Agreement.
- 1.13. **"Effective Date"**: July 1, 2009.
- 1.14 **"Estimated ADP"**: For Sheriff Detention Facilities the Estimated ADP is 1,085 Inmates in Year 1 of the Agreement and 1,130 in Year 2 of the Agreement. For Probation Detention Facilities the Estimated ADP is 185 Inmates in Year 1 of the Agreement and 185 in Year 2 of the Agreement.
- 1.15. **"Facility Administrative Lieutenant "**: The designated individual for the County Sheriff's Department responsible for financial, operational and contractual matters regarding this Agreement.
- 1.16. **"Health Appraisal"**: A health assessment performed by a health care practitioner on an Inmate/Detainee which includes a review of a medical questionnaire that has been completed prior to the appraisal visit, a complete physical examination, and for Inmates, a mental health assessment.
- 1.17. **"Holding Facility"**: Santa Maria Type -2 Holding Facility for Inmates, located at 812 A West Foster Road, Santa Maria, CA, 93455.
- 1.18. **"HSA"**: Contractor's Health Services Administrator who shall be responsible for employee hiring; staff development, evaluation and discipline; case management; policy and procedure development and implementation; and supervision and coordination of agency service, physician, consultant and ancillary services Providers for the Sheriff's Department.
- 1.19. **"Inmate."** An adult in actual physical custody of the Sheriff's Department, including those inmates under guard at outside hospitals.
- 1.20. **"Intake Screening"**: A health assessment performed by the receiving Staff, using approved forms, upon detention of new Inmates or Detainees to detect health problems which require immediate care or pose a risk to Staff or others.
- 1.21. **"Jail Commander"**: The designated individual for the County Sheriff's Department responsible for Policy & Program modification.
- 1.22. **"LPBC/LPBA"**: Los Prietos' Boys Camp and Los Prietos' Boys Academy, located at 3900 Paradise Road, Santa Barbara, CA, 93105.
- 1.23. **"Mental Health Provider "**: Contractor's mental health professional who will be responsible for administering mental health services to Inmates I the custody and

control of the Sheriff's department as outlined in Exhibit C, attached hereto and incorporated herein by reference.

1.24. "**MSF**": A medium security facility for both male and female Inmates, located at 4436 Calle Real, Santa Barbara, CA, 93160.

1.25. "**Notice**": A written document given by a party to the other in accordance with Section 18.22.

1.26. "**Nursing Supervisor**": Contractor's Registered Nurse who shall work with the Sheriff's Department to supervise the Contractor's clinical staff and resolve administrative issues, staffing and personnel concerns; utilize community and County resources to develop health care teaching programs; and coordinate discharge planning for Inmates.

1.27. "**Probation Detention Facilities**": The LPBC/LPBA and SMJH, cumulatively.

1.28. "**Probation Manager**": The Facility Manager for each respective Probation Detention Facility.

1.29. "**Program Coordinator**": Contractor's Registered Nurse responsible for the day-to-day operations of the two Probation Detention Facilities, and who shall serve as supervising nurse manager with the authority to oversee the administrative requirements of the program, such as recruitment, staffing, data gathering, financial monitoring, policy and procedure development and review, contracts, medical record keeping, supervision of clinical staff, coordination of on- and off-site services and other management services for the Probation Department and in coordination with the Probation Managers.

1.30. "**Property**": all County Equipment and other County real and personal property.

1.31. "**Provider**": A Physician, Physician Assistant, Nurse Practitioner or other licensed health care practitioner not employed by Contractor.

1.32. "**PHD**": The County Public Health Department.

1.33. "**Statement of Work**": Contractor's detailed statement of services to be provided pursuant to this Agreement, attached to this Agreement as Exhibit B and incorporated herein.

1.34. "**SBMJ**": Santa Barbara Main Jail, located at 4436 Calle Real, Santa Barbara, CA, 93110.

1.35. "**Sheriff and Probation State Minimum Standards**": Those standards set forth in the California Code of Regulations, Title 15, Division 1, Chapter 1, Subchapter 4, Article 11 Medical/Mental Health Services §§1200-1230; California Code of

Regulations, Title 15, Division 1, Chapter 1, Subchapter 5, Article 8 Health Services §§ 1400-1454; California Penal Code § 6030.

1.36. **"Sheriff Detention Facilities"**: The SBMJ and MSF, cumulatively.

1.37. **"SMJH"**: Santa Maria Juvenile Hall, located at 4263 California Boulevard, Santa Maria, CA, 93455.

1.38. **"State"**: The State of California.

1.39. **"Utilization Review"**: Services to be provided by PHD which consists of reviewing claims and assigning appropriate reimbursement rates for the Cost of Outside Medical Services provided to Inmates/Detainees.

## 2. **Term:**

2.1. Original Term and Extension Terms. As provided in Section 2.2 of this Agreement, the parties have agreed to exercise their option to extend this Agreement for an additional two years. For purposes of this Amended Agreement, the term shall be from July 1, 2009 – June 30, 2011. At the end of this term, the parties may exercise a second optional extension: July 1, 2011- June 30, 2013, unless this Agreement is earlier terminated as provided herein.

2.2. Extension of Agreement. 180 days prior to the expiration of this Agreement (January 1, 2011 or as soon thereafter as is practicable), the parties shall confer and decide whether to extend the Agreement as provided in Section 2.1 or to allow the Agreement to expire.

## 3. **Medical Services**

The Contractor shall provide the following medical services to the Inmates and Detainees housed within the Sheriff's Detention Facilities and the Probation Detention Facilities, as specified below and in Section D.1.2 of the Response:

3.1. Services for Inmates and Detainees. Inmates and Detainees shall be provided the following medical services during the time periods specified:

- a) review Intake Screening at intake including non-hospitalized detoxification;
- b) preventive care including contraceptive services, treatment of sexually transmitted diseases, immunizations, and other basic medical preventive services;
- c) referral to appropriate health care facilities for emergencies, including arranging transportation to the health care facility;

- d) sick call visits by Physician, Physician Assistant/Nurse Practitioner or Registered Nurse as follows:
  - (i) Seven days per week: Sheriff Detention Facilities and the SMJH;
  - (ii) Monday-Friday: LPBC/LPBA;
  - (iii) Sick Call slips shall be triaged seven days a week upon request for the Holding Facility.
- e) consider all Provider orders, including those for diagnostic services (laboratory, X-ray, EKG), pharmacy, and specialty visits and implement those Provider orders approved by the Contractor's Medical Director based on his/her independent, professional medical judgment;
- f) referral to contracted/external Providers;
- g) identify, assist and refer pregnant females to PHD in a timely fashion not to exceed seventy two (72) hours;
- h) respond to medical emergencies; treat accidents and injuries; and provide emergency first aid, including CPR;
- i) complete referrals to ADMHS or the Mental Health Provider, as applicable, and identify substance abuse, as necessary.

3.2. Other Services for Inmates. In addition to the medical services provided in Section 3.1 above, Contractor shall also provide the following services to the Inmates:

- a) complete Health Appraisals of Inmates within 14 days after booking (including weekends & holidays);
- b) emergency and necessary dental services at least twenty-four (24)hours bi-weekly;
- c) make arrangements for ancillary services including but not limited to radiology and laboratory services;
- d) make arrangements and pay for medically required equipment including but not limited to: wheelchairs, braces, crutches, dentalprostheses, and corrective eyeglasses;
- e) arrange with the community methadone clinic for the provision of methadone maintenance for opiate-addicted pregnant female Inmates consistent with Health & Safety Code 11222 .

f) provide a comprehensive mental health program in accordance with the standards of the National Commission on Correctional Health Care, American Correctional Association, CCR Title 15, Minimum Standards for Local Detention Facilities, and Institute for Medical Quality, as more fully set forth in Exhibit C, Mental Health Statement of Work, attached hereto and incorporated herein by reference.

3.3. Other Services for Detainees. In addition to the medical services provided in Section 3.1 above, Contractor shall also provide the following services to the Detainees:

- a) complete Health Appraisals of Detainees within 96 hours of booking (including weekends & holidays), including diagnostic and laboratory evaluations;
- b) upon notification from the appropriate Probation Manager, arrange health care services that have been coordinated and/or requested by the Detainee's parent or guardian;
- c) complete child abuse reports and any other reportable abuse reports on an adult as prescribed by law.

3.4. Court Ordered Medical Evaluations. Contractor shall provide all court ordered medical evaluations and treatment consistent with this Agreement and in accordance with the terms required in the order, except those required by courts as evidence for prosecution of the Inmate or Detainee subject to chain of custody requirements.

3.5. Miscellaneous services. Contractor shall also provide the following related medical services:

- a) coordinate and schedule off-site medical and dental services for Inmates, which are "elective" in nature and for which the Inmate is financially responsible;
- b) at the request of Custody Staff, Contractor shall provide assessments of Inmates' and Detainees' ability to perform the physical requirements of certain work crew assignments;
- c) respond and provide emergency first aid, including Cardiopulmonary Resuscitation (CPR) to County staff and/or visitors within the confines of the Sheriff's Detention Facilities and Probation Detention Facilities, including public lobbies;
- d) review, evaluate, and respond to Inmate and Detainee inquiries, complaints, grievances, writs, and court requests as directed but in no

case later than five (5) days from receipt of such, or as otherwise directed by County Counsel or the Facility Administrative Lieutenant, Facility Probation Manager or designee. Contractor shall cooperate with County Counsel and the Facility Administrative Lieutenant, Facility Probation Manager, or designee in providing detailed responses to the courts as requested, including, but not limited to providing medical testimony in court proceedings relating to the provision of medical services under this Agreement; and

e) be responsible for proper handling and removal of bio-hazardous waste.

3.6. Exclusions from Medical Services. Contractor shall not be responsible for the following:

- (a) any medical testing or obtaining samples that are forensic in nature for Inmates or Detainees;
- (b) Emergency Department visits, hospitalizations, or dental care for Detainees;
- (c) costs related to medical treatment or health care services provided to medically stabilize any Inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care.
- (d) any Inmate who has not been cleared for booking or assigned a booking number relevant to the Sheriff's Facilities,
- (e) medical costs associated with the medical care of infants born to Inmates;
- (f) costs of exceptional blood products (e.g., Factor 8);
- (g) pharmaceutical costs, including Over The Counter medications, formulary and non-formulary medications, back-up pharmacy expenses, courier service and dispensing fees;
- (h) costs of psychotropic medications; and
- (i) costs of outside mental health providers.

#### **4. Ancillary Services and Health Care Testing**

4.1. Pharmaceutical Management Services.

4.1.1. County shall be responsible for contracting with a pharmacy to supply over-the-counter, psychotropic and non-psychotropic medications. Contractor will only order, stock, and dispense medications from County approved vendor(s). County shall provide space and accessories for the secure storage and controlled dispensing of the medications.

4.1.2. When a prescribed medication is available as a sample, County shall require the use, administration and control of sample medications, including psychotropic sample medications. When samples cannot be dispensed, Contractor shall prescribe medication using the Medi-Cal Formulary Drug List. A prescriber may order medication that is not on the Medi-Cal Formulary Drug List, provided that the medication ordered goes through the proper prior approval process as specified in Contractor's and County's Pharmaceutical Vendor's policies and procedures.

Contractor agrees to work with County's Pharmaceutical Vendor to answer questions about medications, dosing, drug interactions, alternative medications (drugs in the same therapeutic class), treatment protocols and drug identification. Contractor further agrees to establish protocols such as a weekly ordering schedule, with points and limits, and shall ensure that multiple pharmaceutical orders within one week occur only in exceptional circumstances. Contractor shall consider storage and handling recommendation made by County's Pharmaceutical Vendor based upon on-site reviews and inspections, and shall utilize County's Pharmaceutical Vendor for in-service presentations, updates on new medications, and recommendations for Provider practice patterns.

4.1.3. Contractor shall not be responsible for prescribing and adjusting psychotropic medicine.

4.2. Public Health Laboratory Services. PHD laboratory shall be responsible for the provision of all TB and Sexually Transmitted Disease (STD) screening tests and cultures for Detainees. Contractor shall have no responsibility for the cost of these screening tests and cultures for Detainees. For Inmates, the provision of all TB and STD screening tests and cultures, except for TB sputum specimens, shall be performed by the qualified laboratory under contract with the Sheriff's Department. PHD laboratory shall be responsible for the testing of Inmate TB sputum specimens.

4.3. Management of Immunizations and Communicable Diseases. Contractor shall provide the following services for the management of immunizations and communicable diseases:

4.3.1. Immunizations. Immunizations shall be verified and administered, as appropriate. For Detainees, a program shall be started to bring the Detainee's immunizations up-to-date in accordance with current public health guidelines and as a part of the Health Appraisal. Contractor shall input the immunization data into the Central Coast Immunization Registry, an on-line, web based database at <http://www.immunize4life.org/>. Contractor's staff shall be trained to use the database by

PHD staff at no cost. County and Contractor agree to implement reasonable changes as required in the Annual Immunization Quality Improvement Plan.

4.3.2. Tuberculosis Testing and Treatment Services. As set forth in Section D.1.7 of the Response, all Inmates/Detainees shall be screened for tuberculosis (TB) symptoms during Intake Screening, and if TB symptomology is present, further testing and appropriate treatment shall be provided. Inmates shall receive regular TB testing at the time of their 14-day Health Appraisal; Detainees shall receive regular TB testing at the time of their 96 hour Health Appraisal. Contractor shall report all TB cases to the County Health Officer within twenty-four (24) hours of confirmation. Contractor shall consult with the County Health Officer on the treatment of all active TB Inmates/Detainees. PHD shall be responsible for conducting confirmatory chest x-rays on the Inmates/Detainees.

4.3.3. Food Service Worker TB Testing. Contractor shall provide TB screening for food service, MSF, and Work Furlough Inmates and for LPBC/LPBA Detainee kitchen workers within 24-hours of County request.

4.3.4. AIDS and HIV Treatment Services. Contractor shall schedule appointments for all AIDS and HIV positive Inmates/Detainees at the PHD Infectious Disease Clinic for treatment within 14-days of booking. Written laboratory results must accompany newly diagnosed HIV patients.

4.3.5. Voluntary AIDS Testing. Contractor shall cooperate with County's Provider for AIDS/HIV testing as clinically indicated within community standards of practice or upon Inmate/Detainee request and in accordance with Sheriff Detention Facility and Probation Detention Facility procedures. Contractor shall be responsible for drawing blood samples for confirmatory testing as needed.

4.3.6. Chlamydia Testing. Contractor shall work in conjunction with PHD to comply with requirements of the California Center for Disease Control Chlamydia grant that was awarded to PHD for the Probation Department. Contractor shall collect specimens, and provide treatment and follow-up care to all female Detainees and all symptomatic male Detainees. PHD representatives shall work with Contractor to ensure that Contractor's staff is proficient and understands grant requirements and standards. A PHD designee shall maintain the grant and review statistics at the Probation Department's quarterly meetings.

4.3.7. Custody Staff Health Services. Contractor shall provide baseline TB screening of new Custody Staff, annual TB skin testing of all Custody Staff, and administration of flu vaccine, provided to Contractor by County, to Custody Staff.

## **5. Financial Matters**

5.1. Costs for Sheriff Medical. For Year 1 of the Agreement, the County shall pay to Contractor an annual base price of \$3,329,261.37 for services rendered

for the Sheriff's Department. This base price shall be paid in equal monthly installments of \$277,438.45 each. For Year 2 of the Agreement, the County shall pay to Contractor an annual base price of \$3,447,117.22 for services rendered for the Sheriff's Department. This base price shall be paid in equal monthly installments of \$287,259.77 each.

5.2. Costs for Probation Medical Services. For Year 1 of the Agreement, the County shall pay to Contractor an annual base price of \$847,545.52 for services rendered for the Probation Department. This base price shall be paid in equal monthly installments of \$70,628.79 each. For Year 2 of the Agreement, the County shall pay to Contractor an annual base price of \$866,361.03 for services rendered for the Probation Department. This base price shall be paid in equal monthly installments of \$72,196.75 each.

5.3. Cost of Outside Medical Services. County shall be responsible for the Costs of Outside Medical Services. Consistent with Section 3 of this Agreement, Contractor shall make arrangements for outside medical services with Providers, and will subsequently review and adjudicate claims from Providers within sixty (60) days of receipt of invoice. Contractor shall send clean uncontested claims that have been processed and adjudicated to the Sheriff's Department on the 2nd and 4th Friday of each month. The Sheriff's Department shall coordinate Utilization Review of the claims, and if satisfactory, shall forward the claims to the County Auditor/Controller for payment.

For each processed and adjudicated claim, Contractor shall provide the County with an actual copy of the invoice and an explanation of benefits (EOB). Contractor and County shall meet quarterly to reconcile any open claims and discuss any issues and concerns regarding the billing and payment process.

5.4. Increases for Exceeding ADP. When ADP exceeds the Estimated ADP, Contractor shall have the right to charge a per diem rate to the affected Department for the excess Inmates/Detainees. Contractor may charge a per diem of \$0.91 multiplied by (actual ADP less the Estimated ADP) x 30 days for each month during which the ADP exceeded the Estimated ADP.

Should the population exceed 1,260 Inmates or 220 Detainees for a period of 90 days or more, additional staffing may be necessary, and County and Contractor shall agree to meet to discuss the level of additional staffing and the related cost. Pursuant to the Notice provisions set forth in Section 18.22, either party may initiate negotiations concerning the expansion of the Sheriff's Detention Facilities and/or Probation Detention Facilities and the increased ADP.

5.5. Payment Reductions for Staffing Shortfalls. Contractor shall not be compensated for un-staffed shifts for clinical positions either in the Sheriff's Detention Facilities or the Probation Detention Facilities as provided below. Monthly, Contractor shall be allowed a 2% margin of missed hours to allow for exigent circumstances in staffing. When this 2% margin is exceeded,

Contractor shall reduce the invoice by an amount equal to the hourly cost to County for the clinical position hours not covered. Contractor shall provide County with an itemized accounting of hours worked by clinical position, as identified on the Staffing Plan attached hereto as Exhibit A, and the unfilled hours for each such position, including unfilled hours resulting from all short or long term absences, vacations, authorized or unauthorized leave and holidays. Contractor shall then credit the Sheriff's Department and/or the Probation Department, respectively, for any unfilled hours at a rate of the average hourly wage for each or any clinical position missed. The average hourly wage for each clinical position for purposes of calculating the credit due to the County is attached as Exhibit D hereto. Exhibit D shall be updated on an annual basis.

5.6. Invoices. Contractor shall submit monthly invoices to the business office of the Sheriff of Santa Barbara County and Deputy Chief for Probation Institutions for medical services provided and other amounts to be paid by County hereunder. All invoices submitted must meet with the approval of the Facility Administrative Lieutenant and Deputy Chief for Probation Institutions prior to payment. Contractor shall only submit invoices for medical services on the form provided by the County. County shall return incorrect or incomplete invoices to Contractor for correction and reissue. The Agreement number must appear on all invoices and correspondence relating to this Agreement.

The County agrees to pay Contractor within thirty (30) days of receipt of correct and complete invoices from Contractor. Reconciliations for unfilled hours and per diem population variances will be included on the invoice and adjusted against the appropriate month's total amount due before final payment. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to Contractor will be prorated accordingly for the shortened month.

5.7. Taxes. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance

5.8. Funding

5.8.1. The parties acknowledge and agree that this Agreement is dependent upon the availability of County and/or State funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County and/or State governments for the Agreement, or is not allocated or allotted to County by the County and/or State governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of

County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, and in accordance with the terms of Sections 17.5 and 17.6, will cease and terminate.

5.8.2. If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the County and/or State governments for the Agreement, or is not allocated or allotted in full to County by the County and/or State governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement as provided in Section 17.6. If such funding is reduced, County shall determine which aspects of the Agreement it would like to proceed with and provide notice thereof to Contractor. The County and Contractor shall then meet and negotiate in good faith, and modify the scope of services and the prices and terms under which the modified services shall be provided. In the event that Contractor and County are unable to reach mutual agreement for modification of the scope of services within 45 days of notice to Contractor of County's request to modify the scope of services and pricing, the Agreement shall terminate and County will pay Contractor for services and certain of its costs in accordance with the terms of Section 17.6 and Section 17.7. Any obligation to pay by County will not extend beyond the end of County's then-current funding period, except as otherwise provided in Section 17.6 and Section 17.7.

#### 5.9. Third Party Payments.

5.9.1. Contractor acknowledges that Medicare, Medi-Cal, Workers' Compensation, County programs including the Medically Indigent Adult Program, County Workers' Compensation and County employee health insurance programs do not pay for medical services while an individual is incarcerated or detained. However, there may be a few cases where an individual may have private health insurance. Therefore, upon referral to Providers, Contractor shall be responsible for providing the Inmates/Detainees insurance information it has collected to these Providers.

5.9.2. For Detainees who have a "Court Order" for Placement, Contractor shall be responsible for coordinating the completion of the Medi-Cal application with the Facility Manager. Upon receiving Medi-Cal approval, Contractor shall give the information to the actual off-site Provider of services to enable the off-site Provider to bill and receive payment by Medi-Cal. Contractor shall be responsible for supplying a copy of a Detainee's insurance card, if Detainee has one, when a Detainee is referred for services. Contractor shall not seek or direct off-site Providers to bill Medi-Cal, but will only provide the Medi-Cal information it has obtained. The off-site Provider, in its sole discretion, shall evaluate and determine whether and to what extent Medi-Cal is available.

## 6. **Quality Management**

### 6.1. Quality Management Services

6.1.1. Quality Management Program. Contractor shall conduct quality management/peer review activities, including regularly scheduled reviews and responses to specific incidents or complaints. Contractor shall continue to implement its "Continuous Quality Improvement Program" as described more fully in Exhibit B, Section 1.9. In developing a Quality Management Program, Contractor shall include a review of the following areas: Inmates/Detainees with diabetes; asthma; chemical dependence; pregnancy/Ob-Gyn problems; infectious diseases (TB, Hepatitis C, etc.), self mutilations, suicide attempts, sexually transmitted diseases, hospitalizations and other specialist referrals. For Detainees, Contractor shall also monitor those who are on more than three (3) psychotropic medications. In addition to tracking these areas, any death, suicide or suicide attempt, and outbreak of communicable disease shall be reported within one (1) working day to the Sheriff's Department, Probation Department, PHD, and County Risk Manager.

6.1.2. Monitoring & Evaluation. Based on the findings from the activities set forth in Section 6.1.1, Contractor shall ensure that the quality and adequacy of health care services are assessed at least annually and meet Sheriff and Probation State Minimum Standards; and shall include a process for identifying and correcting deficiencies in the medical services delivered. Contractor shall prepare a report that incorporates the findings from these assessments which shall be provided in electronic format to the MAC.

6.2. Medical Audit Committee (MAC). Contractor and County shall maintain a Medical Audit Committee responsible for developing, recommending, and implementing all policies and procedures necessary for the operation of the health care program. The Sheriff Department's committee shall consist of the Sheriff's Chief Deputy of Custody Operations or designee, the PHD Medical Director or designee, the Mental Health Provider, ADMHS Mental Health Director or designee, Contractor's HSA, Nursing Supervisor, and Medical Director. The Probation Department's committee shall consist of the Deputy Chief of Probation Institutions, the Probation Managers, ADMHS Medical Director or designee, Contract Monitor, Program Coordinator, Contractor Medical Director, and a registered nurse from each of the Probation Detention Facilities.

The meetings shall follow an agenda prepared by the Contractor with County participation which shall be distributed electronically before the meeting. The HSA/Program Coordinator will coordinate, facilitate and assign follow-up tasks for each meeting. The minutes shall be distributed electronically before the meeting for review and shall be subject to approval at each meeting. Contractor's proposed format and level of detail for the status reports shall be subject to County's approval. For Probation, the meetings shall be conducted quarterly on a rotational basis between the LPBC/LPBA and the SMJH. For Sheriff, the meetings shall be conducted monthly and held at the SBMJ.

6.3 Statistical Data Collection & Annual Report. Contractor shall develop and implement written policies and procedures to collect statistical data that includes,

but is not limited to, clinic visits (by RN and MD), Health Appraisals, laboratory tests performed, pharmacy services, communicable diseases and Emergency Department visits. Contractor shall perform a comprehensive overview of the medical services to determine what other data should be included as part of this data. A report of the data should be prepared at least annually and submitted electronically to the MAC for review.

Contractor shall provide electronically to the Probation Department (Probation Managers, Deputy Chief of Probation Institutions, CFO, and Contract Monitor) and the Sheriff's Department (Chief Deputy of Operations, Jail Commander and CFO) an annual summary of health care activities and hospitalizations. The report shall summarize services by type and place performed for each of the Sheriff's Detention Facilities and the Probation Detention Facilities and the cost of each service. It shall include health and utilizations trends, any recommendations for improved services, and address whether or not the care provided met the community standards, whether desired patient outcomes were achieved, and whether quality indicators were met.

6.4. Required Inspections. Contractor shall participate in the following inspections:

6.4.1. Correction Standards Authority (CSA) Biennial Inspections: Contractor shall be knowledgeable about the applicable regulations and standards that govern the Sheriff's Detention Facilities and the Probation Detention Facilities and shall take all necessary steps to be prepared for and to pass the inspection. Contractor shall be responsible for the development of requisite corrective action plans related to medical/health non-compliance ratings.

6.4.2. Environmental Health, Medical/Mental Health, Nutritional Health and Pharmacy Inspections: To assure compliance, Contractor shall actively prepare for, and participate in, these annual inspections of the Sheriff's Detention Facilities and Probation Detention Facilities. Contractor shall be responsible for the remediation of reported non-compliance pertaining to medical/health services.

6.5. Contract Monitoring. The Contract Monitor shall ensure compliance on behalf of the Probation Department. The Sheriff's Department shall ensure contract compliance on its own behalf.

The County retains the right of access to all data and records deemed necessary to monitor the contract services. Contract monitoring shall include retrospective review of medical records and service records to evaluate the timeliness of care, appropriateness of assessment, treatment, type of Provider, Utilization Review process and level of care.

A County designated pharmacist shall review pharmaceutical plans, patterns of usage, and quality improvement activities, annually.

6.6. IMQ Accreditation. Contractor shall meet and maintain the Institute Medical Quality (IMQ) Accreditation Standards for the medical, mental health and dental services provided at the Sheriff's Detention Facilities and the medical services provided at the Probation Detention Facilities throughout the term of this Agreement, including the payment of any application and inspection fees if the Sheriffs Department and/or Probation Department determine to pursue accreditation. In accordance with this Agreement and the Quality Indicators set forth in Section 6.8, County shall fine Contractor \$25,000 any time Contractor fails to meet and maintain IMQ Accreditation standards under the control and responsibility of PHS, which amount shall be deducted by County from the invoice. Contractor shall not be responsible for deficiencies or be assessed a penalty for any violations associated with ADMHS's policies or provision of mental health care for Detainees or for any violations not attributable to the acts and omissions of the Contractor. If, during the term of this Agreement, the IMQ no longer provides local detention facility accreditation, the County may pursue an alternate National Accreditation Certificate, and the Contractor shall be bound by the County's decision.

6.7. Standards of Care/Practice Protocols & Quality Indicators

6.7.1. The Contractor shall monitor and report the following Standards of Care/Practice Protocols at the MAC meetings:

- a) The number and percentage of Detainees/Inmates who received diagnostic and laboratory evaluations according to standards;
- b) The number and percentage of Detainees/Inmates referred to specialty care;
- c) The number and percentage of Detainees/Inmates who attended sick call;
- d) The number and percentage of Detainees/Inmates who require psychotropic pharmaceuticals;

6.7.2. Contractor shall meet the following Quality Indicators and report on them quarterly:

- a) 100% of known pregnant and HIV/AIDS patients shall be referred to the PHD within 7 days of booking for an appointment;
- b) 100% of Inmate sick call requests shall be seen within three (3) days;
- c) 100% of Detainee sick call requests shall be seen within 24 hours or the first subsequent day medical personnel are available, but not to exceed 3 days;

- d) 95% of the Inmates shall have a Health Appraisal within 14 days of the booking date;
- e) 100% of the Detainees held more than 72 hours shall have a Health Appraisal within 96 hours of the booking date;
- f) 100% of the eligible Detainees held more than 72 hours shall be screened for Chlamydia but in no event later than 96 hours after booking.

Each August that this Agreement remains in effect, County and Contractor shall evaluate the results and for each Quality Indicator that is not met, County shall deduct \$5,000 from the invoice. When a Quality Indicator is not met, County and Contractor shall discuss the deficiency at the next scheduled MAC meeting, and Contractor shall have the opportunity to present medical charts and other documentation to establish that the deficiency was outside Contractor's control and should not result in a penalty.

## **7. Contractor Personnel**

7.1 Staffing Plan. Contractor and County have agreed on a Staffing Plan that is expected to adequately address the medical needs of the Inmates/Detainees. The Staffing Plan is attached to this Agreement as Exhibit A.

7.1.1 Contracted work hours per month, day and shift will be executed as presented in the staffing plan. County recognizes that from time to time Contractor may need to adjust and flex the staffing in an effort to cover sick days without County consultation. Nonetheless, all nursing and medical staff shall be covered by qualified health care personnel, and registry staff should be limited to the extent reasonably practicable. If Contractor cannot appropriately manage the facilities without major adjustments or alterations, Contractor shall request a meeting with County to develop and agree to a new plan. Contractor shall not be paid for clinical position hours not worked, as set forth in Section 5.5.

7.1.2. Monthly, the HSA/designee and Program Coordinator shall provide the original scheduled coverage and actual schedule performed to the Facility Administrative Lieutenant and the Contract Monitor in an electronic format. A separate list in electronic format shall be provided with unfilled clinical position hours, the clinical staff members scheduled and corresponding average hourly rate for the clinical positions as provided in Section 5.5.

7.2. Staff Licenses. Staff Licenses shall be maintained in active status and be submitted to the Facility Administrative Lieutenant and the Contract Monitor by the 10<sup>th</sup> of the month of each quarter.

7.3. Overtime for Court Testimony. Contractor shall be responsible for any payment of overtime to Contractor staff that is subpoenaed to testify in court regarding medical treatment provided pursuant to this Agreement.

7.4. Appointment of Key Staff. Contractor and County shall jointly interview and select the HSA, Program Coordinator, Contractor Medical Director, and Nursing Supervisor. Contractor shall, upon the written request of either the Sheriff's Department and Probation Department as applicable, remove the HSA, Program Coordinator, Medical Director, Nursing Supervisor when in the opinion of the Department persons performing those duties fail to act in the best interest of the County in the provision of services under this Agreement. In addition, persons employed by Contractor who fail to obtain security clearance may be denied admittance in the Sheriff's Detention Facilities and/or Probation Detention Facilities.

7.5. Responsibility for Acts of Personnel. Contractor assumes sole and full responsibility for its acts and the acts of its personnel. Contractor understands and agrees that County does not assume liability for the actions of Contractor's subcontractors or agents. Contractor agrees that it has no right to indemnification or contribution from County for any judgments rendered against Contractor, its Subcontractors or agents.

County reserves the right to notify the HSA and Program Coordinator when there is a concern about the performance of Contractor's employees or contractors. Further, County expects reasonable and professional intervention to handle any and all disciplinary matters with its employees. If Contractor decides to terminate any of its employees/contractors, it is expected that these employees will not be transferred to another County location.

7.6. Claims Against Personnel. Contractor agrees that any claim on behalf of any person arising out of employment or alleged employment by Contractor (including, but not limited to, claims of discrimination against Contractor, its officers, or its agents) are the sole responsibility of Contractor and are not the responsibility of County. Contractor shall indemnify and hold County harmless from any and all such claims asserted against County. Any person who alleges a claim arising out of employment or alleged employment by Contractor shall not be entitled to any compensation, rights, or benefits from County (including, but not limited to, tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits)

7.7. Reference Checks. Due to the confidential nature of the information and materials that will be accessible to Contractor, County shall conduct a reference check, including criminal history reports, on Contractor staff that will be providing the services and will have access to County data or the Sheriff's Detention Facilities and/or Probation Detention Facilities. County reserves the right in its sole discretion to reject any proposed Contractor staff as a result of information produced by such reference checks or additional sources of information, without disclosing a basis for such rejection. Notwithstanding the foregoing, County shall provide Contractor with a notice of the County's rejection in writing.

## 8. Administrative Services

### 8.1. Medical Records.

8.1.1. Medical Records of Inmates. Contractor shall support the effort to combine Inmate medical and mental health records. Contractor shall coordinate with Mental Health Provider to ensure complete, available, confidential records.

8.1.2. Medical Records of Detainees. All Detainees must have a current record that is maintained at all times and that complies with California Code of Regulations Title 15 medical record format and standards. These records shall accompany the Detainee at all health encounters, and a copy will be forwarded to the appropriate facility at the event of the transfer.

8.1.3. Ownership of Medical Records. Existing medical records and mental health records prepared by Contractor for Inmates and Detainees shall be the Property of County. Contractor shall provide the Sheriff's Department /Coroner, Probation Department, County Counsel, ADMHS, or PHD access at any time without notice to all such records. However, Contractor shall be the custodian of these records during the term of this Agreement. After the expiration or termination of the Agreement, Contractor shall have access to the medical records in order to prepare for any litigation or anticipated litigation brought in connection with the services rendered pursuant to this Agreement. County will be responsible for any destruction of any and all medical records.

8.1.4. Confidentiality of Medical Records. All applicable laws, regulations, policies and procedures concerning the confidentiality rights of individuals, protection of their rights and confidentiality of their medical records must be followed. Contractor knows the requirements of State Civil Code §§56 - 56.37 and federal HIPPA laws respecting the confidentiality of records. The County and Contractor shall maintain the confidentiality of any information regarding Inmates /Detainees (or their families) receiving Contractor's services.

a.) Prevention. Contractor shall prevent disclosures unauthorized by law or this Agreement of names and other client-identifying information, except for statistical information that does not identify a particular Inmate/Detainee.

b.) Disclosure of Information. Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to the Agreement, and then only to those persons having responsibilities under this Agreement, including those furnishing services under Contractor through subcontracts and other Providers and payors.

c.) Request for Disclosure. Except as otherwise permitted by this Agreement or authorized by law, Contractor shall not disclose any Confidential Information to anyone without prior written authorization from the County.

## 8.2 Records Retention and Access Requirements

8.2.1 Contractor shall agree to the conditions of all applicable County, State and federal regulations, which are incorporated herein by this reference regarding retention and access requirements relating to all medical records, financial, accounting and programmatic records, supporting documents, statistical records, and other records of this Agreement. In addition, Contractor shall agree to the terms set forth below regarding retention of records and access for County, State and federal government officials.

8.2.2 Contractor and its Subcontractors shall maintain original books, records, documents and other evidence that sufficiently and properly reflects the accuracy of amounts billed to County during the performance of this Agreement and shall retain all such records for four (4) years after the expiration or termination of this Agreement. Records involving matters in litigation related to this Agreement shall be kept for one (1) year following the termination of litigation, including all appeals if the litigation has not terminated within six (6) years from the date of expiration or termination of this Agreement.

8.2.3 All such records shall be subject at reasonable times and upon prior Notice to examination, inspection, copying, or audit by personnel so authorized by the Facility Administrative Lieutenant and/or Deputy Chief of Probation Institutions and/or County, State and federal officials so authorized by law, rule, regulation or contract, when applicable. Notwithstanding the provision of access to litigation records as specified above in Section 8.2.2, nothing in this Agreement shall be construed to require Contractor or its Subcontractors to disclose records protected by attorney-client privilege or otherwise protected under State or federal laws. During the term of this Agreement, access to these items shall be provided within Santa Barbara County. During the four-year period after this Agreement term or one-year term following litigation, delivery of and access to these items will be at no cost to County. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its Subcontractors.

8.3. Informed Consent. Contractor shall be responsible for obtaining informed consent from Inmates prior to providing care and treatment as required by law, except in the case of an emergency. Contractor shall be responsible for obtaining informed consent from the parent/legal guardian or court for Detainees, except in cases of emergencies. Contractor shall pay for care resulting from court orders, as further described in Section 3.1(e), including, but not limited to those relating to involuntary treatment and testing. This section does not require Contractor to complete tests for evidentiary or chain of custody situations.

8.4. Inmate or Detainee Deaths. Contractor shall report within twenty-four (24 hours) any in-custody death to the County Health Officer, who, in cooperation with the County Coroner, and the Administrative Lieutenant and/or Deputy Chief of Probation Institutions

shall coordinate a medical review of every in-custody death and provide a written report to the Attorney General.

8.5. Policy and Procedure Manual. Contractor shall be responsible for preparing a Policy and Procedures Manual. The manual shall cover such topics as general medical matters, medication administration, infection control, medical staff training, and a quality improvement plan. County shall have access to these documents and other operating documents relevant to oversight and coordination of activities. Any changes to be made to the Policy and Procedure Manual shall be discussed at the MAC meeting before implementation.

8.6. Communicable Disease Procedure Manual. Contractor shall develop written policies and procedures to address the identification, treatment, control and follow-up management of communicable diseases and annually review each. The policies and procedures shall address, but not be limited to:

- a.) Intake Screening procedures;
- b.) Identification of relevant symptoms;
- c.) Referral for medical evaluation;
- d.) Treatment responsibilities during detention;
- e.) Coordination with public and private community-based resources for follow-up treatment;
- f.) Applicable reporting requirements; and
- g.) Strategies for handling disease outbreaks.

The policies and procedures will be updated as necessary to reflect communicable disease priorities identified by the County.

8.7. Develop Policy for Health Care Administration. Contractor shall identify health care Providers that are licensed, certified and/or trained to provide the services set forth in Sections 3.1 and 4.3 of this Agreement, and enter into written agreements with these Providers, which are regularly monitored, to provide access to health care when it becomes necessary. Contractor shall also establish systems for coordination among health care Providers, to provide continuity of care during confinements as well as when Inmates and Detainees are discharged and enter the community.

8.8. Training. Contractor shall make available up to twenty-four (24) hours of annual training for Custody Staff concerning various health issues including, but not limited to, signs and symptoms of withdrawal, first aid, detoxification protocols, and methamphetamine treatment. This training may be the same training that Contractor

provides to its own staff. Contractor shall provide a monthly in-service County training on a variety of appropriate and timely health topics including new policies established by Contractor as set forth in the Policy and Procedures Manual. Contractor shall maintain a record of the trainings provided, and shall transmit an electronic record of such trainings to the Contract Monitor/Probation Managers and the Facility Administrative Lieutenant upon request.

8.9. Assessments on Use of Restraints. Contractor shall provide medical assessments and medical clearance when restraints have been utilized.

8.10. Grievance Procedure. Contractor shall establish, in collaboration with County, a formal policy and procedure for the communication and resolution of Detainee, Inmate, and Custody Staff complaints or other items regarding any aspect of health care delivery in accordance with the Sheriff and Probation State Minimum Standards. Inmate/Detainee complaints shall be part of the health services reporting requirements. All grievances pertaining to medical care or mental health care written by a Detainee or Inmate shall be forwarded to the Program Coordinator or HSA, as applicable, for review and action. County shall provide copies of the grievances to the Physician Auditor for Quality Assurance, and Contractor shall provide the PHD Medical Director with access to the grievances during his/her quarterly chart reviews.

8.11. Accounting Requirements. Contractor shall establish and maintain an accounting system with procedures and practices in accordance with generally accepted accounting principles. The accounting system shall maintain records pertaining to the services and all other costs and expenditures made under this Agreement, and the costs properly applicable to the Agreement shall be readily ascertainable therefrom. Each year that this Agreement is in effect, prior to July 1<sup>st</sup>, Contractor shall provide the Chief Financial Officer for the Sheriff's Office with copies of the most recent annual financial reports and outside audits, including the management letter from the audit; and shall notify the Facility Administrative Lieutenant and Contract Monitor of any federal Security and Exchange Commission audits or reviews of Contractor's operations for the term of this Agreement or applicable to a period dating back five (5) years from the execution of this Agreement.

8.12. Administrative Meetings. County and Contractor hereby agree to meet as needed for the purpose of monitoring the terms outlined in this Agreement. The County members shall be the Deputy Chief of Probation Institutions, Facility Administrative Lieutenant, Contract Monitor, and the PHD Assistant Deputy Director. For the Contractor, the members shall be the Regional VP-Operations, Regional VP-Business Development, Program Coordinator, HSA, and Nursing Supervisor.

8.13. HIPPA Business Associate. The County is considered to be a "Hybrid Entity" under the Health Insurance Portability and Accountability Act (HIPPA), 42 U.S.C. section 1320d *et. seq.* and its implementing regulations, including but not limited to 45 CFR parts 142, 160, 162, and 164 ("Privacy and Security Rule"). Contractor must also comply with the Security Rule as a Business Associate if under this Agreement it

receives, maintains, or transmits any health information in electronic form in connection with a transaction covered by CFR, Title 45, part 162.

County and Contractor acknowledge that HIPAA mandates them to enter into a business associate agreement in order to safeguard protected health information that may be accessed during the performance of this Agreement. Accordingly, the parties agree to the terms and conditions set forth in Exhibit E of this Agreement, the HIPAA Business Associate Agreement.

**9. Authorized Representatives.**

**For Contractor:     Regional Vice President - Operations**  
1150 Ballena Blvd, Suite 200  
Alameda, CA 94501  
510-521-9602

**Health Services Administrator**  
4436 Calle Real  
Santa Barbara, CA 93110  
(805) 681-4213

**Nursing Supervisor**  
4436 Calle Real  
Santa Barbara, CA 93110  
(805) 681-4213

**Program Coordinator**  
4263 California Blvd.  
Santa Maria, CA 93455  
(805) 934-6276

**For County:            Probation Department:**

**Probation Managers - LPBC (for Operational Issues):**  
3900 Paradise Road  
Santa Barbara, CA 93105  
805-692-1751

**Probation Managers – SMJH (for Operational Issues):**  
4263 California Blvd.  
Santa Maria, CA 93455  
805-934-6273

**Probation Chief Financial Officer (for Budget Modification)**  
117 East Carrillo St.

Santa Barbara, CA 93101-2025  
805-882-3654

**Deputy Chief Probation Institutions** (for Program Modification)  
2121 S. Centerpointe Parkway  
805-739-8600  
Santa Maria, CA 93455

**Sheriff's Department:**

**Facility Administrative Lieutenant** (for Operational Issues)  
4436 Calle Real  
Santa Barbara, CA 93160  
805-681-4252 or 805-681-4245

**Chief Financial Officer** (for Budget Modification)  
4436 Calle Real  
Santa Barbara, CA 93160  
805-681-4100

**Jail Commander** (for Program Modification)  
4436 Calle Real  
Santa Barbara, CA 93160  
805-681-4326

Changes to the Authorized Representatives shall be made through the Notice process set forth in Section 18.22.1.

**10. Clinic Office Space and Equipment**

County shall provide the space, limited office furniture, fixtures, utilities, telephone and security necessary for efficient operation of the health care delivery system. County shall provide Contractor with a limited number of computer terminals and internet access; however Contractor staff shall agree to abide by County's policy on computer usage while using County's computers. Contractor shall be responsible for purchasing any additional office equipment not provided by County. Contractor shall assume ownership of all equipment and any associated maintenance with the exception of County computer(s) and monitor(s). County shall provide necessary maintenance and housekeeping of the office space and clinic space.

## **11. Medical Equipment**

Contractor shall be responsible for the purchase of any and all medical equipment, supplies and reagents, including routine maintenance and replacement of equipment, during the term of this Agreement. Contractor shall assume ownership of all equipment and any associated maintenance.

## **12. Dispute Resolution**

### 12.1 Good Faith Efforts

Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent irreparable harm, the parties agree to attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this Agreement, including but not limited to payment disputes, through negotiations between senior management of the parties and their designees. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies.

### 12.2 Continued Performance

Contractor and County agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Agreement.

## **13. Additional Rights and Remedies – Reductions in Payments Due**

Amounts due County by Contractor may be deducted or set-off by County from any money payable to Contractor pursuant to this Agreement.

## **14. Insurance**

### 14.1 Liability and Auto Insurance

Contractor shall, at its sole cost and expense, obtain, and, during the term of this Agreement, maintain, in full force and effect, the insurance coverage described in this Section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the State of California and that have a Best's rating of no less than A: VII, or that are approved by the County. Contractor shall include County, its boards, agencies, contractors, offices, employees, agents and volunteers as a named insured party in Contractor's insurance policy obtained hereunder.

If Contractor fails to buy and maintain the insurance coverage described in this Section 14, County may terminate this Agreement under Section 17.1 (Termination for Contractor's Material Breach). The minimum acceptable limits shall be as indicated below with no deductible except as indicated below. In the event the Contractor is unable to comply with the County's insurance requirements, County may, at its sole discretion and at the Contractor's expense, provide compliant coverage.

The insurance requirements set forth below are subject to periodic review by the County. The County's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against County or inflation. This option may be exercised during any amendment to this Agreement that results in an increase in the nature of County's risk and such changes of provision will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of Contractor's acceptance of the amendment or modification.

14.1.1 Commercial General Liability Insurance: shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of Contractor and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by Section 15 (Confidential Information) and Section 16 (Additional Indemnifications) of this Agreement with a limit of not less than \$1 million per occurrence/\$3 million general aggregate;

4.1.2 Automobile Liability Insurance: The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of Contractor pursuant to Contractor's activities hereunder. The limit of liability of said policy or policies shall not be less than \$1 million per occurrence/\$3 million general aggregate. Any deductible or Self-Insured Retention (SIR) over \$10,000 requires approval by the County;

14.1.3 Professional Liability Insurance: Professional liability insurance shall include coverage for the activities of Contractor's professional staff with a limit of \$3 million per occurrence and an annual aggregate of not less than \$5 million for bodily injury and property damage.

14.1.3 Employers Liability Insurance: covering the risks of Contractor's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;

14.1.4 Crime Coverage: with a deductible not to exceed \$1 million, subject to Section 14.2, and coverage of not less than \$1 million single limit per occurrence and \$3 million in the aggregate, which shall at a minimum cover occurrences falling in the following categories: Computer Fraud; Forgery; Money and Securities; and Employee Dishonesty.

#### 14.2 Extended Coverage

If the policy providing liability coverage is on a "claims made" form, the Contractor is required to maintain such coverage for a minimum of three years following expiration or termination of this Agreement, naming County as an additional insured and providing County with certificates of insurance on an annual basis. Said policy or policies shall provide that the County shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

#### 14.3 Worker's Compensation Coverage

Statutory Workers' Compensation and Employers Liability Insurance shall cover all Contractor's staff while performing any work incidental to the performance of this Agreement. In the event Contractor is self-insured, it shall furnish a copy of a Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if Contractor has no employees as defined in Labor Code Section 3350 *et. seq.* during the entire period of this Agreement and Contractor submits a written statement to the County stating that fact.

#### 14.4 Subcontractors

Contractor shall furnish separate certificates of insurance and endorsements from each Subcontractor. Subcontractor(s) shall comply with all insurance requirements stated herein, except that limits for professional liability insurance shall be in minimum amounts of \$1 million per occurrence and \$3 million in the aggregate. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

#### 14.5 Premiums and Notice to County

Contractor or its Subcontractors shall pay premiums on all insurance policies. The Professional Liability and General Liability insurance policies provided for County pursuant to this Section 14 shall expressly provide therein that County be named as additional insured, and that it shall not be revoked by the insurer until thirty (30) days Notice of intended revocation thereof shall have first been given to County by such insurer. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance provided to County.

#### 14.6 Cancellation

Contractor's insurance policies shall not be canceled or non-renewed in scope of coverage without provision for equivalent substitute insurance and such cancellation or non-renewal shall not take place or be materially reduced in scope of coverage until five business days' written Notice has been given to County, attention Facility Administrative Lieutenant and Deputy Chief of Probation Institutions, and Contractor has replacement insurance policy(ies) in place that satisfy the requirements set forth in this Section 14. Contractor's insurance policies shall not be reduced in scope without County's prior written consent.

#### 14.7 Insurance Documents

Contractor shall submit to the office of the Facility Administrative Lieutenant and Contract Monitor certificate(s) of insurance documenting the required insurance as specified in this Section 14 prior to this Agreement becoming effective, and copies of renewal certificates of all required insurance within 30 days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this Section 14. County shall maintain current certificate(s) of insurance at all times in the office of the Facility Administrative Lieutenant and Contract Monitor as a condition precedent to any payment under this Agreement. Approval of insurance by County or acceptance of the certificate of insurance by County shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services pursuant to the Agreement, nor shall it be deemed a waiver of County's right to insurance coverage hereunder. Failure to provide these documents shall be grounds for immediate termination or suspension of this Agreement by County for material breach.

#### 14.8 Increased Coverage

County is to be notified by Contractor immediately if any aggregate insurance limit is exceeded. In such event, additional coverage must be purchased to meet requirements.

#### 14.9 Subrogation

Contractor agrees to waive all rights of subrogation against County, its boards, agencies, departments, officers, employees, agents, and volunteers for losses arising from services performed by Contractor under this Agreement.

#### 14.10 Cross-Liability

All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the County and shall include a severability of interests or cross-liability provision in the following form:

*"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."*

### **15. Confidential Information**

#### 15.1 Protection Obligations

15.1.1 Access and Protection. During the term of the Agreement, Contractor and County will have access to and become acquainted with each party's Confidential Information. Except for disclosure pursuant to Section 15.1.2 (below), County and Contractor, and each of their officers, employees and agents, shall, subject to State laws and regulations and in accordance with this Section 15.1.1, maintain all Confidential Information of the other party in confidence and at least to the extent as it protects the confidentiality of its own proprietary information of like kind, but in no event with less than reasonable care. Neither party will at any time use, publish, reproduce or disclose any Confidential Information, except to authorized employees, contractors and agents requiring such information under confidentiality requirements no less restrictive than this Section 15.1.1, as authorized in writing by the other party, as otherwise specifically permitted herein, or to perform its obligations as authorized hereunder. Both parties shall take all steps necessary, including without limitation oral and written instructions to all staff to safeguard, in accordance with applicable federal, State and County law, regulation, codes, and this Section 15.1.1, the other party's Confidential Information against unauthorized disclosure, reproduction, publication or use, and to satisfy their obligations under this Agreement. Each party agrees that prior to disclosing any Confidential Information of the other party to any third party, it will obtain from that third party a written acknowledgment that such third party will be bound by the same terms as specified in this Section 15.1.1 with respect to the Confidential Information. In addition to the requirements expressly stated in this Section 15.1.1, Contractor and its Subcontractors will comply with any policy, rule, or reasonable requirement of County, the State and the federal government that relates to the safeguarding or disclosure of information relating to applicants and recipients of County's services, Contractor's operations, or the services performed by Contractor under this Agreement.

15.1.2 Public Records. Notwithstanding the above, Contractor acknowledges that this Agreement shall be a public record under State law. Any specific information that is claimed by Contractor to be Confidential Information must be clearly

identified as such by Contractor. To the extent consistent with State law, including exemptions from the Public Records Act for medical records as provided in Government Code §6254, County will maintain the confidentiality of all such information marked Confidential Information. If a request is made to view Contractor's Confidential Information, County will notify Contractor of the request and of the date that any such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, County will release the identified requested information on the date specified.

15.1.3 Security Requirements. Each party, and its officers, employees, subcontractors and agents shall at all times comply with all security standards, practices, and procedures which are equal to or exceed those of County and which the other party may establish from time-to-time, with respect to information and materials which come into each party's possession and to which such party gains access under this Agreement. Such information and materials include without limitation all Confidential Information.

## 15.2 Audit

County reserves the right to monitor, audit or investigate Contractor's use of County Confidential Information collected, used, or acquired by Contractor under this Agreement.

## 15.4 Injunctive Relief and Indemnity

15.4.1 Contractor shall immediately report to County any and all unauthorized disclosures or uses of County's Confidential Information of which it or its staff is aware or has knowledge. Contractor acknowledges that any publication or disclosure of County's Confidential Information to others may cause immediate and irreparable harm to County. If Contractor should publish or disclose such Confidential Information to others without authorization, County shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. Contractor shall indemnify, defend, and hold harmless County from all damages, costs, liabilities and expenses (including without limitation reasonable attorneys' fees) caused by or arising from Contractor's failure to protect County's Confidential Information. As a condition to the foregoing indemnity obligations, County will provide Contractor with prompt notice of any claim of which County is aware and for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with Contractor in connection with any such claim.

15.4.2 County will immediately report to Contractor any and all unauthorized disclosures or uses of Contractor's Confidential Information of which County is aware or has knowledge. County acknowledges that any publication or disclosure of Contractor's Confidential Information to others may cause

immediate and irreparable harm to Contractor. If County should publish or disclose such Confidential Information to others without authorization, Contractor shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.

#### 15.5 Nondisclosure of Other County Information

The use or disclosure by Contractor of any County information not necessary for, nor directly connected with, the performance of Contractor's responsibility with respect to services is prohibited, except upon the express written consent of County.

#### 15.6 Exceptions

The following information shall not be considered Confidential Information for the purposes of this Agreement: information previously known when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach hereof; information which is developed by one party independently of any disclosures made by the other party of such information; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

#### 15.7 Survival

The provisions of this Section shall remain in effect following the termination or expiration of this Agreement.

### **16. Additional Indemnifications**

#### 16.1 General

Contractor agrees to the following terms and conditions:

- a.) County shall notify Contractor of any claim presented to County arising from the provision of Contractor's services under the contract,
- b.) Contractor and County shall cooperate in investigating any claim,
- c.) Contractor shall provide County with a prompt response to any tender of defense resulting from a claim, late claim, late claim petition or lawsuit,
- d.) Contractor shall notify County of counsel, who will defend the action,
- e.) Contractor shall copy County with all relevant documents, including correspondence and pleadings generated in any case accepted by Contractor;

f.) Contractor and County shall cooperate to the extent practical in the defense of any case,

g.) Contractor shall provide advance written notice to County of any settlement conference; and

(a) No case shall be settled without prior notice to County.

## 16.2 Mutual Indemnification

Contractor shall, at its expense, indemnify, defend, and hold harmless County, its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation, reasonable attorneys' fees, and expenses from any claim or action, including without limitation for property damage, bodily injury or death, caused by or arising from the negligent acts or omissions or willful misconduct of Contractor, its officers, employees, agents, or Subcontractors. County shall promptly give Contractor notice of such claim.

County shall, at its expense, indemnify, defend, and hold harmless Contractor, its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation, reasonable attorneys' fees, and expenses from any claim or action, including without limitation, for property damage, bodily injury or death, caused by or arising from the negligent acts or omissions or willful misconduct of County, its officers, employees, agents, or Subcontractors. Contractor shall promptly give County notice of such claim.

## 17. **Termination**

### 17.1. Termination for Contractor's Material Breach

If Contractor fails to cure any material breaches of this Agreement which are described in a written Notice from the County within 30 days of receipt of such Notice, this Agreement may be terminated immediately, in whole or in part, by Notice from County to Contractor. The option to terminate shall be at the sole discretion of County.

### 17.2. Termination for Conflict of Interest

County may terminate this Agreement under Section 17.1 (Termination for Contractor's Material Breach) by Notice to Contractor if County determines, after due notice and examination, that any party has violated the Political Reform Act, State Government Code §§87100-87500 and/or or any other laws regarding

ethics in public acquisitions and procurement and performance of contracts, including, but not limited to California Government Code §§1090-1098.

### 17.3. Termination for County's Nonpayment

If County fails to pay Contractor's undisputed, material Costs for services when due under the Agreement and fails to make such payments within 120 days of receipt of Notice from Contractor of the failure to make such payments, Contractor may, by giving Notice to County, terminate this Agreement as of a date specified in the Notice of termination. Contractor shall not have the right to terminate the Agreement for County's breach of the Agreement except as provided in this Section.

### 17.4. Termination Remedies

17.4.1. In the event of termination of this Agreement by County under Sections 17.1-17.3, County shall, in addition to its other available remedies, have the right to procure the medical services that are the subject of this Agreement on the open market and Contractor shall be liable for all damages, including, but not limited to the cost difference between the original Agreement price for the medical services and the replacement costs of such medical services acquired from another vendor.

17.4.2. If it is determined for any reason the failure to perform is not within the Contractor's control, fault, or negligence, the termination by County under Sections 17.1-17.3 shall be deemed to be a termination for convenience under Section 17.5.

### 17.5 Termination for Convenience

17.5.1 In addition to the other rights to terminate, either party may terminate this Agreement, in whole or in part for convenience, by one-hundred twenty (120) Days Notice to the other party. County's invocation of Section 17.6 (Termination for Non-allocation of Funds), shall be deemed a Termination for Convenience but shall not require such one-hundred twenty (120) Days Notice.

17.5.2 During this one-hundred twenty (120) Days Notice period, Contractor shall wind down and cease its operations as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of operations. If this Agreement is so terminated, County shall be liable only for payment in accordance with the terms of this Agreement for services satisfactorily rendered prior to the effective date of termination.

17.5.3 In case of such termination for convenience, County shall pay to Contractor the amount of the last invoice plus any pro-rata amount for services

rendered for a partial month, if applicable, up until the date of termination. In the event that County and Contractor agree upon the amount to be paid, County shall pay such sums to Contractor. In the event that the County believes that it should pay less than that charged by Contractor for such services, County shall pay to Contractor the undisputed amount and Contractor may pursue its legal and equitable remedies to recover any additional amount claimed due.

#### 17.6 Termination for Non-allocation of Funds

If funds are not allocated to continue this Agreement in any future period, County may terminate this Agreement under Section 17.5 (Termination for Convenience). County shall not be obligated to pay any further fees for services for such future period, but County shall make payments for services and Contractor's costs as provided in Section 17.5.3. County agrees to notify Contractor of such non-allocation at the earliest reasonable time.

#### 17.7 Termination Procedure

17.7.1 Upon termination of this Agreement, County, in addition to any other rights provided in this Agreement, may require Contractor to destroy or deliver to County any Confidential Information and Property.

17.7.2 After receipt of a Notice of termination, and except as otherwise directed by County, Contractor shall:

- a) Stop work under this Agreement on the date, and to the extent specified, in the Notice;
- b) Complete performance of such part of this Agreement as shall not have been terminated by County;
- c) Take such reasonable action as may be necessary, or as the Facility Administrative Lieutenant and Deputy Chief of Probation Institutions may direct, for the protection and preservation of the Confidential Information and Property related to this Agreement that is in the possession of Contractor and in which County has an interest;
- d) Transfer title to County and deliver in the manner, at the times, and to the extent directed by the Facility Administrative Lieutenant and Deputy Chief of Probation Institutions, any Confidential Information and Property which is required to be furnished to County pursuant to this Agreement; and
- e) Provide written certification to County that Contractor has destroyed or surrendered to County all such Property.

17.7.3 Upon Contractor's receipt of Notice of termination of the Agreement by County, Contractor shall provide any turnover assistance services necessary to

enable County or its designee to effectively close out the Agreement and move the work to another vendor or to perform the work by itself.

## **18. General Conditions**

### **18.1. Assignment**

Contractor may not assign or transfer this Agreement or any of its rights hereunder, or delegate any of its duties hereunder, without the prior written consent of the County, provided that any permitted assignment shall not operate to relieve Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to County that may arise from any breach of the provisions of this Agreement or warranties made herein including but not limited to, rights of setoff. County may assign this Agreement to any public agency, commission, board, or the like, within the political boundaries of the County and may delegate its duties in whole or in part without the consent of Contractor. Any attempted assignment, transfer or delegation in contravention of this Section of the Agreement shall be null and void. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

### **18.2. Authority**

Neither party shall have authority to bind, obligate or commit the other party by any representation or promise without the prior written approval of the other party.

### **18.3. Binding Effect**

Each party agrees that the Agreement binds it and each of its employees, agents, independent contractors, and representatives.

### **18.4. Claims**

Contractor must submit claims against County within the earlier of one and a half years from the date upon which Contractor knew of the existence of the claim or one and a half years from expiration or termination of the Agreement. No claims shall be allowed unless Notice of such claim has been given within the above-described time period. Contractor must submit such claims to the Facility Administrative Lieutenant and Deputy Chief of Probation Institutions or his or her designee in the form and with the certification prescribed by the Facility Administrative Lieutenant and Deputy Chief of Probation Institutions or his or her designee. Upon failure of Contractor to submit its claim within the time allowed, all rights to seek amounts due on account of such claims shall be waived and forever barred. Submission of such claims against County shall be, except as

provided in Sections 15.4.2 and 17.3, Contractor's sole and exclusive remedy in the event that County breaches this Agreement.

#### 18.5. Compliance With Civil Rights Laws

18.5.1 No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any program provided by this Contract because of race, color, creed, marital status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability, or political affiliation or belief.

18.5.2 During the performance of this Contract, Contractor shall comply with all federal, State and County nondiscrimination laws, including but not limited to:

Title VII of the Civil Rights Act, 42 U.S.C. § 12101, et seq.; the Americans with Disabilities Act (ADA); and the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder in the California Code of Regulations (Title 2, Section 7285.0, et seq.); and Article XIII, Chapter 2 of the Santa Barbara County Code. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part under Section 17.1 (Termination for Material Breach), and Contractor may be declared ineligible for further contracts with County. Contractor shall be given a reasonable time in which to cure noncompliance. In addition to the cancellation of this Contract, Contractor may be subject to penalties under federal and state law.

18.5.3 Contractor shall promptly notify the Equal Opportunity Office of County of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Equal Opportunity Office will notify the Director, Directorate of Civil Rights, Office of the Assistant Secretary for Administration and Management, U.S. County of Labor.

#### 18.6 Conflicts Between Documents; Order of Precedence

In the event that there is a conflict between the documents comprising the Agreement, the following order of precedence shall apply:

18.6.1 Applicable federal and State laws, regulations and policies;

18.6.2 The terms and conditions in the First Amendment;

18.6.3 The terms and conditions in the body of this Amended Agreement;

18.6.4 Exhibit A (Staffing Schedule);

18.6.5 Exhibit B (Statement of Work);

18.6.6 Exhibit C (Mental Health Statement of Work );

18.6.7 Exhibit D (Average Hourly Wage by Position)

18.6.8 Exhibit E (HIPAA Business Associate Agreement)

#### 18.7. Counterparts

This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party for all purposes.

#### 18.8. Covenant Against Contingent Fees

18.8.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, *except* bona fide employees or a bona fide brokerage, established commercial or selling agency of Contractor.

18.8.2 In the event of breach of this Section by Contractor, County shall have the right to either annul this Agreement without liability to County, or, in County's discretion, deduct from payments due to Contractor, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.

#### 18.9. Cooperation of Parties

The parties agree to fully cooperate with each other in connection with the performance of their respective obligations and covenants under this Agreement.

#### 18.10. Debarment and Suspension

Contractor certifies to County that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. Contractor certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

#### 18.11. Entire Agreement; Acknowledgement of Understanding

County and Contractor acknowledge that they have read the Agreement and the attached Exhibits which are incorporated herein by this reference, understand them and agree to be bound by their terms and conditions. Further, County and Contractor agree that the Agreement and Exhibits are the complete and exclusive statement of the Agreement between the parties relating to the subject matter of the Agreement and supersede all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Agreement.

#### 18.12. Force Majeure

Neither Contractor nor County shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing.

#### 18.13. Governing Law

This Agreement shall be governed in all respects by the law and statutes of the State of California, without reference to conflict of law principles. The exclusive jurisdiction and venue of any action hereunder shall be in the State courts of Santa Barbara County. Contractor accepts the personal jurisdiction of such courts.

#### 18.14. Headings

The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

#### 18.15. Independent Status of Contractor

The parties hereto, in the performance of this Agreement, will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Agreement. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit that would accrue to an employee under applicable California law.

#### 18.16. Legal and Regulatory Compliance

The medical services to be performed pursuant to this Agreement shall be performed in a manner that complies with all applicable federal, State, and County laws, regulations, codes, standards and ordinances during the term of this Agreement, including but not limited to Sheriff and Probation State Minimum Standards. In the event that any medical services performed are subsequently found to be in violation of such laws, regulations, codes, standards and ordinances, Contractor shall be solely responsible for taking necessary action for coming into compliance.

#### 18.17. Licensing Standards

Contractor shall comply with all applicable County, State, and federal licensing requirements and standards necessary in the performance of this Agreement (e.g. Business License, Professional Licenses, operating permits).

#### 18.18. Lobbying Activities

Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.

#### 18.19. Modifications and Amendments

18.19.1 No modification, amendment, alteration, addition or waiver of any Section or condition of this Agreement shall be effective or binding unless it is in writing and signed by an authorized representative of Contractor and County.

18.19.2 Only the Custody Staff authorized by the Chief Deputy of Custody Operations and Deputy Chief of Probation Institutions or authorized delegate by writing (with the delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement on behalf of County. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding until made in writing and signed by the Custody Staff authorized by the Chief Deputy of Custody Operations and Deputy Chief of Probation Institutions or authorized delegate in writing as aforesaid and Contractor, unless otherwise provided herein.

18.19.3 Contractor shall notify County of the names of individuals who have authority to bind Contractor to modifications to the Agreement and of the limits of such authority at the time Contractor executes this Agreement and at such other times as required.

18.20. Non-waiver

Except as otherwise specifically provided herein, any failure or delay by either party to exercise or partially exercise any right, power or privilege under the Agreement shall not be deemed a waiver of any such right, power, or privilege under the Agreement. Any waivers granted by County for breaches hereof shall not indicate a course of dealing of excusing other or subsequent breaches. Contractor agrees that County's pursuit nor non-pursuit of a remedy under this Agreement for Contractor's breach of its obligations will neither constitute a waiver of any such remedies or any other remedy that County may have at law or equity for any other occurrence of the same or similar breach, nor estop County from pursuing such remedy.

18.21. Notice of Delay

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five working days, give notice thereof, including all relevant information with respect thereto, to the other party.

18.22. Notices

18.22.1 Any notice or demand or other communication required or permitted to be given under this Agreement or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class certified mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax number, and email addresses set forth below:

County Contract Monitor (for Probation Department)

Facility Administrative Lieutenant (for Sheriff's Department)

Contractor    Prison Health Services, Inc.  
105 Westpark Drive, Suite 200  
Nashville, TN 37027  
Attn: President

With a copy to:    Prison Health Services, Inc.  
105 Westpark Drive, suite 200  
Nashville, TN 37027  
Attn: General Counsel

18.22.2 Notices shall be effective upon receipt or four business days after mailing, whichever is earlier. The Notice address as provided herein may be changed by Notice given as provided above.

#### 18.23. Publicity

The award of this Agreement to Contractor is not in any way an endorsement of Contractor or Contractor's services by County and shall not be so construed by Contractor in any advertising or publicity materials. Contractor agrees to submit to the Facility Administrative Lieutenant and Deputy Chief of Probation Institutions all advertising, sales promotion, and other publicity matters relating to this Agreement wherein County's name is mentioned or language used from which the connection of County's name therewith may, in County's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of County. Contractor shall not in any way contract on behalf of or in the name of County. Nor shall Contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of County. Nothing in this paragraph shall preclude Contractor from publicly announcing the award or execution of this Agreement.

#### 18.24. Remedies

Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provisions of the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

#### 18.25. Severability

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

#### 18.26. Sovereign Immunity

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by County of any immunities from suit or from liability that County may have by operation of law.

#### 18.27. Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the services provided pursuant to this Agreement is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

#### 18.28. Survival

All services performed and Deliverables provided pursuant to the authority of this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive. In addition, the terms of Sections 8.2 (Records Retention and Access Requirements), Section 8.12 (Accounting Requirements), Section 15 (Confidential Information) and Section 19 (Additional Indemnifications) shall survive the termination of this Agreement.

#### 18.29. Waiver

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written instrument signed by the parties hereto.

#### 18.30. Extension of Agreement.

180 Days prior to the expiration of this Agreement, the parties shall confer and decide whether to extend the Agreement, as provided in Section 2 of the Agreement, or to allow the Agreement to expire.

Agreement for Services of Independent Contractor between the County of Santa Barbara and Prison Health Services, Inc..

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy

CONTRACTOR

By: *Rodney Williamson*  
TaxID Number: 23-2108853

APPROVED AS TO FORM:  
SHERIFF BILL BROWN

By: *Bill Brown*

APPROVED AS TO FORM:  
PATRICIA STEWART, CHIEF PROBATION OFFICER

By: *Patricia Stewart*

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

By: *Celeste E. Anderson*  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

By: *Robert W Geis*  
Deputy

APPROVED AS TO FORM:  
RAY AROMATORIO,  
RISK PROGRAM ADMINISTRATOR

By: *Ray Aromatorio*  
Risk Program Administrator