

AMENDMENT TO CONTRACT

7

The County of San Benito ("COUNTY") and California Forensic Medical Group (CFMG) ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated July 1, 2008.

b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: June, 2013; June, 2014; June, 2015; June, 2016; 2017 and June, 2018.

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

☐ The term of the original contract is not modified.

☒ The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2019, to a new expiration date of June 30, 2020.

b. Scope of Services. (Check one.)

☒ The services specified in the original contract (Exhibit 1) are not modified.

☐ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

c. Payment Terms. (Check one.)

- ☐ The payment terms in the original contract (Exhibit 1) are not modified.
- ☒ The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)
- ☒ The payment terms are modified only as specified below:

Modified or New Payment Terms:

Commencing July 01, 2019, the monthly payments shall increase to \$91,653.24 from \$89,156.85 for a total amount of \$1,099,838.88, to compensate for the 2.8% CPI increase pursuant to Section 3.02 of the original agreement. The per day flat rate for combined populations exceeding 140 shall increase to \$4.64 from \$4.51 and will continue to be billed on a quarterly basis when applicable.

- ☐ The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- ☐ One month in arrears.
- ☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
- ☐ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$ _____, or
- ☐ a total sum not to exceed \$ _____,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

- ☐ There are no additional terms of compensation.
- ☐ The following specific terms of compensation shall apply: (Specify)

d. **Other Terms.** (Check one.)

- ☒ There are no other terms of the original contract that are modified.
☐ Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:
(Insert other modified or new terms.)

3. **Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR

Cindy P. Watson
Cindy Watson, President Local Govt. Health

6/3/2019

Date

COUNTY

San Benito County Board of Supervisors

Mark Medina, Chair

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Shirley L. Murphy
Shirley L. Murphy, Deputy County Counsel

June 13, 2019
Date

EXHIBIT 1
TO AMENDMENT # 7

ORIGINAL
CONTRACT

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

AMENDMENT TO CONTRACT

6

The County of San Benito ("COUNTY") and California Forensic Medical Group (CFMG) ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated July 1, 2008.

b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: June, 2013; June, 2014; June, 2015; June, 2016; and June, 2017.

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

☐ The term of the original contract is not modified.

☒ The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2018, to a new expiration date of June 30, 2019.

b. Scope of Services. (Check one.)

☒ The services specified in the original contract (Exhibit 1) are not modified.

☐ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

c. **Payment Terms. (Check one.)**

- ☐ The payment terms in the original contract (Exhibit 1) are not modified.
☒ The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)
☒ The payment terms are modified only as specified below:

Modified or New Payment Terms:

Commencing July 01, 2018, the monthly payments shall increase to \$89,156.85 from \$87,305.96 for a total amount of \$1,069,882.20, to compensate for the 2.12% CPI increase pursuant to Section 3.02 of the original agreement. The per day flat rate for combined populations exceeding 140 shall increase to \$4.51 from \$4.42 and will continue to be billed on a quarterly basis when applicable.

- ☐ The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- ☐ One month in arrears.
☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
☐ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$_____, or
☐ a total sum not to exceed \$_____

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

- ☐ There are no additional terms of compensation.
☐ The following specific terms of compensation shall apply: (Specify)

d. **Other Terms.** (Check one.)

- ☒ There are no other terms of the original contract that are modified.
☐ Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:
(Insert other modified or new terms.)

3. **Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR



Briana Elvaiah, Chief Financial Officer

6/8/18

Date

COUNTY

San Benito County Board of Supervisors



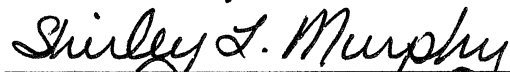
Anthony Botelho, Chair

6/26/18

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



Shirley L. Murphy, Deputy County Counsel

June 15, 2018

Date

EXHIBIT 1
TO AMENDMENT # 6

ORIGINAL
CONTRACT

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

AMENDMENT TO CONTRACT

5

The County of San Benito ("COUNTY") and California Forensic Medical Group (CFMG) ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated July 1, 2008.

b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: June 2013; June 2014; June 2015; June 2016

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

☐ The term of the original contract is not modified.

☒ The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2017, to a new expiration date of June 30, 2018.

b. Scope of Services. (Check one.)

☒ The services specified in the original contract (Exhibit 1) are not modified.

☐ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☐ The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

(Insert modified or new services.)

☐ The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. **Payment Terms. (Check one.)**

- ☐ The payment terms in the original contract (Exhibit 1) are not modified.
- ☒ The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)
- ☒ The payment terms are modified only as specified below:

Modified or New Payment Terms:

Commencing July 1, 2017 the monthly payment shall increase to **\$87,305.96** for a total annual amount of \$1,047,671.52. The per day flat rate for combined populations over 140 shall increase to \$4.42 and will continue to be billed on a quarterly basis when applicable.

- ☐ The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- ☐ One month in arrears.
- ☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
- ☒ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address 2511 Garden Road, Suite A160, Monterey, CA 93940 in monthly installments on or before the tenth day of each month.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$ _____, or
- ☒ a total sum not to exceed \$ 1,047,671.52,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

- ☐ There are no additional terms of compensation.
- ☒ The following specific terms of compensation shall apply:
Contractor shall make an adjustment to the flat rate if the average combined population of the adult and juvenile population exceeds 140 on a quarterly average. The

amount of adjustment shall be \$4.42 per day increased from \$4.28.

d. Other Terms. (Check one.)

- ☐ There are no other terms of the original contract that are modified.
☒ Other terms of the original contract are modified only as specified below:

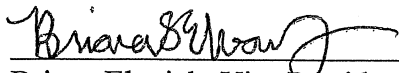
Other Modified or New Terms:

Pursuant to 3.02 of the original agreement, the base price adjusts on July 01 of each year based on the Medical CPI of the San Francisco-Oakland Region from February of the past year to February of the current year. The Bureau of Labor Statistics no longer reports Medical CPI information for this area; therefore, Section 3.02 is modified to substitute the All Consumers – West Urban Region – Medical Care CPI Index.

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR



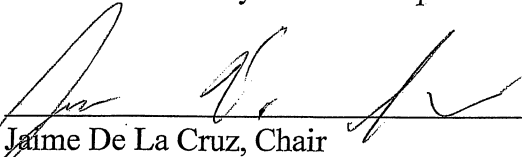
Briana Elvaiah, Vice President of Finance

5-22-17

Date

COUNTY

San Benito County Board of Supervisors



Jaime De La Cruz, Chair

6/27/17

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



6-02-17

Date

EXHIBIT 1
TO AMENDMENT # 5

ORIGINAL
CONTRACT

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

AMENDMENT TO CONTRACT

4

The County of San Benito ("COUNTY") and California Forensic Medical Group (CFMG) ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated July 1, 2008.

b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: June 04, 2013; June 03, 2014; June 16, 2015

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

☐ The term of the original contract is not modified.

☒ The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2016, to a new expiration date of June 30, 2017.

b. Scope of Services. (Check one.)

☒ The services specified in the original contract (Exhibit 1) are not modified.

☐ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☐ The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

(Insert modified or new services.)

☐ The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. Payment Terms. (Check one.)

☐ The payment terms in the original contract (Exhibit 1) are not modified.

☒ The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☒ The payment terms are modified only as specified below:

Modified or New Payment Terms:

Commencing July 1, 2016 the monthly payment shall increase to \$84,500.54 for a total annual amount of \$1,014,006.48. The per day flat rate for combined populations over 140 shall increase to \$4.28 and will continue to be billed on a quarterly basis when applicable.

☐ The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

☐ One month in arrears.

☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.

☒ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address 2511 Garden Road, Suite A160, Monterey, CA 93940 in monthly installments on or before the tenth day of each month.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

☐ a total lump sum payment of \$ _____, or

☒ a total sum not to exceed \$ 1,014,006.48,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

☐ There are no additional terms of compensation.

☒ The following specific terms of compensation shall apply: Contractor shall make an adjustment to the flat rate if the average combined population of the adult and juvenile population exceeds 140 on a quarterly average. The amount of adjustment shall be \$4.28 per day increased from \$4.13.

d. **Other Terms.** (Check one.)

- ☐ There are no other terms of the original contract that are modified.
☒ Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:

Pursuant to 3.02 of the original agreement, the base price adjusts on July 01 of each year based on the Medical CPI of the San Francisco-Oakland Region from February of the past year to February of the current year. The Bureau of Labor Statistics no longer reports Medical CPI information for this area; therefore, Section 3.02 is modified to substitute the All Consumers – West Urban Region – Medical Care CPI Index.

3. **Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR



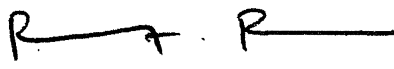
Donald Myll, Chief Financial Officer

6/3/16

Date

COUNTY

San Benito County Board of Supervisors




Robert Rivas, Chair

6/28/16

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



Matthew Granger

6-9-2016

Date

EXHIBIT 1
TO AMENDMENT # 4

ORIGINAL
CONTRACT

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

AMENDMENT TO CONTRACT

3

The County of San Benito ("COUNTY") and California Forensic Medical Group (CFMG) ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated July 1, 2008.

b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: June 04, 2013; June 3, 2014

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

☐ The term of the original contract is not modified.

☒ The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2015, to a new expiration date of June 30, 2016.

b. Scope of Services. (Check one.)

☒ The services specified in the original contract (Exhibit 1) are not modified.

☐ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☐ The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

(Insert modified or new services.)

☐ The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. **Payment Terms. (Check one.)**

- ☐ The payment terms in the original contract (Exhibit 1) are not modified.
☒ The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)
☒ The payment terms are modified only as specified below:

Modified or New Payment Terms:

Commencing July 1, 2015 the monthly payment shall increase to \$81,477.72 for a total annual amount of \$977,732.64. The per day flat rate for combined populations over 140 shall increase to \$4.13 and will continue to be billed on a quarterly basis when applicable.

- ☐ The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- ☐ One month in arrears.
☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
☒ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address 2511 Garden Road, Suite A160, Monterey, CA 93940 in monthly installments on or before the tenth day of each month.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$ _____, or
☒ a total sum not to exceed \$ 977,732.64,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

- ☐ There are no additional terms of compensation.
☒ The following specific terms of compensation shall apply: Contractor shall make an adjustment to the flat rate if the average combined population of the adult and juvenile population exceeds 140 on a quarterly average. The amount of adjustment shall be \$4.13 per day increased from \$4.03.

d. **Other Terms.** (Check one.)

- ☒ There are no other terms of the original contract that are modified.
☐ Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:
(Insert other modified or new terms.)

3. **Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR

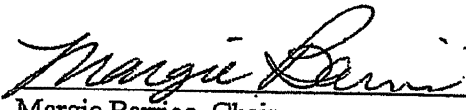


Donald Myll, Chief Administrative Officer
FINANCIAL

5/11/15
Date

COUNTY

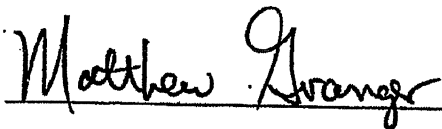
San Benito County Board of Supervisors



Margie Barrios, Chair

6/15/15
Date

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office



6-4-2015
Date

EXHIBIT 1
TO AMENDMENT # 3

**ORIGINAL
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

AMENDMENT TO CONTRACT

2

The County of San Benito ("COUNTY") and California Forensic Medical Group (CFMG) ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated July 1, 2008.

b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: June 04, 2013.

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

☐ The term of the original contract is not modified.

☒ The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2014, to a new expiration date of June 30, 2015.

b. Scope of Services. (Check one.)

☒ The services specified in the original contract (Exhibit 1) are not modified.

☐ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☐ The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

(Insert modified or new services.)

☐ The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. **Payment Terms. (Check one.)**

- ☐ The payment terms in the original contract (Exhibit 1) are not modified.
☐ The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)
☐ The payment terms are modified only as specified below:

Modified or New Payment Terms:
(Insert modified or new payment terms.)

- ☐ The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- ☐ One month in arrears.
☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
☒ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address 2511 Garden Road, Suite A160, Monterey, CA 93940 in monthly installments on or before the tenth day of each month.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$ _____, or
☒ a total sum not to exceed \$ 953,513.40,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

- ☐ There are no additional terms of compensation.
☐ The following specific terms of compensation shall apply: Contractor shall make an adjustment to the flat rate if the average combined population of the adult and juvenile population exceeds 140 on a quarterly average. The amount of adjustment shall be \$4.03 per day.

d. **Other Terms. (Check one.)**

- ☒ There are no other terms of the original contract that are modified.
☐ Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:
(Insert other modified or new terms.)

3. **Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR

Dan Hustedt
Dan Hustedt, Chief Administrative Officer

5-8-2014
Date

COUNTY

San Benito County Board of Supervisors

Jerry Muenzer
Jerry Muenzer, Chair

6/3/14
Date

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office

Matthew Granger

5-22-2014
Date

AMENDMENT TO CONTRACT

1

The County of San Benito ("COUNTY") and California Forensic Medical Group (CFMG) ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated July 1, 2008.

b. Prior Amendments. (Check one.)

☒ The initial contract previously has not been amended.

☐ The initial contract previously has been amended. The date(s) of prior amendments are as follows: _____

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

☐ The term of the original contract is not modified.

☒ The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2013, to a new expiration date of June 30, 2014.

b. Scope of Services. (Check one.)

☒ The services specified in the original contract (Exhibit A) are not modified.

☐ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☐ The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

(Insert modified or new services.)

☐ The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. **Payment Terms. (Check one.)**

- ☒ The payment terms in the original contract (Exhibit 1) are not modified.
☐ The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)
☐ The payment terms are modified only as specified below:

Modified or New Payment Terms:
(Insert modified or new payment terms.)

- ☐ The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- ☐ One month in arrears.
☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
☒ The basis specified in Section 3.01 and Section 3.02

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR to the address 2511 Garden Road, Suite A160, Monterey, CA 93940 in monthly installments on or before the tenth day of each month.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$ _____, or
☒ a total sum not to exceed \$ 901,497,
for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

- ☐ There are no additional terms of compensation.
☒ The following specific terms of compensation shall apply:
County or Contractor shall make an adjustment to the flat rate if the average combined population of the adult and juvenile population exceeds 140 on a quarterly average.
The amount of the adjustment shall be \$3.79 per day.

d. **Other Terms. (Check one.)**

- ☐ There are no other terms of the original contract that are modified.
☐ Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:
(Insert other modified or new terms.)

3. **Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR

Name/Title: Dan Hustedt, Vice – President, Finance

Date

COUNTY

San Benito County Board of Supervisors



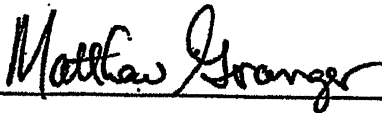
Anthony Botelho, Chair

6/4/13

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



May 23, 2013

Date

d. **Other Terms. (Check one.)**

- ☐ There are no other terms of the original contract that are modified.
☐ Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:
(Insert other modified or new terms.)

3. **Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR

Dan Hustedt
Name/Title: Dan Hustedt, Vice – President, Finance.

5-31-2013
Date

COUNTY
San Benito County Board of Supervisors

Anthony Botelho, Chair

Date

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office

Date

**CONTRACT FOR MEDICAL SERVICES FOR INMATES OF
SAN BENITO COUNTY ADULT DETENTION FACILITY**

THIS CONTRACT is made this 1st day of July 2008, between CALIFORNIA FORENSIC MEDICAL GROUP, INCORPORATED, independent contractor, having a principal place of business at Cannery Row Park Plaza, 300 Foam Street, Suite B, Monterey, California 93940, hereinafter referred to as "Contractor", and the COUNTY OF SAN BENITO, hereinafter referred to as "County".

RECITALS

1. The County of San Benito is required by law to provide health care services to inmates and detainees in the custody of the San Benito County Sheriff and housed at the San Benito County Main Jail (hereinafter referred to as "Adult Facilities") and juveniles in the custody of the Probation Department housed at the Juvenile Hall (hereinafter referred to as the "Juvenile Facilities"). May also hereinafter be referred to jointly as the "Facilities", and the inmates and wards may also hereinafter be referred collectively as inmates.
2. County desires to engage the services of a qualified outside medical provider to provide these services.
3. Contractor desires to provide these services to inmates and detainees in the custody of the San Benito County Sheriff and San Benito County Probation Department.

AGREEMENT

ARTICLE I

TERM OF CONTRACT

Section 1.01. The effective date of this agreement is July 1, 2008. Contractor will supply the total services described herein for the entire period of this contract through June 30, 2010. The County may renew this agreement for three additional one-year periods. The price adjustment for those option years are described in Section 3.02.

ARTICLE II

SERVICES TO BE PERFORMED BY CONTRACTOR

Section 2.01. No relationship of employer and employee is created by this Contract; it being understood that Contractor is an independent contractor, and none of the attending physicians, nursing personnel, administrative support personnel or other persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, employee, subcontractor, or otherwise, shall have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability unemployment insurance benefits, or employee benefits of any kind.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor.

All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other terms of employment or requirement of law, shall be determined by Contractor, and County shall have no right or authority over such employment, except as provided in this Contract.

Contractor's Services

Section 2.02. Contractor agrees to perform the services as described in "Exhibit A".

Method of Performing Services

Section 2.03. Contractor will determine the method, details, and means of performing the above-described services within the parameters outlined within this contract including all exhibits and attachments. Contractor retains the right to make minor procedural changes that do not conflict with the intent of this agreement.

Employment of Assistants

Section 2.04. Contractor may, at Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

Equipment and Facilities

Section 2.05.

- (a) The County shall provide the space, housekeeping, furniture, fixtures, utilities, telephone (excluding toll calls), security, and other similar items necessary for the efficient operation of the health care delivery system. County agrees to provide only the medical equipment currently on premises. If said medical equipment requires replacement or repair Contractor shall replace or repair, at Contractor's expense, said equipment with the same or comparable medical equipment and working order.
- (b) Contractor shall provide all medically necessary equipment, small tools, instruments, and supplies, including but not limited to, medicines, drugs, dressings, instruments, gloves, and medical/dental personnel wearing apparel. Contractor shall provide for disposal of contaminated waste in accordance with California regulations.

- (c) Contractor shall maintain all medical and office equipment regardless of ownership, which is used for the performance of this Contract.

Hours and Personnel

Section 2.06.

- (a) Contractor shall maintain adequate health personnel to provide services required herein. Contractor shall maintain the staffing pattern, hours, and availability described in Exhibit "A" as the minimum staffing level. The hours and availability as set forth in Exhibit "A" may be modified by written mutual consent.
- (b) Contractor's employees performing professional medical services shall be duly licensed in the State of California, except for medical residents and interns following a course of study, authorized for training by the Contractor. The employees shall practice medicine in accordance with accepted medical standards in the community.
- (c) Contractor shall have a Medical Director who will be responsible to assure the quality of health care provided and who will also supervise the practice of nurse practitioners, registered nurses, or other ancillary personnel, should such personnel be utilized.
- (d) Contractor shall hire and maintain a registered nurse who will be the on-site Charge Nurse and will be designated as the liaison person between Contractor and County. The Charge Nurse shall be responsible for the investigation of all complaints that relate to Contractor's operations. These investigations shall be summarized in writing and will include Contractor's findings, position and corrective plan, as applicable.
- (e) Copies of licenses and/or records of certification for all medical personnel are to be furnished to the Medical Director who must at all times have them available for examination. Copies of these shall be maintained on-site in the medical unit.

- (f) Contractor shall be responsible for time and attendance accountability.
- (g) County's Sheriff reserves right to perform background or security checks of Contractor's employees as a condition of granting them access to the County detention facilities. The Sheriff has the sole discretion to determine security acceptability of all Contractor personnel at any time during the contract period, and personnel found to be unacceptable security risk shall not be given access to facilities. No new employee shall be brought to a facility without the prior approval of the Sheriff.
- (h) The Contractor shall comply with all provisions of federal, state, and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, handicap, or national origin or other prohibited basis.
- (i) Contractor will be responsible for medical costs for only those inmates and detainees who have been medically cleared, booked, and physically placed in the facilities. Contractor will not be responsible for pre-booking medical costs or medical costs for inmates and/or detainees booked outside of the facilities.

Records and Reports

Section 2.07.

- (a) Existing medical records and medical records prepared by the Contractor shall be the property of the County. Contractor shall be the custodian of said medical records and adhere to confidentiality of records as per Exhibit "A". During the term of this agreement, the County of San Benito shall have access to inmate medical records. Such access to be provided as needed to the County Counsel or to any person designated in writing by the County Counsel.

- (b) Contractor shall have access to these records after the termination of this contract for the purpose of preparing for litigation or anticipated litigation in connection with services provided under this agreement. Medical records, as stated in this section, shall also include psychiatric or mental health records.

Administrative Requirements

Section 2.08.

- (a) Contractor shall design, prepare, and implement all policies, procedures, and protocols necessary to perform all required services under this agreement.
- (b) Contractor shall comply with all County departmental procedures as applicable to detention facilities. This shall include such items as inmate security, health policies set by the Health Officer, and mental health policies relating to the transfer of inmates.
- (c) Contractor shall ensure that the health care status, both physical and mental, of committed persons admitted to outside facilities, is reviewed to ensure that the duration and cost of this stay is no longer or more intensive than medically necessary.
- (d) Contractor shall ensure that its staff document all health care encounters in the inmate's medical record, legibly, in a problem oriented format, including diagnosis and treatment plan.
- (e) Contractor shall cooperate with County in any effort to receive funding from outside funding sources, including but not limited to, the implementation of the inmate co-pay program.
- (f) Contractor shall make all referral arrangements for treatment of covered individuals whose problem(s) extend beyond the scope of services provided on-site.

- (g) Contractor's responsibility for medical/surgical inpatient care in outside facilities shall be limited to Fifteen Thousand Dollars (\$15,000) per medical surgical inpatient episode. Contractor will not be responsible for psychiatric hospitalizations.
- (h) Contractor shall supply appropriate medical personnel to attend any court proceeding as requested by County, involving any inmate person whose medical history, condition, problem or status is at issue.
- (i) Contractor shall cooperate fully in aiding County to investigate, adjust, settle or defend any claim, action, or proceeding brought in connection with the operation of the County facilities health programs with which contractor may be connected.
- (j) Contractor shall secure and maintain continuously, all necessary licenses and certifications necessary for performance under this agreement.

ARTICLE III

COMPENSATION

Flat Rate

Section 3.01. In consideration for the services to be performed by Contractor, County agrees to pay Contractor the sum of \$795,400 for services to the inmate population for the period of July 1, 2008 to June 30, 2009 in monthly installments on or before the tenth day of each month. The monthly installments will be for \$66,283.33.

Annual Price Adjustments

Section 3.02. The June 2009 monthly base price will be adjusted on July 1, 2009 based on the following percentage:

The percentage increase of the Medical CPI for the San Francisco-Oakland Region from February of the past year to February of the current year. This percentage increase will also apply to the per diem charge described in section 3.03.

This same procedure will be used to adjust the price for the periods of July 1, 2010 to June 30, 2011 and July 1, 2011 to June 30, 2012.

Population Adjustment

Section 3.03. County or Contractor shall make an adjustment to the flat rate, if the average combined population of the adult and juvenile inmate population exceeds 140 on a quarterly average. The amount of the adjustment shall be \$3.34 per day. The payment or rebate for any such adjustments will be made on a quarterly basis. The per diem price will be adjusted by the same percentage adjustment discussed in Section 3.02.

Third Party Payments

Section 3.04.

- (a) With respect to inmates and detainees who are provided off-site medical services and who have medical insurance, Contractor will notify the provider of the off-site medical services that inmate/detainee medical insurance is available.
- (b) Contractor will assist the County in identifying inmates who are required to participate in co-pay for on-site services.

Adjustment to Price

Section 3.05. Changes in contractual provisions or services to be furnished under the contract may be only in writing and must be approved by the San Benito County Board of Supervisors and

Contractor. Should a decision be made to increase or decrease the scope of the contract, the County and the Contractor will mutually agree to an adjusted contract price. Any adjustment to price shall become an amendment to this Agreement.

Section 3.06. Any modification in Exhibit "A" which does not affect cost must be requested in writing and approved by the Sheriff.

ARTICLE IV.

COMPLIANCE WITH MINIMUM JAIL STANDARDS

Section 4.01. Contractor will comply with all applicable laws regulating to medical services in local detention facilities in the State of California.

ARTICLE V.

RESEARCH

Section 5.01. No research projects involving inmates or detainees, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without the prior written consent of the Sheriff or his designee. The conditions under which research shall be conducted shall be agreed to by the Contractor and the Sheriff or his designee and shall be governed by written guidelines.

In every case, the written informed consent of each inmate or detainee who is a subject of a research project shall be obtained prior to the inmate's participation as a subject.

ARTICLE VI

INDEMNIFICATION

Section 6.01. Contractor agrees to indemnify, defend and save harmless, County, its agents, officers, and employees from and against all liability, expense, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with Contractor's operations or its services hereunder, including any workers' compensation suits, liability or expense, arising from or connected with services performed by Contractor or its agents and employees pursuant to this agreement.

County agrees to indemnify, defend and save harmless, Contractor, its agents, officers and employees from and against all liability, expense, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with County's operations or its services hereunder, including any compensation suits, liability or expense, arising from or connected with services performed by County or its agents and employees pursuant to this agreement.

EXHIBIT A
Page 1
ARTICLE VII
INSURANCE

Section 7.01. The Contractor shall be responsible for maintaining, during the life of the contract, insurance that complies with the following minimum requirements.

1. **Workers' Compensation and Employer's liability:** Workers' Compensation limits in accordance with Section 3700 of the Labor Code of the State of California and Employer's liability limits of \$1,000,000 per accident.
2. **Comprehensive General Liability:** \$1,000,000 limit per single occurrence with \$2,000,000 aggregate limit annually for bodily injury, personal injury and property damage.
3. **Automobile Liability:** \$1,000,000 limit per single occurrence with \$2,000,000 aggregate limit annually for bodily injury and property damage.
4. **Professional Liability:** Professional Liability insurance covering all medical professional staff \$2,000,000 limited per occurrence and \$5,000,000 in aggregate annually.

The Contractor's insurance must act as primary coverage, not excess or contributing coverage, with regard to the subject contract.

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt request, has been given to the County of San Benito.

EXHIBIT A

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General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- (a) The County, its officers, officials, employees, and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor.

The coverage shall contain no special limitations on the scope of the protection afforded to the County, its officers, officials, employees, or volunteers.

- (b) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

Verification of Coverage

Contractor shall furnish the County of San Benito with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to commencing work under the contract, Contractor must have on file with the San Benito County Office of Risk Management, Certificates of Insurance as proof of insurance coverage shown above. The County of San Benito shall be named as an Additional Insured under the General Liability and Automobile Liability policy as respects the Contract.

ARTICLE VIII.

METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENT

Section 8.01. All notices, bills and payments shall be made in writing and may be given by

EXHIBIT A

Page 3

personal deliver, or by mail. Notices, bills and payments sent by mail should be addressed as follows:

COUNTY: San Benito County Jail
PO Box 920
Hollister, CA 95024

CONTRACTOR: California Forensic Medical Group, Inc.
300 Foam Street, Suite B
Monterey, CA 93940

and, when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

Section 8.02. All notices and other correspondence shall be mailed to the Sheriff depending on the area of responsibility. These County officials may elect a designee to act on their behalf, but absent a written designation, such notices and correspondence shall be mailed to:

San Benito County Jail
PO Box 920
Hollister, CA 95024

ARTICLE IX.

MERGER

Section 9.01. This writing is intended both as the final expression of the Contract between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Contract, pursuant to California Code of Civil Procedure, Section 1856. No modification of this Contract shall be effective unless and until such modification is evidenced by a

EXHIBIT A

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writing signed by both parties.

**ARTICLE X.
TERMINATION**

Section 10.01. The County may terminate the Contract resulting from this request at any time the Contractor is in default. The County shall give the Contractor notice of such termination with stated reasons for the termination. If, after such notice, Contractor fails to remedy the conditions contained in the notice within 5 days, the County shall issue the Contractor an order to stop work immediately and to vacate the premises. Either party may terminate the Contract without cause upon giving 120 days written notice.

**ARTICLE XI.
FAILURE TO PERFORM**

Section 11.01. The services rendered under this Contract will be critical to the mandated responsibilities of the Sheriff. Therefore, the Contractor will reimburse the County all expenses incurred by the County in providing services which are the Contractor's responsibility.

**ARTICLE XII.
NO WAIVER OF BREACH**

Section 12.01. The waiver by County of any breach of any term or promise contained in this Contract shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Contract.

EXHIBIT A

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County of San Benito

California Forensic Medical Group, Inc.

By:

Wm. D. Lee
Chairman of the Board of Supervisors

Don Husted
"Contractor" Print or type name

Don Husted, U.P. Finance

Dated:

8-26-08

Dated:

8/12/08

By:

[Signature]
Sheriff

Dated:

09/04/08

Attest:

By:

Linda Chumbley
County Clerk and Clerk of the Board of Supervisors

Dated:

8/26/08

Approved as to Legal Form:

By:

Teresa F. Chaffa
County Counsel

Dated:

8/19/08

SERVICES: All services performed by Contractor shall be carried out in conformance with CMA accreditation guidelines and CAC Title 15.

1. Receiving Screening (Adult Facility)

- a) Health trained custody staff will complete the "Intake Health Screening" form at the Main Jail.
- b) Contractor nursing staff will respond to requests for consultation on screenings as required when on-site.
- c) When medically appropriate, Contractor will provide medical services on-site.

2. Receiving Screening (Juvenile Facilities)

- a) Health trained counselors will complete the "Intake Health Screening" form.
- b) Contractor nursing staff when on-site will respond to requests for consultation on screenings as required.
- c) When medically appropriate, Contractor will provide medical services on-site.

3. Health Inventory and Communicable Disease Screening (Adult Facility and Juvenile Facilities)

EXHIBIT A

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- a) Contractor will perform a Health Inventory and Communicable Disease Screening on all inmates who reside in the Adult Facilities within 14 days.
- b) Included will be screening for tuberculosis and other communicable diseases. Lab tests will be performed per CMA guidelines and as medically indicated.
- c) The Health Inventory and Communicable Disease Screening will be completed by the physician or the family nurse practitioner, physician's assistant, or registered nurse specifically trained to conduct health appraisals.
- d) Contractor will perform a physical in accordance with CMA guidelines on every minor who is admitted to the Juvenile Hall within ninety-six hours of admission.

4. Detoxification from Drugs and Alcohol (Adult Services)

- a) Detoxification services will be performed under medical supervision.
- b) Inmates will be assessed by medical personnel (when on-site) when admitted to the sobering cell.
- c) When contractor staff is on-site they will check inmates in the sobering cell upon admission, and every four hours thereafter. When medical staff is not on-site, the on call medical provider may be called for consultation.
- d) Custody staff will monitor detoxification cells as per Title 15 and/or CMA guidelines.

(Juvenile Facilities)

- e) Detoxification from mind-altering drugs, including alcohol, when performed at Juvenile Hall will be under medical supervision. No standing orders will be used.
- f) Inmates presenting "withdrawal" symptoms prior to booking will immediately be sent to the hospital for clearance.

5. Sick Call (Adult Facility)

- a) Sick call will be conducted five days a week with emergency response on weekends.
- b) Sick call will be conducted by a Registered Nurse operating under standardized procedures.
- c) Sick call will be conducted in designated areas of the clinics or housing units, in as much privacy as security concerns allow.

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- d) Inmates will be scheduled to be seen at sick call as soon as possible or as medically indicated.

(Juvenile Facilities)

- e) Sick call will be conducted five days a week by a Registered Nurse operating under standardized procedures.
- f) A physician will provide consultation at least once per week, and will be on call twenty-four hours per day seven days per week.

6. Off-Site Services (Adult Facility and Juvenile Facilities)

- a) Contractor will provide required medical/surgical inpatient hospital care, off-site specialty care, off-site clinic care, emergency room care, and other health-related ancillary services for those inmates who have been medically cleared, booked and physically placed in the Adult Facility or Juvenile Facilities.

The financial liability for Contractor will be limited to \$15,000 (fifteen thousand dollars) per medical/surgical inpatient episode.

- b) All such care as described in (5a) above must be approved and referred by Contractor staff utilizing a "CFMG, Inc. Referral" form.
- c) Contractor will not refer or be responsible for elective procedures that can safely be provided when an inmate is released from custody. Any request for elective care requested by an inmate must be approved by the facility commander for security reasons and will be the financial responsibility of the inmate.
- d) Contractor will provide outside providers with other third party payor information when available.

7. Laboratory, X-Ray, Pharmaceuticals, Medical Supplies, Equipment, and Medical Record Supplies (Adult Facility and Juvenile Facilities)

- a) Contractor will be responsible for the purchase and provision of required pharmaceuticals, medical supplies, and medical record supplies. Effective July 1, 2010 Contractor's annual aggregate maximum for all HIV medications will be \$5,000.00
- b) Contractor is responsible for purchasing required laboratory services and x-ray services. Routine chest and extremity x-rays will be provided on-site.

8. On-Site Emergency Services (Adult Facility and Juvenile Facilities)

EXHIBIT A

Page 8

- a) Contractor will have physician personnel who will provide consultations to nursing and custody staff and be on call 24 hours a day, seven days a week.

9. Mental Health Services (Adult Facility and Juvenile Facilities)

- a) San Benito County Mental Health will provide on-site and off-site services and shall do so in satisfaction of all requirements of the California Medical Association (CMA) standards and Title 15 of the California Administrative Code.
- b) Contractor staff will administer medications when on-site.
- c) Contractor will develop a MOU with San Benito County Mental Health.
- d) Contractor will not be responsible for any on or off-site mental health costs to include pharmaceuticals, diagnostic testing, and staffing or hospitalization costs.

10. Dental Services (Adult Facility)

- a) Contractor will be responsible for providing emergency dental services to inmates the adult facility in accordance with CMA standards.
- b) The dental services will be provided on-site at the Jail.
- c) Inmates requesting dental services will be prioritized, and will be scheduled to see the dentist as soon as possible, as medically indicated.
- d) Medically necessary oral surgery that cannot safely be delayed until release from custody will be referred to outside specialists.

(Juvenile Facilities)

- e) Dental services for inmates will be provided on urgent need basis in the community and paid for by Contractor.

11. Medical Records (Adult Facility and Juvenile Facilities)

- a) Contractor will be responsible for the maintenance of all medical records.
- b) Medical records will be the property of San Benito County.
- c) Contractor will be the custodian of all active and inactive medical records generated after Contractor began operations.
- d) Contractor will adhere to all laws relating to confidentiality of medical records.

EXHIBIT A

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- e) Contractor will maintain all records in accordance with Title 15, California Administrative Code, Section 1205 and CMA accreditation guidelines.
- f) Pertinent medical information will be prepared to accompany all inmates when transferring to other detention/correctional facilities.
- g) San Benito County will provide space to store medical records.

12. Medication Administration (Adult Facility)

- a) Contractor nursing staff and health trained custody staff will be responsible for administering medications at the Adult Facilities.
- b) Medications will principally be administered on a twice a day regime.
- c) Over the counter (non-prescription) medications will principally be obtained through the commissary.
- d) All pharmaceuticals will be used, stored, inventoried, and administered in accordance with all applicable laws, guidelines, and policies and procedures.

13. Medication Administration (Juvenile Facilities)

- a) Counselors will administer medications as prescribed by health services staff. Contractor will provide training to counselors regarding safe administration techniques and common side effects.

14. Work/Food Service Health Clearance (Adult Facility, and Juvenile Facilities, if applicable)

- a) Custody staff will provide a list to Contractor of inmates that they wish to have cleared for assignment.
- b) Contractor will provide a health clearance for inmates to determine if they are medically cleared for work.

15. Emergency First Aid (Adult Facility and Juvenile Facilities)

- a) Contractor shall respond and provide emergency first aid to County staff and visitors within the confines of the detention facilities.

16. Training (Adult Facility and Juvenile Facilities)

- a) Contractor will provide up to eight hours of training for correctional officers/counselors concerning health care issues in the jail and juvenile hall every

EXHIBIT A

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two years.

17. Prosthesis (Adult Facility and Juvenile Facilities)

- a) Medical and dental prosthesis and corrective eyeglasses are provided when the health of the inmate would otherwise be adversely affected as directed by the responsible physician or dentist.

18. Statistical Reporting (Adult Facility and Juvenile Facilities)

No later than the third Friday of the following month, Contractor shall submit to the County, statistics and information on the previous month's activity.

19. Other Administrative Requirements

- a) Contractor will be responsible for responding to inmate grievances concerning medical care.
- b) Contractor will be responsible for allowing medical personnel to testify concerning civil litigation/civil rights suits, any writs of habeas corpus filed by inmates, or petition for removal for medical service. Contractor must also respond in writing to custody concerning any such litigation.

20. Quality Assurance Program (Adult Facility and Juvenile Facilities)

- a) Contractor shall maintain a comprehensive quality assurance plan and such plan will be in place within 90 days of commencement of contract.
- b) Contractor shall provide County upon request with statistical summaries of quality assurance activities.

21. Other Services

- a) Contractor agrees to provide the following services adhering to CMA and Title 15 guidelines: Prenatal care, inmates in isolation services, safety cell services, monitoring inmates in restraints, delousing and scabies, monitoring syringes and needles, preventative care, and pharmaceutical reviews.

22. Special Medical Diets

- a) Contractor staff will evaluate the need for and will prescribe medically required special diets for inmates as appropriate.
- b) Contractor will coordinate with food service management staff regarding the types of special medical diets which can be offered to the inmate population.

EXHIBIT A

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23. Personnel Services

- a) Contractor will comply with all laws relating to hiring/promotion practices to ensure that applicants for employment/promotion are not discriminated against because of race, creed, color, age, sex, sexual preference, marital status, handicap, or national origin.
- b) Contractor shall obtain all licenses necessary to provide medical services in San Benito County Detention Facilities. Contractor will ensure that all of its employees, including Registry temporary employees, who render medical services, possess and maintain all applicable licenses and certificates. Contractor shall ensure that all staff work only within the scope of practice described by their license or certificate.
- c) Contractor will ensure that all of its new employees are afforded an orientation period.
- d) Contractor will provide in-service training for its personnel. Topics will be identified by the Charge Nurse who will also maintain records on subject matter and employee participation. Counselors may attend trainings at juvenile facilities.

24. Policy and Procedure Manuals (Adult Facility and Juvenile Facilities)

- a) Contractor will develop and maintain up-to-date written policy and procedure, protocol, standardized procedures, and reference manuals in compliance with CMA accreditation standards and CAC, Title 15.
- b) New policies and/or procedures will not be implemented or existing policies and procedures revised by either party without the mutual concurrence of Contractor and County.

25. Transportation

The County will be responsible for routine transportation to off-site health care services. Contractor will be responsible for emergency ambulance transportation. Contractor will determine the need for emergency ambulance transportation.

EXHIBIT A**Page 12****SAN BENITO COUNTY STAFFING PATTERN****FY 2008-2010**

POSITION	S	M	T	W	T	F	S	HRS	FTE	FACILITY
RN Program Manager		8-4	8-4	8-4	8-4	8-4		40	1.0	Jail
RN/LVN	8-4						8-4	16	0.4	Jail
RN		7-11	7-11	7-11	7-11	7-11		20	0.5	Juvenile
Clerk		7-11	7-11	7-11	7-11	7-11		20	0.5	All
Nursing Relief/Clerical/OT								96	0.48	All
Medical Director/Physician	4 hours per week TBD							5	0.125	All
Medical On-Call	24 hours a day, seven days per week									All
Dentist	6-8 hours bi-weekly							4	0.1	All
Dental Assistant	6-8 hours bi-weekly							4	0.1	All

Days	7-11, 8-4
------	-----------



April 4, 2016

Lt. Ed Escamilla
San Benito County Jail
P.O. Box 700
Hollister, CA 95023

Dear Lieutenant:

Section. 3.02 of our agreement reads as follows: "The June 2009 monthly base price will be adjusted on July 1, 2009 based on the following percentage:

The percentage increase of the Medical CPI for the San Francisco-Oakland Region from February of the past year to February of the current year. This percentage increase will also apply to the per diem charge described in section 3.03."

The Bureau of Labor Statistics no longer reports Medical CPI information for this area. The area is in the West Urban region; therefore, we will be requesting a modification to our existing contract to substitute the All Consumers - West Urban Region - Medical Care CPI index.

If the All Consumers - West Urban Region - Medical Care CPI index is used, the statistic for the fiscal year 2016-2017 starting July 1, 2016 is 3.71% (copy attached). The monthly payment will be adjusted on July 1, 2016 from \$81,477.72 to \$84,500.54 (\$81,477.72 times 1.0371 equals \$81,500.54). The per diem will be adjusted from \$4.13 to \$4.28 (\$4.13 times 1.0371 equals \$4.28).

If you have any questions, please do not hesitate to contact me.


Sincerely,

Donald Myll
Chief Financial Officer


Cc: Brent Cardell, San Benito County Probation Department
Sabrina Kiehn

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Data extracted on: March 16, 2016 (11:37:50 AM)

Consumer Price Index - All Urban Consumers

Series Id: CUUR0400SAM
 Not Seasonally Adjusted
 Area: West urban
 Item: Medical care
 Base Period: 1982-84=100

Download:   [Index](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2006	329.5	333.0	334.2	335.4	336.5	337.1	338.3	339.0	339.9	340.5	340.7	340.9	337.1	334.3	339.9
2007	346.031	349.352	351.512	352.078	351.856	353.370	354.847	356.591	357.097	358.267	360.046	360.687	354.311	350.700	357.922
2008	362.649	366.560	368.638	367.486	368.606	369.169	369.054	369.557	370.387	369.897	370.998	371.556	368.713	367.185	370.242
2009	376.678	380.963	381.324	382.637	382.975	383.154	384.197	384.811	386.084	386.872	387.453	387.650	383.733	381.289	386.178
2010	391.020	396.206	395.648	395.098	395.729	396.069	397.252	397.586	398.631	398.910	399.478	399.211	396.737	394.962	398.511
2011	400.814	406.367	406.359	407.404	407.397	407.629	408.724	408.661	409.435	411.795	411.757	413.076	408.285	405.995	410.575
2012	415.360	417.828	418.910	419.221	421.174	421.702	423.630	424.628	425.591	426.554	426.189	425.028	422.151	419.032	425.270
2013	426.442	429.214	429.228	426.930	426.507	428.974	429.398	431.207	431.883	432.096	432.683	432.921	429.790	427.883	431.698
2014	435.730	438.595	438.157	437.756	439.753	440.898	440.896	440.232	442.039	441.619	443.823	446.377	440.490	438.482	442.498
2015	447.286	449.719	450.675	456.010	455.768	453.453	455.089	451.436	451.886	456.524	458.708	459.224	453.815	452.152	455.478
2016	460.641	466.390													

3.71%

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